

McDonald's Lovin' Video Competition

#365LovinFilm

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. Eligibility. Open only to permanent, legal United States ("U.S.") residents who are physically residing in continental U.S. or the District of Columbia (excluding Hawaii, Alaska, Puerto Rico, Guam, the U.S. Virgin Islands and other U.S. territories), and who are twenty-one (21) years of age or older as of the start of the Contest Period and of African descent. Entrants must have a valid U.S. Social Security Number or a valid U.S. personal tax identification number. Officers, directors, and employees of Contest Entities (as defined below), members of these persons' immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Contest. Contest Entities, as referenced herein, shall include McDonald's USA, LLC ("Sponsor"), American Black Film Festival c/o Film Life, Inc. ("ABFF" and "Sponsor"), and their respective parent, subsidiary, and affiliate companies, and administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Contest. Entrants must be available to travel to New York, New York, June 12, 2015 through June 15, 2015. Entries must comply with all applicable laws, rules, and regulations. Entrants must also be of good moral character. Sponsor reserves the right to exclude anyone convicted of a crime (other than moving violations of a misdemeanor type that did not involve personal injury, drugs, or alcohol). Entrants must have nothing in their background that would be an embarrassment to Sponsor (in Sponsor's sole determination), and entrants may not be elected officials or currently running for any political office (local, state or federal). At Sponsor's request, each entrant must be willing to sign a publicity release and an affidavit attesting that such entrant meets all of the foregoing eligibility requirements outlined above. Sponsor reserves the right to disqualify entrants for not meeting any of the requirements outlined above or for any other reason, in Sponsor's sole discretion.

2. Contest Period. The Contest will begin on Tuesday, February 10, 2015, at 8:00 a.m. Eastern Daylight Time ("EDT") and end on Tuesday, March 24, 2015, at 11:59 p.m. EDT ("Contest Period").

3. How to Enter. Record your original video based on the contest "Concept" as detailed above. Please note that the American Black Film Festival (ABFF) screen aspect ratio will be 16:9.

Concept: McDonald's challenges aspiring filmmakers to create: 90 second to two-minute videos based on "Lovin" concept. Filmmakers must include the following within their video: a McDonald's related prop (i.e. menu item, logo bag) and the line "Lovin"

- i. Video must be a minimum of 90 seconds and maximum of 2 minutes in length.
- ii. Final video entry must be submitted via a private online URL link (for example an unlisted YouTube video, a password protected Vimeo, etc.), along with password if applicable and your completed submission form, to be emailed to: submissions@thefilmlife.com by no later than 11:59 p.m. EST, March 24, 2015.

Email subject to read: McDonald's Video Entry.

- iii. The Video must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or constitute copyright infringement. The Video must not contain third-party brand names, trademarks, photos, artwork or music.
- iv. The video must not be exhibited publicly at any time prior to the close of the 2015 American Black Film Festival/ June 15, 2015 and will be disqualified if in breach.

4. Judging. All contest entries received will be screened and judged by the American Black Film Festival, McDonald's representatives, and a selection of film industry experts. Each entry (video) will be judged on the following criteria:

- i. Capture of Concept and Originality (50%)
- ii. Quality of Performances, Dialogue and Production Value (50%)

The three entries with the highest total score will be deemed "the finalists."

5. Verification of Potential Finalists. Potential Finalists must continue to comply with all terms and conditions of these official rules, and winning is contingent upon fulfilling all requirements. Each potential finalist(s) will be notified by verbal announcement. If a potential finalist(s) of any prize cannot be contacted within two (2) days of the winner announcement the week of April 15, 2015, such winner forfeits the prize. In the event that a potential first-choice finalist(s) is disqualified for any reason, ABFF will select the next best scoring finalist(s). In the event a finalist(s) is disqualified for any reason, ABFF will select an alternate potential finalist(s) from all remaining eligible entries. All alternate potential finalists are subject to all requirements set forth in these official rules. Only three (3) alternate finalist(s) for the prize will be selected, after which the prize(s) will remain chosen between remaining, qualified finalist(s). Unclaimed prizes will not be awarded. Winner is subject to verification by Sponsors, whose decisions are final and binding in all matters related to the Contest. An entrant is not a winner of any prize, even if his or her submission is selected, until entrant's eligibility has been verified and entrant has been notified that verification is complete. ABFF will notify finalists by no later than April 20, 2015.

6. Final Screening Format. ABFF will determine the final screening format for public exhibition during the 2015 American Black Film Festival. Entrant must then deliver their video in the requested format to ABFF's offices to the attention of Melanie Sharee, ABFF Ventures, 260 Madison Avenue, 11th Floor, New York, NY 10016 by no later than May 20, 2015.

7. Prizes. One winner of the McDonald's Lovin' Video Competition will be announced onstage on the evening of Sunday, June 14 at the 2015 American Black Film Festival in NYC.

The McDonald's Lovin' Video Competition winner will receive: (a) a film related prize valued at twenty-five hundred (\$2,500.00) dollars from McDonald's; (b) winning film showcased on McDonald's owned properties and subsequent media partner properties.

The McDonald's Lovin' Video Contest finalists will receive: (a) round-trip coach class travel, accommodations, and admission to the 2015 American Black Film Festival (ABFF) in NYC from June 12 – 14; (b) a meeting (in-person or virtual) with an industry professional.

