

# NYTVF

NEW YORK TELEVISION FESTIVAL

The logo for Xbox Live, featuring the word "XBOX" in a light green, sans-serif font above the word "LIVE" in a stylized, orange-to-red gradient font with a registered trademark symbol.

2007 XBOX LIVE ORIGINALS  
OFFICIAL APPLICATION & ENTRY RULES



## NEW YORK / LOS ANGELES / LONDON / TOKYO / SYDNEY

### MISSION STATEMENT

The New York Television Festival is a watershed event in television history. As the first creative festival for television artists, the NYTVF is a pioneer of the "independent television" movement, constructing a new and innovative path of program development. For the first time, an international group of talented writers, directors, and producers, selected from a grassroots search, will be given the opportunity to showcase pilot programs directly to network and cable executives in one forum.

The challenge we have issued is to raise the bar on television by awakening an artistic potential that has long been slumbering in the status quo. We can re-energize television by promoting independent shows that take the necessary risks to achieve excellence. In the early 1990's, independent film festivals such as Sundance reinvigorated the film industry by restoring an emphasis on strong characters, sharp dialogue and imaginative plotlines to a bloated Hollywood landscape. The New York Television Festival seeks to mirror the progress these festivals have made and to ensure that artists maintain a creative influence on television content for years to come.

Those dedicated to the prospect of artistic change must also be grounded in the sacrifice towards its fulfillment. To endeavor to produce a great television pilot will test the very limits of creativity and commitment. History has shown time and again that American artistic ingenuity has the capacity to break barriers and redefine mediums. Television, being our greatest shared medium, should in turn, be our greatest shared canvas. Today, for the first time, that opportunity exists.

The doors to television are open....

**THE DOORS TO TELEVISION ARE OPEN**

**2007 XBOX LIVE ORIGINALS  
SUBMISSION GUIDELINES**

The "Xbox LIVE Originals" contest will invite a wide range of artists and Xbox users to create a 5 to 15-minute pilot episode introducing an original television series. The pilots may be any genre (comedy, action, drama, sci-fi, etc.), and they may be live-action, animated or both. All entries must be submitted before June 29th, 2007. A selection of standout finalists will be featured exclusively on Xbox LIVE Marketplace starting in July. The winner of the contest will receive a \$100,000 deal with Xbox LIVE to create a six-episode series based on the short pilot as well as an exclusive screening event at the 2007 New York Television Festival.

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**Important Dates**

April 16, 2007 - Submission Period Begins

June 29, 2007 - Submission Deadline

**Independent Pilot Competition**

The New York Television Festival "Independent Pilot Competition" begins on February 1, 2006 and ends on July 7, 2006. All entries must be received by the NYTVF no later than 11:59 PM on July 7, 2006. This is not a postmark date.

**Required Running Times**

Each short pilot must have a running time between 5 and 15 minutes.

**Fees**

- Each submission must be accompanied by a \$25 processing fee.
- Check and money orders made payable to the "New York Television Festival" or "NYTVF" are acceptable forms of payment.
- \* Students who include a photocopy of a current, valid student ID are not required to pay an entry fee.

**Eligibility**

- Programs created or funded by broadcast networks, cable networks or studios are ineligible to compete in the "Xbox LIVE Originals" Contest but may be submitted to the NYTVF for consideration as a specialty screening.
  - Entrants must be 18 years of age or older. If under the age of 18, entries must include written parental consent.
  - Foreign language programs must be dubbed into English by entrants.
- For questions about Eligibility, please email [xboxsubmissions07@nytvf.com](mailto:xboxsubmissions07@nytvf.com).

**"Xbox LIVE Originals" Contest Guidelines**

- The New York Television Festival "Xbox LIVE Originals" Contest accepts entries beginning April 16, 2007 and ending June 29. Artists may submit multiple entries to the competition. All entries must be received by the NYTVF no later than 11:59 PM on June 29, 2007. This is not a postmark date.
- All TV genres will be accepted. Pilots may be live-action, animated or both.

