

NYC Midnight Movie Making Madness 2004

(herein, the "Competition", or the "Contest")

"<http://www.nycmidnight.com>" (the "Contest Website")

The names "NYC Midnight Movie Making Madness", "Midnight Movie Making Madness", "Movie Making Madness", "NYC Midnight"; the acronyms "NYCMMMM" and "MMMM"; the tag lines "A new take on filmmaking" and "Can you make a movie in 24 hours?"; and the Internet website uniform resource locator (URL) www.nycmidnight.com, are all United States and international trademarks solely owned by NYC Midnight Movie Making Madness, LLC. No use of these trademarks, or any of them, is permitted, absent the express prior written permission of a Managing Member of the LLC on a case-by-case basis.

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"Official 1st Round Film Rules"

(2004 Official Short Film Competition Rules & Participation Agreement – 1st Round)

Sign & Mail to:	NYC Midnight Movie Making Madness, LLC 2004 Short Film Competition P.O. Box 1336 New York, NY 10113 USA
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This "2004 Official Short Film Competition Rules & Participation Agreement – 1st Round" ("1st Round Film Agreement"), comprised of these "Official 1st Round Film Rules" of the Short Film Contest as set forth herein and as will be further supplemented by the within-defined LLC prior to the Final Round of this Short Film Contest, is made and entered into by and between each of the below-listed individuals who collectively comprise and represent the "Team" known as:

_____ (legibly fill in the full and correct Team name here)

(sometimes hereinafter collectively referred to as "Entrant"), on the one hand; and NYC Midnight Movie Making Madness, LLC (herein, the "LLC"), on the other hand. This 1st Round Film Agreement and these Official 1st Round Film Rules relate to Entrant's intended involvement in the 1st Round of the "NYC Midnight Movie Making Madness 2004 Film Competition", and the intended creation by Entrant of a short movie as within-described, as part of that 1st Round Film Competition, pursuant to the provisions set forth herein. Entrant and the LLC are hereinafter referred to as the "Parties". The Parties hereby further agree as follows:

1. All Contestants Bound By These Rules - Entrant hereby agrees to take part in the 1st Round of this Short Film Contest as part of "NYC Midnight Movie Making Madness 2004", which will be conducted by the LLC and is currently scheduled to take place between 7/31/04 and 8/14/04. These Official 1st Round Film Rules apply to the "NYC Midnight Movie Making Madness Short Film Competition 2004"; to each and every participating team ("Team[s]") of filmmakers, actors, crew members, and all other players in and contributors to (collectively, "Contributor[s]", "Contestant[s]", "Entrant[s]", or "Team Member[s]") any film or other piece entered into this Short Film Contest ("Film", "Entered Film", or "Entry(ies)"); and these Official 1st Round Film Rules also apply to each and every such Contributor individually.

2. Rules and Communications - Any Contributor or Team that enters a film in this Short Film Contest or otherwise communicates with NYC Midnight Movie Making Madness, LLC (the "LLC") regarding this Short Film Contest, shall be deemed to have carefully read, reviewed, and specifically agreed to all of the text of these Official 1st Round Film Rules; and also to any prior, other, and further writings including without limitation future rules and postings relating to the Final Round of this Short Film Contest (collectively, "Communications") which the LLC may in the past, present, or future issue, distribute, post, or otherwise make available (collectively, "Communicate") to prospective Short Film Contest Entrants by e-mail, by mail, by hand, by fax, via Internet posting, and/or otherwise in any other manner. E-mail alone shall suffice so as to constitute notice from the LLC to any Entrant and to any Team, if and in the event that such method is elected for notice purposes by the LLC for any specific Communication. Notwithstanding the foregoing, the LLC does not and shall not solicit any Entries by the mail or by other electronic means; and rather, relies upon word-of-

mouth within the film community so as to foster further recognition of the Short Film Contest and a resulting adequacy of the number of quality Entries.

