

FILMAKA'S FORD FIESTA MOVEMENT CHALLENGE: TERMS AND CONDITIONS / RULES

1. CHALLENGE OBJECTIVE/DESCRIPTION: Filmaka's Ford Fiesta Challenge (the "Challenge") will begin on March 4, 2010 at 5:00:00 pm PT and end on March 27, 2010 at 11:59:59 pm PT (the "Challenge Period"). The Challenge is designed to provide all participants in the Challenge ("Entrants") with an opportunity to bid for a production assignment to collaborate with a team of Ford Fiesta Agents ("Agents") to write and create Short Films (as defined below) that capture and articulate the selling points of the Ford Fiesta as set forth in Exhibit D.). Team Detroit, Inc ("TDI"), on behalf of Ford Motor Company, has selected twenty (20) teams of two Agents, located in sixteen (16) US cities. TDI has charged the Agents to undertake creative assignments ("Mission") which incorporate the Ford Fiesta in a variety of mediums to market the 2011 Ford Fiesta. The Agents will be loaned Ford Fiestas for the duration of these assignments. Their last Mission will be to create a Short Film which integrates the Ford Fiesta as outlined in Exhibit A, the Creative Brief.

The twenty (20) Entrants who receive the Challenge production assignment (the "Production Assignment") from Filmaka are herein referred to as "Producers". The Producers will be paired with the Agents to create the Short Films. Subject to the sole discretion of Filmaka and Team Detroit, Inc. ("TDI"), the Short Films will be made available for viewing online at www.filmaka.com/fordfiesta (the "Challenge Site"), and potentially, as promotional pieces on the internet, in theater and on television.

The Challenge will be conducted in two phases. During Phase One, each Entrant will bid for the Production Assignment by submitting a Bid (as defined in Rule 4 below). Each Bid will be evaluated by TDI and Filmaka to determine, in their sole discretion, a list of Finalists who will be forwarded to the Agents. The Agents, TDI, and Filmaka will then determine the twenty (20) Producers who will receive the Production Assignments. During Phase Two, each selected Producer will collaborate with the Agents produce and deliver a short film. In the event one or more Entrants are unable to produce a Short Film, one or more alternates will be awarded the Production Assignment. Alternates will be decided in TDI and Filmaka's sole discretion.

2. ELIGIBILITY: The Challenge is open to legal residents of the fifty (50) United States, the District of Columbia, and US territories/possessions and, in each case, who have reached the age of twenty one (21) and who are registered members of www.filmaka.com (the "Filmaka Site") at the time of entry. All Entrants must have a valid US driver's license. All Entrants must be able to work in the city in which the Short Film will be shot between May 1 and 21, 2010 and must be able to attend a local event at which the Short Film will premiere on or about May 25, 2010.

3. FILMAKA REGISTRATION: To become a member of Filmaka, register at the Filmaka Site and follow the on-screen instructions to complete your free registration. If an Entrant cancels his/her Filmaka membership during the Challenge Period, his/her

Bid will be deemed void and such Bidder will no longer be eligible to participate in the Challenge.

4. HOW TO SUBMIT A CHALLENGE ENTRY:

(a) Phase One: Bid for Production Assignment

Phase One begins on March 4, 2010 at 5:00:00 pm PT and ends on March 27, 2010 at 11:59:59 pm PT. To bid for the Production Assignment, create and submit your Bid (defined below). Once you have registered in accordance with Rule 3 above, visit the Challenge Site and follow the onscreen instructions. Entrants will be invited to submit a Bid for a Short Film production based on the Creative Brief available at the Challenge Site which is incorporated into the Rules by this reference, which describes the theme of the Challenge (“Theme”), and must include a written document detailing the top ten (10) things the Entrants most like about the city in which the Short Film will be produced, written examples of past collaborative projects, a questionnaire provided by TDI, and links to your previous work (collectively, a “Bid”). Bids may also include optional materials suggested at the Challenge Site, such as videos or photos to complement the top 10 list. All written Bid elements must be provided in English, and must be typed, and all Bids must comply with the Submission Requirements in 5 below to be eligible for the Challenge. As part of the Bid submission process, you will be required to signify by electronic signature that you have read and understand these Rules and that you agree to be bound by these Rules, by the Filmaka Site Terms of Service and Privacy Policy set forth at the Filmaka Site, and by the decisions of Filmaka, which are final and binding on all matters relating to this Challenge. All Bids must be received by March 27, 2010 at 11:59 pm PT to be eligible for the Challenge, unless specified otherwise by Filmaka in its sole discretion. To submit a Bid, follow the onscreen instructions at the Challenge Site.

