

DRG / FILMAKA "REALITY PROGRAM / GAME SHOW" COMPETITION RULES

1. **COMPETITION OBJECTIVE/DESCRIPTION:** DRG/Filmaka's Game Show/Entertainment Format Competition (the "Competition") will begin on December 18, 2009 at 5:00:00 pm PT and end on February 28, 2010 at 11:59:59 pm PT (the "Competition Period"). The Competition is designed to provide entrants ("Entrants") with an opportunity to be awarded a production assignment to create a Pilot Presentation (as defined below) for a reality program or game show as set forth in Exhibit A below. The up to five (5) Entrants who receive the Competition production assignment (the "Production Assignment") from Filmaka and DRG are herein referred to as "Producers".

The Competition will be conducted in two phases. During Phase One, each Entrant will bid for the Production Assignment by submitting a Pitch (as defined in Rule 4 below). Each Pitch will be evaluated by Filmaka and DRG to determine, in their sole discretion, up to five (5) Production Assignments. During Phase Two, each selected Producer will produce and deliver a 15 minute pilot presentation based on his/her Pitch selected in Phase One (each a "Pilot Presentation"). In the event one or more Entrants are unable to produce a Pilot Presentation, one or more alternates will be awarded the Production Assignment. Alternates will be decided in Filmaka and DRG's sole discretion.

2. **ELIGIBILITY:** The Competition is open to any legal resident of any country in the world who has reached the age of majority in their jurisdiction of residence and who is a registered member of the Filmaka Site at the time of submission of their Pitch.

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 Competition Period, his/her Pitch will be deemed void and such Entrant will no longer be eligible to participate in the Competition.

4. **HOW TO SUBMIT A COMPETITION ENTRY:**

(a) **Phase One: Pitch for Production Assignment**

Phase One begins on December 18, 2009 at 5:00:00 pm PT and ends on January 24, 2010. To pitch for the Production Assignment, create and submit your Pitch (defined below). Once you have registered in accordance with Rule 3 above, visit the Competition Site and follow the onscreen instructions. Entrants will be invited to submit a Pitch for production of a Pilot Presentation based on the Creative Brief available at the Competition Site which is incorporated into the Rules by this reference, which describes the theme of the Competition ("Theme"), and must include a visually enhanced written pitch, 500 words max, and links to your previous work, if any (collectively, a "Pitch"). Pitches may also include optional materials as suggested at the Competition Site, such as storyboards and/or mood boards and a video version of the 500 word description. All written Pitch elements must be provided in English, and must

be typed, and all Pitches must comply with the Submission Requirements in 5 below to be eligible for the Competition. As part of the Pitch 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 and DRG, which are final and binding on all matters relating to this Competition. All Pitches must be received by January 24, 2010 at 11:59 pm PT to be eligible for the Competition, unless specified otherwise by Filmaka and DRG in their sole discretion. Entrants may submit multiple Pitches and are eligible for multiple selections. To submit a Pitch, follow the onscreen instructions at the Competition Site.

(b) Phase Two: Production Assignment

Phase Two begins, February 1 2010 at 00:01 am PT and ends February 28, 2010 at 11:59:59 pm PT unless otherwise specified by Filmaka and DRG in their sole discretion. During Phase Two, each of the up to five (5) Producers selected will be awarded the Production Assignment and receive \$ 2,500 to produce and deliver a Pilot Presentation based on his/her selected Pitch that is no more than 15 minutes in length and that otherwise complies with the [Delivery Rules](#) available at the Competition Site which are incorporated into these Rules by this reference. Further development funding may be awarded at the sole discretion of DRG to Producers. Payments will be made by Filmaka via wire transfer or in the form of a check payable to the Producer. To upload your Pilot Presentation, follow the onscreen instructions at the Competition Site. All Pilot Presentations must be received by February 28, 2010 at 11:59:59 pm PT to be eligible for the Competition. In the event of a dispute regarding the identity of the person submitting a Pitch and/or Pilot Presentation, the Entrant and Producer will be deemed the person who registers at the Competition Site.

If DRG and Filmaka believe a Pilot Presentation has the potential to be the next hit format, they will enter into good faith discussions with the Producer with a view to entering into a separate agreement to further develop the Pilot Presentation, which agreement shall include back-end participation for Producer and Producer's continued involvement in the development of the format on terms to be agreed. The further development may include a commitment to further development from a North American broadcaster.