3. Entry Documents & Film Entry Fee - The signed and fully-executed “2004 Official Short Film Competition Rules & Participation Agreement – 1st Round” designated on Page 1 hereinabove, and all other related required paperwork, hereinafter referred to as “1st Round Entry Documents”, must be **received** in the LLC’s P.O. Box designated on Page 1 hereinabove by 7/29/04, in order for the corresponding entrants to be allowed by the LLC to participate in the 2004 (or any other) Short Film Contest. Late submissions will not be “carried over” to next year’s Contest. The Film Entry Fee is US\$75 for entries received by the LLC prior to 7/3/04, and US\$100 for entries received by the LLC from 7/3/04 through 7/29/04. The Film Entry Fee may be paid online at www.nycmidnight.com, or else included when mailing in the 1st Round Film Entry Documents to the LLC, in the form of a check or money order. Any check or money order for the Film Entry Fee must be made payable to “NYC Midnight Movie Making Madness, LLC”. Once the 1st Round Film Entry Documents and Film Entry Fee are received in full and in proper order by the LLC, a confirmation e-mail will be sent to the one (1) Team Representative identified in the 1st Round Film Entry Documents, to the e-mail address identified in the 1st Round Film Entry Documents, confirming the corresponding Team’s registration in the Competition. **(Please note: the screenplay competition also run by the LLC has its own requirements and its own entry fee. Film entry materials will NOT be applied to screenplay competition requirements; and screenplay entry materials will NOT be applied to Film Competition requirements; under any circumstances!)**

4. Exercise of Skill - This Short Film Contest, including its 1st Round activities, requires an exercise of skill, only, and is NOT a game of chance in any respect whatsoever. The manner of division of any prize monies amongst Team Members shall also be a result of each Team Member’s exercise of skill - that skill being any such Entrant’s selection of, and choice of affiliation with, a Team small enough in terms of its number of persons, such that the division of any prize monies won by such Team (if any) and distribution thereof to Team Members shall be a meaningful reward for said of exercise of skill. There is no minimum size of Team in terms of number of Team Members. While the LLC may believe such is unlikely to occur, a Team may in theory be comprised of as little as one (1) and only one (1) individual.

5. Film Heats - Each properly-registered Team will be placed into a “Film Heat” which will include a number of other Teams against whom the so-placed Team will initially compete. There will be approximately 10 teams per heat. (ex. If 100 teams enter the Competition, then there will be a total of 10 individual Film Heats.) The minimum number of heats will be 8 and the maximum number of heats will be 24, as determined by the LLC in its sole discretion. Each Film Heat will be assigned a “Subject” and “Genre” (“Film Subject And Genre Announcement”) chosen by NYC Midnight Movie Making Madness, LLC. No Team or Entrant shall gain any advantage based upon the Film Heat, Subject, or Genre to which they are assigned. Each of the Entrants has, at the outset, an equal chance of winning their Film Heat, subject to the requisite exercise of skill cited hereinabove. All other individuals and Teams who have entered the 2004 NYC Midnight Movie Making Madness Film Competition, and who are not selected as “Film Heat Winners” at the end of the 1st Round, shall be considered to have lost the 2004 Short Film Contest, and shall have no right to seek to recover any Entry Fee or other consideration they may have already paid or otherwise incurred. The maximum cost to each Short Film Contest participant (“Participant”) shall be the Film Entry Fee paid by the Participant (not including any costs of production of any film which such participant may bear), minus the Participant’s share of the Grand Prize and/or Subsidy as may be applicable. By virtue of the foregoing, each Entrant is therefore in full control of whether or not he/she is on a Team which wins the Grand Prize; and if so, what portion of the Grand Prize he/she may be awarded.

6. Subject & Genre Announcement - All Film Heats and their corresponding Film Subject And Genre Announcements will be posted on www.nycmidnight.com, at approximately 11:59 PM (NYC Time) on 7/31/04. By way of illustration only, some past examples of Film Subject And Genre Announcements have been as follows: *Subject*: “Competing Lemonade Stands”; *Genre*: “Comedy”; or *Subject*: “A Modern-Day Cowboy Is Challenged To A Duel”; *Genre*: “Western”. (In the current Year 2004 Short Film Contest, however, Subjects shall be different than the above-stated examples. Please do **NOT** use the above or other now-outdated examples when making your movie, as the LLC bears no responsibility for any such mishaps!!!) The list of possible Genres for the Film 1st Round is below:

Genres

Action/Adventure	Western	Slasher	Silent Movie	Film Noir
Comedy	Sci-Fi	Slapstick	Suspense	Mystery
Drama	Romantic Comedy	Mockumentary	Political Satire	Fairy Tale
Musical	Horror	Crime Caper	Samurai / Kung Fu (Martial Arts)	Thriller

Warning! Do NOT adopt any of the above Genres unless and until assigned to it by the LLC!

