

AMERICAN BLACK FILM FESTIVAL / TURNER TV WRITING CONTEST

2019 OFFICIAL RULES

NO PURCHASE NECESSARY TO PARTICIPATE OR WIN

ELIGIBILITY: The Turner/American Black Film Festival TV Pilot Writing Contest (the “Contest”) is open only to all legal residents of the fifty (50) United States (including the District of Columbia), age 18 years of age or older and a member of a diverse or underrepresented community within the television writer profession (as determined by Sponsors) (each an “Entrant” or collectively the “Entrants”). Entrants are required to have Internet access as of March 15, 2019 and an active e-mail account in order to participate. Submissions are void where prohibited by any law, regulation, rule or authority. The following individuals are not eligible to participate in the Contest: (i) employees of ABFF Ventures, LLC or Turner Entertainment Networks, Inc. (collectively, “the Sponsors”) and their respective parent companies, affiliates, and subsidiaries; (ii) all agencies, entities and persons engaged in the marketing and/or administration (collectively, the “Contest Entities”) of the Contest; and (iii) Immediate Family members (as defined below) of any of the foregoing. By entering the Contest, Entrants agree to accept and be bound by all terms of these official rules (“Official Rules”).

For the purpose of these Official Rules, the term “Immediate Family” shall mean husband, wife, spouse, mother, father, sibling (and their respective spouses), son and/or daughter, whether or not they reside in the same household.

HOW TO ENTER: From 3:00 PM Eastern Time (“ET”) on December 1, 2018 until 11:59 PM ET on February 28, 2019 (the “Submission Period”), Sponsors will conduct a Contest encouraging Entrants to submit an original and eligible pilot script (each, a “Script” collectively, “Scripts”) suitable for potential adaptation into a television program. Sponsors will review the first two hundred fifty (250) Submissions received. To enter, during the Submission Period an Entrant must: **(i)** visit the Contest website, located at <http://www.abff.com/turner-tv-pilot-contest/> (the “Website”); **(ii)** download, complete and sign the Submission Agreement; **(iii)** upload a copy of Entrant’s resume and **(iv)** email the Script(s), a one (1) page plot summary of the Script, one (1) page biography, one (1) page resume, and the completed Submission Agreement form and headshot photograph of Entrant to turnerwritingcontest@abffventures.com (collectively the “Submission”) (see Submission Requirements below). Submissions that do not comply with the Submission Requirements set out below may, in Sponsor’s discretion, be disqualified. To be eligible, each Submission must be received no later than 11:59 PM ET on February 28, 2019. Sponsors computer is the official time-keeping device for the Contest. Submissions will not be returned. All Submissions must be submitted in the name of an individual Entrant and prize can only be awarded to the Entrant whose name is on the winning Submission. Writing teams of up to three (3) individual entrants are allowed to enter so long as (i) each individual meets the eligibility requirements set

forth in these Official Rules; and (ii) one (1) individual is elected by the writing team to be the team's authorized representative (the "Team Representative") and the Submission is submitted in the Team Representative's name. Only the Team Representative, and one (1) guest can claim the Prize. Scripts shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the Submission (i.e., the natural person who is assigned to an e-mail address by an Internet service provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address). A potential Winner (as defined below) may be required to provide the Administrator with proof that he/she is the authorized account holder of the e-mail address associated with the potential winning Script. A fee is not required to enter the Contest.

In the event of a dispute regarding any aspect of the Contest, Sponsors will make the final ruling in its sole discretion. Such ruling shall be final and binding, and no communication or correspondence will be exchanged with Entrants regarding such ruling(s) unless otherwise required by law.

Sponsors reserve the right, in its sole discretion, to immediately disqualify, without notice, any and all Scripts that do not comply with the Submission Requirements set out below. No communication or correspondence will be exchanged with Entrants except with the Entrants selected as a Winner.

SUBMISSION REQUIREMENTS: In order to be eligible, Submissions must meet the following requirements (collectively, the "**Submission Requirements**"):

- (a) Entrant agrees to be bound by all terms set forth in the Submission Agreement made available at the Contest web page, which shall fully apply to any and all Submissions by Entrant in connection with the Contest;
- (b) The Script shall be in English;
- (c) The Script shall be based in the comedy and/or drama genre and should be in an industry standard TV pilot script format;
- (d) The Script, if based in the comedy genre, shall be between 30 and 35 pages;
- (e) The Script, if based in the drama genre, shall be between 55 and 60 pages;
- (f) No more than one (1) comedy and one (1) drama can be submitted per Entrant; and
- (g) The Script shall be entirely created and written by the Entrant, and all rights to publish, exploit and distribute must be held by that Entrant (i.e., no other person or entity can have rights of any kind in connection with the Script). If the Script is co-written, one (1) representative must be designated as the Entrant at the time of submission.

