

MOFILM / VISA COMPETITION RULES
FOR LONDON FILM FESTIVAL 2009 UGC AD COMPETITION

BEFORE YOU ENTER THE CONTEST, YOU MUST READ THE OFFICIAL CONTEST RULES BELOW AND THE CONTENT AGREEMENT. BY CLICKING THE CHECKBOX WHERE INDICATED WHEN ENTERING THE CONTEST, YOU AGREE TO THESE OFFICIAL CONTEST RULES AND THE CONTENT AGREEMENT, WHICH IS INCORPORATED HEREIN.

BY ENTERING THIS CONTEST, YOU AGREE TO MOFILM'S PRIVACY POLICY AND TERMS OF USE, AVAILABLE AT THE CONTEST WEB SITE, AND THAT YOUR ENTRY AND THE PERSONAL INFORMATION COLLECTED FROM YOU IN CONNECTION WITH THIS CONTEST WILL BE SHARED WITH THE PARTICIPATING BRANDS: **AON, AT&T, Best Buy, Campbell's, HP, Haagen-Dazs, McDonald's, Nokia, OMO, Pepsi, Vaseline, Visa, Yoplait** ("PARTICIPATING BRANDS").

NO PURCHASE NECESSARY. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

1. ELIGIBILITY: The Contest is open to legal residents of any country worldwide where the Contest is not unlawful, prohibited or restricted, who are eighteen (18) years of age or older at the time of entry. Notwithstanding the foregoing, Participating Brands may have specific eligibility requirements set forth in their respective Contest briefs and contestants are subject to any such requirements. As there are limited eligibility restrictions for the Contest, please note that contestants may compete against employees, contractors, directors and officers of MOFILM, Hill & Knowlton, Participating Brands, and each of their respective parent, subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, insurance agencies, judging and Contest agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, "Contest Parties").

2. CONTEST SCHEDULE: You may enter the Contest between 12:00:01 am Greenwich Mean Time ("GMT") on [August 14th 2009] and 11:59:59 pm GMT on [October 5th 2009] ("Contest Period").

3. TO ENTER: To enter the Contest, go to <http://www.mofilm.com/> ("Web Site") during the Contest Period and enter your email address and click submit. You will then be sent an email which will include a link to confirm your email address. BEFORE YOU WILL BE ALLOWED TO CONTINUE, YOU MUST EXPRESSLY AGREE AND CONSENT TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THE MOFILM TERMS OF SERVICE AND OF MOFILM PRIVACY POLICY IF YOU DO NOT AGREE TO ANY OF THESE TERMS, PLEASE DO NOT USE THE WEBSITE OR ENTER THE CONTEST. Follow the on-screen directions to properly complete and submit a registration form for the Contest, or if you have already registered, you can login with your username and password you first entered with. When prompted, you will be asked to upload your original Submission to the Web Site. Before uploading the Submission, you will be required to agree that you have (a) read or have had these Official Rules read to you and you are in agreement with these Official Rules, and (b) received permission for the use of the image/likeness of any and all identifiable persons appearing in your Submission. You will be required to submit a signed Content Assignment Agreement and written releases (to be provided by MOFILM) signed by each identifiable person appearing in your Submission granting MOFILM or Participating Brands permission to use his or her image/likeness if your Submission is selected as a 1st, 2nd or 3rd prize winner of a Participating Brand or the overall Contest (each, a "Finalist") in the Contest. In addition, those Entrants who are not deemed to be Finalists, but nevertheless receive \$500 USD from the Participating Brand for their Submission (each, a "Selected Entrant"), if any, are likewise required to submit such signed Content Assignment Agreement and written releases. Submissions that do not include all required information and adhere to the Official Rules may be rendered void.

CREATIVE ASSIGNMENT: There are [13] Participating Brands and they all have different creative assignments. Please refer to each creative assignment at <http://www.mofilm.com/> (the "Web site").

Your submission should be in commercial form consistent with the Official Rules.

