

Terms and conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ENTERING A COMPETITION AND SUBMITTING YOUR SCRIPT OR SHORT FOR CONSIDERATION, YOU ARE GRANTING RIGHTS IN YOUR SCRIPT OR SHORT TO FILMAKA INC. AS STATED IN THESE TERMS AND CONDITIONS.

1. **Definitions**. Capitalized words used herein have the following meanings:

a. “Acceptance” means the Company's acceptance of a Script or Short meeting the requirements of Paragraph 2.

b. “Company” means Filmaka, Inc.

c. “Competition” means the SAB Miller “Because Life is What You Pour Into It” Competition described on Company's website.

d. “Delivery Rules” means the Delivery Rules available on the Company's website.

e. “License Period” means a period of time commencing with the date a Script is uploaded and ending with the date which is three (3) months after the final date for submission of Scripts for the Competition.

f. “Member(s)” means an individual who has validly joined the membership of Company as determined by Company in its sole discretion.

g. “Option” means the option set forth in Paragraph 3.b.

h. “Option Period” means the period of time set forth in Paragraph 3b.

i. “Rights” has the meaning set forth in Paragraph 3.

j. “Script” means a document in PDF format submitted to the Company which consists of written material for a short film of one (1) to three (3) minutes in length, based on the theme described on the Company's website for the Competition.

k. “Short” means a short film (between one (1) minute and three (3) minutes in length).

l. “Terms and Conditions” means these terms and conditions.

2. **Submission Requirements**. In order to validly submit a Script or Short for the Competition, it must meet all of the following conditions for Acceptance, as determined by the Company in its sole and absolute discretion:

a. You must be of legal age (i) to consume alcoholic beverages and (ii) to enter into legally binding agreements in the jurisdiction in which you live

- b. You must be a Member.
- c. A Script must be based on the theme designated by the Company for the Competition on the Company's website.
- d. A Script and any Short based thereon must not contain any content that would be rated more restrictively than "R".
- e. A Short must be between one (1) and three (3) minutes in length.
- f. You must upload your Script or Short, if any, in a timely manner.
- g. You must submit your correct email address.
- h. You must accept these Terms and Conditions.
- i. You must enter a valid electronic signature.
- j. You must meet the Delivery Rules which are deemed to be a part of these Terms and Conditions and are incorporated herein by reference.
- k. You must provide appropriate banking documentation, as determined by the Company in its sole discretion.

3. Grant of Rights.

By uploading a Script for the Competition, you hereby grant to Company the following rights (the "Rights"):

- a. an exclusive license for the License Period of all rights in the Script and any Short based thereon and all underlying material thereto, including, without limitation, the exclusive, worldwide right to exploit, sublicense, and assign the Script or Short and all ancillary and derivative rights thereto in all media now known or hereafter devised in any and all languages (the "Exclusive Rights");
- b. a three-month option (the "Option") commencing with the date which is the final date for submission of Scripts for the Competition (the "Option Period") to acquire the Exclusive Rights, including without limitation all rights protected under Section 106 of the Copyright Act, to such Script and any Short based thereon. If your Script is selected as a Semi-finalist, as hereinafter defined, during the Option Period, the Option shall be deemed to have been timely exercised by the Company and you will have granted to the Company complete ownership of, and the Exclusive Rights in, your Script and any Short based thereon in all media, throughout the world, in perpetuity.
- c. the right in perpetuity to use your name, address, voice, statements, biography, photograph, image and other likenesses without any further consideration, in any medium, including, without

limitation, in still photos, film, video, television, radio and the internet, and in any publicity carried out by Company or any of its related entities, insurers, promotions companies and service providers, unless prohibited by law.

d. during the License Period and in perpetuity if the Option is deemed exercised, the right to change, add to, take from, translate, reformat or reprocess the Script or Short in any manner Company may in its sole discretion determine. To the fullest extent allowable under any applicable law, you hereby irrevocably waive or assign to Company 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, you agree to exercise such rights reasonably and in a way that will not have a material adverse effect upon any other individual or upon Company’s exploitation of the Script or Short.

e. an option, exercisable in Company’s sole discretion, to manage you pursuant to the terms of the Company’s standard management agreement if you are selected as a Semi-finalist, as hereinafter defined. The terms of the Company’s management agreement are available at the Company’s website, www.filmaka.com.

