

Project Twenty1 2014 21-Day Filmmaking Competition

OFFICIAL RULES

These are the terms and conditions ("Official Rules") that apply to the Project Twenty1 2014 Filmmaking Competition (the "Competition") which is sponsored by Project Twenty1. The Competition is a filmmaking competition where participants have twenty one (21) days to make a Film. In this Competition, a "Film" means an original audio-visual sequence of images created specifically for submission in this Competition and which (a) includes a specific element or content which we will specify to all the Participants as described below (the "Element"), (b) is not longer than ten (10) minutes in duration (including credits) when viewed at normal speed and (c) complies with all of the requirements of these Official Rules, including, without limitation, the Additional Film Guidelines set forth in Section 5. This Competition is void wherever prohibited or restricted by law.

1. Who is Eligible to Enter: Individuals and Teams.

To be eligible to enter, participate in or win the Competition you must either be (a) a legal resident of the United States in which case you must also (i) be permitted to enter into binding contracts in the State in which you reside or (ii) if you are a minor, obtain consent from your parent or legal guardian (your parent or legal guardian must sign the Participant's Agreement, Crew Release and any other documents necessary for you to enter, participate or win, or (b) if you are not a legal resident of the United States and would like to participate, you must contact us (at the Sponsor name and address at the end of these Official Rules) to determine if you are permitted to enter and any different or additional eligibility requirements or terms and conditions that may apply to you. The laws of non-U.S. countries vary greatly and therefore Project Twenty1 must determine on a case-by-case basis, in its sole discretion, whether persons who are not legal U.S. residents are eligible to enter. Even if you are a not a legal U.S. resident and Project Twenty1 allows you to participate, you may be subject to additional laws, regulations and requirements not set forth in these Official Rules. If you are eligible to enter and otherwise comply with these Official Rules, you will be referred to as a "Participant".

Employees, producers of Project Twenty1 and their respective affiliated companies, successors and assigns, partners, sponsors, suppliers, their subsidiaries and advertising agencies (collectively, the "Sponsor Entities") (and the immediate families and members of the same household of each of these) are not eligible to be or become Participants. Participants cannot have entered into a production, development, distribution or other agreement or contract relating to the Film, must not be subject to any agreement, option or other rights or obligations that do or might interfere with Participant's participation in the Competition or the award of any prize or is in any way in violation of these Official Rules.

Eligible Entries must be submitted by a "Team", which, for purposes of the Competition, means one (1) or more eligible Participants who individually or, if applicable, jointly and collectively submit a single Eligible Entry. All individuals on a Team must individually qualify to be "Participants" eligible to participate in this Competition.

2. Registration; Competition Start and End Dates and Entry Submission Period.

a. Registration for the Competition begins at 12:00 Midnight, Eastern Time ("ET") on May 29, 2014 and ends at 11:59:59 AM ET on August 29, 2014 (the "Registration Period").

b. The Film making aspect of the Competition will start on August 30, 2014 at approximately 4:00 PM ET when the required element which must be in the Film (the "Element") is announced by Project Twenty1 and will end on September 20, 2014 at 4:00:00 PM ET ("Competition Period"). Project Twenty1 currently anticipates announcing the Element on or about August 30, 2014 at approximately 4:00 PM ET at Location TBD in Philadelphia, PA ("Launch Event") and online for those Teams that can not attend in person, although Project Twenty1 must reserve the right to adjust this schedule as necessary.

c. Eligible Entries may be submitted via mail at any time between 4:00 PM ET on August 30, 2014 and the Entry deadline of 4:00:00 PM ET on August 20, 2014 (the "Submission Period").

d. Eligible Entries may be submitted at a "Drop Event" to be held at Location TBD in Philadelphia, PA where Teams may submit their Entry in person between 2:00 PM ET on September 20, 2014 and the Entry deadline of 4:00:00 PM ET on September 20, 2014. Eligible Entries may also be submitted by mail, proper first class postage prepaid, and postmarked no

later than 4:00:00 PM ET on September 20, 2014. Tracking numbers and/or receipt must be provided. Time of receipt of the Entry will be when the complete Eligible Entry has been actually received by Project Twenty1, as shown by Project Twenty1's records.

