

“BET AND COLOR CREATIVE SCRIPT TO SCREEN CONTEST”

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS COMPETITION. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS COMPETITION IS VOID WHERE PROHIBITED BY LAW.

PLEASE READ THESE COMPETITION OFFICIAL RULES (“OFFICIAL RULES”) CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHT TO BRING A LAWSUIT IN COURT TO RESOLVE ANY DISPUTES ARISING HEREUNDER. These Official Rules state that any dispute between you and Sponsors (defined below) regarding the Competition must be resolved in binding arbitration on an individual basis, and in any event may not proceed on a class basis or otherwise seek class-wide relief.

1. Competition Overview:

A. **“Sponsors”**: BET Productions IV, LLC (“**Producer**”) and Color Creative (“**Color Creative**”) are the sponsors of this Competition and are collectively referred to as Sponsors in these Official Rules, where appropriate.

B. **“Competition”**: BET is looking for the next great writer. To enter this skills-based competition, complete the application, agree to these Official Rules and submit a one-page description (“**Description**”) of the thirty minute or sixty minute script, an original thirty minute or sixty minute pilot script including revisions (if applicable) (“**Pilot Script**”) and other materials at <http://www.abff.com/talent-pipeline-programs/> (“**Site**”).

C. **“Prize”**: The winning Participant will receive \$25,000 and their script may potentially be produced as a linear television or digital series (“**Winning Script**”).

2. **“Submission Period”**: The entry period for the Competition begins April 20, 2018 at 12:01 AM Pacific Standard Time and ends May 2, 2018 at 11:59 PM Pacific Standard Time.

3. **“Eligibility Requirements”**: The Competition is open only to individuals who meet the following Eligibility Requirements at the time of entry:

A. Must be at least 21 years of age or older at the time of entry.

B. Must be a legal resident of the fifty (50) United States or the District of Columbia and eligible to work in the United States at the time of entry.

C. Must not have previously received credit or been engaged as writer for a television series or feature film.

D. Descriptions and Pilot Scripts (if applicable) must not have nor currently been previously optioned, sold, licensed or produced as a live stage production, theatrical motion picture, television or online program.

E. May not be, or have an immediate family member (including, without limitation, spouse, ex-spouse, domestic partner, ex-domestic partner, parents, grandparents, siblings, children, and step-children), and/or those living in entrant’s household (whether or not related) who is, an employee, officer, or board member of any of the following, either currently or within the last two (2) years:

1. BET, or any of their respective affiliated or subsidiary companies (including, without limitation, MTV, MTV2, MTVU, VH1, COMEDY CENTRAL, TV LAND, SPIKE, CMT, LOGO, NICKELODEON, NICK-AT-NITE, or EPIX);
2. Color Creative or any of their respective affiliated or subsidiary companies;
3. Any person or entity supplying prizes and/or services to the Competition or the Project; or
4. Judges or any other person or entity involved in the development, production, distribution or other exploitation of the Project or any variation thereof.

F. By entering the Competition, entrants represent that they satisfy the above Eligibility Requirements (to the best of their knowledge), as of the date of entry. Sponsors are relying on the accuracy of these representations and each entrant agrees that if he or she discovers that any of his or her representations are inaccurate or incomplete, the entrant shall immediately notify Producer. Competition entrants who satisfy all of the above requirements are referred to as “**Participants.**” The entities and individuals described above in Paragraph 3.D.1-4 are collectively referred to in these Official Rules as “**Competition Entities.**”

4. **Content Requirements:**

A. “**Initial Submission**”: To enter the Competition, each Participant must submit the following materials at the Site during the Submission Period:

1. An original one-page description which must include the following: a title, short logline, a synopsis of the Pilot Script and a brief description for a potential series (collectively “**Description**”);
2. A signed Acknowledgement of these Official Rules; and
3. A signed Description & Submitted Material License & Release (“**Submission License & Release**”).

B. **Limit: One (1) entry per Participant(s).**

C. **Theme:** Descriptions must (a) showcase an untapped part of the black experience that Participant thinks would fit BET’s programming and audience and (b) feature characters of color.

