

UPDATED: APRIL 29, 2022

General Festival Competition Rules

These General Festival Competition Rules are designed to provide a top-level overview of the long-form Official Rules (the “**Competition Rules**”) that govern the competition elements (the “**Competition**”) of the 2021-22 Bloomberg Green Docs Film Festival (the “**Festival**”). If there is a conflict or inconsistency between this top-level overview and the terms of the Competition Rules, the terms of the Competition Rules shall prevail, govern and control.

Submission Requirements

- 1) Must submit a short documentary film that is no more than ten (10) minutes in length on a topic related to nature, global warming, the outdoors or the environment generally (the “**Documentary**”).
- 2) The Documentary should be in the English language or have English language subtitles, including all end credits.
- 3) All entrants must submit their Documentaries and a written synopsis of the Documentary via bloomberg.com/greendocs.
- 4) The Documentary must be capable of being screened in its entirety at the Festival, with clips being used in a trailer or other marketing materials that publicize and promote such screening. Accordingly, the Documentary will not be eligible for the Competition and should not be submitted if it is subject to exclusive distribution rights that would prevent it from being screened in its entirety at the Festival.
- 5) Must indicate which eligible country entrant is submitting from. Must be a citizen residing or, or a legal resident of, such country to qualify.

Submission Dates

SUBMISSIONS OPEN:	November 8, 2021
SUBMISSIONS CLOSE:	September 16, 2022
FINALISTS ANNOUNCED:	October 7, 2022

Entrant Eligibility Requirements

To be eligible, each entrant must meet the following requirements.

- 1) Must be a legal resident of entrant’s country of residence, who is 18 years of age or older or the age of majority in entrant’s state or country of residence. The Competition is not open to anyone subject to sanctions imposed by the Department of Treasury, Office of Foreign Assets Control (OFAC), including any individual on the OFAC SDN List or any individuals residing in Cuba, Iran, North Korea, Sudan, Syria, or the Crimea Region of Ukraine or any other country that may be added to OFAC’s embargo list.
- 2) Must have the legal power and authority to submit the Documentary into the Competition.
- 3) Must be eligible and available to participate in the promotional activities set forth in the Competition Rules, travel to the United States, and attend the Festival on dates currently contemplated to occur during the months of October or November 2022. A more specific timeline will be available once the finalist

filmmakers have been selected. Winners will be announced at the Festival, which all finalist filmmakers are required to attend virtually or in person.

- 4) Must be able to write and speak in conversational English.
- 5) Must not have a pre-existing agreement with a film studio, television network, OTT streaming service or other entity that would conflict with the entrant's representations, warranties, covenants or obligations under the Competition Rules.
- 6) Team submissions are permitted, but all members of the team must meet the eligibility requirements.

Top Five Finalist Documentary Films - Benefits

1. A screening of each Documentary at the Festival.
2. Recognition as a Finalist appearing at the Festival.
3. Reasonable travel and accommodations for the filmmakers to attend the Festival.
4. Screenings at the "Additional Screenings" (as defined below).

Jury Award Documentary

1. The Finalist Benefits.
2. Recognition as the Jury Prize Award Winner from the Festival.
3. Cash Prize (value: US\$25,000).