ALL FEDERAL, STATE, AND LOCAL TAXES AND FEES, INCLUDING INCOME TAX, SALES TAX AND LICENSE FEES, AND ANY OTHER EXPENSES ARISING OUT OF THE RECEIPT AND USE OF THE PRIZES, ARE SOLELY THE RESPONSIBILITY OF THE WINNER AND RUNNER UP. ANY DIFFERENCE BETWEEN THE STATED ESTIMATED VALUE OF A PRIZE AND ITS ACTUAL VALUE WILL NOT BE AWARDED. WINNER AGREES TO ACCEPT PRIZE "AS IS."

8. Restrictions. Prize is nonrefundable and nontransferable. Sponsors are not required to offer any substitutions, cash redemptions, or alternative to prizes awarded under this Contest. Sponsors reserve the right to substitute a prize of equal or greater value in the event a prize is unavailable. All prizes awarded are subject to the restrictions and limitations noted in these Official Rules.

9. General Entry. You represent and warrant that any content you submit as your entry does not violate any individual's right of privacy or publicity or a third party's trademark, copyright or other intellectual property. Any individual who attempts or otherwise encourages, directly or indirectly, false contact information under multiple identities, by cellular phone, Internet, or otherwise, or uses any device or artifice to enter or encourage, directly or indirectly, false entries, as determined by the Sponsor or Contest Administrator, will be disqualified. Mutilated, lost, illegible, corrupted, or incomplete entries will be deemed ineligible and disqualified. Sponsors, together with any Co-Sponsor, and Contest Administrator, and their respective parents, subsidiaries, franchisees, affiliates, advertising and promotion agencies, suppliers (including all prize providers), printers, and distributors, and the respective officers, directors, employees, representatives and agents of each and any other person or entity related in any way to this Contest (collectively "Contest Entities"), are not responsible for late, lost, incomplete, misdirected, or damaged entries or for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the sender, or by any of the equipment or programming associated with or utilized in this Contest which may limit the ability to play or participate, or by any human error that may occur in the processing of the entries in this Contest, or for any printing errors in these Official Rules. If for any reason (including infection by computer virus, bugs, worms, tampering, sabotage, natural disasters, acts of God, unauthorized intervention, fraud, technical failures, or any other cause beyond the reasonable control of Contest Entities that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest) the Contest is not capable of being conducted as described in these Official Rules, Sponsors shall have the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest, and select the prize winner(s) from entries received prior to the action taken, or as otherwise deemed fair and appropriate by Sponsor. Sponsors reserve the right to prosecute any fraudulent entries to the fullest extent of the law. At Sponsors' sole discretion, entrants, winners and guests who do not comply with these Official Rules or attempt to interfere with this Contest in any way may be disqualified.

10. Release and Indemnification. By entering, entrants and winner(s) agree to be bound by these Official Rules and the decisions of Sponsors, together with any Co-Sponsor and Contest Administrator, which shall be final for all purposes hereunder, and agree: (1) Contest Entities may use (unless prohibited by law) their names, likenesses, images, photographs, voices, cities/states of residence, and biographical information for advertising, trade and promotion in any media or format now or hereafter known, including on the Internet or via wireless application protocol, without further compensation, permission or notification, except where prohibited by law; and (2) to release, hold harmless and indemnify Contest Entities from and against any and all liability, damages or causes of action (however named or described) with respect to or arising out of either (i) entrants' participation in the Contest or in any Contest-related activity; or (ii) the receipt, possession, or use or misuse of the prizes awarded in the promotion, including but not limited to, any claims for damage to property, personal injury or death, or claims based on defamation, rights of privacy, rights of publicity or merchandise delivery.

11. Miscellaneous Conditions. ENTRANT ACKNOWLEDGES AND AGREES THAT ALL RIGHTS OF OWNERSHIP RELATED TO ANY IDEA OR VIDEO HE/SHE SUBMITS IN CONNECTION WITH THE CONTEST ARE AUTOMATICALLY TRANSFERRED TO SPONSOR. Except to the extent preempted by federal or other applicable state law, the Contest shall be governed by the laws of the State of Illinois, without giving effect to any conflict of law provisions thereof.

By participating in this Contest, each participant agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) a participant may have against the Contest Entities arising out of, relating to, or connected in any way with the Contest, the awarding or redemption of a prize, or the determination of the scope, enforceability or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by American Arbitration Association ("AAA") and conducted before a sole arbitrator pursuant to the applicable Rules and Procedures established by AAA ("Rules and Procedures"); (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 USC. §§ 1-16; (3) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided such location is reasonably convenient for the participant), or at such other location as may be mutually agreed by the participant and Sponsor; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the participant may have entered into in connection with the Contest; (5) the arbitrator shall apply Illinois law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only a given participant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the participant and Sponsor shall be entitled to recover punitive, incidental and/or consequential damages only to the extent permitted by law; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD for claims less than \$10,000 or \$375 for claims greater than \$10,000 but less than \$75,000, and the participant is unable (or not required under the applicable Rules and Procedures) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them

on the participant's behalf, subject to ultimate allocation by the arbitrator. In addition, if the participant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the participant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither Sponsor nor participant shall be entitled to arbitrate their dispute. For more information on AAA and/or AAA Rules and Procedures, persons may visit the AAA Website at <http://www.adr.org>, or contact AAA at 1633 Broadway, 10th Floor, New York, New York 10019.

12. Winner's List and Official Rules. You may view the name of the winners and official rules by visiting www.ABFF.com

13. Sponsors:

American Black Film Festival (ABFF) c/o Film Life: www.ABFF.com

McDonald's USA, LLC, 2111 McDonald's Drive, Oak Brook, IL 60523.