(b) Phase Two: Production Assignment

Phase Two begins April 9, 2010 at 00:01 am PT and ends May 21, 2010 at 11:59:59 pm PT. During Phase Two, each of the twenty (20) Producers selected will be awarded the Production Assignment and receive \$5,000 to produce and deliver a Short Film in collaboration with the Agents that is no more than three (3) minutes – (5) minutes in length and that otherwise complies with the Delivery Rules available at the Challenge Site which are incorporated into these Rules by this reference. Payments will be made by wire transfer or in the form of a check payable to the Producer. To upload your Short Film, follow the onscreen instructions at the Challenge Site. All Short Films must be received by May 21, 2010 at 11:59:59 pm PT to be eligible for the Challenge. In the event of a dispute regarding the identity of the person submitting a Bid and/or Short Film, the Bidder and Producer will be deemed the person who registers at the Challenge Site.

First, Second and Third place winners will be selected based on the same scoring process as the Fiesta Movement Agent teams. The competition will begin no earlier than 12:01 a.m. on May 25 and end no earlier than 11:59 p.m. June 15. Scoring is based on the number of Foursquare check-ins, SMS texts and RSVP’s to the red carpet event. Exact weighting of these scoring elements will be announced sometime prior to

May 25. The producer and agent team with the highest score will be the winning team. Subject to Paragraph 5 of these Terms and Conditions, Filmaka will award the sum of Ten Thousand Dollars (\$10,000) to the first place producer Winner and Five Thousand Dollars (\$5,000) to the second place producer winner, and Two Thousand Five Hundred Dollars (\$2,500) to the third place producer Winner. The First Prize winner will also receive a prize package for two to the premiere of a Hollywood movie, including roundtrip coach airfare, two nights hotel accommodations and two tickets to the movie premiere and its post-party.

The Short Films and footage from the Short Films may be streamed or played online, in-theater, on television or in any all media in the United States and elsewhere and I understand that in connection with this project, any materials provided by me shall be furnished as a work for hire, as understood for US Copyright law purposes and specifically commissioned by Ford Motor Company for inclusion in any work, including but not limited to print, digital and/or audio-visual works. To the extent that I recruit any third party (ies) to work with me to generate content, I will give them forms which are supplied to me, transferring all intellectual property rights to Ford Motor Company

During Phase Two, Producers may be required by TDI to promote the production of the Short Films on social networks and blogs.

5. SUBMISSION REQUIREMENTS:

All Bids and Short Films must comply with the following requirements:

- All Bids and Short Films must be the original work of the Bidder, must not have been previously published or exploited in any manner or medium, or must be licensed in accordance with the Delivery Rules, must not have won previous awards and must not infringe upon the copyrights, trademarks, rights of privacy or publicity of any person, living or dead, or other rights of any person or entity. Bidder agrees to indemnify and hold harmless Filmaka and TDI against any and all claims of infringement from any third party for any use by Filmaka and/or TDI of any Bids and Short Films submitted by Bidder. Bidders shall be responsible for obtaining, and all Bidders will be required to submit, written releases from any individual appearing in any Bids and Short Films which grant to Bidder the right to use his or her name, likeness and performance in connection with Bidder's Bid in this Challenge, and all related uses by Filmaka and TDI, which uses will be determined within Filmaka's and TDI's sole and absolute discretion. In the event that any person appearing in any Bids or Short Films is a minor, the release must be obtained from such person's parent or legal guardian. Filmaka reserves the right to request proof of such release in a form acceptable to Filmaka from any Bidder at any time during or after the Challenge, and to disqualify any Bidder at any time who is unable to provide such proof to the satisfaction of Filmaka.
- Bids and Short Films cannot be submitted if Bidder or third parties who work with Bidder in conjunction with his/her Bid or Short Film are under any contractual relationship including, but not limited to, guild and/or union memberships, acting, modeling, or talent contracts, that may prohibit them from participating fully in this

Challenge, or from transferring all intellectual property rights to Filmaka or TDI, or otherwise allowing Filmaka or TDI to own and exploit the Bids and Short Films worldwide in all media in perpetuity.