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Full Terms and Conditions

2021-22 Bloomberg Green Docs Film Festival Competition Official Rules

1. **COMPETITION DESCRIPTION:** The entry period for the competition elements (the “**Competition**”) of the 2021-22 Bloomberg Green Docs Film Festival (the “**Festival**”) consists of a submission phase (the “**Entry Period**”) that begins on or about November 8, 2021, at 12:01 a.m. Eastern time (“**ET**”) and ends on or about September 16, 2022, at 11:59 p.m. ET. The Entry Period will be followed by a judging phase (the “**Judging Period**”) that begins on or about September 19, 2022 and ends on or about October 7, 2022. The Entry Period and the Judging Period are collectively referred to in these Official Rules as the “**Competition Period**”. During the Entry Period, “**Entrants**” (as defined below) are invited to submit a short documentary film that is no more than ten (10) minutes in length on a topic related to nature, global warming, the outdoors or the environment generally and that otherwise complies with the “**Submission Requirements**” (as defined below) (each, a “**Documentary**”), for consideration, as set forth more fully below. By participating in the Competition, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Bloomberg, L.P. (“**Sponsor**”), which shall be final and binding in all respects. Whenever these Official Rules indicate that a determination will be made by Sponsor, Sponsor shall be entitled to make that determination in its sole and absolute discretion.

These Official Rules were drafted in English, but may be translated into other languages. In the event of any conflict or inconsistency between any translated version of these Official Rules and the English version of these Official Rules, the English version shall prevail, govern and control.

2. **ELIGIBILITY:**

2.1 The Competition is open to anyone who meets all the following eligibility requirements (“**Eligibility Requirements**”), and each eligible individual entering the Competition shall be referred to herein as an “**Entrant**”:

1.1.1 Is a legal resident of Entrant’s country of residence, who is 18 years of age or older or the age of majority in entrant’s state or country of residence. The Competition is not open to anyone subject to sanctions imposed by the Department of Treasury, Office of Foreign Assets Control (OFAC), including any individual on the OFAC SDN List or any individuals residing in Cuba, Iran, North Korea, Sudan, Syria, or the Crimea Region of Ukraine or any other country that may be added to OFAC’s embargo list.

1.1.2 Produced or directed the Documentary.

1.1.3 Has the legal power and authority to submit the Documentary into the Competition.

1.1.4 Is eligible and available to participate in the promotional activities set forth in these Competition Rules, travel to the United States, and attend the Festival on dates currently contemplated to occur during the months of October or November 2022. A more specific timeline will be available once the finalist filmmakers have been selected. Winners will be announced at the Festival, which all finalist filmmakers are required to attend virtually or in person.

- 1.1.5 Is able to speak and write conversational English.
 - 1.1.6 Is not subject to a pre-existing agreement with a film studio, television network, OTT streaming service or other entity that would conflict with the Submission Requirements or the representations, warranties, covenants or obligations under these Competition Rules.
 - 2.3 The officers, directors, members, employees, and representatives of Sponsor, and Sponsor's parents, subsidiaries, affiliates, members, distributors, sales representatives, advertising and promotion agencies (all such individuals and entities collectively referred to herein as, the "**Competition Entities**"), and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Competition or win a prize.
2. **HOW TO ENTER:**
- 2.1 To enter the Competition, Entrants should visit bloomberg.com/greendocs (the "**Website**") during the Entry Period, complete the submission form found on the Website, and upload the Documentary. The Documentary must be uploaded in the formats specified and in accordance with the instructions provided on the Website. All Documentaries must meet the following requirements (the "**Submission Requirements**"):
 - 2.1.1 The Documentary should be in the English language or have English language subtitles, including all end credits.
 - 2.1.2 All Entrants must submit a written synopsis of the Documentary.
 - 2.1.3 The Documentary must be capable of being screened in its entirety at the Festival, with clips being used in a trailer or other marketing materials that publicize and promote such screening. Accordingly, the Documentary will not be eligible for the Competition and should not be submitted if it is subject to exclusive distribution rights that would prevent it from being screened in its entirety at the Festival.
 - 2.1.4 The Entrant and everyone else involved in the Documentary must not have been involved in, or alleged to be involved in, any situation or occurrence which subjects such person to public scandal, disrepute, widespread contempt, or public ridicule, or that will tend to shock, insult or offend the community or public morals or decency or reflect negatively on Sponsor or the Festival.
 - 2.2 Any Documentary that, in Sponsor's good faith judgment, violates the Submission Requirements may be disqualified. Documentaries must be received by the end of the Entry Period. The Website's database clock will be the official time keeper for this Competition.
 - 2.3 Sponsor reserves the right to consider and include in the Competition or in the Festival Documentaries and other films received at any time and through any source, means, channel, or process, including sources, means, channels, or processes not contemplated in these Official Rules. Sponsor may engage third-party vendors to administer certain aspects of the Competition, including, without limitation, the online collection of entry information and Documentaries. Such third parties will provide Entrant's personally identifiable information to Sponsor, and except as set forth herein, such information will be subject to the Bloomberg online privacy policy, located at <https://www.bloomberg.com/notices/privacy/>, and such third parties may also share