3. How to Participate in the Competition.

a. Step 1: Register. At any time during the Registration Period, complete the online registration process for the 21-Day Filmmaking Competition located at www.projecttwenty1.com and pay the Registration Fee. Only one registration form and Entry may be submitted per Team. Any Team that would like to submit more than one Film, may do so, but a separate registration form and fee is required for each Film being submitted. The fee for registrations submitted prior to June 29, 2014 is \$100 U.S. Dollars ("USD") per Team per Film. Between June 30 and July 29, 2014, the registration fee is \$135 USD per Team per Film. For registrations submitted between July 30 and August 29, 2014 the fee is \$175 USD per Team per Film. No refunds will be made.

The Participant who registers the Team shall be deemed the designated team leader ("Team Leader") for the Team, unless the Team and all Team members authorize another Team member to be Team Leader, such authorization must be provided to Project Twenty1 in writing prior to the Launch Event. The Team Leader shall be authorized to act and serve as the official contact and decision-maker for the Team with respect to all aspects of the Competition, and all actions, failures to act, decisions, determinations, agreements and authorizations from and by the Team Leader shall be binding upon the entire Team. The Team Leader shall be authorized to sign any documents required for the Competition on each Participant's behalf and to bind each Participant, their legal representatives, successors and assigns to each and every term and condition of these Official Rules. Project Twenty1 assumes no responsibility for any disputes among or between Participants.

b. Step 3: Create an Entry. A complete "Entry" consists of (i) a Film, (ii) a Participant's Agreement from each Participant, (iii) a Certification Form, (iv) a Promotional Form, and (v) the Releases ((ii)-(v) are collectively referred to as the "Forms").

An "Eligible Entry" means a complete Entry submitted during the Submission Period by a Team that (i) is comprised of eligible Participants; (ii) has registered during the Registration Period; and (iii) complies with these Official Rules.

Any Entry submitted by a Team that is not eligible or that is incomplete, inaccurate, illegible, not viewable, not submitted during the Submission Period or in any way not in conformity or in compliance with all of the terms and conditions of these Official Rules is not an Eligible Entry and is subject to disqualification by Project Twenty1.

(i) **Film:** Each Team must produce one (1) Film during the Competition Period which meets the guidelines set forth below in Section 5, Additional Film Guidelines.

(ii) **Participant's Agreement:** Each Participant must download, print, complete and sign a Participant's Agreement, available at www.projecttwenty1.com/.

(iii) **Certification Form:** Each Team Leader must download, print, complete and sign on behalf of the Team one (1) copy of the Certification Form, available at <http://www.projecttwenty1.com/FilmmakerMaterials.zip> certifying adherence to these Official Rules.

(iv) **Promotional Form:** Each Team Leader must download, print, complete and sign on behalf of the Team one (1) copy of the Promotional Form, available at <http://www.projecttwenty1.com/FilmmakerMaterials.zip>.

(v) **Releases:** Each Team must download the Releases located at <http://www.projecttwenty1.com/FilmmakerMaterials.zip> and print physical copies for completion, signature and submission as part of the Entry. The Releases are required to show that the Team has all necessary permissions to use all intellectual property and other third party rights appearing in the Film. If one or more of the Releases do not apply, a representation and certification from the Team Leader indicating which form(s) does not apply and why is required to be submitted with the Entry. Each Team must use Project Twenty1's Releases as the Releases also give Project Twenty1 the right to film the Teams during the Competition and use such footage in future Projects (as defined in Section 9). Teams may make as many copies of

the Releases as are required, but other than filling in or completing the necessary information and having the Releases signed, Teams and the individuals signing the Releases may not make any alterations, modifications, additions or deletions to the Releases. **IMPORTANT:** If any person required to sign a Release is a minor, the parent or legal guardian of that minor must also sign the Release.

c. **Step 4: Submit Your Entry.** At any time during the Submission Period, Teams may submit a complete Entry either (i) in person during the Drop Event or (ii) via first class mail, proper postage prepaid, during the Submission Period, to:

Project Twenty1
Attn: 21-Day Filmmaking Competition
107 East Main St.
Suite LL1
Norristown, PA 19401 USA

Proof that a Team submitted an Entry does not constitute proof or evidence that all or any portion of the Entry was actually received by Project Twenty1 during the Submission Period or that the Entry is an Eligible Entry. Any Entry received after the Submission Period will be disqualified from the Competition; however, Project Twenty1 reserves the right to still screen the Film.

