

NYTVF

NEW YORK TELEVISION FESTIVAL

A&E UNSCRIPTED
DEVELOPMENT
PIPELINE

2012 OFFICIAL APPLICATION & ENTRY RULES

Format Information

Title: _____

Length: _____

Genre: _____

(Two or three words, please. Examples: docusoap, reality Contest, talk show, etc.)

Origin (City, State): _____

Contact Information

(please list multiple names and contact info if appropriate)

Contact: _____

Production Company: _____

School (if applicable): _____

Telephone: _____

Address: _____

Email: _____

How did you hear about this initiative? _____

Credits

(list all where applicable)

Creator: _____

Executive Producer: _____

Producer: _____

Director: _____

Writer: _____

Cast Members:

By signing below, I certify and attest that I have read and understand, and agree to be bound by, the Official Entry Rules for the A&E Unscripted Development Pipeline. I understand and agree that my failure to abide by any term or condition contained in the Official Entry Rules may result in the disqualification from the A&E Unscripted Development Pipeline.

Acknowledged and Agreed

Date: _____

Checklist

- Completed and Signed Application Form
- Five (5) Pilot Screening Copies, two (2) to four (4) minutes in length
- One (1) Treatment, one (1) to two (2) pages in length (hardcopy and pdf)
- Any Available Press Kit Material

Send Entries to:

A&E Unscripted Development Pipeline c/o New York Television Festival
121 West 27th St., Suite 901
New York, NY 10001

OFFICIAL RULES

CONTEST DESCRIPTION: The New York Television Festival (“Sponsor”) provides unprecedented access and exposure for emerging television artists looking to showcase new and innovative ideas for television programming. The 2012 New York Television Festival (the “2012 Festival”) is currently scheduled to take place in New York City, between October 22, 2012 and October 27, 2012. The 2012 Festival’s “A&E Unscripted Development Pipeline” (the “Contest”). The open entry period for the Contest begins at 11:59:59 AM Eastern Time (“ET”) on March 6, 2012 and ends at 11:59:59AM (ET) on April 3, 2012 (“Entry Period”). **By submitting an entry to this Contest, 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 Contest.**

ELIGIBILITY: The Contest is open to permanent legal residents of the fifty (50) United States and the District of Columbia, who are physically located and residing therein; who are 18 years of age or older and have reached the age of majority under the laws of the jurisdiction in which they reside as of the date of entry. Entrants must have a valid Social Security number and/or a valid U.S. personal tax identification number. Entrants who have, within six (6) months prior to the begin date of the Contest and thereafter, been employees (including but not limited to employees, consultants, independent contractors, and interns), officers, and directors of Sponsor, A&E Television Networks, LLC (“Promotional Partner”), and those of their respective parent, subsidiary, and related companies, licensees, service providers, web service providers, prize suppliers, advertisers and any other person or entity associated with the Contest (collectively “Contest Entities”), their immediate families (spouses, children, siblings, parents), and/or persons living in the same household (whether or not related) are ineligible to participate in this Contest. Programs created or funded by broadcast or cable networks are ineligible to compete in the Contest.

By entering, participants agree to indemnify, defend, release, discharge and hold harmless NYTVF and Promotional Partner their 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 Contest all entrants grant to the NYTVF and Promotional Partner 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.

HOW TO ENTER: Entrants shall create (a) a pilot, teaser tape or sample episode that follows the format for an original unscripted television program (as further described below); (b) be no less than two (2) minutes and no more than four (4) minutes in length; (c) submit five (5) copies thereof to Sponsor in DVD format; (d) include a one (1) to two (2) page treatment describing the unscripted format, which must be submitted as both a hardcopy and as a PDF file type on a CD-ROM; and **mail together in a package with proper postage affixed to:** A&E Unscripted Development Pipeline c/o New York Television Festival, 121 West 27th St., Suite 901, New York, NY 10001 (each an “Entry” collectively “Entries”). In the event an Entry exceeds the maximum time length, Sponsor will only evaluate the Entry based on the first four (4) minutes. At Sponsor’s sole discretion, any Entry which exceeds the maximum time length will be disqualified. Entries that exceed the maximum time length may be resubmitted during the Entry Period, to conform Entry to the time limits above for the Contest. Foreign-language Entries are ineligible.

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 Sponsor in writing if the entrant changes their address, phone number, or other contact information. To do so, write to: New York Television Festival – Attn: Address Change, 121 West 27th St., Suite 901, New York, NY 10001. Notification must be received on or before June 15, 2012.

Additional Entry Regulations: Each entrant represents and warrants to the NYTVF that their 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 on television (except for previous broadcast on locally distributed campus or public access television or limited Internet broadcast) (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 Sponsor, 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, Sponsor may immediately disqualify such Entry and take all other measures NYTVF may deem appropriate.

Entries that contain any content determined by Sponsor 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 may 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 Sponsor, as may be required by the Sponsor and any of its affiliates or partners 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 Sponsor's request, they will provide to Sponsor 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 in the Contest.

Each entrant further acknowledges that the Sponsor, Promotional Partner and their affiliates, employees, officers, directors, licensees, assigns, and sponsors (collectively the "Contest 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 Sponsor, each entrant acknowledges and understands that any Materials that the Contest Entities may hereinafter use or exploit may have originated with the Contest Entities themselves or may have been acquired from the Contest Entities' employees or other parties, and that such Materials may duplicate, parallel or resemble the entrant's Entry to the Contest.