JUDGING REQUIREMENTS:

Judging Criteria ("Judging Criteria") is as follows:

- (#1) Originality and Creativity – 50%

- (#2) Adherence to Creative Assignment – 50%

TECHNICAL REQUIREMENTS:

A Video File must be submitted – the Video file (s) must be no more than 90 seconds in length (all copyrighted material will be removed)

- The Video file size should be kept at or under 200 MB for quicker upload/encoding time (max file size is 300MB)
- Video Files must be provided in one of the following file formats: .MPEG; .MOV; .AVI; .WMV

Finalists and Selected Entrants may be asked to provide the original audio and video files used during production of the entry for broadcast purposes. This may include uncompressed QuickTime files, final audio mix and/or separate audio tracks for dialogue, music, and effects. These items are not mandatory to become a Finalist.

ADDITIONAL REQUIREMENTS:

- Submission must be primarily in English or subtitled.
- Once uploaded, Submission will not be returned. Participating Brands may, in its sole discretion, remove, delete and/or forfeit Submission it deems inappropriate or otherwise non-compliant.
- The person obtaining the Contest ID and uploading the Submission will be deemed the entrant (“Entrant”). The Entrant is the one (1) person who owns the email address associated with the Contest ID. If any group elects to collaborate on a Submission, they are required to designate one (1) person as the agent of the group to enter the Contest, agree to these rules and accept the prize on behalf of the group. Neither Participating Brands nor any of the Contest Parties are liable for any disputes between collaborators arising under or related to the Contest.
- Each individual Entrant is allowed a total of twenty four (24) Submissions as long as the same (or substantially similar) Submission is not uploaded to more than one (1) Participating Brand at a time throughout the Contest.
- Each Submission must comply with the MOFILM Terms of Service (described above), as well as these Official Rules.
- Each Submission must be the original work of the Entrant produced for this Contest; it may not have been entered in or won previous contests or awards; it may not have been published previously in any medium; it must not infringe any party’s intellectual property or other rights; it must be suitable for display and publication (i.e., may not be obscene or indecent, including but not limited to nudity or profanity); it must not contain obscene or pornographic material, it must not contain defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group), it must not include threats to any person, place, business, group or world peace, it must not invade privacy or other rights of any person, firm or entity, and it must not in any other way violate applicable laws and regulations or network standards.
- Each Submission must not contain any copyrighted works (other than as owned by the Entrant) or have written release to the copyrighted work.

All Submissions will be reviewed for content before being published or judged; however, such review does not relieve Entrant from responsibility for compliance with all of the Terms of Service and these Official Rules. Submissions that do not comply with the Terms of Services or these Official Rules or that otherwise contain prohibited, or inappropriate content as determined by the Participating Brands, in its sole discretion, will be disqualified and will not be published or considered for prizes. Participating Brands makes the final determination as to which Submissions are eligible to take part in this Contest and be considered for a Finalist Prize. Certain Submissions may be featured from time to time on the Web Site during the Contest Period, in Participating Brand’s sole discretion; being selected as a featured Submission is unrelated to the Judging Criteria and does not guarantee selection as a Finalist in the Contest or the Entrant being chosen as a Selected Entrant.

By entering this Contest and uploading your Submission, you grant Participating Brands and its agents the right to post, display, publish, use, adapt, edit and/or modify such Submission in any way, in any and all media, for any

purpose. All Finalists and Selected Entrants agree to irrevocably assign and transfer to MOFILM, who will then immediately assign and transfer the Submission to the respective Participating Brands, any and all rights, title and interest in the Submission, including, without limitation, all copyrights and waive all moral rights in Submission. Such Finalists and Selected Entrants agree to execute any and all agreements, releases and other documentation necessary to effectuate such assignment and transfer.

4. SELECTION OF WINNERS: Judging will take place in two (2) phases. (i) Finalist Submissions will be selected by a judging process in which a panel of qualified judges ("Judges") will evaluate each eligible Submission based on the judging criteria set forth above. Each Participating Brand will have Finalists consisting of 1st, 2nd, and 3rd prize winners. In the event of a tie, an additional tie-breaking judge will determine the winner for the prize at issue from among such tied entries using the judging criteria set forth above. Each Participating Brand will have the final decision on its respective winners. (ii) The 1st prize winner for each Participating Brand will then be asked to come to the London Film Festival for a Dinner and Voting process at the MOFILM theatre at the Mayfair Hotel London. The selected 1st prize winners across all Participating Brands will be judged by all attendees at the MOFILM interactive theatre (Maximum capacity and number of judges = 200) during the London Film Festival