(h) The Script shall be submitted as directed on the Contest Website.

(i) The Script cannot include an adaptation of pre-existing published materials.

(j) The Script should be inclusive of the following criteria:

- Distinct, unique voices
- A clear hook
- Stories that bring us into micro worlds we wouldn't otherwise be exposed to
- Dialogue that feels grounded and relatable
- Stories that can capture both heart and humor/a sense of fun/relatability, even if the circumstances are darker

(k) Entrants shall email the following documents and information to Sponsors in order for the Submission to be considered:

- Script in .pdf format
- Executed Submission Agreement by all contributors
- Plot Summary of Pilot Script (one (1) page)
- Biography (one (1) page)
- Resume
- Headshot photograph
- The body of the Submission email should include Entrant's first and last name, telephone number (including area-code), e-mail address and birth date

By participating in the Contest, each Entrant represents and warrants that: (i) the Script is original to the Entrant, and all right, title and interest (including but not limited to copyright) therein and thereto is exclusively owned and/or controlled by the Entrant; (ii) the Script does not contain any material that is libelous, defamatory, profane or obscene, as determined by Sponsors in its sole discretion; (iii) the Script does not contain any material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; (iv) the Script does not contain any material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Script is created; (v) the Script does not infringe upon the intellectual property or other statutory

or common law rights of any third party (including but not limited to copyright, trademark, personality or privacy rights); (vi) the Sponsor's use and re-use of the Script (if the Script is selected for the Prize, as described below) in accordance with the terms set out herein will not infringe or violate the rights of any third party (including copyright), or require any payment to or consent/permission from any third party; (vii) the Script has not been previously, and will not during any phase of the Contest be, exploited or published in any form (except as self-published by the Entrant through the Contest or any other means (each a "**Self-Publication Source**"), provided that such publishing shall not derogate from the Entrant's other representations and warranties set forth herein, including, without limitation, that the Entrant exclusively owns and/or controls the Script); and (viii) no rights in or to the Script have been, or will during the Submission Period be, granted, pledged, or assigned to any third party.

Submissions that do not comply with these Official Rules, as determined in Sponsors sole discretion, will be disqualified from the Contest and may not appear on the Contest Website. Decisions of the Sponsors are final and binding.

WINNERS SELECTION: The Winners will be determined through the following process:

- i. Submissions will be reviewed and assessed by Sponsors, based on the following criteria (the "**Selection Criteria**"):

Voice (33%);

Content/Originality (33%); and

Writing Skills (34%).

Subject to each Entrant's compliance with these Official Rules and the Submission Requirements, the top two (2) Scripts receiving the highest score (the "Top Scripts") will be selected as the grand prize winners (the "**Winners**").

Decisions of the Sponsors judges (the "Judges") are final and binding in all respects.

WINNER NOTIFICATION: On or around May 11, 2019 the Winners will be notified. In the event of a tie, an additional "tie-breaking" Judge will determine the Winners based on the Judging Criteria. The Winners will be confirmed by U.S. mail, e-mail and/or telephone and must meet all requirements set forth herein or such Winner's place is forfeited and, in Sponsors' sole discretion, awarded to the Entrant with the next highest score as determined by the Judges. Sponsors reserve the right to not award the Prize (as defined below) if, in their sole discretion, they do not receive a sufficient number of eligible and qualified Submissions. The decisions of the Sponsors and Judges will be final and binding in all matters. The Winners will be required to sign and return (scanned copy of original to be received by Sponsors within three (3) business days of the date of the Sponsors notification, with the original document to follow by registered

mail): (a) **Affidavit of Eligibility and Liability/Publicity Release** that confirms Entrant's: (i) eligibility for the Contest and compliance with these Official Rules; (ii) acceptance of the Prize as awarded; (iii) release, to the fullest extent permitted by law, of the Sponsor, and any other party involved in the administration of the Contest and their respective parent companies, subsidiaries and affiliates, and each of their respective employees, directors, officers, suppliers, agents, sponsor and administrators (collectively, the "**Releasees**") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any contest-related activity or the acceptance of any prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from; and (iv) grant to the Sponsors and their respective affiliates of the unrestricted right, in the Sponsors sole discretion, to publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the winner's name, photograph, likeness, voice and biographical material in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof, without compensation, unless prohibited by law.

