

## SyFy's "NAME THAT SYFY ORIGINAL MOVIE" CONTEST

### Official Rules

January 16, 2010 – February 14, 2010

**PRELIMINARY INFORMATION:** No purchase necessary. A purchase will not improve your chances of winning. Void where prohibited. SyFy's "Name That Syfy Original Movie" Contest ("Contest") will begin on January 16, 2010 at 9:00 AM ET and end on February 14, 2010 at 12:01AM ET ("Contest Period"). All times in the Contest refer to Eastern Time ("ET"). Contest is subject all applicable federal, state and local laws.

**ELIGIBILITY:** Open only to permanent, legal U.S. residents who are physically residing in one (1) of the forty-eight (48) United States or the District of Columbia (excluding residents of Alaska, Hawaii, Guam, Puerto Rico, the U.S. Virgin Islands and other United States territories) and who are eighteen (18) years of age or older as of the start of the Contest Period. Officers, directors, and employees of Contest Entities (as defined below), members of these persons' immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Contest. Contest Entities, as referenced herein, shall include Sponsors (as defined below) and their respective parent, subsidiary, and affiliate companies, and administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Contest.

**HOW TO ENTER:** To enter the Contest, during the Contest Period log on to [www.syfy.com/moviecontest](http://www.syfy.com/moviecontest) (the "Website") click on the Contest icon, and follow the provided instructions to complete and thereafter submit the entry form, which includes your name, address, telephone number, email address, and date of birth (the "Entry"). As part of the Entry, you will also be required to submit a Syfy Original Movie ("Movie") title of ten (10) words or less ("Title") based upon the Movie synopsis and still photography provided, according to the provided instructions on the Website. Your Title must be entirely in the English language. All entries become the property of Syfy Network and NBC Universal, Inc., both located at 30 Rockefeller Plaza, New York, NY 10112, (collectively, "Sponsors"), and will not be acknowledged.

You must submit the Title as part of your Entry to enter and be eligible for the Contest. Your Title must be original, that is, written by you. By entering the Contest, entrants grant Sponsors the non-exclusive, royalty-free, and irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit the Title and to incorporate the Title in other works in any and all markets and media worldwide in perpetuity. Entrants warrant that they have the sole and exclusive right to grant such rights to Sponsors and that the Sponsors' reproduction, publishing, displaying, and/or other use of the Title will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for

defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. If any Title contains material that is violent, pornographic, obscene, illegal, inappropriate, or racially or morally offensive or if any Title does not comply with these Official Rules or meet Sponsors' standards for any reason, as determined by Sponsors in their sole discretion, such Title (and the related Entry) may be rejected as ineligible for consideration. Entries must comply with all applicable laws, rules, and regulations. Sponsors shall have no obligation to copy, publish, display, or otherwise exploit the Title.

Entries must be received before February 14, 2010 at 12:01AM ET to be eligible for the Contest. Sponsors' computer shall be the official timekeeper for all matters related to this Contest. You may enter up to ten (10) times during the Contest Period. Multiple entries received from any person or email address beyond this limit will void all such additional entries. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Entry constitutes permission (except where prohibited by law) to use entrant's name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

Past experience has confirmed that contests and other competitions of this nature generate substantially similar submissions or entries which closely resemble concepts and ideas that have been independently developed by Released Parties (as defined below) before or after the Contest. Accordingly, entrants may subsequently see a Released Party presentation that seemingly incorporates an idea or concept or includes materials similar to that contained in their Entry. Any similarity is purely coincidental and unavoidable in light of the volume of ideas that Released Parties routinely consider in the course of their product development.