4. **Additional Film Guidelines.**

In addition, to meeting the definition of a Film set forth in the first paragraph of these Official Rules, all Films must meet the following Additional Film Guidelines.

All Films must be original. An “original” Film means the Film is newly created by the Team during the Competition Period, using the Team’s own ideas, language, content, images, animation, and other materials and none of it is copied, derived, translated, adapted or otherwise obtained or copied from anyone or anywhere else, regardless of the source, format or medium, except for the specific exceptions stated below. All writing of the script, rehearsing, costume/set design, shooting, animation, editing, scoring and special effects related to the Film must take place during the Competition Period. The only work that may begin prior to the Competition Period is securing the crew, cast (or character design if animating), equipment, locations (or location design if animating), pre-recorded music and sound effect rights and photograph rights. Teams are allowed to use pre-recorded music, provided that they possess or acquire the master and sync rights to any music used in the Film prior to submitting the Film and submit the master and sync license along with the Entry. Teams are also allowed to use pre-recorded sound effects, provided that they submit appropriate documentation (i.e., a licensing agreement from the owner of the sound effects) with the Entry that they have the unconditional right and license to use the sound effects as contemplated in the Official Rules. Use of music or other sound effects without permission will result in disqualification.

“Original” also means that the Team, and no one else, has complete, sole, exclusive and unrestricted rights, title and interest in and to the Film when the Team Leader submits it to Project Twenty1 as part of the Entry AND that the Team, acting under the authority of the Team Leader has the right and authority to grant Project Twenty1 all of the rights in and to the Film that are described in these Official Rules and the required Forms. If any Participant cannot legally and properly represent to their Team Leader, to Project Twenty1 or any other party that the Film is original, do not enter it into the Competition.

Any type and number of film camera or cameras may be used for filming. Animation and computer work is also permitted, and techniques may be combined. **Submission Formats:** All Films must be submitted on one of the following: video file .mov, .mp4, .wmv, or .avi, on flash drive, SD card, or DVD-rom, or Video DVD. Please submit the film in its native resolution, frame rate and aspect ratio when possible. We recommend that each Team submit two copies of its Film – preferably in different formats in the event one cannot be played. If no submitted copies can be viewed on Project Twenty1 equipment, film will be disqualified.

If submitting in a tape format ONLY, before the Film begins, the beginning of each tape should include 30 seconds of bars and tone, followed by 5 seconds of black, THEN the film (up to 10:00 minutes long, not including the above).

All films must include the following credit: "This film made as part of The 21-Day Filmmaking Competition". In addition, Films may include the Project Twenty1 or 21-Day Filmmaking Competition logos (available at www.projecttwenty1.com) and Project Twenty1 grants you a limited license to use said logos solely as described above and solely for that purpose.

Content of the Film is at the discretion of the Team, however, anything that would receive above an "R" rating from the Motion Picture Association of America is not recommended. Project Twenty1 reserves the right to refuse to screen and/or disqualify any Film that can be considered pornographic, obscene, illegal or depicts hard core or graphic sex, violence or any other material which the Sponsor determines is offensive or inappropriate for the Competition.

5. Judging.

Project Twenty1 shall designate a panel of judges comprised of members of the local and national film industry (writers, producers, distributors, actors, critics, etc.) (the "Competition Judges") who will review all Eligible Entries based on criteria such as storyline, production values, audio and visual quality, entertainment value, and level to which The Element is incorporated into the story. At the conclusion of the Submission Period, the Competition Judges will select the potential winner of the best Film of the Competition from all Eligible Entries and the Team that produced such Film will be eligible to be the Grand Prize winner. In addition, the Competition Judges may, at Project Twenty1's discretion, select potential Additional Prize winners. In order to be declared the Competition Grand Prize winner or the winner of an Additional Prize (if any), the potential winner(s) must qualify and complete all the requirements of these Official Rules. In the event a selected potential winner(s) fails to qualify or complete the requirements necessary to be declared a winner, for any reason, Project Twenty1 reserves the right to disqualify that selected Entry and choose another potential winner from among the remaining Eligible Entries. The Grand Prize winner and Additional Prize winners (if applicable) will be announced at the 21-Day Competition Screenings Wrap Party, October 7th, 2014, following the October 7th screenings, at a location in or around Philadelphia, PA, and posted online shortly thereafter.

