

2018 ABFF truTV Comedy Breakout

OFFICIAL RULES

DESCRIPTION: The American Black Film Festival (“ABFF”) provides unprecedented access and exposure for emerging artists looking to showcase new and innovative ideas for television and film programming. The 2018 American Black Film Festival (the “2018 Festival”) is currently scheduled to take place in Miami Beach, FL from June 13 to June 17, 2018. The 2018 Festival’s “truTV Comedy Breakout” (the “Program”) shall take place concurrently with the 2018 Festival. The entry period for the Program begins on March 30, 2018 and ends on April 16, 2018 (“Entry Period”). Entries must be received by 11:59 PM EST on April 16, 2018. **By submitting an entry to this Program, entrants agree to these Official Entry Rules and acknowledge that the decisions of judges shall be binding and final in all matters relating to this Program.**

ELIGIBILITY: The Program is open to all writers, as long as their Concept is not financed by (a) any programming service (including, but not limited to, any broadcast channel, cable or programming service) as well as any digital or Internet brand extensions of any television outlets, and (b) who are not currently engaged in any contractual commitments or relationships preventing them from entering into a free and clear exclusive development deal with truTV (“Program Partner”) or ABFF. Entrants who have, within six (6) months prior to the begin date of the Program and thereafter, been employees (including but not limited to employees, consultants, independent contractors, and interns), officers, and directors of ABFF, truTV (“Program Partner”), and those of their respective parent, subsidiary, and related companies, licensees, service providers, web service providers, prize suppliers, advertisers and any other person or entity associated with the Program (collectively “Program Entities”), their immediate families (spouses, children, siblings, parents), and/or persons living in the same household (whether or not related) are ineligible to participate in this Program. Programs created or funded by broadcast or cable networks are ineligible to compete in the Program.

By entering, participants agree to indemnify, defend, release, discharge and hold harmless ABFF and Program Partner their affiliates, employees, officers, directors, licensees and assigns from any and all claims, liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to any claims based on rights of privacy, rights of publicity, false light, defamation, copyright and/or trademark infringement or breach of implied contract, or breach of any of participant’s representations, warranties, covenants or obligations under these Official Rules. By entering this Program all entrants grant to the ABFF and Program Partner the unrestricted right to use their respective names, photographs, likenesses, voices, and/or biographical information for ABFF programming, publication, publicity, advertising and all other promotional purposes without compensation, review or approval unless prohibited by law. All federal, state and local laws and regulations apply.

HOW TO ENTER: Entrants shall create and submit a paper developed half-hour comedic format (1 - 2 page document) consisting of the following: (a) the type of format, (b) a logline of the show premise/concept and (c) a description of the concept including: 1) is there Talent (or a group of talent) at the lead of the show? Why this talent? 2) who is participating in the show? And where does the show take place? 3) If it’s a game show format - What are the rules of the game and how does it work? What are the stakes? (all material together, an “Entry”). Please also submit a bio, resume, and relevant links if available. To enter, go to www.ABFF.com and click on the link for “truTV Comedy Breakout,” then click on the link labeled “Submit,” fill out the personal information form and read and agree to the “Terms of Use,” “Privacy Policy” and these Official Rules. All documents must be uploaded in the formats specified on the Submit Page using the Browse and Attach links. All entries must be submitted via www.ABFF.com. Each entry must include only one (1) concept. In the event any portion of an Entry exceeds the maximum page length, ABFF will only evaluate the Entry based on the maximum page count. At ABFF’s sole discretion, any Entry which exceeds the maximum page length may be disqualified. Entries that exceed the maximum page length may be resubmitted during the Entry Period, to conform Entry to the time limits above for the Program. Entries must be no-language or English-language. There is no fee to enter this Program. There is no limit to the number of entries a person may submit.

ABFF, its affiliates, employees, officers, directors, licensees and assigns will not be responsible for late, lost, incomplete, illegible, damaged, garbled, technically corrupt, or misdirected entries. Due to the volume of materials submitted, entries may not be acknowledged or returned.