At the MOFILM interactive theatre, all those in attendance on the night possibly including celebrities and London Film Festival Judges will have a simple electronic voting system consisting of an electronic control panel at their seats allowing everybody in attendance to vote for the overall Contest winners after Submissions for the 1st prize winners for each Participating Brand have been shown (subject to potential technical issues or other problems with the electronic voting system). This means up to 200 votes on each selected winner may be registered. In the event of a tie, MOFILM will ask for another round of voting with only the tied entries to be voted on by the entire audience present until MOFILM obtains a list of all winners.

The Finalist Submission with the greatest number of valid votes from all attendees at the MOFILM interactive theatre, as determined by MOFILM in its sole discretion, will be deemed the overall Contest 1st prize winner.

The Finalist Submission with the second greatest number of valid votes from all attendees at the MOFILM interactive theatre, as determined by MOFILM in its sole discretion, will be deemed the overall Contest 2nd prize winner.

The Finalist Submission with the third greatest number of valid votes from all attendees at the MOFILM interactive theatre, as determined by MOFILM in its sole discretion, will be deemed the overall Contest 3rd prize winner.

Prizes for each Participating Brand can be viewed at <http://www.mofilm.com/>.

<http://www.mofilm.com/>. Finalists are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to attendees, as determined by MOFILM in its sole discretion. Votes cast with the intent to impair the integrity of the voting process is prohibited and all such votes will be void.

The **thirteen** Participating Brand 1st prize winners will be posted for the public to view at <http://www.mofilm.com/> starting on October 22nd 2009 at 12:00:01 am GMT. MOFILM and/or each Participating Brand reserves the right to select fewer than three (3) Finalists for any Participating Brand if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. All Finalists are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion of release forms (described below). If attempted notification is returned as undeliverable, if a Finalist cannot be verified, or if a Finalist is otherwise unable to accept prize or not in compliance with these Official Rules, prize will be forfeited and may be awarded to an alternate Finalist provided sufficient time remains, in Participating Brands discretion.

Entrants agree that MOFILM and the Participating Brands have the sole right to decide all matters and disputes arising from this Contest and that all decisions of MOFILM and the Participating Brands are final and binding. Entrants, by entering, agree to release, indemnify and hold harmless Participating Brands and Contest Parties, as well as each of their respective parent and affiliated companies, and each of their employees, representatives, contractors, advertisers and Participating Brands from any and all liability, loss, damage, cost or claim relate to any allegation regarding participation in this Contest, the acceptance or use of any prize, or any of the forgoing parties' use of the Submissions, including but not limited to the airing of the commercial Submission.

5. FINALIST PRIZES:

Each Participating Brand prize winner will receive the respective prize outlined on each Participating Brand's microsite.

In addition, the overall Contest winner prizes are as follows:

1st Prize - Trip to London Film Festival, walk the red carpet and have the winning ad shown before the premier to the worldwide audience. The winner will also be the guest of honour at the after-premier party. (Cash prizes amounts to be confirmed)

2nd Prize - Trip to London Film Festival, premier and after-premier party. (Cash prizes amounts to be determined)

3rd Prize - Trip to London Film Festival, premier and after-premier party. (Cash prizes amounts to be confirmed)