6. Prizes.

Grand Prize: One (1) Grand Prize winning Team will be awarded the following prize: (i) the Team designation of the Grand Prize winner of the Competition and its Film given the title "Best Film" of the Competition; (ii) one (1) free voucher to enter the 2015 Competition (\$100 ARV); (iii) one (1) Project Twenty1 trophy; (iv) one (1) copy of Sony Vegas Pro 13 (\$600 MSRP); Sony Acid Pro 7 (\$150 MSRP); (v) one (1) copy of Sony Audio Master Suite (\$600 MSRP); (vi) one (1) guaranteed Official Selection status in 2015 Philadelphia Film & Animation Festival for the winning film. Total Grand Prize ARV is \$1,750 US.

a. Additional Prizes: Project Twenty1 reserves the right to have Competition Judges award additional prizes for "Best Film," "Best Directing," "Best Writing," "Best Acting," "Best Cinematography," "Best Editing," "Best Animation," "Best Special Effects," "Best Sound Design," "Best Musical Score," "Best Marketing" and other categories as Project Twenty1 sees fit and in Project Twenty1's sole discretion ("Additional Prizes"). All category winners above will also receive the following: (i) one (1) free submission of their category-winning 21-Day film to the 2015 Philadelphia Film & Animation Festival (PFAF), to compete as all other entries. Film may be modified between competition and PFAF entry deadline before submitting. Official Selection status to PFAF not guaranteed for any entries (except winner of "Best Film").

All prizes will be distributed to the Team Leader on behalf of the winning Team(s). In order to be declared a winner, all Participants of the potential prize winning Team(s) must each have completed and signed, except to the extent prohibited by law or regulation, a Participant's Agreement which among other things, grants Project Twenty1, its affiliates, sponsors, promotional partners and advertising agencies, the right to use each Participant's name, voice, image, likeness or other characteristics and attributes for advertising, marketing, promotional and publicity purposes without notice and without consideration or compensation in any and all forms of media and communications, now known or hereafter

developed. Entry into the Competition constitutes an agreement to sign the Participant's Agreement (unless prohibited by law) and all documents required by Project Twenty1 in connection with this Competition.

Project Twenty1 may disqualify any Entry and select another potential winner from among the remaining Eligible Entries if (i) after reasonable efforts to contact the potential winner(s), Project Twenty1 is unable to do so or receives no response within three (3) business days after the announcement of the potential winner(s) or (ii) any potential winner(s) is unable, unwilling or does not, for any reason, complete and submit the required Participant's Agreement(s), unaltered and fully executed or otherwise fails to comply with these Official Rules.

Project Twenty1 reserves the right to substitute any prize for an item of equal or greater value in the event all or part of a prize becomes unavailable. Prizes are awarded without warranty of any kind from Project Twenty1, express or implied, without limitation, except where this would be contrary to federal, state or local laws or regulations. All federal, state and local taxes and any other costs and expenses associated with prize acceptance and use not specified herein as being awarded are the sole responsibility of the winning Team. If the prize has an ARV of over \$600, Project Twenty1 for tax purposes will split the amount of the prize equally among all Team members, unless the Team Leader directs Project Twenty1 in writing otherwise. In no event, however, will Project Twenty1 take any action which violates any law. No transfer, assignment or cash redemption of a prize is allowed.