By submitting an Entry, entrants acknowledge that they understand and agree that the Contest 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 Sponsor to accept the entrant's Entry into the Contest, each entrant hereby waives any claim or right of action against any of the Contest Entities or their successors in connection with the Contest 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:

- A) **Semifinalist Selection:** Preliminary judging will take place from the time the Entry Period ends through and including May 8, 2012. The judging panel, selected by Sponsor, in its sole discretion, will select twenty-five (25) potential semifinalists (the "Semifinalists") from all eligible Entries received in accordance with these Official Rules, based on the following criteria, weighted equally: (i) originality; (ii) creativity; and (iii) overall impression. In the event of a tie, tied entries will be re-judged based solely on the criteria of: overall impression. Decisions of the judging panel as to the selection of the potential Semifinalists will be final. Entrants may be required to submit further information to assist in the judges' verification of eligibility. The selected Semifinalists will be notified by telephone and/or e-mail on or about May 8, 2012. Sponsor is not responsible for false, incorrect, changed, incomplete or illegible contact information. Semifinalists may be required to sign and return additional documents including but not limited to

potential Prize Acceptance and Acquisition Agreements within five (5) business days of receipt. These documents will become active and legally binding on only the Finalists and/or Winner (as defined below). If any potential Semifinalist does not reply to any notification within forty-eight (48) hours, or fails to return any required documentation within five (5) business days of delivery, such potential Semifinalist may be disqualified in the sole discretion of Sponsor and an alternate potential Semifinalist may be selected. Potential Semifinalists CANNOT proceed to the next round until all such properly executed and notarized documents are returned. Sponsor shall not be responsible in any way for any delayed, lost or misdirected notification or other communication from or to Sponsor.

- B) **Finalist Selection:** From among the twenty-five (25) confirmed Semifinalists, Promotional Partner will select five (5) "Finalists" applying the judging criteria specified above. In the event of any tie, tied entries will be re-judged based solely on the criteria of: overall impression. The Finalists will be announced on or about July 24, 2012. Finalists will be required to submit a final version of their entry to Promotional Partner no later than October 16, 2012.

Winner(s) Selection: From among the five (5) confirmed Finalists, and based on their final entry version, Promotional Partner will select one (1) "Winner" applying the judging criteria specified above. In the event of any tie, tied entries will be re-judged based solely on the criteria of: overall impression. The Winner will be announced on or about November 20, 2012. Notwithstanding the foregoing, Promotional Partner shall have the sole and exclusive right, but not the obligation to select additional entries from the Finalists (the "Second Place Winner", "Third Place Winner", etc). The Winner, along with any Second or Third Place Winners, if applicable shall collectively be referred to as the "Winners".

PRIZES: Finalists will each receive a single, lump-sum payment of Two Thousand Five Hundred Dollars (\$2,500) in the form of a check. Upon being named Finalists the Acquisition Agreement (signed as Semifinalists) will become enforceable and binding. The Winner will be awarded Ten Thousand Dollars (\$10,000) and an opportunity to work with A&E Programming to produce a pilot presentation of their winning submission. Winner(s) and Finalists will be solely responsible for all federal, state and/or local taxes associated with the prize that they receive. The Winner(s) and Finalists may be required to provide Sponsor with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. Failure to provide such information may result in disqualifying the Winner or Finalist, in Sponsor's sole and absolute discretion. An IRS Form 1099 may be issued in the name of Winner(s) for the actual value of the prize received.

GRANT OF RIGHTS: By entering, each entrant acknowledges and agrees that NYTVF and Promotional Partner shall have the exclusive, irrevocable, and royalty-free right to use, reproduce, edit, display, transmit, modify, publish and otherwise exploit the submitted Entry for judging purposes and otherwise solely in connection with the execution of the Contest; and that Promotional Partner shall have such further rights as set forth in the Acquisition Agreement, if and when applicable. Entrants hereby forever waive and relinquish all so-called "moral rights (droit moral)" now or hereafter recognized in connection with Entries submitted as part of the Contest. The Acquisition Agreement shall provide Promotional Partner with, among other things, the sole, irrevocable, and exclusive free option for a period of one (1)-year to acquire from Entrant, forever and throughout the universe and in any and all languages, all rights in any and all media, now known or hereafter devised in and to such Entry. If Promotional Partner does not exercise its option to acquire the entry within the one (1) year period, all rights revert to the Winning entrant. Winner(s) 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 Contest. Entrants agree not to issue any publicity concerning NYTVF or Promotional Partner. Winners agree that NYTVF and Promotional Partner shall have the sole discretion in determining the extent and manner of use of entries and are not obligated to use any entries.

Additional Conditions of Participation: If for any reason the Contest is canceled or cannot be administered or completed as planned, the NYTVF reserves the right, at its sole discretion, to terminate, modify and/or suspend the Contest 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 Contest 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 Contest 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 December 1, 2012, mail a self-addressed, stamped envelope to: New York Television Festival – Attn: A&E List of Winners, 121 West 27th St., Suite 901, New York, NY 10001. All requests must be received on or before March 1, 2012. Names of Prize winner(s) will be sent after selection and verification of winner(s).

Questions: For additional information, please contact: submissions12@nytvf.com

Sponsor: The New York Television Festival, 121 West 27th St., Suite 901, New York, NY 10001