6. GENERAL CONDITIONS: All Entrants must have a valid Contest ID and e-mail address. Finalists and Selected Entrants are solely responsible for any taxes on their respective prizes, and will receive a taxation form (depending of country of residence) for the value of their prize. No substitution of prize is offered, except at the sole discretion of MOFILM and the Participating Brands, who reserve the right to substitute a prize (or portion thereof) of comparable or greater value. Prizes are non-transferable and cannot be redeemed for cash. All prize details are at the sole discretion of the Contest Parties. By participating, Entrants agree to these Official Rules, the Content Agreement, the MOFILM Terms of Service and Privacy Policy which are final and binding in all respects. Unclaimed prizes will not be awarded. Finalists will be notified by phone and/or email and will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release by **12th October 2009** or such Finalist prize will be forfeited and an alternate Finalist may be selected. Upon a Participating Brand's or MOFILM's request, each person who's image, likeness and/or voice appears in a finalist video must agree that he/she will execute a standard SAG Commercials Contract, will accept minimum scale compensation and talent residuals and will be bound by the terms and conditions of such contract, including exclusivity. Notification of Finalist status must be kept confidential until the Finalists are publicly revealed by MOFILM or the Finalist prize will be forfeited and your Submission will not be posted for public voting as a Finalist Submission. Finalists will also be required to sign a prize acceptance form prior to their Submission being announced. If a prize, or any portion thereof, cannot be awarded for any reason, Participating Brands reserves the right to substitute prize with another prize of equal or greater value. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Participating Brands reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Further, Participating Brands reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any Participating Brands or MOFILM website, (b) violating the Official Rules, (c) violating the terms of service, conditions of use and/or general rules or guidelines of any MOFILM property or service, or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Participating Brands reserve the right, to require a potential Finalist prize winner to submit to a confidential background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Contest will not bring Participating Brands into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by Participating Brands in their sole discretion. This Contest is offered worldwide and is governed by the laws of the United Kingdom. All claims relating in any manner to this Contest or to any Submission must be resolved in the courts located in the United Kingdom.

7. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by MOFILM, Participating Brands or Contest Parties resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by MOFILM, Participating Brands or Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. MOFILM, Participating Brands and Contest

Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of the Web Site is at user's own risk. MOFILM, Participating Brands and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site. By participating in the Contest, the Entrant releases Participating Brands, Contest Parties and the MOFILM from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, winners agree that the Participating Brands, Contest Parties and MOFILM shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize, or any travel related thereto. Participating Brands, Contest Parties and MOFILM are not liable in the event that any portion of the Contest, event or the event broadcast is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "**Force Majeure Event**"). Should a Force Majeure Event occur, Participating Brands may, but is not obligated to, exercise commercially reasonable efforts to air the Grand Prize winning commercial at another time or make a reasonable substitution in its sole discretion.

8. WINNERS' LIST/RULES REQUEST: For the names of the Finalists or Official Rules, send your request with a self-addressed, stamped envelope.

9. PARTICIPATING BRANDS: AON, AT&T, Best Buy, Campbell's, HP, Haagen-Dazs, McDonald's, Nokia, OMO, Pepsi, Vaseline, Visa, Yoplait_

MOFILM Content Agreement

THIS AGREEMENT is made

BETWEEN:

- (1) **MOFILM LTD**, having its registered office located at 20 Market Street, Altrincham, Cheshire WA14 1PF ("**MOFILM**"); and
- (2) **YOU** ("**Creative**").

WHEREAS:

(A) Creative is the producer, creator and exclusive owner of all rights, including, without limitation, Intellectual Property Rights, as defined below, in and to certain Content, as defined below.

(B) MOFILM operates certain mobile content digital transmission services, makes provision for the delivery of digital content onto mobile telephones, portable devices, personal computers, cinema, television and other types of media channels, and sponsors, operates and offers competitions where contestants can compete for prizes.

(C) MOFILM wishes to obtain from Creative and Creative wishes to provide to MOFILM certain Content on the terms and conditions set out below.

WHEREBY IT IS HEREBY AGREED:

1. DEFINITIONS

The following defined terms have the following meanings in this Agreement:

- 1.1 "**Brand Participant**" means the respective prize sponsor of the Competition for whom Creative submits Content hereunder;
- 1.2 "**Brand Participant Winner**" means a competitor in the Competition who is selected as a winner by a Brand Participant;
- 1.3 "**Competition**" the competition operated and sponsored by MOFILM to which Creative may enter Content pursuant to this Agreement and the Official Rules available at the Website from time to time;
- 1.4 "**Competition Parties**" means MOFILM, Brand Sponsor and Brand Sponsor's affiliates, and each of their respective officers, directors, members, employees and authorized agents;
- 1.5 "**Competition Winner**" means a competitor in the Competition who is selected as a winner of the Competition;
- 1.6 "**Content**" means the Film and other content, including, without limitation, graphics, sound recordings and biographical materials, delivered by Creative to MOFILM hereunder;
- 1.7 "**Fee**" means, with respect to a Brand Participant Winner or Competition Winner, a cash prize or prize equivalent equal to or exceeding a retail value of five hundred dollars (\$500 USD), and, with respect to a Selected Creative, the Bounty of five hundred dollars (\$500 USD).
- 1.8 "**Film**" means an original audio-visual recording produced, created and exclusively owned by Creative and delivered to MOFILM hereunder;
- 1.9 "**Intellectual Property Rights**" means, collectively, all of the following worldwide intangible legal rights, whether registered or registerable: (i) patents, patent applications, and patent rights, including any and all continuations, divisions, reissues, reexaminations or extensions thereof; (ii) rights associated with works of authorship, including, but not limited to, copyrights, copyright applications and copyright registrations and Moral

Rights; (iii) trademarks, service marks, logos, trade dress, trade names and service names and all goodwill associated therewith; (iv) rights relating to the protection of trade secrets and confidential information, including, without limitation, rights in industrial property, vendor and prospect lists and all associated information or databases and other confidential or proprietary information; (v) industrial design rights; and (vi) any rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intangible property, including, without limitation, any applications, registrations or recordings in connection with the foregoing;

1.10 **"Moral Rights"** means all rights of "Droit Moral" or "moral rights of authors" or any similar rights or principles of law, however denominated;

1.11 **"Official Rules"** means the terms and conditions for the Competition;

1.12 **"Selected Creative"** means a competitor in the Competition who is not chosen as a Brand Participant Winner or Competition Winner who, nevertheless, is selected by MOFILM and/or a Brand Participant to receive \$500 USD (the **"Bounty"**) in exchange for ownership of such competitor's Content.

1.13 **"Service"** means the service provided by MOFILM for the transmission of Content and operating, sponsoring and offering the Competition;

1.14 **"Territory"** means the world; and

1.15 **"Website"** means the MOFILM website at www.mofilm.com or other URL as designated by MOFILM and notified to Creative from time to time.

2. GRANT OF RIGHTS

2.1 Creative hereby grants to MOFILM and Brand Participant, jointly and severally, the irrevocable, perpetual, fully paid, royalty free, worldwide, sublicensable, transferable, right and license to use, display, perform, copy, distribute, store, modify, promote and exploit the (i) Content (including any content or materials contained or embodied therein), (ii) Creative's name, likeness, voice, and biographical information, and (iii) any and all Intellectual Property Rights contained or embodied within the Content, in any and all media now and hereafter known, for any and all purposes, including, without limitation, promotional and advertising purposes, without consent, notice or compensation to Creative or any other party, in connection with the Competition, Content and/or the Service.

2.3 To the fullest extent legally possible in each country of the world, Creative hereby absolutely and irrevocably waives all Moral Rights in respect of all Content in relation to all uses of Content by MOFILM, Brand Participant, or any third parties pursuant to this Agreement.

2.4 Creative hereby agrees that all Content may be used by MOFILM and Brand Participant for the purposes of advertising and promoting the Content, the Competition and MOFILM.

2.4 To the extent Creative is selected as a Brand Participant Winner, Competition Winner or a Selected Creative and paid the applicable Fee, Creative hereby irrevocably grants, sells, transfers, and assigns to MOFILM and to MOFILM's assigns and licensees, in perpetuity throughout the universe and in all media and channels of distribution now or hereafter known, all of Creative's right, title, and interest, including, without limitation, all Intellectual Property Rights (including, without limitation, copyrights), in and to the Content, effective automatically as of the Fee payment date thereof. Without limiting the foregoing, MOFILM and MOFILM assigns and licensees shall have the right, in their sole discretion, to edit, exploit, composite, morph, scan, duplicate, modify or alter the video, including, without limitation, the names and likenesses of any persons or locations embodied therein, for purposes of advertising and promoting Brand Participant, the Competition, any other future promotions, or for any commercial, trade or other purpose which Brand Participant deems necessary or desirable, in any and all media now or hereafter devised, worldwide without territorial or time limitation, and without further compensation, notification or permission from Creative or any third party.