Entrants' information and Documentary with the other Competition Entities and use Entrants' information for their own independent purposes in accordance with their own independent privacy practices. Sponsor is not responsible for the storage or any use of any Documentary information by such third parties. In the event a dispute regarding the identity of the individual who actually submitted a Documentary cannot be resolved to Sponsor's satisfaction, the affected Documentary may be disqualified. The Competition Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Competition or by any technical or human error which may occur in the processing or transmission of the Documentaries in the Competition. The Competition Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of Documentaries.

IMPORTANT NOTE: Any Entrant who incorporates any intellectual property or material owned by a third party into his or her Documentary does so at his or her own risk. Without in any way limiting, expanding or amending the Terms of Service policy posted on the Website and/or the Terms of Service policy located at <https://www.bloomberg.com/notices/tos/>, which Terms of Service policies shall remain in full force and effect, if Sponsor is duly notified that any Documentary provided by an Entrant violates or infringes upon the rights of another person and/or receives a legally valid request to remove the affected Documentary from the Website or from any other website related to the Festival, Sponsor or the Competition Entities because of such infringement, such Documentary may be so removed and/or the applicable Documentary may be disqualified from the Competition, as Sponsor may determine in its sole discretion.

5. **PROMOTIONAL RIGHTS:** For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each Entrant hereby irrevocably grants the Competition Entities and each of their respective successors, assigns and licensees the non-exclusive right to use the Documentary, in whole or in part, and related materials including without limitation the trailer for the Documentary in the Competition, the Festival and up to approximately five (5) additional in-person or virtual events organized by or on behalf of Sponsor or its designee (each, an “**Additional Screening**”, can collectively, the “**Additional Screenings**”) and in order to advertise, market and promote the Competition (and any prior or subsequent seasons of the Competition or any spin-off of the Competition or other Bloomberg Media events), the Festival and the Additional Screenings by means of any and all media and devices whether now known or hereafter devised throughout the universe, in perpetuity (collectively, the “**Promotional Rights**”). Sponsor recognizes that some people who have entered or would like to enter the Competition would like to retain the right to distribute their Documentary themselves or have already ceded such exclusive rights through third parties for commercial purposes. Except for Documentary screenings at the Festival and the Additional Screenings, if necessary to avoid any breach of such agreements, Sponsor agrees to limit its use to up to a maximum of three (3) minutes of each Documentary on a non-exclusive basis. For the avoidance of doubt, Sponsor shall have the right to exhibit, stream, display, and perform all finalist Documentaries in full at the Festival and the Additional Screenings. By participating in the Competition, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any Entrant in and/or winner of the Competition, each Entrant irrevocably grants the Competition Entities and their respective successors, assigns and licensees, the right to use such Entrant's name, photograph, likeness, statements, biographical information, and any other personal characteristics, in any and all media in conjunction with the Promotional Rights or otherwise in connection with the Competition and the advertising and promotion thereof. Sponsor shall retain the Promotional Rights granted in this Paragraph even if the Documentary is disqualified or fails to meet the Submission Requirements or even if it determined that the Entrant who made the Documentary is ineligible to enter the Competition or is disqualified from winning a prize.

