

NYTVF

NEW YORK TELEVISION FESTIVAL

SAMSUNG SECOND SCREEN STORYTELLERS

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:

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.)

Adult Content: Does the format contain language or other content that may be unsuitable for broadcast on network TV?

- No Yes

Pilot Synopsis (i.e. An overview of your pilot)

Series Synopsis (i.e. An overview of a single season of the series)

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 Samsung Second Screen Storytellers Initiative. 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 Samsung Second Screen Storytellers Initiative.

Acknowledged and Agreed

Date: _____

Checklist

- Completed and Signed Application Form
- Five (5) Pilot Screening Copies, six (6) to ten (10) minutes in length
- Five (5) Second Screen Material Copies, no more than two (2) minutes in length
- One (1) Series Treatment, no more than four (4) pages (hardcopy and pdf)
- Any Available Press Kit Material

Send Entries to:

Samsung Second Screen Storytellers Initiative 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 (“NYTVF”) 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 “Samsung Second Screen Storytellers Initiative” (the “Contest”) shall take place concurrently with the 2012 Festival. The open entry period for the Contest begins at 11:59:59 AM Eastern Time (“ET”) on July 1, 2012 and ends at 11:59:59AM (ET) on September 24, 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 United States excluding Guam, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions and where prohibited by law., 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 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 NYTVF, Samsung (“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.

Individuals may form production teams (comprised solely of individuals) to enter the Contest, provided that each member of a team must be independently eligible in accordance these eligibility requirements. All entries must be submitted by a single entrant. Entrants submitting on behalf of teams or must meet the eligibility requirements for individual Participants. An individual may join more than one team. An entrant may submit more than one entry.

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 (a) create a pilot, teaser tape or sample episode that follows the format for an original television program (as further described below) that is no less than six (6) minutes and no more than ten (10) minutes in length; (b) create a supporting Second Screen scene that compliments the above that is no more than two (2) minutes in length; (c) submit five (5) copies thereof to NYTVF in DVD format; (d) include a one (1) to four (4) page treatment describing the series, 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:** Samsung Second Screen Storytellers Initiative c/o New York Television Festival, 121 West 27th St., Suite 901, New York, NY 10001 (each an “Entry” collectively “Entries”). In the event any portion of an Entry exceeds the maximum time length, NYTVF will only evaluate the Entry based on the maximum time lengths above. At NYTVF’s sole discretion, any Entry which exceeds the maximum time length may be disqualified. Entries that exceed the maximum time length may be required to 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 NYTVF 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 October 9, 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 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 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 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 NYTVF, as may be required by the NYTVF 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 NYTVF's request, they will 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 in the Contest.

Each entrant further acknowledges that the NYTVF, Promotional Partner and their affiliates, employees, officers, directors, licensees, assigns, and NYTVFs (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 NYTVF, 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 NYTVF 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:

Finalist Selection: Preliminary judging will take place from the time the Entry Period ends through and including October 9, 2012. The judging panel, selected by NYTVF, in its sole discretion, will select Five (5) potential Finalists (the "Finalists") from all eligible Entries received in accordance with these Official Rules, based on the following criteria, weighted equally: (i) originality; (ii) creativity; (iii) functionality; and (iv) 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 Finalists will be final. Entrants may be required to submit further information to assist in the judges' verification of eligibility. The selected Finalists will be notified by telephone and/or e-mail on or about October 9, 2012. NYTVF is not responsible for false, incorrect, changed, incomplete or illegible contact information. Finalists 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 Finalist 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 Finalist may be disqualified in the sole discretion of NYTVF and an alternate potential Finalist may be selected. Potential Finalists CANNOT proceed to the next round until all such properly executed and notarized documents are returned. NYTVF shall not be responsible in any way for any delayed, lost or misdirected notification or other communication from or to NYTVF. Finalists may be invited to present their Entries in a live pitch event (the "Live Pitch Event") during the 2012 Festival.

Winner(s) Selection: From among the five (5) confirmed Finalists (and possibly based on their final entry version and participation in the Live Pitch Event), 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 on the criteria of: overall impression and functionality. The Winner will be announced on or about October 27, 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: The Winner(s) will participate as an Executive Producer and Creator of a three (3) episode series based on their Entry (the "Series"). The Series will consist of three (3) ten (10) minute episodes and will have a total production budget of three hundred thousand dollars (\$300,000). The Winner(s) will receive Executive Producer and Creator fees (TBD) and the opportunity to work with NYTVF and Promotional Partner to produce the Series. Winner(s) will be solely responsible for all federal, state and/or local taxes associated with any and all money that they receive. The Winner(s) may be required to provide NYTVF with a valid social security number or tax identification number for tax reporting purposes. Failure to provide such information may result in disqualifying the Winner(s), in NYTVF's sole and absolute discretion. An IRS Form 1099 may be issued in the name of Winner(s) for the actual value of money 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. 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.

Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Challenge, or any prizes awarded, other than those concerning the administration of the Challenge or the determination of winners, shall be resolved individually, without resort to any form of class action; (2) any and all disputes, claims and causes of action arising out of or connected with this Challenge, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New Jersey State Court; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, but in no event attorneys' fees; and (4) under no circumstances will entrant be

permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

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: Samsung 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

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

Promotional Partner: Samsung Electronics America, Inc., 85 Challenger Road, Ridgefield Park, NJ 07660.