2.6 Creative agrees to execute any documents and do any other acts as may be reasonably required by MOFILM, Brand Participant or any respective assignees or licensees to further evidence or effectuate MOFILM's or Brand Participant's rights as set forth in this Agreement, including, without limitation, executing a content

assignment agreement substantially in the form attached hereto. Upon Creative's failure promptly to do so, Creative hereby appoints Brand Participant as its 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.

2.7 Creative acknowledges that (i) in the event of any breach hereunder by MOFILM and/or Brand Participant, Creative will be limited to remedies at law for damages (if any) and will not have the right to terminate or rescind this Agreement or to enjoin the distribution, advertising, or exploitation of the Content (or any other production based on or utilizing the Content), and (ii) nothing herein shall obligate Brand Participant to use, advertise or distribute Content.

3. THE COMPETITION

3.1 Creative acknowledges that entry into the Competition is further subject to the Official Rules, referenced herein and incorporated by reference.

3.2 MOFILM may notify Creative regarding further specific terms of the Competition via the Website and Creative shall be fully subject to such specific terms.

3.3 Creative acknowledges that the sole liability of the Competition Parties is to pay to Creative, to the extent Creative is chosen as a Brand Participant Winner, a Competition Winner or a Selected Creative, the applicable Fee.

4. FORMAT, DELIVERY AND ASSESSMENT OF CONTENT

4.1 Creative shall deliver the Content to MOFILM or upload the Content to the Website in such format(s) as set out on the "upload" pages of the Website from time to time. MOFILM shall be responsible for formatting, adapting or translating items of Content as necessary for provision of the Service and entry into the Competition.

4.2 Creative acknowledges that MOFILM, Brand Participant or designee(s) thereof shall assess all Content, such procedure being made up of technical and aesthetic evaluation. MOFILM and Brand Participant shall each be entitled, in its absolute discretion, to accept or reject Content, without being obliged to give reasons, and Creative shall have no right to contest any such assessment made by such adjudicators.

4.3 Creative agrees that MOFILM shall be entitled in its absolute discretion to suggest corrections or technical alterations to submitted Content and acknowledges that, where such suggestions are substantial, Creative may be asked to consent to such corrections made by MOFILM or to revise and re-submit the Content.

5. CONSIDERATION

In consideration of the rights granted by Creative herein, MOFILM shall provide Creative the chance to enter and compete within the Competition, subject to the terms and conditions herein. Creative acknowledges and agrees that the opportunity to compete within the Competition constitutes sufficient consideration for this Agreement. Except with respect to the Fee, if applicable, Creative acknowledges no payment is due to Creative for any of the rights, duties and obligations incurred by Creative herein.

6. ACCOUNTING

6.1 Creative acknowledges that any and all costs, fees, expenses and taxes associated with the Competition and this Agreement, including, without limitation, all federal, state and local taxes and costs to acquire all rights contained in the Content, are Creative's sole responsibility.

6.2 Where Fees consist of a cash payment, such payment will be made in US dollars and, if and where applicable, converted into other currencies at the current exchange rate when received or transferred by MOFILM, net of any bank charges. Payments may be made by bank cheque or electronic transfer, in MOFILM's sole discretion.

7. INTELLECTUAL PROPERTY RIGHTS

MOFILM shall, where as reasonably practicable for each format, use reasonable endeavors to cause copyright notices relating to each item of Content delivered to be displayed to end users. Each copyright notice shall, so far as reasonably practicable for each format, be displayed in the following format: "(c) [Year of first publication] [name of Creative]"; provided, however, that Creative agrees and acknowledges that following payment of the

Fee, Creative will have no rights of attribution or copyright.

8. WARRANTIES

8.1 Each party warrants and covenants to the other party that it has the right and power to enter into and fully perform all of its obligations under this Agreement.