D. Descriptions must be the original work and sole property of the Participant(s) submitting them. Descriptions that are collaborative works of no more than two writer(s) will be accepted so long as (i) each writer of the team submits an application and e-signs these Official Rules and the Description, Pilot Script & Submission License; (ii) the names of both writers are included in each application with one writer identified as the primary contact; (iii) there are no more than two (2) writers; (iv) each writer satisfies all Eligibility Requirements set forth in Section 3, above, and is otherwise in compliance with and agrees to these Official Rules and the Description, Pilot Script (if applicable) & Submission License & Release.

E. Sponsors are not soliciting the creation of new Descriptions or pilot scripts.

F. Descriptions and pilot scripts (if applicable) may be in any genre, but must be intended for production as a live-action (not animated) television series.

G. Descriptions and Pilot Scripts (if applicable) must not have been previously optioned, sold, licensed or produced as a live stage production, theatrical motion picture, television or online program.

H. Descriptions and/or Pilot Scripts (if applicable) must not have **won** a previous screenwriting competition. If prior to entering the Competition, Participant previously submitted the Description and/or Pilot Script into another screenwriting competition(s), then Participant must disclose the name of the other competition at the time of entry. Sponsors reserve the right to remove such Description and/or Pilot Script from the Competition. By submitting a Description and/or Pilot Script (if applicable), Participant represents, warrants and covenants that it will not be entered into any other contest or competition until the Winner is announced.

I. Descriptions and/or Pilot Scripts must not include material that: (i) defames any individual or entity; (ii) invades the privacy or misappropriates publicity rights of any third party; (iii) infringes the copyright of any third party or is otherwise unlawful or infringing; or (iv) is harmful to users of the Site or could adversely impact the Competition, Site, other Participants.

J. Participant acknowledges that Sponsors and Competition Entities may now or in the future have motion pictures, television programs, and other creative materials in development or production that include ideas, concepts, plots, characters, settings, and themes similar to Participant's Description and/or Pilot Script and that Participant will not be entitled to any compensation or right to negotiate with Sponsors because of any such similarities. Nothing in these Official Rules or related materials shall create an implied or express contract to compensate Participants for their Descriptions and/or pilot scripts, except as specifically described in these Official Rules.

K. Producer reserves the right to notify any Participant of Producer's interest in negotiating directly with Participant to develop and potentially produce a television series and/or motion picture based on the Description and/or Pilot Script. If Participant agrees to move forward with such negotiation, Participant's submitted Description and/or Pilot Script will not move forward in subsequent rounds of the Competition.

L. Producer recommends that Participants register their Description and/or Pilot Script with the U.S. Copyright Office. Participants must retain all rights in their Description and/or Pilot Script throughout the Competition, so that if the Participant wins the Competition, Participant can assign rights in and to the Description and/or Pilot Script to Producer for production of the winning Pilot Script, free of any limitations, restrictions or third party obligations.

5. **Technical Requirements:**

A. Descriptions must be one-page, written in English, and formatted using industry-accepted standards.

B. Pilot Scripts must be formatted using industry-accepted standards and must not exceed 35 pages for a thirty minute pilot or 60 pages for a sixty-minute pilot.

C. Participant names or other identifiers must not be included anywhere on the Description and/or Pilot Script or title page.

D. No hard copy submissions will be accepted.

E. New drafts, substitutions or corrected pages will not be accepted after initial submission of each Description and/or Pilot Script (if applicable). Producer will not be responsible for submissions that are incomplete, lost, unintelligible, misdirected, or damaged while in transit.

6. **Competition Structure:**

A. **1st Round:**

1. Initial Submissions that do not conform to technical requirements in these Official Rules will be automatically disqualified.
2. Each Initial Submission that satisfies all the requirements in these Rules will be reviewed by one or more designees selected by Sponsors (“**Judges**”) based on the following criteria (“**Criteria**”):
 - a) Originality of Concept
 - b) Use of Black Culture
 - c) Appeal to BET Audience
 - d) Viability For a Long Running Series
3. The entry period for the Initial Submission begins April 20, 2018 at 12:01 AM Pacific Standard Time and ends May 2, 2018 at 11:59 PM Pacific Standard Time.
4. Judges will select the top submissions not to exceed fifty (50) Initial Submissions based on the Criteria to advance to the 2nd Round (“**Top 50**”) and the Top 50 will be notified by May 14, 2018.