4. **Competition**. From those Scripts which are validly submitted and accepted by Company, SAB Miller will select fifteen (15) Scripts (the “Semi-finalists”), and, subject to Paragraph 6.b. of these Terms and Conditions, Company will pay the sum of One Thousand Five Hundred Dollars (\$1,500.00) to the Member (s) submitting each such Script, such sum to be used by the Member(s) to produce a Short based upon such Script. From those Shorts which are validly submitted and accepted by Company, SAB Miller will select a minimum of five (5) Shorts (the “Winner(s)”). Subject to Paragraph 6.b. of these Terms and Conditions, Company will award the sum of Five Thousand Dollars (\$5,000.00) to a Member(s) submitting a Winner. All decisions of SAB Miller and/or Company will be final.

5. **Consequence of Invalid Submission**. If a submission of a Script or Short is invalid for any reason, Company will have the right, in its sole discretion, to implement one or more of any of the following sanctions: (a) to reject the Script or Short or to rescind Company's Acceptance of the Script or Short; (b) to refrain from making or to rescind the payment of any money; and (c) to terminate the Member's status as a Member.

6. **Competition Restrictions**.

a. You must be of legal age (i) to consume alcoholic beverages and (ii) to enter into legally binding agreements in the jurisdiction in which you live.

b. Company reserves the right to cancel the Competition in the event that Company determines, in its sole discretion, that there are an insufficient number of entries submitted for the Competition.

c. With respect to a Semi-finalist or Winner, no money will be awarded without submission of a technically acceptable master and appropriate tax and banking documentation, both as determined by Company in its sole discretion.

7. **Notification**. Members will be notified by email. In the event that a Member does not respond to such notification within five (5) days, a disqualification and forfeiture may result.

8. **Semi-finalists**. If your Script is selected as a Semi-finalist, you agree to direct and produce a Short based on your Script and to deliver the Short to Company in accordance with Company's direction.

9. **Your Representations and Warranties**. You represent and warrant that (i) you are of legal age to consume alcoholic beverages and to enter into legally binding agreements in the jurisdiction in which you live; (ii) your Script and any Short based thereon are wholly original with you; (iii) you have the full right and authority to grant the Rights as set forth herein; (iv) Company's exploitation of the Rights will not violate or infringe any rights of any persons and (v) you are under no obligation or disability, created by law or otherwise, which would in any manner or to any extent prevent or restrict you from entering into and freely performing your obligations under this agreement.

10. **Indemnity**. You hereby indemnify and hold Company, including but not limited to its employees, directors and assigns, harmless with respect to any loss, cost, or expense (including attorneys' fees), due to any claim by you or any other parties relating to the Rights or the exploitation thereof.

11. **No Downloading or Copying**. You agree not to download or copy any Scripts or Shorts, and you will indemnify the Company for any loss, cost or expense (including attorneys' fees) if you breach this provision.

12. **Notices**. All notices shall be in writing and shall be delivered by e-mail to each party's last known email address.

13. **Entire Agreement**. These Terms and Conditions and the other items referred to herein represent the complete agreement of the parties relating to the subject matter hereof.

14. **Amendment**. The Company reserves the right to amend these Terms and Conditions at any time by posting notice thereof on its website.

15. **Governing Law**. These Terms and Conditions are governed by the laws of California (i.e., without regard to its conflict of law principles). The exclusive location for any litigation relating to these Terms and Conditions shall be the courts located in Los Angeles, California and you expressly consent to the jurisdiction of such courts.