7. Subject & Genre Compliance - In order for a Team to qualify as a potential "Film Heat Winner" of the 2004 NYC Midnight Movie Making Madness Film Competition, each Team's Entered 1st Round Film must be within the assigned Genre, and the plot must revolve around the assigned Subject. All decisions as to compliance with the Film Subject And Genre Announcement are within the sole discretion of the LLC; and any such decisions by the LLC are final, conclusive, and binding upon all Teams and Entrants.

8. 1st Round Movie Submission Deadline – Note!: The mailing address for 1st Round Film submissions is NOT the address on page 1 or page 6 hereof! Rather, the mailing address for 1st Round Film submissions ("Submission Address") will be posted on www.nycmidnight.com, at the time of the Film Subject And Genre Announcement. The completed 1st Round Film must be mailed to the Submission Address by 11:59PM (NYC Time) on 8/14/04, and must also bear a postmark no later than 8/14/04. All Entries and other materials mailed in packages that are either: (A) postmarked later than 8/14/04; or (B) are not received by the LLC by 8/19/04; or (C) both; will not be reviewed and will be ineligible for the 2004 Competition and any other future NYC MMM Competitions. ***So, make sure to postmark and mail out your movie on or before 8/14/04, and make sure it will get to the LLC in NYC on or before 8/19/04!!!***

9. Production Work & Creative Development - All "Production Work" and "Creative Development" must take place within the window of time between: (A) the date and time of the Film Subject And Genre Announcement on 7/31/04; and (B) the 1st Round Movie Submission Deadline of 11:59PM (NYC Time) on 8/14/04 (hereafter, the "1st Round Movie Window"). "Production Work" and "Creative Development" includes, but is not limited to, writing and/or improvising the script or screenplay, rehearsing, shooting, editing, animation, special effects, music and music design, sound, artwork, and titles and credits. All Film Heat Winners will need to re-certify, in a signed writing, full compliance with this rule. All decisions as to compliance with the 1st Round Movie Window are within the sole discretion of the LLC; and any such decisions by the LLC are final, conclusive, and binding upon all Teams and Entrants.

10. Preparations - The ONLY work that may take place in connection with the Short Film Contest prior to the date and time of the Film Subject And Genre Announcement is the following: (A) the organizing of cast members and crew members; (B) the securing of equipment; (C) the scouting and securing of locations; (D) costume and set design; and (E) preparation, execution, and submission of required documents to NYC Midnight Movie Making Madness, LLC.

11. Music Design and Further Documents – All music and music design of a 1st Round Film must be created and carried out only within the 1st Round Movie Window and not at any other time. NYC Midnight Movie Making Madness, LLC, reserves the right to require each Team and Team Member and any third-party to sign, properly execute, and deliver to the LLC such additional and further documentation as the LLC may deem appropriate with respect to any music rights or issues, or any other matter relating to the Film Competition.

12. Maximum Length - The finished 1st Round Film, including credits, must be a MAXIMUM of 10 minutes in duration (when played at its normal speed as determined by NYC Midnight Movie Making Madness, LLC in its sole discretion). There is no minimum length for the 1st Round Film.

13. Movie Format Requirement - The finished 1st Round Film must be submitted on VHS (NTSC or PAL), only. The movies must be clearly labeled with the following: (A) Team Name; (B) Film Heat Number, and Competition year ("2004"); and (C) Title of the Movie. *You may include backup formats in DVD or mini-DV, but all must be accompanied by a VHS copy in any event.*

14. Credits - The credits for any 1st Round Film created as part of, and delivered to, NYC Midnight Movie Making Madness, LLC, must include the text "Created for NYC Midnight Movie Making Madness 2004." This textual credit must be as prominent as any other production credit used in connection with the 1st Round Film; must be retained in connection with ALL future screenings and other exploitation and use of the subject movie, commercial or otherwise, regardless of time, territory, or medium; and must be used and retained on ALL paid or other advertising in connection with the film. Failure of any individual or entity to so maintain this textual credit shall result in the LLC taking all appropriate action which it deems necessary to protect its contractual right to this credit; including without limitation: (A) revocation of any prize; and (B) the initiation of legal proceedings with respect to breach of contract.