8.2 Creative further represents, warrants and covenants the following:

8.2.1 **ALL CONTENT IS ORIGINAL:** Subject to the provisions below, all Content is the original work of Creative (or, where Creative is a company, employees of Creative) and has not previously been displayed publicly, published or used in any company or other entity's communications in any country of the world. Creative is the sole owner of all Intellectual Property Rights in and to the Content;

8.2.2 **USE OF MUSIC:** Any use of music composed and/or recorded contained within the Content is cleared in writing for all relevant rights. Any use of music from physical or online sources (including from a CD or a website) must be cleared in writing for use by Creative and made known to MOFILM at the time of delivery. Creative agrees to produce written evidence of such rights clearance(s) at the time of delivery and promptly upon request;

8.2.3 **USE OF PHOTOS, GRAPHICS, TEXT OR OTHER THIRD PARTY MATERIAL:** All photos, graphics, text or other material created, licensed or otherwise owned or controlled by any third party is cleared in writing for all relevant rights. Any use of photos, graphics, text or other third party material from physical or online sources (including from a book, a painting, a newspaper or a website) must be cleared in writing for use by Creative and made known to MOFILM and Brand Participant at the time of delivery. Creative agrees to produce written evidence of such rights clearances at the time of delivery and promptly upon request;

8.2.4 **EMPLOYEES AND "WORKS FOR HIRE":** Where Content incorporates the work of employees of Creative or of any other third parties (or is a so-called "Work for Hire"), the Intellectual Property Rights in the Content must be assigned to the Employer/Creative and the Moral Rights of such employees, workers and persons must be waived to the fullest extent possible in each country of the world in relation to all uses of the Content by MOFILM, end users or other third parties pursuant to this Agreement;

8.2.5 **NO INFRINGEMENT:** The inclusion and use of Content by MOFILM and Brand Participant will not infringe any Intellectual Property Rights or Moral Rights of Creative or any third party;

8.2.6 **NOT DEFAMATORY:** The Content is not defamatory and its use pursuant to this Agreement by MOFILM, Brand Participant, and other third parties will not infringe any right of publicity, privacy or personality of any person. Creative shall obtain written releases from all persons appearing in the Content whereby such persons consent to the use of their names, likeness, biographies, voices and picture as incorporated in the Content, throughout the world, in perpetuity, in any media, now or hereafter known, in connection with the advertising, marketing and promotion of Brand Participant and for all other lawful purposes;

8.2.7 **NO EARLIER CONTRACTS:** Creative is not in breach of any employment or commissioning contract with any third party by reason of entering into or exercising or granting any rights or performing any obligations under this Agreement;

8.2.8 **EXCLUSIVITY:** Creative does not currently and will not in future use, exploit, submit or authorize or cause any other person to use for any purposes, material which is the same as or substantially similar to any Content; and

8.2.9 **APPLICABLE LAWS:** Creative will comply with all applicable laws in the performance of its obligations hereunder; and, it shall bear and pay any and all taxes, duties and customs of any kind, however designated, levied or based in any way upon its own performance of this Agreement or the sale, acquisition, communication or resale of any Content.

8.2.10 **GENERAL:** Creative represents that Creative has complied with all the Official Rules and that Creative has perpetrated no fraud or deception in entering or participating in the Competition. Creative further represents that Creative is a legal resident of the jurisdiction of my residence, 13 years of age or older

8.3 IN NO EVENT SHALL THE COMPETITION PARTIES BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS, IN ANY WAY ARISING OUT OF OR RELATED TO THE AGREEMENT EVEN IF THE COMPETITION PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPETITION PARTIES WILL NOT BE LIABLE, OR CONSIDERED IN BREACH OF THIS AGREEMENT, ON ACCOUNT OF ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT AND/OR ORDER AS A RESULT OF CAUSES OR CONDITIONS THAT ARE BEYOND THE COMPETITION PARTIES' CONTROL. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE COMPETITION PARTIES' LIABILITY UNDER ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNTS PAID TO MOFILM BY CREATIVE PURSUANT TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, LIABILITIES AND DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO CREATIVE. IN SUCH JURISDICTIONS, THE COMPETITION PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

8.4 Creative shall indemnify, defend, save and hold harmless the Competition Parties from and against any and all claims, actions, or demands asserted by any third party (each a "**Claim**"), and any and all losses, penalties, expenses or damages (including, without limitation, reasonable outside legal fees and expenses) ("**Losses**") imposed on, incurred by or asserted against any of the Competition Parties in connection with any such Claim, arising out of (i) any breach by Creative of any representation, warranty or covenant made, or obligation assumed, by Creative herein, or (ii) a Competition Party's use of the Content as permitted hereunder, including, without limitation, any Claim that the Content or any component thereof infringes upon or violates any Intellectual Property Rights.

