

## TV ONE SCREENPLAY COMPETITION 2015

### OFFICIAL RULES

- **NO PURCHASE NECESSARY. A purchase will not increase your chance of winning.**
- **DISPUTES RESOLVED BY BINDING ARBITRATION WITH NO CLASS RELIEF.**
- **THIS IS A SKILL-BASED CONTEST.**

Important: Please read these rules before entering this Contest. By participating in this Contest, you agree to be bound by these Official Rules.

1. **SPONSOR:** The “Sponsor” is TV One, LLC, 1010 Wayne Avenue, Suite 1000, Silver Spring, MD 20910.
2. **ELIGIBILITY:** The “TV One Screenplay Competition” (the “**Contest**”) is open only to legal residents who are physically located in one (1) of the fifty (50) United States or the District of Columbia, and are at least twenty-one (21) years of age or older. Employees of Sponsor, and their respective parents, affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers, directors, officers, and each of their immediate family members (spouse, domestic partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren) and/or those living in the same household (whether legally related or not) of each are not eligible to enter the Contest or win. Void where prohibited by law.

By entering the Contest, each entrant (including the Finalists and Grand Prize Winner) agrees to execute an exclusive option to purchase agreement (the “**Option to Purchase Agreement**”) with Sponsor in order to be eligible for a prize. The Option to Purchase Agreement shall, amongst other rights, grant to Sponsor the exclusive option to develop and/or purchase the screenplay (the “**Option**”). Sponsor shall have such Option for a period of thirteen (13) months commencing on the end of the Entry Period (the “**Option Period**”). The entrants (including the Finalists and Grand Prize Winner) acknowledge and agree that the chance to win a prize and/or having entrant’s screenplay produced by Sponsor, as outlined in section 7 of these Official Rules, shall constitute good, valuable, complete and sufficient consideration to secure such Option. Entrants also acknowledge and agree that upon notification of status as a Finalist or Grand Prize Winner (and prior to being officially named as a Finalist or Grand Prize Winner and prior to receiving any of the prizes), Entrants must sign and return the Option to Purchase Agreement which shall, amongst other things, give Sponsor certain rights to the applicable screenplays and shall include details regarding the purchase price of the screenplay.

3. **ENTRY PERIOD:** The Contest begins at 12:00 a.m. EST on March 30, 2015, and ends at 11:59 p.m. EST on April 30, 2015 (the “**Entry Period**”).
4. **HOW TO ENTER:** To enter the Contest, you must: Access the contest page available at <http://www.abff.com/about-abff/programming-initiatives/talent-contests/> (the “**Promotion Website**”) to download the application packet. You may enter by completing the application packet and submitting to [screenplaycompetition@tvone.tv](mailto:screenplaycompetition@tvone.tv) and/or following the instructions available on the Promotion Website. All entries must include:
  - a) A completed submission form;
  - b) Signed submission release;
  - c) Properly formatted screenplay (by industry standards) that is appropriate for a two (2) hour made for television movie (which is approximately eighty-four (84) minutes of content and/or approximately eighty-four (84) pages, but a maximum of ninety (90) pages), submitted digitally as a Final Draft (if available) in PDF format (while screenplay writing software is not required, it is preferred);

- d) One (1) page synopsis of the screenplay;
- e) The screenplay's log line;
- f) Character descriptions for the screenplay's main characters;
- g) One (1) page biography for each screenplay writer; and
- h) A scene selection that could be read at a table read (not to exceed 12 pages).

For the purpose of this Contest, a submission is PDF files containing all the aforementioned documents that follow the technical, creative, and legal requirements disclosed on the Promotion Website and elsewhere in these Official Rules, including, without limitation, the Submission Content Guidelines (defined below). Upon successful submission, you will receive one (1) entry into the Contest. Limit three (3) entries per person. For clarification, no individual screenwriter can be attached (either as the sole screenwriter or as a co-screenwriter) to more than three (3) submitted screenplays.

No entries will be accepted that do not follow the Official Rules and/or Promotion Website instructions. All Entries must be received by the Sponsor within the Entry Period. An online entry is "received" when the Sponsor's servers record the entry. Entries must comply with these Official Rules or be disqualified from the Contest at Sponsor's sole and absolute discretion. If you change your contact information after you enter the Contest, it is your sole responsibility to update your information with the Sponsor. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. In the event of a dispute, the potential winner may be required to provide proof that he or she is the authorized holder of the identified e-mail account. Sponsor may run multiple campaigns, contests, contests or other promotions simultaneously. Entry into one (1) campaign, contest or sweepstakes does not constitute entry into any other.