6. **WINNER SELECTION:** After the end of the Entry Period, a panel of judges selected by Sponsor in its sole discretion (the “**Judging Panel**”) will review the eligible Documentaries received during the Entry Period and will select up to five (5) Documentaries based on the following criteria: (i) exhibition of an auteur voice (33.3%); (ii) originality (33.5%); and (iii) potential to create conversation around an environmental topic (33.3%). The Documentaries that receive the highest overall score will be considered potential finalists (each, a “**potential Finalist**”). The decisions of Sponsor and the Judging Panel with respect to all phases of the Competition are final and binding in all respects and are not subject to challenge or appeal. The potential Finalists will be notified on or about October 7, 2022. Should it be determined that any potential Finalist has made any false statement(s) in any document required by Sponsor, Sponsor reserves the right to disqualify such potential Finalist and select an alternate potential Finalist. Each potential Finalist may be required to execute an Affidavit of Eligibility, a Liability Release, and where imposing such condition is legal, a Publicity Release (collectively, the “**Prize Claim Documents**”). If any potential Finalist fails or refuses to sign and return all the Prize Claim Documents within the time period specified herein, then such potential Finalist may be disqualified and an alternate potential Finalist may be selected from the remaining eligible Documentaries according to the Judging Criteria. The potential Finalists who satisfy the conditions set forth in these Official Rules will be declared to be the “Finalists”.

7. **CONDITIONS OF FINALIST PARTICIPATION:** If any Finalist should, prior to or during the Competition commit any act which is antithetical to Sponsor or its products or services or which brings Finalist or Sponsor into public disrepute or scandal, or which shocks, insults or offends a substantial portion or group of the community or reflects unfavorably on Finalist or Sponsor, or in the event Finalist engages in any behavior that Sponsor, in its sole discretion, finds to be obnoxious, threatening or otherwise objectionable or that is intended to annoy, abuse, threaten or harass any other person, Sponsor may, in addition to and without prejudice to any other remedy of any kind or nature set forth herein or otherwise available, terminate the Competition early, in whole or in part, and send the Finalist home with no further compensation. Without limiting the generality of the foregoing, Finalist shall refrain from publicly making any disparaging or unfavorable comments about Sponsor or its products or services both during and after the Competition. Further, during Finalist’s participation in the Competition and any Festival-related activities, Finalist may not (a) carry weapons of any kind (including, without limitation, firearms and knives); (b) use illegal drugs or prescription medication without a valid prescription; and/or (c) consume more than a reasonable amount (as determined by Sponsor in its discretion) of alcoholic beverages.

8. **TRAVEL AND EXPENSES:** Sponsor shall provide each Finalist participating in the Festival with (i) roundtrip coach-class air travel on the airline of Sponsor’s choice from a major airport near the Finalist’s home and in Sponsor’s sole discretion, to a major airport in New York City; (ii) roundtrip airport transfers in New York City; and (iii) one (1) standard hotel room accommodation at a hotel in the New York City area, as determined by Sponsor (on an if used basis) for the duration of the time Sponsor requires Finalist to be at the Festival, all details will be determined by Sponsor in its sole discretion. In the event a Finalist’s residence is close enough to New York City such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the applicable Finalist will not receive air transportation. Each Finalist must possess all required travel documents, including visas and valid passports, if and as applicable, and comply with any applicable hotel check-in requirements, such as presentation of a major credit card to cover incidentals. All travel must be conducted on such dates as determined by Sponsor in its sole discretion. The dates of departure and return are subject to change at Sponsor’s sole discretion.

9. **PRIZES:**

TOP FIVE FINALIST DOCUMENTARY FILMS - BENEFITS

1. A screening of each Documentary at the Festival.
2. Recognition as a Finalist appearing at the Festival. Screenings at the Additional Screenings.

JURY AWARD DOCUMENTARY

1. The Finalist Benefits.
2. Recognition as the Jury Prize Award Winner from the Festival.
3. Cash Prize (value: US\$25,000).

The total value of all prizes awarded in the Competition is approximately Twenty Five Thousand United States Dollars (\$25,000).