5. SUBMISSION REQUIREMENTS:

All Pitches and Pilot Presentations must comply with the following requirements:

- All Pitches and Pilot Presentations must be the original work of the Entrant; 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.
- Entrant agrees to indemnify and hold harmless Filmaka and DRG against any and all claims of infringement from any third party for any use by Filmaka and/or DRG of any Pitches and Pilot Presentations submitted by Entrant. Entrants shall be responsible for obtaining, and all Entrants will be required to submit, written releases from any

individual appearing in any Pitches and Pilot Presentations which grant to Entrant the right to use his or her name, likeness and performance in connection with Entrants Pitch and Pilot Presentation in this Competition, and all related uses by Filmaka and DRG, which uses will be determined within Filmaka's and DRG's sole and absolute discretion. In the event that any person appearing in any Pitches or Pilot Presentations 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 Entrant at any time during or after the Competition, and to disqualify any Entrant at any time that is unable to provide such proof to the satisfaction of Filmaka.

- Pitches and Pilot Presentations cannot be submitted if Entrant or third parties who work with Entrant in conjunction with his/her Pitch or Pilot Presentation 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 Competition, or from transferring all intellectual property rights to Filmaka or DRG, or otherwise allowing Filmaka or DRG to own and exploit, the Pitches and Pilot Presentations worldwide in all media in perpetuity.
- Pitches and Pilot Presentations 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.
- Pitches and Pilot Presentations cannot contain any content that is otherwise lewd, offensive, inappropriate, or obscene.
- Pitches and Pilot Presentations cannot contain any content that is derogatory, profane, defamatory, libelous, slanderous or disparaging.
- Pitches and Pilot Presentations cannot contain any content that is false, deceptive, misleading or otherwise not in compliance with applicable laws.
- Pitches and Pilot Presentations cannot contain or promote the products or services of any company or entity, with the exception of DRG, or contain any trademarks, logos or trade dress or promote any brand or product or any kind.
- Pitches and Pilot Presentations cannot communicate messages or images inconsistent with the good will and positive images which Filmaka and DRG desire to promote.
- Pitches and Pilot Presentations must be based on the Theme designated under these Rules.
- Pitches and Pilot Presentations must not contain any content that would be inappropriate for broadcasting on network television, as determined by Filmaka and DRG in their sole discretion.
- Pitches and Pilot Presentations cannot promote any activity that is unsafe, hazardous or dangerous.
- Pitches and Pilot Presentations cannot promote any activity that is prohibited by law.
- Pitches and Pilot Presentations must meet all specifications set forth by the Filmaka in these Rules and on the Competition Site, including length and format.
- Pitches and Pilot Presentations cannot be based in whole or in part on the life of any real person.
- Absolutely NO USE of the Filmaka or DRG logos or any other intellectual property will be permitted by any Entrant or Producer outside of this Competition.

Filmaka and DRG reserve the right in its sole and unfettered discretion to disqualify any Pitch or Pilot Presentation 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 Filmaka and DRG on this and all matters pertaining to the Competition shall be final and binding.

6. GRANT OF RIGHTS: By submitting a Pitch and/or a Pilot Presentation to the Competition, you hereby grant to DRG and Filmaka in perpetuity, exclusive ownership of your Pitch and Pilot Presentation which may be exploited in any manner whatsoever, and assign your Pitch your Pilot Presentation, and all ancillary and derivative rights thereto in all media now known or hereafter devised in any and all languages (the "Grant"). No Pitches or Pilot Presentations will be returned to Entrant or Producer. The Grant also includes the right to change, add to, take from, translate, reformat or reprocess the Pitch, Pilot Presentation, or any derivative works based thereon in any manner Filmaka and DRG may in their sole discretion determine. To the fullest extent allowable under any applicable law, you hereby irrevocably waive or assign to Filmaka and DRG 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 Pitch and/or Pilot Presentation may not be eligible. Each Entrant hereby acknowledges that his or her Pitch and/or Pilot Presentation, and all other materials submitted in connection with the Competition (the "Work") shall be deemed to be a work made for hire for DRG and Filmaka, and that Filmaka and DRG 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 Filmaka and DRG 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 Entrant hereby assigns upon receipt of production payment, all rights in and to such Work to DRG and Filmaka and to execute such documents as may be necessary to evidence such assignment. By submitting a Pitch to this Competition, Entrants agree that Filmaka and DRG may obtain other Pitches that are similar or identical in theme, format or other respects to that submitted by Entrant. Entrants expressly waive any and all claims that they may have against Filmaka or DRG based on any claim that any Pitch entered into the Competition is similar or identical to their Pitch. In the event that more than one Pitch or Pilot Presentation with similar or identical elements is brought to Filmaka's or DRG's attention, the first such Pitch or Pilot Presentation received will be accepted. Entrants further agree that neither Filmaka nor DRG shall have any liability to Entrants for any direct, indirect, contributory, vicarious, secondary or other infringement or protection of any copyright in or to Entrant's Pitch.