5. **SUBMISSION CONTENT GUIDELINES:** Submissions that do not meet the following "Submission Content Guidelines" are subject to disqualification from the Contest, at Sponsor's sole and absolute discretion:

- Screenplays must be creative, contemporary, engaging, relatable and appealing to Sponsor's audience.
- Submissions must comply with the Official Rules and any Terms of Use posted on the Promotion Website (and/or listed in these Official Rules) and meet all specifications or requirements called for on the Promotion Website, and other advertising for the Contest.
- Except for materials that are in the public domain, each submission, in its entirety, must be a single work of original material created by the entrant and suitable for presentation in a public forum.
- Screenplay submissions must be in the English language and must not exceed ninety (90) pages in length.
- Except for materials in the public domain, submissions must include only materials created by the entrant and must not infringe on the intellectual property rights of any other person or entity. Sponsor does not permit the infringement of others' rights and any use of materials not original to the entrant is grounds for disqualification from the Contest.

- Each submission should not reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual.
- Entrant must have permission from any individuals that appear or that are mentioned in their submission (e.g., family members, friends).
- Entrant gives power of attorney to Sponsor to assign all rights necessary under these Official Rules and the Option Agreement.

6. **DETERMINING THE WINNER:** After the conclusion of the Entry Period, each submission will be reviewed by a panel of judges, knowledgeable in screenplay review, assembled by Sponsor (“**Judges**”), who will review and judge all eligible submissions based on the following judging criteria (collectively, the “**Judging Criteria**”):

**DETERMINING THE FINALISTS:**

- 20% based on ORIGINALITY (Is the screenplay based upon an original idea? Is the screenplay predictable?);
- 10% based on PRESENTATION (Is the screenplay properly formatted by industry standards? Are there misspellings, punctuation and/or grammar issues?);
- 10% based on STRUCTURE (Does the screenplay have a sound plot structure appropriate for the genre of the screenplay? Does the screenplay's plot unfold in a way that propels the story forward?);
- 10% based on PACING (The timing of the action, unfolding of plot elements and character development.);
- 10% based on CHARACTERS (Do the characters have distinctive and layered personalities? Is there an identifiable protagonist and antagonist with identifiable goals?);
- 10% based on DIALOGUE (Do the characters have unique voices? Is the dialogue properly used to propel story?);
- 10% based on THEME (Is there an identifiable underlying message of the story that is organically revealed throughout the screenplay?);
- 10% based on STYLE/TONE (Does the screenplay have a distinct style or tone?); and
- 10% based on COMMERCIAL POTENTIAL (Does the screenplay have the potential to be a commercial success on TV One?).

Based on the total score the Judges assign to each Entry using the Judging Criteria, Sponsor will select the three (3) Finalists with the highest scores. Each potential “**Finalist**” will be subject to confirmation that the potential Finalist has met the eligibility requirements and complied with these Official Rules. In the event of a tie during the Winner selection process, the Sponsor will break the tie using the highest ranking submission in the “Originality” category. If a tie remains, a tie breaking Judge, selected by Sponsor in its sole discretion, will apply the same Judging Criteria to break the tie and determine the Finalist.

## **DETERMINING THE WINNER:**

After the conclusion of judging to determine the three Finalists, each Finalists submission will be reviewed by a different panel of Judges, knowledgeable in screenplay review, who will review and judge each Finalist submission based on the following judging criteria (collectively, the “**Winner Judging Criteria**”) to determine the Winner:

- 50% based on Marketability (Is the screenplay marketable? Does it have the ability to attract a wide audience?)
- 50% based on Suitability (Is the screenplay appropriate for Sponsor’s viewing audience? Will it fit in with other programs on Sponsor’s cable television network?)

Based on the total score the Judges assign to each Entry using the Winner Judging Criteria, Sponsor will select one (1) Finalist with the highest score. The potential “**Winner**” will be subject to confirmation that the potential Finalist has met the eligibility requirements and complied with these Official Rules. In the event of a tie during the Winner selection process, the Sponsor will break the tie using the highest ranking submission in the “Marketability” category. If a tie remains, a tie breaking Judge, selected by Sponsor in its sole discretion, will apply the same Winner Judging Criteria to break the tie and determine the Winner.

7. **WINNER NOTIFICATION AND PRIZE CLAIMING:** Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Contest, and of selection of the Finalists/Winner. Decisions of the Sponsor as to the selection of the Finalists/Winner will be final. The potential Finalists will be notified by e-mail and/or telephone and/or mail by May 25, 2015. The potential Winner will be notified during the “Best of the ABFF” awards ceremony taking place on June 14, 2015 in New York City, New York (the “**Event**”). Notification is deemed to have occurred immediately upon sending of an e-mail, placing of a phone call, notifying in person at the Event or two (2) days after mailing. A potential Winner who provides a P.O. Box may be required to provide an alternative address, causing a delay in notification and acceptance. If the potential Finalist/Winner fails to respond within five (5) days of notification, Sponsor may select another potential Finalist/Winner at Sponsor’s discretion.