If Sponsor elects in its sole discretion to also include an Audience Award, then the prize associated with such Audience Award will be determined by the Sponsor in its sole discretion, and during the Festival, members of the audience will have the opportunity to vote on the Documentary that they believe has the most potential to create conversation around an environmental topic (the “**Audience Award**”). In the event of a tie for Audience Award, the tie will be broken in favor of the Entrant whose Documentary received the highest score from the Judging Panel, and if a tie persists, the highest score from the Judging Panel in the category for “Originality.”

10. **GENERAL PRIZE CONDITIONS:** Except as set forth herein, no cash alternative or substitution of the prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize element listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the Finalist fully complies with these Official Rules. All portions of the prize are non-assignable and non-transferable. In the event that there is a discrepancy or inconsistency between guidelines, disclosures, or other statements contained in any promotional materials for the Competition and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. All details and other restrictions of the prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. Each Finalist shall be solely responsible for all federal, state, local, and/or provincial taxes, and the reporting consequences thereof, and for any other fees or costs associated with the prizes. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any tax or taxes due.

11. **FESTIVAL APPEARANCE:** By participating in the Competition, and in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any Finalist, each Finalist hereby grants the Competition Entities the right to film, photograph, record and edit his or her appearance during all Competition-related activities, including but not limited to each Finalist’s appearance at the Festival and any Festival-related activities (collectively, the “**Appearance**”) and the right, but not the obligation, to use such Appearance in any and all media, devices, processes and technology now known or hereafter devised in perpetuity throughout the universe without further notice or compensation. Each Finalist hereby acknowledges and agrees that the Appearance shall be deemed a work-made-for-hire for the Competition Entities, and therefore, the Competition Entities shall be the author and copyright owner thereof for all purposes throughout the universe. If the foregoing does not operate to fully vest in the Competition Entities any or all of the rights in the Appearance, Entrant hereby irrevocably grants, transfers, sells and assigns to the Competition Entities, their successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights and any and all other ownership and exploitation rights now or hereafter recognized in any territory) in and to the Appearance for exploitation throughout the universe, in perpetuity, by and in any and all media, devices, processes and technology now known or hereafter devised in perpetuity throughout the universe without further notice or compensation. The Competition Entities shall have the right, in their sole discretion, to edit, composite, morph, scan, dub, duplicate, fictionalize or otherwise alter the Appearance for any purpose

which the Competition Entities deem necessary or desirable. Each Finalist hereby irrevocably waives any and all so-called moral rights he or she may have in the Appearance, and agrees that he or she will make no claim of any kind against the Competition Entities as a result of any of the uses described above, and irrevocably and unconditionally waives and releases the Competition Entities from any and all claims, demands, and liabilities of any kind or nature whatsoever arising out of or in connection with such use including, without limitation, any and all claims, demands, or liabilities for invasion of privacy, infringement of the right of publicity, defamation (including libel and slander) and any other personal and/or property rights.

12. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION**: Each Entrant represents and warrants as follows: (i) Entrant has secured all necessary rights, clearances, licenses, and permissions to submit the Documentary for consideration in the Competition and to grant the rights to Sponsor hereunder; (ii) the Documentary is not the subject of any actual or threatened litigation or claim; (iii) the Documentary is not defamatory or libelous and does not violate or infringe upon the intellectual property rights or other rights of any third party; (iv) the Documentary does not violate any applicable laws; and (v) the use of the Documentary as set forth herein will not give rise to any claims for any payment whatsoever, including, but not limited to, claims for royalties, re-use fees, or residuals. Each Entrant hereby agrees to indemnify and hold the Competition Entities harmless from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising out of any breach or allegation that, if true, would constitute a breach, of any of the warranties, representations, covenants, obligations, or agreements of Entrant hereunder.