B. **2nd Round:**

1. If individuals comprising The Top 50 would like to advance to the 2nd Round, they would need to submit a Thirty or Sixty Minute Pilot Script formatted using industry-accepted standards.
2. The entry period for the Pilot Script submissions begins May 15, 2018 at 12:01 AM Pacific Standard Time and ends May 21, 2018 at 11:59 PM Pacific Standard Time.
3. The Pilot Script will be reviewed by Judges and ranked on a scale from 1 (poor) to 10 (outstanding) based on the following “**Script Criteria,**” with criteria assigned a number score that will be added together to arrive at a total score for the Pilot Script:
 - a) Quality of writing;
 - b) Originality of Idea;
 - c) Story Structure;
 - d) Development of Characters;
 - e) Dialogue;
 - f) Use of Black Culture;
 - g) Viability For a Long Running Series;
 - h) Appeal to BET Audience;
 - i) Theme; and
 - j) Overall Entertainment Value of the Pilot.
4. The six (6) Pilot Scripts with the highest aggregate scores based on the Script Criteria will advance to the 3rd Round (“**Interviews**”).
5. In the event of a tie, the tied Pilot Script(s) with the highest score in Originality of Idea will become a Semi-Finalist and move to the 3rd Round. If there is still a tie, the Pilot Script(s) with the highest score in Appeal to BET Audience will move forward to the 3rd Round.

6. **“Second Round Submission”**: Participants who advance to the 2nd Round will be contacted by email by May 14, 2018 and must submit the following additional materials by the deadline(s) specified by Sponsors:

- a) Signed Participant Agreement; and
- b) Authorization for Background Check.

For any Pilot Script that is a collaborative work, each Participant who collaborated on the Pilot Script must submit a signed Participant Agreement and Authorization for Background Check. These additional materials may be used in subsequent rounds, but will not impact scores in the 2nd Round.

C. **3rd Round / Semi-Finalists:**

1. **Background Check/Clearance:** After the 1st and 2nd Rounds, background checks will be conducted on the Participants with the top six (6) (**“Top 6”**) Pilot Scripts. If a Participant with one of the six (6) highest scoring Initial Submissions is disqualified based on the results of the background investigation, Judges may select another Participant from the pool to take his/her place.

2. Participants who advance to the 3rd Round will be contacted by email by June 4, 2018.

3. **Interviews:** The Top 6 Semi-Finalists will be interviewed by Judges about their ideas around their Pilot Script at a date time during June 4, 2018 and June 7, 2018.

4. **“Semi-Finalists”** will be those Participants who:

- a) Selected as Top 50 for the Initial Submission and Selected as Top 6 for the Second Round;
- b) Submit their Second Round Submission within the deadline(s) set by Sponsors;
- c) Receive satisfactory results from Producer’s background investigation, as determined by Producer in its sole discretion; and
- d) Send Producer timely confirmation their willingness to continue participating in the Competition and Project by returning the signed Participation Agreement.

D. **4th Round / Top 3 Finalists:**

1. Producers and Color Creative will select three (3) Finalists out of the Top 6 and they will be contacted by email by June 8, 2018.

2. The Top 3 Finalists will receive a trip to the 2018 American Black Film Festival (ABFF) in Miami from June 13, 2018 to June 17, 2018 where they will have an opportunity to attend round-table sessions with industry veterans and a private luncheon with executives from both Producer and Color Creative.

3. Producers will provide the Top 3 Finalists with notes to their submitted Pilot Script by June 22, 2018. The Top 3 Finalists will have the opportunity at their election to make any modifications to their submitted Pilot Scripts based on the notes provided by Producers. The revised Pilot Script must be submitted by July 20, 2018 at 11:59 PM Pacific Standard Time.