7. Ownership Rights; Rights to Use Entries.

Any Team that enters, attempts to enter, or participates in the Competition, acknowledges and agrees that its Entry becomes the unrestricted property of Project Twenty1 and will not be returned. In addition, each Team's Film may be used by the Sponsor Entities, in whole or in part, for any purpose whatsoever without notice, consideration or compensation of any kind. Without negating or limiting any of the provisions of these Official Rules, each Team grants to the Sponsor Entities a non-exclusive, irrevocable, royalty-free, unconditional and unrestricted right and license to exhibit, broadcast, market, assign, sublicense, copy, reproduce, encode, adapt, reformat, compress, encrypt, incorporate data into, broadcast, rebroadcast, transmit, record, publicly perform, distribute and synchronize in timed relation to visual elements, all and/or any portions of the Entry, in any manner, in an unlimited number of times, in any and all media, now known or hereafter developed or devised, throughout the universe, in perpetuity.

Each Participant represents that (a) his or her Team has obtained all rights, permissions and licenses necessary to use, without condition or restriction, any and/or all parts of the Team's Entry, for any purpose, and (b) neither the Film nor other materials submitted, infringes any trademark, copyright or other property right, violates anyone's right of privacy or publicity, any law, regulation or agreement or obligation by which any Team member may be bound.

At any time after the screening of the Film at the Philadelphia Film & Animation Festival and the announcement of the Competition winner(s), Teams may license, sell or otherwise assign any rights to their Film to a third party licensee ("License"). However, each Participant agrees that should he or she License the Film, Project Twenty1 shall receive the greater of either (a) a sum of three hundred dollars (\$300) or (b) ten percent (10%) of the gross proceeds of the License fee and/or royalties or reuse fees received by each Participant therefrom. Participant's gross proceeds for the purpose of this paragraph shall be defined, computed, paid and accounted for pursuant to standard definition, which shall include gross receipts prior to customary deductions including distribution fees, distribution expenses, and overhead.

Notwithstanding the foregoing, each Team agrees that it may not assign or license any exclusive rights in and/or to the Film to any third party or screen, show or distribute the Film before the announcement of the Competition winner(s) and award of the Grand Prize, without the prior written authorization of Project Twenty1.

8. Project Twenty1 Filming of Additional Projects.

By participating in the Competition, each Participant acknowledges and agrees that Project Twenty1 may video tape his/her participation in the Competition which may be used in a documentary about the making of the Competition or

for other commercial projects (collectively, “Projects”). Each Participant agrees to allow Project Twenty1 camera crews to film him/her during any stage of the Competition and grants the Sponsor Entities, the non-exclusive, irrevocable, unconditional and unrestricted right and license to use his or her name, voice, image, likeness or other characteristics and attributes in any Project and for any related advertising, marketing, promotional and publicity purposes without notice and without consideration or compensation in any and all forms of media and communications, now known or hereafter developed. Project Twenty1 is in no way obligated to produce or create any such Projects.

9. Indemnity.

Each Participant that enters, attempts to enter, submits all or any part of an Entry, participates, or is selected as a winner, agrees to defend, indemnify and hold the Sponsor Entities harmless from and against any and all third party claims, suits, losses, damages and expenses (including reasonable attorneys’ fees) that arise from his or her non-compliance with, violation or breach of any of the terms or conditions of these Official Rules.

10. General.

By submitting an Entry and/or participating in this Competition, Participants agree to comply with and be bound by these Official Rules and by the decisions of Project Twenty1, which are final in all matters relating to this Competition.

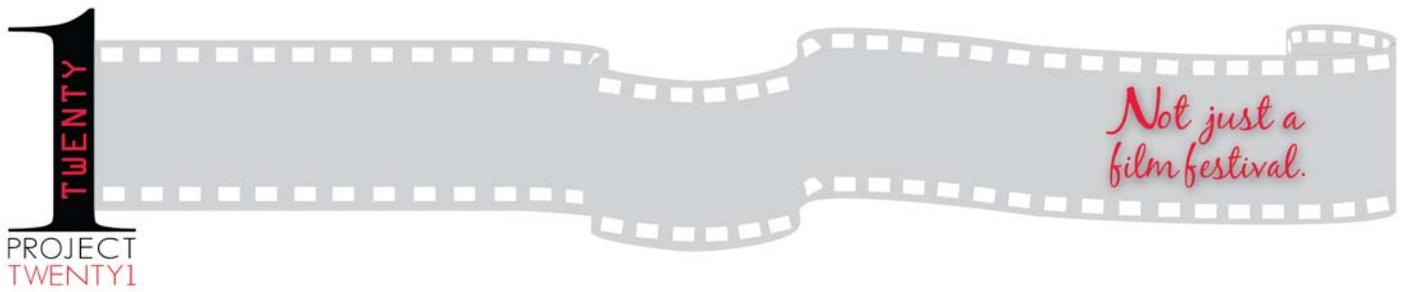
If Project Twenty1 determines that any Forms are incomplete, illegible, missing or incorrect, including any certification that a particular Release is not applicable, and if Project Twenty1 determines, in its sole discretion, a Release is applicable and required, Project Twenty1 may disqualify the Entry. Project Twenty1 also has the right, but not an obligation, to request a Team to complete and re-submit any Form that is incomplete or illegible.