15. Union-Related Productions in the Final Round – **This rule is only applicable for teams that make it to the Final Round and is for all Entrants to read, and understand, before entering this Short Film Contest.** All Final Round Entries must be NON-union productions. The LLC will not knowingly accept or knowingly consider ANY Final Round Film Entries which include, for example, any SAG-member or AFTRA-member acting performances, any DGA-

director directing work, any WGA-member writing services, or any other union-member's contribution. The LLC is not, and has no current intention of becoming, a signatory to any collective bargaining agreement with any guild or union. Accordingly, it is the strict responsibility of each Final Round Team to ensure that, in connection with this Short Film Contest, no SAG actors are used, no DGA directors are used, no WGA writers are used, and no other union members are used. Each Team Member must certify same to the LLC in writing by signing and returning the Official Final Round Rules to the LLC. Any Final Round Film discovered by the LLC to be in violation of this provision of the Official Final Round Rules, or any other film for which the LLC believes in its discretion that a union or union-related objection is valid, shall be disqualified by the LLC at the discretion of the LLC.

16. Disqualifications - The LLC reserves the right to disqualify any Team, Contributor, Entrant, or Entered Film that does not comply with these Official 1st Round Film Rules and other Film Contest requirements from time to time Communicated by the LLC.

17. Judges - The 1st Round Judges for the competition shall be 5 individuals with experience in the motion picture industry, such that they are qualified to select winning films, as determined by NYC Midnight Movie Making Madness, LLC in its sole discretion. No one will be allowed to be a Judge if he/she has any demonstrable bias or conflict of interest with respect to any of the Short Film Contest Entrants, as determined by the LLC in its sole discretion. Entrants shall disclose in writing to the LLC any such bias or conflict of interest of which they are or become aware, or which they believe may have a direct or even indirect effect on the Short Film Contest results; and any Entrant failure to do so may result in disqualification of the Entrant, his/her Team, and/or the Team's Entry. An updated list of judges will be posted on www.nycmidnight.com, soon as available.

18. Judging Criteria & Decision of the Judges - The fixed standards and criteria used by each of the 1st Round Judges shall be instructed in writing by the LLC to the Judges, and shall be as follows:

30%	Story (Writing, Originality, Character, and Plot Development);
25%	How The Story Is Told (Directing, Editing, and Cinematography);
25%	Production Value (Effects, Technical Ability Including Sound and Lighting, and Music Design); and
20%	Acting.

The same Judges may be used for several Film Heats, but not for each and every Film Heat. The LLC reserves the right to vary the Judges on a Film Heat-by-Film Heat basis. Each Judge shall total all scores for each 1st Round Film and then share his/her rulings with the other Judges. Each of the Judges shall meet and confer, share their respective rulings with each other, and thereafter advise the LLC in writing of: (A) The "Film Heat Winner" for each heat; (B) The 1st Runner-Up of the Heat; (C) The 2nd Runner-Up of the Heat; (D) The 3rd Runner-Up of the Heat; and (E) The 4th Runner-Up of the Heat. Runners-Up shall not be entitled to Subsidies or any prize other than nominal recognition and identification as "Runners-Up". Unanimity of the Judges' decision is not required - only a simple majority. The Judges will be specifically instructed that "ties" between any Entrants shall not be allowed, and the Judges shall not be discharged from their function until the 5 Teams identified in (A) through (E) above are chosen and informed to the LLC. Please note that the LLC will be unable to provide individual feedback and/or reviews of submitted 1st Round Films or other materials. All Entrants are prohibited from contacting any of the Judges regarding their submissions or the Competition generally. Any such contact will be grounds for automatic disqualification and forfeiture of Entry Fees and any other monies or consideration expended.

19. 1st Round Winners Announcement - The "Film Heat Winner" Teams shall be identified as "Film Finalists". The Team names of all Film Finalists shall be "announced" by the LLC on or about September 12, 2004, by the posting of such Team names on the Contest Website as the "Film Finalist Teams - Winners List", and by such additional and/or alternate methods of announcement as the LLC may deem necessary or appropriate under the circumstances. It is each Team's and each Team Member's responsibility to check and continue to check the Contest Website at the appropriate date and time so as to learn whether it/he/she is included within the "Film Finalist Teams - Winners List". Note: Inclusion in the "Film Finalist Teams - Winners List" does not guarantee or entitle any Team or Team Member to any prize or other remuneration, apart from the appropriate portion and share of the Subsidy as referenced hereinbelow. The Subsidy is paid per Team, and not per Team Member!