4. Judges will select a **“Winner,”** subject to meeting the requirements stated below. POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSORS, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE COMPETITION. A PARTICIPANT IS NOT THE WINNER UNLESS AND UNTIL PARTICIPANT’S ELIGIBILITY HAS BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

7. **Selection and Announcement of Winner:** The Winner will be announced on August 1, 2018.

8. **Prize/Winner’s Obligations:**

A. There will be one (1) Prize awarded in this Competition: The winning Pilot Script will be purchased by Producer for \$25,000.

B. Producer (or their successors or licensees) will enter into a standard purchase agreement with the Winner to acquire all rights, title, and interest in and to the winning Pilot Script (**“Purchase Agreement”**) for **\$25,000 (“Script Purchase Price”)**. If the Winner does not execute the Purchase Agreement for any reason, the Winner will be deemed to have forfeited the Prize, and Sponsors reserve the right to award the Prize to another finalist as an alternate winner. The Script Purchase Price and any fees paid to Winner to perform development and/or production services in connection with the Winning Script will be included within the budget to be provided for the Winning Script.

C. The Prize will be awarded subject to the condition that the Winner is and remains in compliance with the Official Rules, Submission License & Release and Project Participant Agreement at all times during the Competition and through the development and production of the Project. The Prize cannot be substituted, shared, assigned, transferred, or exchanged. If the Winner is found to be ineligible or in violation of the representations and warranties in these Official Rules, Winner will forfeit her/his/their entitlement to the Prize.

D. If the Winner engages in (1) criminal conduct; (2) behavior (or makes statements), including, without limitation, on social media platforms that is obnoxious, inappropriate, threatening, or illegal, or which shocks, insults or offends a substantial portion of the community or reflects unfavorably on Winner and Sponsors in a significant and material way; (3) behavior that is intended to abuse, threaten, or harass any other person, Producer reserves the right to terminate Participant’s right to receive the Prize. In either case, Sponsors will determine in Sponsors’ sole discretion whether to award the Prize to the Participant in second place, or another alternate if such second place winner is disqualified.

E. Winner will be required to sign and deliver additional documents to confirm Winner’s grant of rights to the Pilot Script and other submitted materials to Producer (**“Additional Documents”**). If Winner does not complete and return Additional Documents within five (5) business days after Producer’s (or its designee’s) request, Winner hereby irrevocably appoints Producer as Winner’s attorney-in-fact with the full power to execute, acknowledge the Additional Documents and to record the Additional Documents in the U.S. Copyright Office or elsewhere. Winner’s appointment of Producer as its attorney-in-fact is coupled with an interest. Winner shall receive the Prize within six (6) weeks upon Producer’s receipt of the fully executed Purchase Agreement and any and all completed Additional Documents required by Producer.

F. Winner is solely responsible for all federal, state, and/or local taxes that may be come due as a result of Winner’s receipt of the Prize and another compensation received during the Competition (e.g., Scene Budget, etc.). An IRS Form 1099 may be issued in the name of the Winner for the value of the Prize and for any other compensation or funds provided to Winner in connection with the Competition and Project.

G. If any Participant is a member of a collective bargaining organization, such Participant is solely responsible for determining whether Participant's participation in the Competition and Project complies with Participant's obligations under collective bargaining agreements. Sponsors reserve the right to address any union or guild issues arising from this Competition in its absolute discretion, including disqualifying any Finalist or Winner who would otherwise cause Producer to violate a union or guild agreement.

9. **Consent to use Name and Likeness:** Except where legally prohibited, each Participant grants permission to Producer, Sponsors and their respective agents, representatives and designees to use Participant's name, address, photograph, voice, likeness, and Prize information for advertising, promotional or other purposes in all forms of media, now known or developed later, worldwide, without further compensation, notice or permission.