**Entry Packet**

- Entries must be submitted on either VHS or DVD; International submissions must be submitted on VHS (NTSC) or DVD formatted for multi-zone or Zone 1 (North America).
  - Please include three (3) copies of the Pilot Program with label of Producer, Director and/or Production Company, and contact information.
  - All entries must be accompanied by this signed Application Form and the \$25 entry fee.
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All submissions, accompanied by this signed Application Form and Entry Fee, must be sent to:  
New York Television Festival

**Attn: Xbox LIVE Originals**  
P.O. Box 627  
Planetarium Station  
New York, NY 10024-0627

**2007 XBOX LIVE ORIGINALS APPLICATION**

**Pilot Information**

Title: \_\_\_\_\_

Length: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Origin (City, State, Country): \_\_\_\_\_

**Contact Information**

(please list multiple names and contact info if appropriate)

Contact: \_\_\_\_\_

Production Company: \_\_\_\_\_

Student/School (if applicable): \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**Credits**

Executive Producer: \_\_\_\_\_

Producer: \_\_\_\_\_

Director: \_\_\_\_\_

Writer: \_\_\_\_\_

Principal Cast Members (Role-Actor): \_\_\_\_\_

\_\_\_\_\_

**Musical Credits: (please list song(s) and artist(s))**

(Note: No copyrighted music may be used in pilot submissions without the pilot-maker obtaining the proper clearances for broadcast.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## 2007 XBOX LIVE ORIGINALS APPLICATION

### Checklist

- Entry Fee
- Completed and Signed Application Form
- 3 Pilot Screening Copies
- Any Additional Press Material

**Reminder:** Pilot submissions must not contain ANY copyrighted music, images, or brand names without the pilot-maker first obtaining the proper clearances.

### Send Entries to:

New York Television Festival  
Attn: Xbox LIVE Originals  
P.O. Box 627  
Planetarium Station  
New York, NY 10024-0627

**2007 XBOX LIVE ORIGINALS  
OFFICIAL ENTRY RULES**

The New York Television Festival ("NYTVF") provides unprecedented access and exposure for emerging television artists looking to showcase new and innovative ideas for television programming for networks and cable.

The 2007 New York Television Festival (the "2007 Festival") is currently scheduled to take place in New York City, between September 5, 2007 and September 10, 2007. The 2007 Festival's "Xbox Live Originals Competition" (the "Competition") shall take place concurrently with the 2007 Festival. The open entry period for the Competition begins on April 16, 2007 and ends on June 29, 2007. Entrants to the Competition shall create a pilot or sample episode (each, an "entry") introducing an original television series which must be between five (5) and fifteen (15) minutes in length and in the English language only (or, if in any non-English language, then dubbed in the English language prior to submission at the entrant's sole cost and expense). All entries must be actually received by NYTVF no later than 11:59 PM on June 29, 2007. Please note that this is not a postmark date.

**By submitting an entry to this Competition, entrants agree to these Official Entry Rules and acknowledge that the decisions of judges shall be binding and final in all matters relating to this Competition.**

**To Enter:** Three (3) copies of each entry must be submitted to NYTVF in one of the following formats: DVD or VHS (international submissions must be submitted on VHS [NTSC] or DVD formatted for multi-zone or Zone 1 [North America]). All entries must be between five (5) and fifteen (15) minutes in length and in the English language only (or, if in any non-English language, then dubbed in the English language prior to submission at the entrant's sole cost and expense). Each entry must contain a label with the producer, director and/or production company, and any other relevant contact information, and must be accompanied by any press kits, photographs and bios of key personnel. Each entry must also be accompanied by a non-refundable entry fee of \$25USD per entry to the Competition. Checks and money orders made payable to The New York Television Festival or NYTVF are acceptable forms of payment. Students who include a photocopy of a current, valid student ID are not required to pay the entry fee. There is no limitation on the number of entries in the Competition. The NYTVF, its affiliates, employees, officers, directors, licensees and assigns will not be responsible for late, lost, incomplete, illegible, damaged, garbled, technically corrupt, postage-due or misdirected entries. All physical copies of entries (i.e., DVDs, tapes, press kits, photographs, and all other tangible material submitted to the NYTVF) shall become the property of NYTVF and, due to the volume of materials submitted, may not be acknowledged or returned.

It is the sole responsibility of the entrant to notify The NYTVF in writing if the entrant changes his/her address, phone number, or other contact information. To do so, write to: New York Television Festival - Attn: Address Change, P.O. Box 627, Planetarium Station, New York, NY 10024-0627. Notification must be received by June 29, 2007.