20. Acceptance of Film Finalist Status Required – Once and after the "Film Finalist Teams - Winners List" is posted and announced, ALL Team Members, through their Team Representative, affiliated with any Film Finalist Team MUST: (A) confirm in a single writing to the LLC their intention to participate in the Final Round ("Participation Confirmation"); AND (B) submit a signed, properly-executed original of the "Final Round Official Rules" as in the form then prescribed by the LLC; in each case so as to be RECEIVED by the LLC by 11:59 PM New York time on Friday

night, October 1, 2004 (hereafter, the "Final Round Entry Deadline"). The LLC reserves the right, in its sole discretion, to award any Team's spot in the Final Round to an alternate team, in the event that any Participation Confirmation OR any Final Round Participation Agreement is not timely received by the LLC in full and in proper form by the Final Round Entry Deadline. Accordingly, it is the strict and sole responsibility of every Team, Team Member, Entrant, and Contributor to carefully prepare, submit, and ensure the LLC's timely receipt of all required documents; and the failure of any Team, Team Member, Entrant, or Contributor to do so will result in forfeiture of the entire Team's standing as Entrant, and of any and all Entry Fees submitted and other consideration expended by the Team or any Team Member.

21. 1st Round Prizes & Taxes - All teams chosen to participate in the Final Round and compete for the Grand Prize of Ten Thousand Dollars (US\$10,000) that comply with Rule 20 hereinabove will receive a Subsidy check for One Thousand Dollars (US\$1,000), issued to the address filled in by the Team hereinbelow, upon the LLC's receipt of the signed "Participation Confirmation", "Final Round Participation Agreement", and "Final Round Official Rules" in proper order, corresponding to each Team Member. Entrant hereby acknowledges that participation in the Final Round of the 2004 NYC Midnight Movie Making Madness Filmmaking Competition is without remuneration or compensation of any sort. The sole exception to this rule shall be the within-mentioned Subsidies and the award to the sole Film Grand Prize Winner. Taxes on the Subsidy, Grand Prize, and any other consideration awarded in the Short Film Contest, if any, are the sole responsibility of the winner or winners, and the LLC shall bear no liability with respect to same. It is in every Team Member's interests to ensure that all taxes or duties on any awarded or otherwise delivered or received sums or other consideration, if any, are fully and correctly paid; including without limitation any federal or state taxes which are required to be deducted from any awarded monies, and each Team Member releases, discharges, indemnifies, defends, and holds harmless the LLC therefor, pursuant to the indemnity provisions of these Official 1st Round Film Rules per Rule 22 hereinbelow. In addition, all Entrants acknowledge that the LLC may require signed tax forms and/or may withhold taxes from any monies if the LLC is instructed to do so by any appropriate authority, including without limitation any taxing authority and the LLC's own tax advisor(s).

22. Indemnification - Each Entrant, each Team Member, and each Team, hereby indemnifies, releases, discharges, defends, and holds the LLC (and its owners, managers, members, employees, agents, attorneys, representatives, contractors, vendors, successors, sponsors, advertisers, and all its other affiliates and affiliated parties) harmless from and against any and all claims, losses, damages, obligations, expenses, penalties, settlements, litigations, judgments, and any other liabilities of any kind whatsoever (including without limitation attorney's fees and costs incurred by the LLC), arising out of, from, or otherwise related to the development, creation, production, or other making or use of Entrant's Entry, and any other activities which at all relate to any Entry, any Entered Film, this Short Film Contest, or these Official 1st Round Film Rules, including, but not limited to: (A) any third-party or other claim of any ownership right or interest in, or otherwise relating to, any Entered Film; (B) any third-party or other claim of violation of any personal right or proprietary right in connection with the Entered Film, such as defamation, libel, trade libel, slander, "name and likeness" rights, right of privacy, right of publicity, "moral rights", unauthorized exhibition, breach of contract, copyright infringement, trademark infringement, and any other right or claimed right of any other kind or nature; (C) any claims for negligence, injury to persons (including wrongful death), injury to property, or any other injury which may arise out of, result from, or occur, directly or indirectly, in any way in connection with this Short Film Contest or any Entered Film; (D) any breach or other violation of these Official 1st Round Film Rules or any other LLC Communication; and (E) any other activities by or relating to any Entered Film, Entrant, Team or third-party in connection with this Short Film Contest, and any other liability of any kind or nature arising out of any participation or activity in the Short Film Contest.