It is the sole responsibility of the entrant to notify ABFF in writing if the entrant changes their address, phone number, or other contact information. To do so, email info@abffventures.com or write to: American Black Film Festival – Attn: Talent Pipeline Programs, 260 Madison Avenue, 11th Floor, New York, NY 10016 Address Change Notification must be received on or before May 2, 2018.

Additional Entry Regulations: Each entrant represents and warrants to the ABFF that their entry is (i) completely the original work of the entrant, (ii) not copied from any other source or previously broadcast or otherwise distributed or disseminated on television (except for previous broadcast on locally distributed campus or public access television or limited Internet broadcast) (iii) not in the public domain, and (iv) not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity. If ABFF, in its sole discretion, has reason to believe that any Entry contains any material that may infringe or violate any law or any rights of a third party, ABFF may immediately disqualify such Entry and take all other measures ABFF may deem appropriate.

Entries that contain any content determined by ABFF in its sole discretion as indecent, inappropriate, morally objectionable or otherwise unfit for dissemination or broadcast will be immediately disqualified. Entries not meeting stated running time requirements may be disqualified. Entries not satisfying these Official Entry Rules in any respect will be disqualified. Each entrant further agrees to sign, and to obtain (at the entrant's expense) from all necessary third parties, all releases, permissions and other written documents, in a form acceptable to ABFF, as may be required by the ABFF and any of its affiliates or partners upon request so as to confirm, record and/or perfect their rights in the Entry. Without limiting the generality of the foregoing, each entrant acknowledges and agrees that upon ABFF's request, they will provide to ABFF all necessary written releases and permissions pertaining to on-camera talent, writers, composers, and any other third parties providing any services or materials in connection with such entrant's Entry in the Program.

Each entrant further acknowledges that the ABFF, Program Partner and their affiliates, employees, officers, directors, licensees, assigns, and ABFFs (collectively the "Program Entities") engage and have engaged in extensive activities in connection with developing, writing, acquiring, publishing, disseminating and broadcasting literary, artistic, and other material, including stories, ideas, themes, plots, titles, screenplays, teleplays, treatments, formats, and concepts (collectively, the "Materials"). In submitting an Entry to ABFF, each entrant acknowledges and understands that any Materials that the Program Entities may hereinafter use or exploit may have originated with the Program Entities themselves or may have been acquired from the Program Entities' employees or other parties, and that such Materials may duplicate, parallel or resemble the entrant's Entry to the Program.

By submitting an Entry, entrants acknowledge that they understand and agree that the Program Entities' use of Materials containing features and elements similar to or identical with those contained in their Entry shall not entitle the entrant to any compensation whatsoever. As an inducement to ABFF to accept the entrant's Entry into the Program, each entrant hereby waives any claim or right of action against any of the Program Entities or their successors in connection with the Program Entities' use of any Materials (or any portions thereof) whether or not such Materials contain any features or elements similar or identical to those contained in an entrant's Entry. In addition and without limiting the foregoing, each entrant acknowledges and agrees that he/she must execute the pitch agreement provided by Program Partner ("Pitch Agreement") before any portion of his/her Entry can be provided by ABFF to Program Partner for consideration as a Finalist or otherwise.

Judging:

Finalist Selection: Preliminary judging will take place from the time the Entry Period ends through and including May 7, 2018. The judging panel, selected by ABFF, in its sole discretion, will select a number finalists (the "Finalists") from all eligible Entries received in accordance with these Official Rules, based on the following criteria, weighted equally: (i) originality; (ii) creativity; and (iii) overall impression. In the event of a tie, tied entries will be re-judged based solely on the criteria of: overall impression. Decisions of the judging panel as to the selection of the Finalists will be final. Entrants may be required to submit further information to assist in the judges' verification of eligibility. The selected Finalists will be notified by telephone and/or e-mail on or about May 14, 2018. ABFF is not responsible for false, incorrect, changed, incomplete or illegible contact information. Finalists may be required to sign and return additional documents including, without limitation, the Pitch Agreement within five (5) business days of receipt. If any potential Finalist does not reply to any notification within forty-eight (48) hours, or fails to return any required documentation within five (5) business days of delivery, such Finalist may be disqualified in the sole discretion of ABFF and an alternate Finalist may be selected. Finalists CANNOT proceed to the next round until all such properly executed and notarized documents are returned. ABFF shall not be responsible in any way for any delayed, lost or misdirected notification or other communication from or to ABFF. From among the confirmed Finalists, truTV will select one (1) "Winner" applying the judging criteria specified above.