Each potential Finalist/Winner may be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (the “**Prize Acceptance Release**”), and return same within the time period specified at notification before being eligible to receive his or her prize.

## **8. PRIZES AND VALUES:**

### **FINALIST:**

Sponsor will award the three (3) Finalist prizes. Each Finalist will receive a trip to the 19<sup>th</sup> Annual American Black Film Festival (the “**Festival**”) in New York City, NY, taking place June 11, 2015 through June 14, 2015 (“**Prize**”) to include:

- (i) One (1) round-trip coach class airfare ticket to New York City, New York for Finalist only, (or up to two (2) round-trip coach class airline tickets for Finalist and Co-Writer, if applicable);
- (ii) Shuttle ground transportation from the airport to the hotel on the day of arrival and from the hotel to the airport on the day of departure for the screenplay writer only (and for co-writer if applicable);
- (iii) One (1) standard hotel accommodations (either single or double occupancy) for up to four (4) nights;
- (iv) Per Diem of One Hundred Dollars (\$100.00) per day, for four (4) days (for writer only);
- (v) One (1) pass for writer only (or up to two (2) passes for writer and co-writer, if applicable) providing access to the American Black Film Festival events (The passes do not include or provide access to the Master Classes/Workshops); and
- (vi) The opportunity to have a scene from their screenplay read by actors at a table-read during the Festival.

If, in Sponsor's sole discretion, it is deemed that air travel is not required due to a Winner's proximity to the Festival, roundtrip train tickets or ground transportation may be substituted for roundtrip air transportation and the difference in value will not be awarded to the Winner. Specific travel arrangements will be made in Sponsor's sole discretion.

Approximate Retail Value for each Finalist prize "ARV": \$1,800.00. Actual retail value of Prize may vary depending on point of departure, travel dates and fare/rate fluctuations. Any other costs associated with the prize receipt and/or uses that are not expressly stated above are not included in the prize package and are solely the responsibility of the Finalists.

**WINNER:**

Sponsor will award one (1) Grand Prize. The Grand Prize winner will receive Five Thousand Dollars (\$5000.00) and the opportunity to have their screenplay developed and produced to premier at the 2016 American Black Film Festival. ARV of Grand Prize: \$5,000.00.

The total ARV for all Prizes: \$10,400. Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion, and are subject to change. In the event that Sponsor is unable to provide the Finalists/Winner with their prize, the Sponsor may elect to pay the Finalist/Winner the ARV of the Prize, or award an alternate prize of comparable or greater value. All prizes are awarded "AS IS" and without warranty of any kind, express or implied. Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s). ARV of the prize is based on available information provided to Sponsor and may be reported for tax purposes as required by law. The Winner may be required to provide Sponsor with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of Winner, or if a minor in the jurisdiction in which she or he resides, in the name of her/his parent or legal guardian, for the actual value of the prize received. Unclaimed prizes will be forfeited.

9. **PRIVACY AND CONTEST COMMUNICATIONS:** Personal information collected from entrants during the Contest is subject to Sponsor's Privacy Policy available at <http://tvone.tv/4422/privacy-policy/>. By entering this Contest, you understand that Sponsor, its third party vendors, and its advertising or promotion agencies may use your personal information (including e-mail address) for administration of the Contest, the fulfillment of Prizes, for marketing purposes and to provide you with information about Sponsor's programs, products, services and special offers. You expressly consent to the use of your information by Sponsor and its advertising or promotion agencies for such purposes. By entering this Contest you also agree to receive autodialed texts and understand that agreement to same is not a condition of participation in the Contest.
10. **PUBLICITY RELEASE:** Except where prohibited, by participating, you grant Sponsor permission to use your name, username, social networking name, photograph, voice, any other likeness, or comments for publicity purposes, in any and all media, now known or hereafter devised, without payment to you.
11. **INTELLECTUAL PROPERTY.** The Contest Official Rules, the Promotion Website, and all related web pages, content and code are the property of the Sponsor, promotional partners of Sponsor, or authorized third parties. The copying of any of those materials, associated trademarks or any other intellectual property without the express written consent of its owner is strictly prohibited. By submitting any content to Sponsor and/or the Promotion Website ("User Promotion Content"), you irrevocably: (a) Grant Sponsor a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to all rights in the User Promotion Content (e.g., copyright) together with all consents necessary to enable its exploitation by

any means and in all media now known or hereafter devised, without payment or other reference to you or any other person, and to advertise such exploitation in perpetuity; and (b) Confirm that the User Promotion Content is original, does not violate any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, etc.) of any person/entity.

