

NYTVF

NEW YORK TELEVISION FESTIVAL

2018 INDEPENDENT PILOT COMPETITION 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.

The 2018 New York Television Festival (the “2018 Festival”) is currently scheduled to take place in New York City, between July 14, 2018 and July 21, 2018. The 2018 Festival’s “Independent Pilot Competition” (the “Competition”) shall take place concurrently with the 2018 Festival. The open entry period for the Competition begins on January 2, 2018 and ends on May 1, 2018. Entrants to the Competition shall create a pilot or sample episode (each, an “entry”) that follows the format for an original television program (as further described below). All entries must be received through WithoutABox.com no later than 11:59 PM on May 1, 2018.

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: The pilot entry must be submitted as a online/digital file. All entries must be between four (4) and sixty (60) minutes in length. If a pilot exceeds the maximum length, the NYTVF will only evaluate the entry based on the first sixty (60) minutes. Any entrant whose pilot exceeds the maximum time length may be required to resubmit their entry conforming to the time limits above in order to receive consideration for the Competition.

Foreign-language entries are eligible, provided that such entries include appropriate English-language subtitling or dubbing. Each entry must also be accompanied by a non-refundable entry fee in U.S. dollars as follows: (i) \$30 per entry that is received on or before February 5, 2018, (ii) \$50 per entry that is received after February 5, 2018 but on or before March 12, 2018, (iii) \$30 per entry accompanied by a photocopy of a current, valid student ID and received on or before March 12, 2018, (iv) \$95 per entry that is received after March 12, 2018 but on or before April 16, 2018, and (v) \$145 per entry that is received after April 16, 2018 but on or before May 1, 2018. 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.

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, email ask@nytvf.com by June 15, 2018.

Eligibility: The Competition is open to individuals who are 18 years of age or older. The NYTVF reserves the right to verify and confirm such consent and disqualify any entrant under 18. 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 the NYTVF, 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. Projects created or funded by broadcast or cable networks are ineligible to compete in the Independent Pilot Competition but may be submitted to the NYTVF for consideration for special screenings at the sole discretion of the 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 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 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, the NYTVF may immediately disqualify such entry and take all other measures the NYTVF may deem appropriate.

Entries not meeting stated running time requirements may be disqualified. Entries not satisfying the 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 the NYTVF's request, he or she shall provide to the 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 the 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 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 the 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 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 May, 2018. 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. If any designated representative of an Official Selection does not reply to any notification by the NYTVF within five (5) business days, such potential Official Selection may be disqualified in the discretion of the NYTVF and an alternate potential Official Selection may be selected. This process may continue until an Official Selection is selected. The 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 the NYTVF.

Categories Awards: 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.

Grant of Rights by Each Entrant to the NYTVF: By entering, each entrant acknowledges and agrees that the NYTVF shall have the rights in and to the entry, as follows:

1. For the period commencing on the date of selection, and continuing in perpetuity, the NYTVF shall have the non-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 (the "NYTVF Non-Exclusive Right").
2. If, at any time after the Official Selections of the Competition are publicly announced by the NYTVF, any entrant receives a bona fide offer from a third party primarily engaged in the business of programming for television to acquire the broadcast, exhibition and/or distribution rights to his or her entry, then the NYTVF shall waive the NYTVF Non-Exclusive Rights, for the remainder of the applicable period, effective one (1) month after the NYTVF receives written notice from such entrant, and all such rights shall revert to the entrant. The entrant shall be free, at such point, to dispose of such rights with respect to his or her entry free and clear of any encumbrance or lien on the part of the NYTVF. The NYTVF reserves the right to verify or inspect evidence of any such bona fide third party offer.
3. Notwithstanding any other provision contained in these Rules, including, without limitation, Paragraph 3 above, each entrant acknowledges and agrees that the NYTVF shall have the right in perpetuity to include each entry (or any portion(s) or element(s) thereof) in a product that is a compilation or sampling of entries (e.g., a "Best Of" or "Highlights") from the 2018 Competition and/or any other year of the New York Television Festival, and to exhibit, disseminate, broadcast, or distribute such product. In the event an entrant does not wish to have such entrant's entry included on such production, written notification indicating such entrant's wish that the entry not be used in some other product must be received by the NYTVF no later than May 1, 2018 at ask@nytvf.com – Subject Line: Attn: Best Of DVD.

Copyright: Subject to the rights granted to the NYTVF as described above and the other terms and conditions herein, each entrant shall retain the copyright in and to his or her respective entry.

Publicity: Some or all of the entrants whose entries are chosen as Official Selections, including the winners 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, the NYTVF reserves the right to select another winner.

Additional Conditions of Participation: If for any reason the Competition 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 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.

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