Bids and Short Films cannot be sexually explicit or suggestive, contain full or partial nudity or any pornographic material or contain any content that is violent or derogatory of any ethnic, racial, gender, religious, professional or age group. Bids and Short Films cannot contain any content that is otherwise lewd, offensive, inappropriate, or obscene.

- Bids and Short Films cannot contain any content that is derogatory, profane, defamatory, libelous, slanderous or disparaging.
- Bids and Short Films cannot contain any content that is false, deceptive, misleading or otherwise not in compliance with applicable laws.
- Bids and Short Films cannot contain or promote the products or services of any company or entity, with the exception of TDI, or contain any trademarks, logos or trade dress or promote any brand or product or any kind except the Ford Fiesta.
- Bids and Short Films cannot communicate messages or images inconsistent with the good will and positive images which Filmaka and TDI desire to promote.
- Bids and Short Films must be based on the Theme designated under these Rules.
- Bids and Short Films must not contain any content that would be inappropriate for broadcasting on network television, as determined by Filmaka and TDI in their sole discretion.
- Bids and Short Films cannot promote any activity that is unsafe, hazardous or dangerous.
- Bids and Short Films cannot promote any activity that is prohibited by law.
- Bids and Short Films must meet all specifications set forth by the Filmaka in these Rules and on the Challenge Site, including length and format.
- Bids and Short Films cannot be based in whole or in part on the life of any real person.
- Absolutely NO USE of the Ford Fiesta logo or any other TDI intellectual property will be permitted by any Bidder or Producer outside of this Challenge. Filmaka reserves the right in its sole and unfettered discretion to disqualify any Bid or Short Film that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Rules. The decision of the Filmaka on this and all matters pertaining to the Challenge shall be final and binding.

6. GRANT OF RIGHTS: By submitting a Bid and/or a Short Film to the Challenge, you hereby grant to TDI and Filmaka in perpetuity, exclusive ownership of your Bid and Short Film which may be exploited in any manner whatsoever, and assign your Bid, your Short Film, and all ancillary and derivative rights thereto in all media now known or hereafter devised in any and all languages (the "Grant"). No Bids or Short Films will be returned to Bidder or Producer. The Grant also includes the right to change, add to, take from, translate, reformat or reprocess the Bid, Short Film, or any derivative works based thereon in any manner TDI may in its sole discretion determine. To the fullest extent allowable under any applicable law, you hereby irrevocably waive or assign to TDI your

so-called moral rights or droit moral. If under any applicable law the above waiver or assignment of moral rights or droit moral is not effective, your Bid and/or Short Film may not be eligible. Each Bidder hereby acknowledges that his or her Bid and/or Short Film, and all other materials submitted in connection with the Challenge (the "Work") shall be deemed to be a work made for hire for TDI, and that Filmaka and TDI shall be the exclusive owner, IN PERPETUITY, throughout the world, of all right, title and interest in and to said Work, including without limitation, all copyrights in and to the Work, and all renewals and extensions thereof, and that TDI shall have the right to exploit the Work in any manner and media they shall elect throughout the world without restriction without any additional permission or compensation. In the event that for any reason, the Work, or any part thereof is deemed not to be a work made for hire, then Bidder hereby assigns upon receipt of production payment, all rights in and to such Work to TDI and to execute such documents as may be necessary to evidence such assignment. By submitting a Bid to this Challenge, Bidders agree that Filmaka may obtain other Bids that are similar or identical in theme, format or other respects to that submitted by Bidder. Bidders expressly waive any and all claims that they may have against Filmaka or TDI based on any claim that any Bid entered into the Challenge is similar or identical to their Bid. In the event that more than one Bid or Short Film with similar or identical elements is brought to Filmaka's attention, the first such Bid or Short Film received will be accepted. Bidders further agree that neither Filmaka nor TDI shall have any liability to Bidders for any direct, indirect, contributory, vicarious, secondary or other infringement or protection of any copyright in or to Bidder's Bid.

7. TAXES: By US tax law, Filmaka may be required to withhold 30% of all production payments payable to Producers and remit to the U.S. IRS unless the Producers are a U.S. citizen or resident and submits to Filmaka a signed Form W-9 with the Producer's social security number. All production payments are fully taxable to U.S. citizens or residents, and any withheld taxes (if no Form W-9 is submitted) will be available as a credit against such tax liability. Producers who are foreign persons should check with their local tax advisors as to whether the withheld taxes are available as a credit against local taxes.