8.5 MOFILM shall be entitled to remove any Content from the Website at any time, and shall endeavor to notify Creative of any such removal.

8.6 Termination of this Agreement will not release either party from any of its obligations hereunder which are intended to have a continuing effect.

8.7 EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE COMPETITION PARTIES PERFORMANCE HEREUNDER IS "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPETITION PARTIES DO NOT WARRANT THAT WEBSITE WILL BE CONTINUALLY AVAILABLE, WILL BE SECURE, WILL PROPERLY AND PROMPTLY TRANSMIT ALL DATA OR TRANSMIT SUCH DATA WITHOUT ERRORS OR OMISSIONS, OR WILL KEEP CREATIVE'S DATA AND TRANSMISSIONS CONFIDENTIAL AND SECURE.

9. INFRINGEMENT

Creative agrees to notify MOFILM and Brand Participant immediately after Creative becomes aware of any actual or threatened infringement, dilution or other impairment ("**Infringement**") of any item of Content. Upon receipt of such notice, MOFILM or Brand Participant shall decide whether to assert or file any legal or equitable proceedings (an "**Action**") with respect to such Infringement at its sole discretion. If such Infringement has occurred, at MOFILM's sole option, exercisable upon notice to Creative, MOFILM or Brand Participant may either pursue the Action or authorize Creative to prosecute the Action in Creative's own name. In the event MOFILM or Brand Participant elects to pursue such Action, Creative shall reasonably cooperate with MOFILM or Brand Participant in the Action. If MOFILM or Brand Participant authorizes Creative to pursue the Action, Creative shall advise MOFILM and Brand Participant of all developments in connection with the Action of which Creative becomes aware and MOFILM and Brand Participant shall each have the right to participate in such Action.

10. GENERAL

10.1 Applicable Law and Jurisdiction

The internal substantive laws of England shall govern (a) the validity and interpretation of this Agreement, (b) the performance by the parties of their respective obligations hereunder, and (c) all other causes of action arising out of or relating to this Agreement. MOFILM and Creative hereby consent to the jurisdiction of the courts of England with respect to any matter arising out of or relating to this Agreement.

10.2 Waiver

If either party waives any breach of this Agreement committed by the other party, that waiver will not be deemed

to be a waiver of any subsequent similar breach or of any other breach at any time.

10.3 Severability

In the event that any provision of this Agreement shall be held illegal or otherwise unenforceable, such provision shall be severed and the entire agreement shall not fail on account thereof, and the balance of this Agreement shall continue in full force and effect.

10.4 Assignment

This Agreement shall be personal to Creative, and Creative shall not be entitled to assign any of its rights or obligations hereunder without the prior written consent of MOFILM and/or Brand Participant. This Agreement, and the benefits and rights granted hereunder, are freely assignable by MOFILM, Brand Participant and/or any of their respective assignees and licensees. In particular, but without in any way limiting the foregoing, Creative understands and acknowledges that MOFILM and/or Brand Participant may assign, license or otherwise transfer some or all of its rights in connection with the Content.

10.5 Third Party Rights

To the fullest extent permitted under applicable law, MOFILM and Creative expressly acknowledge and agree that the Brand Participant is a party to this Agreement to the extent that Brand Participant is entitled to any benefits or rights hereunder. In addition, to the extent that the Brand Participant is not a party to any provisions of this Agreement, Brand Participant is an intended third party beneficiary to this Agreement and such Brand Participant is fully empowered, and has full standing, to enforce any and all of the provisions herein as if it were an express party hereto. Except for the foregoing, there are no other third party beneficiaries to this Agreement and the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or to any of its provisions.

10.6 Entire Agreement

This Agreement embodies the entire understanding and all the terms agreed between the parties relating to the subject matter herein and no terms, obligations, representations, promises or conditions, whether oral, written, express or implied, have been made or relied upon other than those contained herein.

By checking the box on the MOFILM website linked to this document Creative is confirming that Creative has fully read, understood and agrees to all the terms above as a legally enforceable contract