12. **PRESS AND MARKETING COMMITMENTS:** For any Finalist screenplay submitted to this Contest, the screenwriter(s) agree(s) to participate in any press and marketing opportunities, interviews and photos in connection with the Contest, including participation and attendance at both the Table Read and the Event (Awards Ceremony) at the Festival.
13. **RELEASE:** By participating in the Contest, you agree to release Sponsor, and the applicable parents, subsidiaries, affiliates, promotional partners, agents, distributors, licensors, licensees, representatives, attorneys, prize providers and advertising and promotion agencies, and each of their respective directors, officers, employees, agents, successors and assigns (“**Released Parties**”) from any claims, liability, costs, losses, damages or injuries of any kind arising out of or related to your participation in the Contest. You agree that the Released Parties: (A) have neither made nor will be responsible for any warranty, express or implied, in connection with the Contest (including Prizes); (B) and will not be responsible or liable for any injury that may be caused by the wrongful act of any other person or entity, including Promotion Website users, and by any cause whatsoever beyond the control of the Released Parties. You further understand and agree that all rights under Section 1542 of the Civil Code of California (“**Section 1542**”) and any similar law of any state or territory of the United States that may be applicable are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”
14. **YOUR REPRESENTATIONS, WARRANTIES AND INDEMNITY:** You represent and warrant that you have read, understand and will follow the Official Rules. You further represent that you have the right to agree to these Official Rules. You agree to indemnify and hold the Released Parties harmless from and against any third party claim, to the extent relating to any breach of any representation, warranty or covenant made by you in your acceptance of these Official Rules.
15. **SUSPENSION / MODIFICATION / TERMINATION:** If Sponsor is prevented from continuing with the Contest by any event or cause beyond its control, e.g., events of nature, interference by humans or entities unrelated to Sponsor, acts of government (each a “**Force Majeure**” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest. If the Contest is terminated, the Sponsor, at its sole discretion, may select the potential Winner from all eligible entries received prior to termination.
16. **TAMPERING:** Sponsor will disqualify any individual that attempts to tamper with or undermine the legitimate operation of the Contest and reserves the right to seek damages (including attorneys’ fees) and other remedies from any such individual to the fullest extent permitted by law.
17. **GOVERNING LAW / LIMITATION OF LIABILITY:** All issues concerning the Contest and these Official Rules shall be governed by California law, except for idea submission or implied contract claims based upon User Promotion Content that will be governed by New York law, without giving effect to any choice of law or conflict of law rules that would cause the application of any other state’s laws.

BY ENTERING THE CONTEST, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY CLAIMS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO

CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 18. DISPUTE RESOLUTION; ARBITRATION NO CLASS RELIEF:** To the fullest extent permissible by law, with the exception of disputes pertaining to Sponsor's intellectual property rights, ANY DISPUTE BETWEEN YOU AND SPONSOR RELATING TO THE CONTEST SHALL BE REFERRED TO AND FINALLY RESOLVED THROUGH **BINDING ARBITRATION** ADMINISTERED BY JAMS UNDER THE JAMS STREAMLINED ARBITRATION RULES AND PROCEDURES ON AN INDIVIDUAL BASIS WITH **NO CLASS RELIEF**. This clause shall be construed as a "written agreement to arbitrate" pursuant to the Federal Arbitration Act.
- 19. NAME OF WINNER/OFFICIAL RULES REQUESTS:** To receive the name of the Winner, send a stamped self-addressed envelope to: "Contest Winners List" (Attn: Business & Legal Affairs) TV One, LLC, 1010 Wayne Avenue, Suite 1000, Silver Spring, MD 20910. Please indicate which Contest winners list you are requesting (i.e., the name of this Contest). For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: "Contest Official Rules". (Attn: Business & Legal Affairs) TV One, LLC, 1010 Wayne Avenue, Suite 1000, Silver Spring, MD 20910 prior to the end of the Entry Period. Please indicate which Contest Official Rules you are requesting (i.e., the name of the Contest). Vermont residents may omit return postage with Official Rules requests.
- 20. MISCELLANEOUS:** The invalidity of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be unenforceable, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid provision were not contained here. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives are not responsible for any typographical or other errors in the administration of the Contest, including, but not limited to, errors in any printing or posting of these Official Rules, the selection and announcement of any winner, or the distribution of any prize. You agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience and will not be deemed to affect the meaning of this document. By entering the Contest, you accept Sponsor's Privacy Policy located at <http://tvone.tv/4422/privacy-policy/> and Terms of Use located at <http://tvone.tv/terms/>, each as posted on the Promotion Website. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Promotion Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

//End of Official Rules//