8. GOVERNING LAW/LIMITATION OF LIABILITY, ETC.: Except where prohibited by law, as a condition of participation in the Challenge each Bidder agrees that: (A) any and all disputes, claims, and causes of action arising out of or connected with this Challenge or any production or prize money awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in the State of Delaware; (B) any and all claims, judgments, and award shall be limited to actual out of pocket costs incurred but in no event attorneys fees; (C) no punitive incidental, special, consequential or other damages, including without limitation, lost profits will be awarded; (D) Bidder hereby waives all rights to claim special damages and all rights to have such damages multiplied or increased; (E) Bidder hereby waives all rights to seek injunctive relief against any party, including without limitation, Filmaka, TDI, or any other Bidder, in connection with the Challenge; and (F) Bidder agrees to hold harmless and indemnify Filmaka and TDI for any claims, losses, damages and expenses, including reasonable attorney's fees and court costs,

incurred by Filmaka and/or TDI and arising from Bidder's participation in the Challenge, including without limitation Bidder's violation of the copyrights, trademarks, or other intellectual property or other rights of any person or entity. All issues, questions and disputes concerning the validity, interpretation and enforceability of these Rules shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed entirely therein. Filmaka reserves the right to conduct background checks on all Bidders. Should it be determined that a Bidder and/or Producer has made a false statement in any document required by Filmaka, Filmaka reserves the right to disqualify the Bidder and/or Producer and to require the return of any payments that may have been awarded. Filmaka is not responsible for technical malfunctions of electronic equipment, computer online systems, servers or providers, computer hardware or software failure, phone lines, failure of any Bid to be received by Filmaka on account of technical problems, traffic congestion on the internet or the website or for any other technical, human or other problems or errors, including telecommunication, miscommunication or failure and failed lost, delayed, incomplete, garbled or misdirected communications or for other errors or malfunctions of any kind whether network, printing, typographical, human or otherwise relating to or in connection with the Challenge. Filmaka reserves the right to modify, suspend, or terminate the Challenge in the event it becomes infected by a computer virus or is otherwise technically impaired and to cancel or suspend the Challenge in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity, or proper play of the Challenge, including without limitation, earthquake, flood, fire, national disaster, act of God, labor controversy, civil disturbance, disruption of public markets, terrorism or other conflict. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE THE CHALLENGE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE THE FILMAKA RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND TO DISQUALIFY SUCH PERSON FROM THE CHALLENGE. Neither Filmaka or TDI is under any obligation to distribute, display, promote, or otherwise use Bids or Short films.

9. SEVERABILITY: If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

10. PRODUCER'S LIST: To obtain the Producer's names send a written request to: Filmaka Inc., 7955 W.3rd Street, Los Angeles, California 90048. Requests must be received by August 1, 2010.

Sponsor:

Filmaka Inc., 7955 W.3rd Street, Los Angeles, California 90048. TDI is not a sponsor of this Challenge.

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EXHIBIT B CONTINUED

Delivery Rules

1. Please make sure to keep your work to three (3) to five (5) minutes in length; your Short Film must be shot in HD.
2. Please make sure to avoid the following in your content: any material that would not be suitable for broadcast on US network television.
3. Please make sure to have everybody who appears recognizably in your Short Film execute a talent release form which can be downloaded from this website. Please note that you must use this talent release form in English for this Challenge for all of your actors and participants etc. No other forms will be accepted.
4. Please make sure to have everyone who participated in the writing of the story or screenplay of your Short Film to execute an Assignment Agreement Form. You can download the appropriate Assignment Agreement Form from this website. Please make sure to use the Assignment Agreement Form in English for this Challenge for all of your actors and participants etc., no other forms will be accepted.
5. Please make sure that you use only self-composed and self-recorded music, or only fully licensed third-party music. The music licenses must cover the publishing and the synch license. You can download the appropriate music release form from this website. Please make sure to use the music release form in English for this Challenge. No other forms will be accepted.
6. Please make sure to keep the master tape/DVD that contains your work professionally stored at all times. At Filmaka, Inc.'s direction, please make sure to deliver your master and any copies/dupes you have made of the master to Filmaka, Inc. at the below address.

Filmaka, Inc.
7955 W. 3rd Street
Los Angeles, CA 90048
USA

7. Please note that your content becomes the exclusive property in perpetuity of Filmaka, Inc. and TDI .