23. Rights, Clearances, and Costs - Each Entrant hereby acknowledges that he/she is individually responsible for obtaining and/or providing all crew, cast, equipment, sets, locations, and all other persons, places, and things necessary for participation in the Short Film Contest and in connection with any Entered Film. Each Entrant shall bear all costs and expenses relating thereto, and shall be strictly responsible for any and all damages and claims (if any) relating thereto. The LLC is only hereby agreeing to provide the Official 1st Round Film Rules, and the Short Film Contest in which each Entrant is intending to take part.

24. Rights and Property - The LLC shall own the Genre and Subject Classifications. Entrant hereby grants NYC Midnight Movie Making Madness, LLC the absolute right to screen, show, exhibit, broadcast, and disseminate in any and all ways and manners possible his/her Team's 1st Round Film and Entry, including but not limited to uses by way of theatrical release, broadcast television, cable television, home video, DVD, and/or the Internet; and also hereby grants the LLC the right to publicize the Entered Film, Entrant and Team using the name of, images from, and all other material from, the Entry. The Parties expressly agree, however, that the Entrant otherwise retains the right to submit and screen the completed 1st Round Entry to other film festivals with the understanding that the credit referred to in

Rule 14 hereinabove must appear and be maintained in any such submission or screening. By entering NYC Midnight Movie Making Madness 2004, the Entrant and all members of his/her Team hereby expressly grant to the LLC the right to use any images (individual or collective), sound, and other audio-visual matter taken or otherwise recorded during the creation of the Entry and/or during any of the Competition events, as well as quotations from e-mail and written submissions, for use on the LLC's Website(s) and for any promotional purposes of the LLC. Any tangible copy of any material delivered or otherwise forwarded to the LLC under these Official 1st Round Film Rules or otherwise in connection with this Short Film Contest, shall automatically upon receipt become the sole and exclusive property of the LLC for all times and for all purposes, and cannot under any circumstances be returned.

25. Short Film Contest Changes, If Any; and Additional Documents - In the event that, in the LLC's discretion, circumstances so warrant, the LLC may change the Official 1st Round Film Rules of this Short Film Contest so as to foster the interests of preserving as level a playing-field as possible for all Entrants and Entries. It is accordingly the sole responsibility of each Entrant and each Team to, throughout the full duration of the Short Film Contest, frequently check the Contest Website and its and their incoming e-mail, regular mail, and faxes, so as to ensure that any and all Communications from the LLC are timely received, read and reviewed. The laws, regulations, requirements, and rules of any state or other jurisdiction may be subject to change at any time, including without limitation such time as the activities relating to this Short Film Contest may occur. Accordingly, the LLC reserves the right to make such changes to this Short Film Contest and/or these Official 1st Round Film Rules and other Communications ("Contest Changes") at any time and as the LLC may deem appropriate in its sole discretion, to the extent that the changes are made for the purpose of preserving a level playing-field and/or compliance with all such applicable laws, regulations, requirements, and rules; including without limitation the LLC's termination of the Short Film Contest in the unlikely event that such drastic action is thereby made necessary. In the event of such termination, or of any claim made against the Contest or the LLC or any of its affiliates or affiliated parties, by any Team, Entrant, or other person or entity, then: (A) the LLC's liability shall hereby be agreed to be limited to One Dollar (US\$1.00) per Team; and (B) such Team(s) and Entrant(s) shall be deemed to have automatically forfeited their Entry Fee(s) and their ability to compete for or claim any Subsidy or prize in the Short Film Contest. Short Film Contest Changes by the LLC may be made in a manner in which the interests of justice so dictate, as determined by the LLC in the LLC's sole discretion. The LLC shall endeavor to notify all Team Representatives of any such Short Film Contest Changes, if occurring. The LLC shall have the right, but not the obligation, to use Communication methods in addition to, or in lieu of, e-mail and the Internet, for any purpose under these Official 1st Round Film Rules (provided that such Communications not specifically and expressly required to be disseminated in an alternate manner). The employees, families, and affiliates of the LLC, and its Members and Managers, may not enter this Short Film Contest.