10. **Representations and Warranties:** By entering the Competition, Participant represents and warrants that: (a) except for elements that are in the public domain, all elements of the Description and Pilot Script (if applicable) are wholly original and are not a copy of imitation of other material; (b) Participant has the right to grant all rights granted to Producer in these Official Rules and Producer may exercise such rights without obligation or liability to any third party; (c) the Description and Pilot Script (if applicable) will not defame nor infringe the rights of any third party, including, without limitation, copyright, privacy rights, false light; (d) the Description and/or Pilot Script is not the subject of any threatened litigation or dispute that could give rise to a litigation; (e) Participant has not previously optioned, sold or otherwise transferred rights to the Description and Pilot Script to any third party; (f) Participant has satisfied all Eligibility Requirements in these Rules at the time of entry into the Competition and will notify Producer if circumstances change which would make Participant ineligible; (g) Participant created the Description and/or Pilot Script without knowledge of the Competition.

11. **No Obligation to Use:** There is no guarantee that any Participant will actually appear in the Project or that the Winning Script will be produced or distributed. Producer reserves the right to adjust selection of Participants and/or to make further determinations as to which Participants will actually appear in the Project after considering the overall creative needs of the Project. Moreover, Producers reserve the right not to produce or otherwise exhibit, distribute or exploit the Winning Script.

12. **Privacy:** By entering this Competition, Participant consents to the use of information submitted in connection with the Competition in accordance with the Site's Privacy Policy, and as described in these Official Rules.

13. **Indemnification:** Participant will indemnify and hold harmless the Released Parties (defined below) from any third party claims arising from Participant's failure to comply with the Eligibility Requirements and/or breach of the representations, warranties, and covenants in these Official Rules.

14. **Compliance with Rules:** All determinations by Producer shall be in Producer's sole and absolute discretion and shall be final and binding on all Participants. By entering the Competition, each Participant agrees to be bound by these Rules and to accept all decisions regarding the Competition as binding, final and not subject to challenge, review or appeal.

15. **Rule Modification:** Producer may, in its sole discretion, amend, delete, suspend, change, supersede and/or otherwise modify or replace these Rules prior to or during development or production, whether in writing or orally, and Participants shall be bound thereby.

16. **Relationship:** Participant will be acting as an independent contractor and that the relationship between the parties is not one of employer/employee or joint employment. Participant shall comply with any and all applicable laws and with all lawful rules and regulations. No partnership or joint venture or other association between the parties will be deemed created by these Official Rules. Participant agrees to defend, indemnify and hold Sponsors

harmless with respect to any claim or demand by any governmental agency or any other entity regarding any tax liability or financial obligation of Participant.

17. **Governing Law:** All disputes concerning the interpretation, validity and enforcement of these Rules or the rights and obligations of Participants, Producer or the Released Parties in connection with the Competition will be resolved in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

18. **Limitations of Liability:** The Released Parties are not responsible for: (a) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Competition or the Project; (b) technical failures of any kind; (c) technical or human error that may occur in the administration of the Competition or processing of submissions; (d) incorrect information, whether caused by Participants, printing errors or any equipment used in the Competition; or (e) any inability of the Winner to accept or use any prize for any reason.

BY PARTICIPATING IN THIS COMPETITION, ENTRANT AGREES THAT SPONSORS, COMPETITION ENTITIES AND THEIR PARENT COMPANY, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM OR PARTICIPATION IN THIS COMPETITION OR ANY COMPETITION RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS COMPETITION, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS COMPETITION OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

19. **No Rescission or Injunctive Relief:** All rights granted to Producer under these Official Rules are irrevocably vested at the time of submission. To the maximum extent permitted by law, no breach by Producer of these Official Rules will entitle Participants to equitable relief, whether injunctive or otherwise; and Participant explicitly waives the right to seek or obtain any form of equitable relief, including the right to enjoin the development, production, exploitation and/or marketing of the Description, Winning Pilot Script, and/or Project. Participants' sole remedy for any breach of these Official Rules or any other dispute related to this Competition and Project shall be an action at law for solely for compensatory damages. To the maximum extent permitted by applicable law, Participant expressly waives all rights to seek incidental, consequential, special, punitive damages, or lost profits.

20. **Waiver:** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

21. **Severability:** Should any provision in these Official Rules be deemed void, invalid, illegal, unenforceable or inoperative, such invalid, illegal, unenforceable or inoperative section or provision shall not affect any other section or provision hereof, and the remainder of these Official Rules shall be effective as though such void, invalid, illegal, unenforceable or inoperative section or provision had not been contained herein.