**Eligibility:** The Competition is open to individuals who are 18 years of age or older, and, if under the age of 18, entries must be accompanied by written parental consent. The NYTVF reserves the right to verify and confirm such consent and disqualify any entrant under 18 without valid consent. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within six (6) months prior to the start date of the Competition and thereafter, been employed by or performed services for NYTVF or any other person or entity responsible for sponsoring, administering, advertising or promoting the Competition, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or win. Programs created or funded by broadcast networks, cable networks or studios are ineligible to compete in the Competition but may be submitted to the NYTVF for consideration for special screenings in the sole discretion of NYTVF.

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

**Additional Entry Regulations:** Each entrant represents and warrants to the NYTVF that his or her entry is (i) completely the original work of the entrant, (ii) not copied from any other source or previously broadcast or otherwise distributed or disseminated in any media or format (except for previous broadcast on campus television or limited Internet broadcast on a website controlled

**2007 XBOX LIVE ORIGINALS  
OFFICIAL ENTRY RULES**

and maintained solely by the entrant) (iii) not in the public domain, and (iv) not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity. If the NYTVF, in its sole discretion, has reason to believe that any entry contains any material that may infringe or violate any law or any rights of a third party, NYTVF may immediately disqualify such entry and take all other measures NYTVF may deem appropriate. Entries must not have been previously submitted to any other contest or competition. Entries that contain any content determined by NYTVF in its sole discretion as indecent, inappropriate, morally objectionable or otherwise unfit for dissemination or broadcast will be immediately disqualified. Entries not meeting stated running time requirements and/or otherwise not conforming to the entry guidelines set forth above, will be disqualified. Entries not satisfying these Official Entry Rules in any respect will be disqualified. Each entrant further agrees to sign, and to obtain (at the entrant's expense) from all necessary third parties, all releases, permissions and other written documents, in a form acceptable to NYTVF, as may be required by the NYTVF and any of its affiliates or sponsors upon request so as to confirm, record and/or perfect their rights in the entry. Without limiting the generality of the foregoing, each entrant acknowledges and agrees that upon NYTVF's request, he or she shall provide to NYTVF all necessary written releases and permissions pertaining to on-camera talent, writers, composers, and any other third parties providing any services or materials in connection with such entrant's entry to the Competition.

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

By submitting an entry, entrants acknowledge that they understand and agree that the Designated Entities' use of Materials containing features and elements similar to or identical with those contained in their entry shall not entitle the entrant to any compensation whatsoever. As an inducement to NYTVF to accept the entrant's entry into the Competition, each entrant hereby waives any claim or right of action against any of the Designated Entities or their successors in connection with the Designated Entities' use of any Materials (or any portions thereof) whether or not such Materials contain any features or elements similar or identical to those contained in an entrant's entry.

**Judging:** The official judging panel, consisting of individuals selected by the NYTVF, at its sole discretion, will make a number of official selections (the "Official Selections") from all eligible entries received. The judging will be based on the following criteria: (i) originality and creativity; (ii) overall quality of all elements and aspects of the production of each entry, including, without limitation, writing, acting, directing, editing, etc.; and (iii) adherence to and appropriateness for a particular format or type of program. An interview with the entrant, conducted at the sole discretion of the judges, may also be required prior to the judges' decision. The judging will be conducted approximately in July 2007. At that time, the selected entrants may be required to submit requested information, including but not limited to additional releases and permissions from necessary parties, to assist in the judges' due diligence research. The selected entrants will be notified by telephone and/or e-mail. Potential winners and other entrants will be required to sign and return within five (5) business days of receipt an Affidavit of Eligibility, Release and Indemnification, as well as other documents that NYTVF may reasonably require. If any potential winner does not reply to any notification by NYTVF within five (5) business days, such potential winner may be disqualified in the discretion of NYTVF and an alternate potential winner may be selected. This process may continue until a winner is selected. NYTVF shall not be responsible in any way for any missed, lost or misdirected notification or an entrant's failure to receive a communication from NYTVF.

**Categories of Competition:** The NYTVF reserves the right to award a number of Competition prizes and/or awards, in categories selected by the NYTVF in its sole discretion, as it may deem appropriate, in its sole discretion. The NYTVF currently anticipates that there shall be one (1) Competition winner (the "Winning Contestant") and nine (9) runner-ups and the Winning Contestant will receive an exclusive screening event at the 2007 Festival, and a \$100,000 production agreement in order to produce a six-episode series based on the winning entry, for distribution on the Microsoft Xbox Live Video Marketplace service and/or other exploitation all of which shall be determined by Microsoft in its sole discretion.