26. Not A Talent Agency - The LLC is an entity which conducts this Short Film Contest and Competition, and is not a talent agency. The LLC shall not be characterized as soliciting employment for any filmmaker, Team, Team Member, or other Contributor.

27. Void Where Prohibited, And Applicable Laws - This Short Film Contest Is Void Where Prohibited. This Short Film Contest Is Governed By The Laws Of The United States, And All Applicable Laws Govern. No one under the age of Eighteen (18) years may enter the 1st Round of this Short Film Contest (absent appropriate parental written consent and good cause shown therefor in the LLC's sole discretion); nor may any person enter this Short Film Contest who does not have the legal right or capacity to specifically agree to and contract with the LLC with respect to the Short Film Contest and these Official 1st Round Film Rules. By entering this Short Film Contest, each Entrant warrants and represents to the LLC that he/she is under no legal or other impediment which would prevent or restrict his/her ability to enter and engage in activities relating to this Short Film Contest. Accordingly, it is each Entrant's responsibility to ensure that: (A) the applicable laws, regulations, requirements, and rules of his/her home state or other jurisdiction allow and permit the Entrant's entry into this Short Film Contest; and (B) there is no contractual or other legal obligation or other issue that would militate against the entry of the corresponding Entered Film into this Short Film Contest, or against such Entrant engaging in activities relating to this Short Film Contest.

28. No Responsibility For Electronic And Other Failures - It is the strict responsibility of all Teams and Entrants to back up and retain copies of all Entries and other materials entered, mailed, forwarded, communicated, or otherwise transmitted; and the LLC shall not be responsible for the failure of any Entrant, Team, or other party to do so. The LLC is not and shall not be responsible for: (A) any lost, late, misdirected, mutilated, damaged, illegible, unintelligible, or otherwise ineligible entries; or for communications or material placed in the mail or otherwise routed in transit, it being understood that any such material may in any event be discarded by the LLC in its sole discretion; (B) any electronic mistakes or other mishaps including without limitation transmission errors which may result in omission of, interruption of, deletion of, defect in, delay in delivery of, theft or destruction of, unauthorized access to, or alterations of, any Entries or other materials furnished to the LLC in connection with this Short Film Contest, or any materials otherwise

distributed to or intended to be distributed to or by Entrants and/or Teams in connection with this Short Film Contest; or (C) any network, telephone, electronic, computer, hardware or software, or other technical or machine-related malfunctions or limitations of any kind; or (D) any inaccurate transmissions of or failure to timely receive Entries or other material by the LLC or by any Entrant or Team on account of any technical problems or traffic congestion on the Internet or at any website; or (E) any combination of the foregoing in whole or in part. If for any reason the Internet or e-mail communications relating to the Short Film Contest are not capable of running as planned, including infection by computer virus, "bugs", tampering, "hacking", unauthorized intervention, fraud, technical failures, "force majeure", or any other causes beyond the control of the LLC, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Short Film Contest, the LLC reserves the right in its sole discretion to disqualify any Entrant and/or Team that tampers with this Short Film Contest, its Official 1st Round Film Rules, and/or its and their procedures; and the LLC may terminate, modify, or suspend the Short Film Contest as a result.

29. Warning - Any attempt or action taken by any Entrant or other person or entity to damage any website, disrupt the process or progress of any e-mail, or otherwise undermine the legitimate operation of the Short Film Contest, may be a violation of criminal and civil laws; and, should such attempt be made or such activity occur, the LLC reserves the right to disqualify such persons or entities from the Short Film Contest, and seek damages and other legal and equitable relief from and with respect to any such person or entity to the fullest extent that the law will allow.

30. Monitoring - The LLC has the right but not the obligation to monitor the making and/or submission of any Entered Film for compliance with any of these Official 1st Round Film Rules and other LLC Communications, and to effect any audit, interview, or other inquiry of any Team, Team Member and/or other person or entity so as to endeavor to confirm compliance with same. Any failure of any Team or Team Member to make itself/himself/herself available for same and/or facilitate same, shall result in disqualification of the corresponding Entry and forfeiture of Entry Fee(s), at the LLC's sole election.