13. **GENERAL LIABILITY RELEASE/FORCE MAJEURE**: Each Entrant agrees that the Competition Entities: (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Competition, Festival, the Additional Screenings or any Competition-related activity, or from Entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. The Competition Entities assume no responsibility for any damage to an Entrant's, or any other person's, computer system which is occasioned by Website participating in the Competition, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due Documentaries or prize notifications; or for lost, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Competition or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Competition, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right to modify, extend, suspend, or terminate the Competition if it determines, in its sole discretion, that the Competition is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Competition as contemplated herein. In the event an insufficient number of eligible Documentaries are received and/or Sponsor is prevented from awarding prizes or continuing with the Competition or holding the Festival by any event beyond its

control, including but not limited to fire, flood, earthquake, windstorm, epidemic, pandemic, public health crisis, disease, virus, sickness or outbreak or other similar or dissimilar natural disaster; act of God or public enemy; riot or civil disturbance, act of any government or governmental authority, power failure, satellite or equipment failure, failure of telecommunications lines or failure or breakdown of plant, machinery or vehicles operated by a third party; labor dispute, strike, or lockout; actual or threat of war, armed conflict, terrorist attacks, war (declared, undeclared or threatened), explosion, nuclear, or chemical or biological contamination; or a government imposed travel ban, restriction on movement or gatherings, or other government imposed mandate of any kind, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), Sponsor reserves the right to modify, suspend, or terminate the Competition. If the Competition is terminated before the designated end date, Sponsor may elect (if possible) to select the winner from all eligible, non-suspect Documentaries received as of the date of the event giving rise to the termination in accordance with the process outlined in these Official Rules. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

14. **NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Entrant hereby acknowledges and agrees that the relationship between Entrant and the Competition Entities is not a confidential, fiduciary, or other special relationship, and that Entrant's decision to submit Entrant's Documentary into the Competition does not place the Competition Entities in a position that is any different from the position held by members of the general public with regard to elements of Entrant's Documentary. Each Entrant understands and acknowledges that the Competition Entities have wide access to ideas, stories, 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 stories may be competitive with, similar or identical to the Entrant's Documentary and/or each other in theme, idea, plot, format, or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of any Competition Entity's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Competition Entities 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 Entrant's Documentary. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of a Competition Entity's actual or alleged exploitation or use of any Entrant's Documentary or other material submitted in connection with the Competition, the damage, if any, thereby caused to the Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of any of the Documentaries, or any other production produced and/or distributed by Sponsor, and Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

15. **NO OBLIGATION TO USE:** The Competition Entities shall have no obligation (express or implied) to use any Entrant's Documentary, or to otherwise exploit any of Entrant's Documentary or Documentary or, if commenced, to continue the distribution or exploitation thereof, and the Competition Entities may at any time abandon the use of the Entrant's Documentary for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof.

16. **DATES AND DEADLINES/ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the Competition, Sponsor reserves the right, in addition to those other rights

reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Competition. Sponsor cannot accurately predict the number of Entrants who will participate in the Competition.

17. **FURTHER DOCUMENTATION**: If Sponsor shall desire to secure additional documents as Sponsor may reasonably require in order to evidence or effectuate the rights granted in these Official Rules, then each Entrant agrees to sign, authenticate, and deliver the same upon Sponsor's request therefor.

18. **GOVERNING LAW/JURISDICTION**: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S OR JURISDICTION'S LAWS.

19. **ARBITRATION PROVISION**: By participating in this Competition, each Entrant (and any minor Entrant's parent or legal guardian) agrees: (i) that any and all disputes the entrant may have with, or claims Entrant may have against, the Competition Entities relating to, arising out of or connected in any way with (a) the Competition, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in New York, New York; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Entrant may have entered into in connection with the Competition; (v) the arbitrator shall apply New York law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the Entrant or Sponsor; (viii) if the Entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of Entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither Entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

20. **WINNERS LIST**: The name of the Jury Award winner may be published on the Website after the end of the Competition Period.

*** End of Official Rules ***