**JUDGING AND WINNER SELECTION/NOTIFICATION:** On or about February 14, 2010, a panel of qualified judges selected by Sponsors ("Judges") will review the eligible entries received during the Contest Period and select a potential winner ("Winner") based on the following judging criteria ("Judging Criteria"): Originality (33%), Relevance to Movie Synopsis and Still Photography (33%), and Creativity (34%). In the event of a tie, the tied entries will be judged by an additional tie-breaking judge, using the Judging Criteria, to determine which of the tied entrants will be the potential Winner. Decisions of Sponsors and Judges are final and binding with respect to all

matters related to the Contest. Winning is subject to verification of eligibility and winning Title is subject to clearance. Potential Winner will be notified by email and may be required to execute and return an affidavit of eligibility, release of liability, grant of rights, and, except where prohibited, publicity release (collectively, "Contest Documents") within five (5) days of such notification. Noncompliance within this time period, with these Official Rules or the return of or inability to deliver any prize/prize notification may result in disqualification and, at Sponsors' discretion, and time permitting, an alternate potential Winner may be selected from among all eligible remaining entries based on the Judging Criteria.

In the event that two (2) or more entrants submit identical Titles, and the Judges select one (1) of the identical Titles as the Winner, then the entrant who was the first to submit the Entry with the winning Title based on Sponsors' date of receipt of such Entry will be deemed the potential Winner subject to verification of eligibility.

**PRIZE:** There will be one (1) prize awarded ("Prize"), consisting of an "amateur filmmaking kit" which will include items such as a camera, computer, and movie editing software, and the use of the winning Title as the title of a Syfy Original Movie scheduled to air in March 2010. In addition, the Winner will receive both online and on-air recognition for their winning Title. Prize will be awarded "as is" with no warranty or guarantee, either express or implied by Sponsors.

Estimated Retail Value ("ERV") of Prize is four thousand five hundred (\$4,500). Use of winning Title as the title of a Syfy Original Movie has no retail value.

Sponsors will determine all details of Prize in their sole discretion, including style, color and model of items in amateur filmmaking kit. Sponsors reserve the right to substitute a similar Prize (or Prize element) of comparable or greater value in their sole discretion. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Winner. Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winner. If Prize is unclaimed within a reasonable time after notification from Sponsors, as determined by Sponsors in their sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible entries at Sponsors' sole discretion.

Sponsors shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Prize due to reasons beyond Sponsors' control, and are not responsible or liable for any expenses incurred as a consequence thereof. Date and/or time of Movie airing is subject to change. Airing of Movie is subject to cancellation. If Movie is not aired for any reason, the remaining elements of Prize shall be awarded and shall constitute full satisfaction of Sponsors' Prize obligation to Winner and no additional compensation will be awarded.

**CONDITIONS:** By entering the Contest, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless Contest Entities and their respective officers, directors, and employees (collectively, "Released Parties") from

any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of Prize or any portion thereof; (b) to indemnify Released Parties from any and all liability resulting or arising from the Contest and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, to the posting of such entrant's name on Website and the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Contest itself, and to be bound by all decisions of the Sponsors, which are binding and final. Failure to comply with these conditions may result in disqualification from the Contest at Sponsors' sole discretion.

**ADDITIONAL TERMS:** Sponsors reserve the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Contest or the operation thereof is unlawful and subject to legal action by Sponsors, who may seek damages to the fullest extent permitted by law. The failure of Sponsors to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsors (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Contest. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. Sponsors reserve the right to cancel, modify, or suspend the Contest or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsors reserve the right to select a Winner from among all eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification, or suspension based on the Judging Criteria above. Notice of such cancellation, modification, or suspension will be posted at Website. Sponsors may prohibit any entrant or potential entrant from participating in the Contest, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or Sponsors' agents or

representatives; or behaves in any other disruptive manner (as determined by Sponsors in their sole discretion).

**DISPUTES: THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.**

**WINNER ANNOUNCEMENT:** For the name of the Winner, available after April 1, 2010, visit [www.syfy.com/moviecontest](http://www.syfy.com/moviecontest) or send a self-addressed, stamped envelope to be received by June 1, 2010 to: Syfy Movie Sweepstakes Winner, Syfy Network, 30 Rockefeller Plaza, 21<sup>st</sup> floor, New York, NY 10112, Attn: Nicole Sands.