**2007 XBOX LIVE ORIGINALS  
OFFICIAL ENTRY RULES**

**Grant of Rights by Each Entrant to the NYTVF and the Designated Entities:** By entering, each entrant expressly acknowledges and agrees that NYTVF shall have the rights in and to the entry, as follows: The NYTVF reserves the right to add other Competition Award categories as it may deem appropriate in its discretion.

1. NYTVF and the Designated Entities shall have the perpetual and exclusive right to exhibit, disseminate, or broadcast each entry (and any portion(s) or element(s) thereof) in any manner, media or format now known or hereafter devised, throughout the universe. Each entrant agrees not to exhibit, disseminate, or broadcast, or authorize any third party to exhibit, disseminate, or broadcast, in any manner, media, or format, his or her entry (or portions thereof) and, by entering the Competition, each entrant irrevocably and perpetually waives any copyright and intellectual property rights in and to the entry, including, without limitation, rights of droit moral or similar rights which entrant may now have or may hereinafter become entitled to.

2. In addition to the rights set forth above, and for the avoidance of doubt, NYTVF and the Designated Entities shall have the right, in perpetuity, to include each entry (or any portion(s) or element(s) thereof) in a DVD or other product that is a compilation or sampling of entries (e.g., a "Best Of" or "Highlights") from the 2007 Competition and/or any other year of the New York Television Festival, and to exhibit, sell, disseminate, broadcast, or distribute such DVD or other product.

**Copyright:** Each entrant acknowledges and agrees, that by entering, NYTVF and/or the Designated Entities shall exclusively and perpetually own the copyright in the entry and shall be entitled to exploit any or all entries (or any portions or elements thereof) and that no payment or consideration of any kind or nature shall be due to any such entrant (except in connection with the Winning Contestant as set forth in these Official Entry Rules) for any such exploitations or other uses by NYTVF or any Designated Entities. Each entrant agrees to execute such additional documents (for filing in the U.S. Copyright office or otherwise) as NYTVF may reasonably require to further evidence or effectuate NYTVF's ownership rights hereunder, and for this limited purpose, if any entrant fails to execute any such documents within five (5) business days after NYTVF's request therefor, such entrant hereby authorizes NYTVF, on such entrant's behalf, to execute and file any and all such necessary documents. Subject to the exclusive rights of NYTVF and the Designated Entities as contained in these Official Entry Rules, except for the Winning Contestant, nothing contained herein shall be deemed to limit each entrant's right to further develop and exploit the underlying ideas, characters, settings and plots contained in such entrant's non-winning entry in other television, film, internet, or live stage projects, or in any other media now known or hereafter devised.

**Publicity:** Some or all of the entrants whose entries are chosen as Official Selections, including the winner of the Competition, may be required to participate in a reasonable number of customary promotional and publicity activities (including public appearances, press junkets, interviews, and the like) to promote The New York Television Festival and the Competition. If an entrant is not willing or not able to participate in such customary promotional activities at the time of the announcement of the winners, NYTVF reserves the right to select another winner.

**Additional Conditions of Participation:** : If for any reason the Competition is cancelled or cannot be administered or completed as planned, the NYTVF reserves the right, at its sole discretion, to terminate, modify and/or suspend the Competition and to determine the winners by having the judges evaluate all eligible entries received prior to the action taken, or as otherwise deemed fair and equitable by the NYTVF. Notwithstanding the foregoing, the NYTVF reserves the right to terminate, modify or suspend this Competition due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; the recapture of any time period scheduled for the live telecast of a program for an event of national importance or emergency; failure of technical facilities; failure of essential production, or technical personnel to appear or be available for production or broadcast; or other cause beyond its control. By entering, each entrant agrees that should this Competition be terminated for any reason such entrant irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.

**Names of Finalists and Winner:** For the names of the Finalists and Winners, available after \_\_\_\_\_, mail a self-addressed, stamped envelope to: New York Television Festival - Attn: List of Winners, P.O. Box 627, Planetarium Station, New York, NY 10024-0627.

Questions: For additional information, please contact: [xboxsubmissions07@nytvf.com](mailto:xboxsubmissions07@nytvf.com)