16. **Taxes.** By law, the Company is required to withhold 30% of all prize and award money and remit it to the U.S. IRS unless the Member is a U.S. citizen or resident and submits to the Company a signed Form W-9 with the Member's social security number. All prize and award money is 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. Foreign persons should check their local tax advisors as to whether the withheld taxes are available as a credit against local taxes.

17. **Disclaimer.** It is possible that a Script or Short or material based thereon posted to Company's website may be downloaded or copied by third parties without permission, and you waive any claim against Company for such actions. Company is not responsible for telecommunications, network, electronic, technical or computer failures of any kind or for lost, stolen, misdirected, mutilated, damaged, garbled, delayed, misdirected, incorrectly addressed, undeliverable, destroyed, late, incomplete or illegible entries, including: any hardware or software failures of any kind; lost or unavailable network connections; failed, incomplete or garbled computer, telephone or satellite transmissions; incorrect, inaccurate transcription or loss of entry information; typographical or system errors; any viruses transmitted to computers of participants via the internet; problems or technical malfunctions of any telephone network or lines, computer online systems, servers, providers or computer equipment; or technical problems or traffic congestion on the internet or any combination thereof; or for any technical or human errors associated with the Competition. Entries not in compliance with these Terms and Conditions will be disqualified. Company shall have the sole and absolute discretion to determine if an entry is in compliance with these Terms and Conditions. Company is not responsible for typographical or other errors in the offering or administration of this Competition, including but not limited to errors in advertising, the selection and announcement of Semi-finalists and Winners, or the distribution of any award. Company shall not be responsible for any injury or damage to a participant's or any other person's computer related to or resulting from participating in the Competition, or downloading any material for the Competition which may limit a participant's ability to participate. Company may disqualify anyone from participating in the Competition or winning a prize, if in its sole discretion it determines that person is attempting to undermine the legitimate operation of the Competition by cheating, hacking, deception, or other unfair practices or intending to annoy, abuse, threaten or harass any other participants or Company's representatives. Company reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition at any time should virus, bugs, unauthorized human intervention, or other causes beyond the control of the Company corrupt or adversely affect the administration, security, fairness, integrity or proper operation of the Competition. CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE THE www.filmaka.com WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, COMPANY RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES)

FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Company shall have the sole right to disqualify any participant for violation of these Terms and Conditions or any applicable laws relating to the Competition, or tampering with any element of this Competition, and to resolve all disputes in its sole discretion. The terms of this Competition, as set forth in these rules, are not subject to amendment or counter-offer, except as set forth herein. In no event shall Company, its parents, partners, and affiliated companies, their respective agents, employees, directors, officers and legal advisors and any other companies or entities participating in the design, administration or fulfillment of this Competition, be liable for personal injuries, damages, expenses or costs or losses of any kind resulting from participation or inability to participate in this Competition or acceptance of or use or inability to use a prize or parts thereof, including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty, or other theory.

18. **Further Actions.** You agree to execute any and all documents and take any other actions reasonably required to effectuate the purposes of these Terms and Conditions, including but not limited to the execution of an agreement to direct and produce a Short based upon your Script in the event that your Script is selected as a Semi-finalist. You appoint Company attorney-in-fact for such purposes (it being acknowledged that such appointment is irrevocable and coupled with an interest) with full power of substitution and delegation if you fail to do so within five (5) business days of Company's written request.

19. **Disqualification.** THIS COMPETITION IS VOID WHERE PROHIBITED BY LAW. Persons included in either of the following categories are not eligible to participate: (a) persons who are employees or agents of Company or its parent companies, affiliates, subsidiaries, advertising or promotion agencies, and its immediate families (spouse, parents, children and siblings and their respective spouses) and individuals living in the same household of such persons; and (b) persons who are engaged in the development of, production of, distribution of materials, or selection of participants and/or the Semi-finalists or Winners for this Competition.

20. **Execution.** By clicking the appropriate "I Accept" button below, you are "signing" these Terms and Conditions for all purposes under applicable law, including the United States Copyright Act and the Electronic Signatures and Global and National Commerce Acts.