22. **Suspension / Termination:** Sponsors have the right to modify, suspend, or terminate the Competition, if an event beyond Sponsors' control prevents Sponsors from continuing with the Competition (e.g., fire, flood, labor

dispute, war, terrorist threat) (each, a “force majeure event”). Additionally, Sponsors reserve the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures or any other factor beyond Sponsors’ reasonable control impairs the integrity or proper functioning of the Competition, as determined by Sponsors in their sole discretion. WARNING: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THE COMPETITION OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsors reserve the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any website associated with the Competition, and/or the legitimate operation of the Competition; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Competition is not capable of running as planned, Sponsors may, in their sole discretion, void any suspect entries and (a) modify the Competition or suspend the Competition to address the impairment and then resume the Competition in a manner that best conforms to the spirit of these Official Rules; or (b) terminate the Competition altogether and not award the Prize, or select the Winner based on the non-suspect Pilot Scripts submitted as of the effective termination date.

23. **Inquiries:** All inquiries related to this Competition should be sent to: The BET and Color Creative Script-to-Screen Contest, c/o Contest Manager, 1575 N. Gower St, 4th Floor Hollywood, CA 90028.

24. **Release:** To the maximum extent permitted by applicable law, Participant, on behalf of Participant and Participant’s heirs, next of kin, spouse or spousal equivalent, guardians, legal representatives, executors, administrators, successors and assigns, (collectively “**Releasing Parties**”), irrevocably and unconditionally agree not to sue and release the Released Parties from all claims, damages, liabilities, costs, expenses of any kind (including, without limitation, attorneys’ fees) (collectively, “**Claims**”) using any legal theory (including, without limitation, intentional or negligent infliction of emotional distress, violation of privacy or publicity rights, defamation, false light, breach of implied or express contract, copyright infringement, etc.) arising from participation in the Competition, Project, Winning Script (if produced) , including, without limitation, the application of the Criteria and Scene Criteria, selection process, these Official Rules, Participant’s depiction in the Project, references to Participant’s Description and/or Pilot Script in the Project, production of a project similar to Participant’s Description and/or Pilot Script, or the exhibition or use of any other materials submitted by Participant to Sponsors. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSORS SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF PARTICIPANT’S PRODUCTION OF THE BIO VIDEO OR SCENE OR ANY TRAVEL RELATED TO THE PRIZE OR THE PROJECT.

25. **Arbitration:** To the maximum extent permitted by law, all disputes related to the Competition will be resolved, upon the election by Participant or Sponsors, through a binding arbitration administered by Judicial Arbitration and Mediation Services, Inc. (“JAMS”) pursuant to JAMS Streamlined Arbitration Rules and Procedures, which can be found at <https://www.jamsadr.com/rules-streamlined-arbitration/>. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSORS NOR PARTICIPANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT PARTICIPANT WOULD HAVE IF PARTICIPANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator’s authority to resolve disputes is limited to dispute between Sponsors and Participants alone, and the arbitrator’s authority to make awards is limited to awards to Sponsors and Participants alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to

the arbitration. Notwithstanding any other provision in these Official Rules and without waiving either party's right to appeal such decision, should any portion of this provision be deemed invalid or unenforceable, then the entire provision (other than this sentence) shall not apply. Judgements on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. If arbitration is chosen, the arbitrator selected will be familiar with the entertainment industry. Each party will bear its own costs, including attorneys' fees. Failure to appear at any arbitration hearing entitles the arbitrator to continue with the proceeding with only one party.

PLEASE READ THESE RULES CAREFULLY AND COMPLETELY AND THEN SIGN THE STATEMENT AT THE END OF THE RULES ACKNOWLEDGING YOUR RECEIPT, REVIEW, UNDERSTANDING AND ACCEPTANCE OF THEM. ONCE THESE RULES HAVE BEEN ACCEPTED, THEY WILL CREATE A BINDING CONTRACT.

Signature: _____

Print Name: _____

Date: _____