The Competition prize winner(s) and each Participant must comply with all laws, regulations and requirements that apply to him or her and to her or his participation, entry or selection as a winner. The award of any prize and any and all costs, expenses, liabilities and obligations incurred by anyone entering, participating, or winning are the sole responsibility of that Participant and not Project Twenty1.

ProjectTwenty1 is not responsible for any Entry that is not submitted within the Submission Period or received when required by these Official Rules or that is late, incorrect, incomplete, illegible, unreadable, unrecognizable or inaccurate regardless of the reason or cause and even if due to human or equipment failure on the part of Project Twenty1, including, without limitation, malfunctions of telephones, networks, computer or communication systems, defects in material, media, the Internet, the Project Twenty1 website, messaging or other problems with services, service providers, carriers or anything else. Project Twenty1 is also not responsible for any loss or damage that may occur because of a Team’s participation, entry, attempted entry, winning or being awarded a prize in connection with the Competition.

Project Twenty1 reserves the right to disqualify any Participant, Team and/or any Entry, Eligible Entry or entrant it finds or believes to be or to be (i) related to any disruption, tampering or interference with the Competition or its operation or any other party associated with the Competition; (ii) in breach or violation of the Official Rules, any law or regulation or any other agreement or obligation or (iii) acting in an inappropriate, unsportsmanlike or disruptive manner or with intent to annoy, intimidate, abuse, threaten or harass any other person or otherwise as prohibited hereunder. ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OR INTENDED OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND PROJECT TWENTY1 RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW AND TO REPORT AND PROVIDE ANY AND ALL INFORMATION TO LAW ENFORCEMENT AGENTS AND OFFICIALS.

The laws of the State of Pennsylvania shall govern the interpretation and enforcement of these Official Rules and this Competition. The courts of the State of Pennsylvania and the Federal court located in Montgomery County, shall have sole and exclusive jurisdiction of any controversies regarding these Official Rules and this Competition and entrants agree to submit to the exclusive and personal jurisdiction of such courts and waive any and all objections to jurisdiction and venue in these courts, including any objection that the forum is inconvenient. **BY ENTERING, SUBMITTING AN ENTRY OR**



ATTEMPTING TO DO SO, AND/OR BY PARTICIPATING OR ACCEPTING ANY PRIZE, YOU HEREBY IRREVOCABLY WAIVE THE RIGHT TO ANY TRIAL BY JURY.

If, for any reason, the Competition is not capable of running as planned or if Project Twenty1 believes or has any reason to believe, the Competition is or has been tampered with or is not operating as contemplated, including, without limitation, insufficient Entries or any other causes which do or may affect the administration, operation, security, fairness, integrity or conduct of the Competition, Project Twenty1 reserves the right in its sole and absolute discretion to cancel, terminate, modify or suspend the Competition and select a winner from Eligible Entries received up to that time.

11. Winners. To get the name of the winner(s), after October 15, 2014, visit www.projecttwenty1.com or send a written request, together with a self-addressed, stamped envelope to:

Project Twenty1
107 East Main Street
Suite LL1
Norristown, PA 19401
Attention: 21-Day 2014 Winners

All requests must be received by December 31, 2014.

12. Sponsor. The Competition is sponsored by Project Twenty1, 107 East Main Street, Suite LL1, Norristown, PA 19401.