31. Mistakes and Force Majeure - In the event of any instance in which the LLC has reason to believe that a mistake in the running of the Short Film Contest has occurred; or that one or more of the Entrants or Teams may have engaged in fraudulent activity or otherwise violated the Official 1st Round Film Rules or other LLC Communications; or that one or more of the Entrants or Teams or other persons or entities have abused or are abusing the Short Film Contest and/or its Official 1st Round Film Rules; or if a "force majeure" event occurs in whole or in part during the time periods cited herein, (for example but not by way of limitation, a failure of the Internet to allow for any Communication to be disseminated), which prevents or threatens to prevent the Short Film Contest from proceeding as planned, then: (A) at the LLC's election, all Subsidies must be returned by the Entrants so as to be received in full by the LLC; (B) upon receipt of the returned Subsidies, if so required by the LLC, all Entry Fees received from the Teams participating in the 1st Round may be refunded to the Teams as originally paid by them; and (C) the LLC may take such other and further action as the LLC in its sole discretion sees fit. If there is any disagreement as to what constitutes a "force majeure" event, then the LLC's determination shall be final, conclusive, and binding. Any re-scheduling of the Competition and prizes thereafter, if any, will be at the sole discretion of the LLC. Any Entry Fees paid or payable by any Team or Entrant are non-refundable, irrespective of contingency (including their being non-refundable to any Heat Winner, Film Finalist, or Film Grand Prize Winner).

32. Administrator - The Administrator of this Short Film Contest is:

NYC Midnight Movie Making Madness, LLC
217 West 18th Street, P.O. Box 1336
New York, NY 10113 USA

The Administrator shall award all Subsidies and the Grand Prize and retain all records relating to the Short Film Contest. No walk-in visits or in-person submissions to the LLC are encouraged or allowed - nor are any in-person communications with the LLC or any of its managers or members. A "Winners List" is expected to be posted on the Internet; and additionally, may be obtained by any interested party, when available (but in any case no later than thirty [30] calendar days after the date of the selection of the Film Heat Winners), by forwarding an SASE with sufficient postage to the above address, provided that the SASE shall not be required from residents of any state or jurisdiction which would prohibit the requirement of same.

33. Times - All times given herein and otherwise are New York time, unless expressly indicated otherwise herein.

34. Privacy - The LLC shall take every possible action to protect the privacy of any Team Member, including their e-mail addresses, and including removal of e-mail addresses from databases if requested. Any individual concerned about such privacy issues can contact the LLC regarding same directly by e-mail.

35. Documentary, If Occurring - In addition to and without limitation to the grant of rights in Paragraph 24 hereinabove, Entrant hereby acknowledges that a "Making of the 2004 NYC Midnight Movie Making Madness Filmmaking Competition" (the "Documentary") may be shot during the 1st Round and/or Final Round of the Competition. Entrant hereby agrees to allow camera crews and others to tape and record his/her Team and each individual Team Member during any development and production stage of the Competition; and further agrees to provide to the LLC a signed written release for same for each of his/her participating cast and crew members, using an appropriate written release form, with the submission of the 1st Round Entry. However, the foregoing in no way obligates the LLC to make, exhibit, or otherwise exploit or use the Documentary.

36. DVD And Recognition - The LLC does not make any warranty or representation that any exhibition, Documentary, or DVD distribution or other use of any Entered Film will actually occur, or that any Entered Film will actually generate any revenue or other recognition for any Team or Team Member. Prizes and Subsidies are only as specifically set forth in these Official 1st Round Film Rules. **(But, in the case that your 1st Round Entry is chosen for inclusion on a DVD, it may save time for you to secure all relevant releases [talent, location, music, etc.] for your 1st Round Film during production; so therefore, the LLC strongly encourages you to do so contemporaneously with the film's production!)**

Entrant and all Team Members hereby acknowledge that they have each read, and each agree to abide by these "Official 1st Round Film Rules" and "2004 Official Short Film Competition Rules & Participation Agreement – 1st Round". The LLC reserves the right to review and accept only those movies and other submitted materials that comply in all respects with the Official 1st Round Film Rules.

ACCEPTED AND AGREED:

By: _____

Please legibly PRINT Team Name

Team Representative's legible Full Mailing Address

By: _____

Please legibly PRINT Team Representative Name

By: _____

Please SIGN Team Representative Name

Team Representative's legible E-Mail Address

Date: _____

FILM ENTRY FEE (check one)..... Enclosed with check / money order I paid online