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 Competition each Entrant agrees that: (A) any and all disputes, claims, and causes of action arising out of or connected with this Competition or any production 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 California; (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) Entrant hereby waives all rights to claim special damages and all rights to have such damages multiplied or increased; (E) Entrant hereby waives all rights to seek injunctive relief against any party, including without limitation, Filmaka, DRG, or any other Entrant, in connection with the Competition; and (F) Entrant agrees to hold harmless and indemnify Filmaka and DRG for any claims, losses, damages and expenses, including reasonable attorney's fees and court costs, incurred by Filmaka and/or DRG and arising from Entrant's participation in the Competition, including without limitation Entrant'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 California applicable to contracts made and performed entirely therein. Filmaka reserves the right to conduct background checks on all Entrants. Should it be determined that a Entrant and/or Producer has made a false statement in any document required by Filmaka, Filmaka reserves the right to disqualify the Entrant 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 Pitch 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 Competition. Filmaka reserves the right to modify, suspend, or terminate the Competition in the event it becomes infected by a computer virus or is otherwise technically impaired and to cancel or suspend the Competition in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity, or proper play of the Competition, 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 COMPETITION SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, 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 COMPETITION. Neither Filmaka nor DRG is under any obligation to distribute, display, promote, or otherwise use Pitches or Pilot Presentations.

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 May 1, 2010.

Sponsors:

Filmaka Inc., 7955 W.3rd Street, Los Angeles, California 90048 and DRG (insert address here).

EXHIBIT A Creative Brief

Digital Rights Group (DRG), a leading distributor of content in the UK, has signed a development deal for the television comedy series *Blowout* with Filmaka members Michael Kinney and Max Herholz. They were discovered through Filmaka's *Hard Times* competition, which DRG sponsored. Now, fresh from that success, DRG is pleased to offer another opportunity for Filmaka members to have their ideas heard. They are partnering with Canadian Broadcasting Company (CBC), Canada's national public broadcaster. This time, the competition is . . . to invent a competition.

Send us a pitch for a reality or game show you think might be the next international craze - the next *Deal or No Deal*, *Dancing With the Stars*, or *The Weakest Link*. We'll fund up to five of them to be turned into pilots, and those pilots will be considered by professional television development executives. If they think you've got what it takes, they may approach you about further development. If not, you'll all be voted off the island.

The Obstacle Course

In the first round, we're looking for visually enhanced written pitches. These need to be short and punchy (500 words max) and can be in any format (Word, PDF, PowerPoint, Storyboards, etc). If you want to make your pitch by video, that's fine but we still want to see your idea on paper. You won't be disqualified if you don't submit a video at this stage but you do need to make your pitch visual. Your pitch needs to outline the basic concept and structure of your reality/game show idea, how players/contestants enter and progress through the show and how a winner is selected. The competition needs to be progressively challenging and each level needs to be linked and consistent with the overall concept of the show. We need to see how the final round works and what you think the prize should be.

DRG and CBC are open-minded about the type of show they're looking for. It could be a classic studio based game show (like *Who Wants To Be A Millionaire* or *Deal or No Deal*), it could be a primetime entertainment format (*Dancing With the Stars*), it could be a show which challenges contestants physically or puts them into extreme situations (*American Gladiators*, *Fear Factor*) or it could be a reality/game show hybrid (*Survivor*, *Temptation Island*). But whatever it is, your idea must be new and unique!

Delivery Rules

1. Please make sure to keep your Pilot Presentation to 15 minutes in length
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 Pilot Presentation executes a talent release form which can be downloaded by clicking on this link. Please note that you must use this talent release form in English for this Competition 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 screenplays of your Pilot Presentation 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 Competition 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 Competition. 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 DRG.