The Winners shall also be required to prepare and deliver a list identifying each Self-Publication Source. Such list shall specify all publications and distributions by the Entrant of the Script electronically and/or via physical distribution (as applicable) (such list shall be referred to herein as the "**Information Sheet**"). The Information Sheet shall specify the URLs with respect to electronic publication, if applicable.

In the event that a Winner: (i) fails to respond within the stated timeline or refuses to sign (or prepare, as applicable) any or all of the Submission of Material, the Information Sheet, or the Affidavit of Eligibility and Liability/Publicity Release in the form provided, the potential Winner may be disqualified and an alternate Winner will be selected by a process determined by Sponsors in its sole discretion. Notification of potential Winners is deemed to have taken place at the time Sponsors contact a potential Winner, either by telephone or by e-mail, at the telephone number or e-mail address provided by the potential Winner at the time of entry. Upon Winners confirmation, Sponsors, their parent companies, affiliates and/or subsidiaries shall have the right to use the Winners submitted photo for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law.

PRIZES: There will be two (2) grand prizes (the "Prizes") awarded. Each Winner will receive a five (5) day, four (4) night trip for each Winner and up to one (1) guest ("Guest") to the American Black Film Festival, scheduled to take place Wednesday, June 13, 2019 through Sunday, June 17, 2019 in Miami, Florida (the "Trip"). The Trip will include round trip coach class air transportation for Winner and up to one (1) Guest from a major commercial airport near Winner's home (as

determined by Sponsor in their sole discretion) to Miami, FL*; one (1) standard hotel accommodation (one room, double occupancy, room and tax only) at a Sponsor-designated hotel (as determined by the Sponsor in their sole discretion); and a monetary prize in the amount of Five Hundred Dollars (\$500 US). Approximate Retail Value (“ARV”) of both Prizes is Five Thousand Dollars (\$5,000). If Winner elects to partake in any or all portions of his/her Prize with no Guest, the Prize will be awarded to Winner and any remainder of the Prize will be forfeited and shall not be subject to further or alternative compensation. All elements of the Prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption. If Winner is between the ages of eighteen (18) and twenty-one (21), he/she must be accompanied by an adult of at least twenty-one (21) years of age in order to check into the on-site hotel. Specific travel dates and arrangements are subject to air travel, holiday, blackout dates, and other Prize and travel restrictions. Winner(s) must be prepared to redeem their Prizes and travel June 13, 2019 through June 17, 2019 or Prize will be forfeited. Reservations are subject to availability. Travel dates are subject to Sponsors approval. ARV of Prize may vary depending upon the points of departure, ground transportation, and/or airline fare fluctuations; any difference between stated ARV and final ARV of Prize will not be awarded. Prize consists only of the elements expressly set forth above; no other elements or expenses (including, without limitation, insurance, meals, unspecified ground transportation, phone calls, gratuities, incidentals, souvenirs, gasoline, etc.) are included in the Prize and all such expenses are the sole responsibility of Winner. Winner is responsible for any air travel taxes and/or expenses, including applicable departure taxes or fees, inspection charges, and security charges. Once issued, tickets are nontransferable and may not be reissued once travel has commenced. Open tickets may not be issued and stopovers are not permitted. Travel arrangements must be made through Sponsor. All Prize elements must be redeemed at the same time.

* For a Winner who is a Florida resident, air transportation may be substituted with another method of transportation by Sponsors in its sole discretion.

Sponsors reserve the right to conduct a background check of Winners and Guests, including, without limitation, civil and criminal court records and police reports. Entry in the Contest constitutes entrant’s permission for Sponsors to conduct such background check, provided that, to the extent additional authorization is necessary under law, Winner shall authorize such check. Sponsors reserve the right, in their sole discretion, to disqualify any Winner that fails to authorize such check, or if, based on the results of the background check, Sponsors determine in their sole discretion that awarding a prize to such Winner might reflect negatively on the Sponsors. **ALL FEDERAL, STATE, OR OTHER TAX LIABILITIES ARISING FROM THIS CONTEST ARE THE SOLE RESPONSIBILITY OF THE FINALISTS AND WINNER. ALL PRIZES ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. ALL DETAILS OF ANY PRIZE NOT SPECIFIED HEREIN SHALL BE DETERMINED SOLELY BY SPONSOR.**

The Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or re-deemed for cash, except at the sole discretion of the Sponsor. The winning Entrants shall be solely responsible for any and all costs associated with claiming Prizes. The outcome of the Contest is dependent on the total number of eligible Submissions received, the quality of each Script, the Entrant's skill and the Judges' application of the Judging Criteria (as described above).