The Winner will receive the opportunity to enter into a development agreement with truTV ("Development Agreement") which will include a development budget for further development of the concept presented in the Finalists Entry not to exceed Fifteen Thousand Dollars (\$15,000) with truTV having the right to increase such budget to meet any applicable guild minimums and requirements. truTV will negotiate with the selected Winner in good faith

for 60 days (Negotiation Period) to reach agreement on the terms of the Development Agreement. If a final Development Agreement is not reached and executed by both truTV and the Winner within the Negotiation Period, truTV has the right to (i) select an alternate Winner and negotiate a Development Agreement with such alternate Winner pursuant to the process set forth above, with no obligation to provide any prize or reward to the originally selected Winner, or (ii) forego awarding a prize to any entrant altogether. For the avoidance of doubt, unless otherwise agreed upon by truTV in its sole discretion the Development Agreement to be offered to the Winner will be in connection with the development of the same project/concept presented in the Winner's original Entry.

GRANT OF RIGHTS: By entering, each entrant acknowledges and agrees that ABFF and Program Partner shall have the exclusive, irrevocable, and royalty-free right to use, reproduce, edit, display, transmit, modify, publish and otherwise exploit the submitted Entry for judging purposes and otherwise solely in connection with the execution of the Program; and that Program Partner shall have such further rights as set forth in the Development Agreement, if and when applicable. Entrants hereby forever waive and relinquish all so-called "moral rights (droit moral)" now or hereafter recognized in connection with Entries submitted as part of the Program. Each Entrant acknowledges and agrees that the Development Agreement to be executed by the Winner will, among other things, include an exclusive assignment and transfer to Program Partner of all of such Winner's rights of every kind or nature, whether now known or hereafter devised, in and to the material contained in the Entry and any and all elements included therein (the "Material") including, but not limited to, any copyrights, trademarks and service marks contained therein and all extensions and renewals thereof, and all ancillary, allied and subsidiary rights related to the Material and other derivative works of any kind or nature, with the right to make all uses thereof and the right to control the reproduction, exhibition and exploitation of the Material, in perpetuity throughout the universe, in any and all media, whether now known or hereafter devised, and the right to make all changes in the Material as Program Partner elects, in its sole discretion. Winner(s) may be required to participate in a reasonable number of customary promotional and publicity activities (including public appearances, press junkets, interviews, and the like) to promote the American Black Film Festival and the Program. Entrants agree not to issue any publicity concerning ABFF or Program Partner. Winners agree that ABFF and Program Partner shall have the sole discretion in determining the extent and manner of use of entries and are not obligated to use any entries.

Additional Conditions of Participation: If for any reason the Program is canceled or cannot be administered or completed as planned, the ABFF reserves the right, at its sole discretion, to terminate, modify and/or suspend the Program and to determine the winners by having the judges evaluate all eligible entries received prior to the action taken, or as otherwise deemed fair and equitable by the ABFF.

Notwithstanding the foregoing, the ABFF reserves the right to terminate, modify or suspend this Program due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; the recapture of any time period scheduled for the live telecast of a program for an event of national importance or emergency; failure of technical facilities; failure of essential production, or technical personnel to appear or be available for production or broadcast; or other cause beyond its control. By entering, each entrant agrees that should this Program be terminated for any reason such entrant irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.

Questions: For additional information, please contact: info@abffventures.com