CONDITIONS: None of the Releasees, are responsible for printing, clerical or typographical errors of any kind or nature relating to Submissions. In no event will the Sponsors be obligated to award more than the stated number of Prizes. Entrants agree that neither the Sponsor, nor their respective parent companies, affiliates and/or subsidiaries shall be obligated to use, publish, develop, produce or otherwise exploit any purchased Script in any manner. Entrants agree that the Releasees and promotional agencies shall not be liable for negligence, gross negligence, damages, injuries or losses of any kind resulting in whole or in part from participation in the Contest, or from acceptance, use or misuse of any prize, except that which cannot otherwise be excluded by law. By participating in the Contest, Entrants agree to indemnify the Releasees and promotional agencies from any claims incurred as a result of such damages, injuries and losses. None of the Releasees assume any liability for lost, late, incomplete, inaccurate, undeliverable or misdirected Submissions, notifications and/or responses, or for any computer, online, software, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of a Submission. Entrants are responsible for all costs associated with participation in the Contest, including but not limited to printing costs, writing time, computer equipment and internet connection charges. None of the Releasees are responsible for damage to any participant's computer system/software related to or resulting from participation or downloading any materials in connection with the Contest. None of the Releasees assume any responsibility or liability in the event that the Contest cannot be conducted as planned for any reason whatsoever, including but not limited to reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes outside the control of the Sponsors which impairs or affects the administration, security, fairness, integrity, or proper conduct of the Contest. None of the Releasees assume any responsibility for undelivered or undeliverable e-mails resulting from any form of active or passive e-mail filtering by an entrant's Internet service provider and/or e-mail client or for insufficient space in entrant's e-mail account to receive e-mail. The Sponsors reserve the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.** The Contest and these Official Rules are void, in whole or part, where prohibited by law and is subject to all applicable laws and regulations.

PRIVACY AND USE OF PERSONAL INFORMATION: By participating in the Contest, each entrant grants to the Releasees, the right to use his/her name, mailing address, telephone number, and e-mail address (collectively, **“Personal Information”**) as follows: (i) for the purpose of administering the Contest, including but not limited to contacting and announcing the winners of the Prizes; (ii) for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law, such use shall only be with respect to the Entrant’s name, city and country, state, province or territory of residence; and (iii) for the purpose of contacting an Entrant with respect to the submission of additional literary works unrelated to the Contest, at or Sponsors sole discretion. In addition to the foregoing, each Winner acknowledges and agrees that a photo of the Prize Winner (which shall be included in each Winner’s Submission) may be used by the Releasees for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law. The Releasees will use the Entrant’s Personal Information only for identified purposes, and will protect the Entrant’s Personal Information in a manner that is consistent with the Turner Entertainment Network, Inc.’s privacy policies located online at <http://www.tnt.tv/title/display/?oid=6620>.

NATURE OF RELATIONSHIP/USE OF SIMILAR CONCEPTS: Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and the Releasees is not a confidential, fiduciary, or other special relationship, and that the Entrant’s decision to provide the Entrant’s Submission to Sponsor for purposes of the Contest does not place the Releasees in a position that is any different from the position held by members of the general public with regard to elements of the Entrant’s Submission. Each Entrant understands and acknowledges that the Releasees have wide access to ideas, scripts, photographs, designs and other literary materials and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas or Scripts may be competitive with, similar or identical to the Submissions, and Submissions may be similar to each other, in theme, idea, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of any Releasee’s use of any such similar or identical material. Each Entrant acknowledges and agrees that the Releasees do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory or otherwise with respect to the infringement or protection of the copyright in and to the Submissions.

TERMINATION: Subject to any governmental approval which may be required, the Sponsors reserve the right to terminate or suspend the Contest, in whole or in part, and/or amend the Official Rules in any way, at any time, for any reason, without prior notice. In the event that the Contest is terminated or suspended, the Sponsor will select a potential Winner from all eligible, non-suspect Submissions received prior to such action.

AMENDMENTS TO OFFICIAL RULES: Any amendments to the Official Rules will become binding upon all Entrants at the time they are posted to the Contest Website. Entrants are advised to regularly check the Contest Website for updates, notices and revisions to the Official Rules during the Submission Period.

GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator or Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state of New York.

WINNERS LIST: The Winners will be posted to the Contest Website on or about May 16, 2019, and will be available for viewing for at least one (1) month thereafter.

SPONSORS: Turner Entertainment Networks, Inc., 1050 Techwood Drive NW, Atlanta, Georgia 30318; ABFF Ventures LLC, 260 Madison Avenue, 11th Floor, New York, NY 10016