

# THE THOUGHT EQUITY MOTION, INC. (“TEM”) SILVERDOCS CONTEST OFFICIAL RULES

## TERMS USED IN THESE RULES:

These are the Official Rules that govern how the **Thought Equity Motion, Inc. (“TEM”)** Silverdocs contest promotion will operate. This promotion will be simply referred to as the “**Contest**” throughout the rest of these rules. In these rules, “**we**” “**our**” and “**us**” refer to “**TEM**”, the sponsor of the Contest. “**You**,” “**your**”, “**yourself**,” “**I**,” “**me**,” “**my**” and “**Entrant**” refers to an eligible Contest entrant.

**NO PURCHASE IS NECESSARY TO ENTER OR WIN, AND NO OBLIGATION OF ANY KIND IS IMPLIED. THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THIS IS A TRADE PROMOTION ONLY, AND THE CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES (INCLUDING THE DISTRICT OF COLUMBIA), WHO ARE AGE 18 OR OVER, AND WHO MEET THE ELIGIBILITY REQUIREMENTS DETAILED IN THESE OFFICIAL RULES.**

## 1. CONTEST DESCRIPTION

The object of this Contest is to create a documentary trailer that will be legitimately used for fundraising purposes that tells a story that can benefit and be improved with news, editorial and/or historical stock footage to help funders better understand and conceptualize the documentary.

For purposes of this Contest, the trailer you create and submit in the Contest will be called an “**Entry**.” Entry eligibility will be determined using the criteria in Section 4. All eligible Entries received will be judged using the criteria in Section 7, and the judges will select a person who will receive the prize described in Section 9.

## 2. WHEN DOES THE CONTEST BEGIN AND END?

This Contest starts at 7:00 AM Pacific Time on June 24, 2010 and ends at 11:59 PM Pacific Time July 15, 2010. This will be referred to as the “**Entry Period**” throughout the rest of these rules. Entries must be received within the Entry Period to be eligible. Any Entries received outside of those dates will be disqualified.

## 3. WHO CAN ENTER?

You are eligible to enter this Contest if you meet the following requirements:

- You are a legal resident of the United States (including the District of Columbia), and you are least 18 years of age or older at the time of Entry;
- You attended Silverdocs 2010;
- You are NOT an employee of TEM or an employee or contractor of a TEM subsidiary or content supplier;
- You are NOT involved in any part of the administration and execution of this Contest; and
- You are NOT an immediate family (parent, sibling, spouse or child) or household member of a TEM employee, an employee or contractor of a TEM subsidiary or content supplier, or a person involved in any part of the administration and execution of this Contest.

#### **4. WHAT ARE THE ENTRY REQUIREMENTS?**

To be eligible for judging an Entry must meet the following content / technical requirements:

- Trailer length must be between 0-4 minutes;
- if a .mov or .wmv file is not submitted initially then the Entrant must supply the high-resolution .mov or .wmv file of the trailer within 24 hours of the request from TEM;
- your Entry video must be high-resolution quality;
- your Entry must have clear audio (if applicable); and
- your Entry must include complete answers to the 8 Contest Questions in Section 6.

In addition:

- your Entry must be your own original work;
- your Entry cannot have been selected as a winner in any other contest;
- you must have obtained any and all consents, approvals or licenses required for you to submit your Entry; and
- your Entry, including all images, audio, footage or other elements, must not otherwise violate the rights of any other person or company by using their trademarks, music, logos, names, images or copyrighted material and you have obtained the appropriate consents or licenses for all such elements if not owned by you.

#### **5. HOW MAY ENTRY BE USED?**

Other than what is set forth below, we are not claiming any ownership rights to your Entry. However, by submitting your Entry, you:

- are granting us an irrevocable, perpetual, royalty-free, worldwide right and license to: (i) use, review, assess, test and otherwise analyze your Entry and all its content in connection with this Contest; (ii) feature your Entry and all its content in connection with the promotion of this Contest in all media (now known or later developed); (iii) in consideration of the opportunity to participate in this Contest, you expressly grant TEM an irrevocable license to modify, use, reproduce, electronically publish, and display the submitted material, and any modified Entry in the event such Entry is selected as a winner, in all media, means, and forms and without any payment to Entrant. Subject to the foregoing license, Entrants will retain ownership over the content submitted in their Entry. **YOU AGREE THAT THE ENTRY AND USE OF EACH ENTRY SHALL BE SUBJECT TO AND GOVERNED BY TEM'S LICENSE AGREEMENTS, TERMS AND CONDITIONS AND PRIVACY POLICY FOUND ON TEM'S WEBSITE AT [www.thoughtequity.com](http://www.thoughtequity.com);**
- agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted above;
- understand and acknowledge that we may have developed or commissioned materials similar or identical to your submission and you waive any claims you may have resulting from any similarities to your Entry;
- understand that we cannot control the incoming information you will disclose to our representatives in the course of entering, or what our representatives will remember about your Entry. You also understand that we will not restrict work assignments of representatives who have had access to your Entry. By entering this Contest, you agree

that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright or trade secret law; and

- understand that you will not receive any compensation or credit for use of your Entry, other than what is described in these Official Rules.

Please note that following the end of this Contest your Entry may be posted on a website selected by us for viewing by visitors to that website. We are not responsible for any unauthorized use of your Entry by visitors to this website. While we reserve these rights, we are not obligated to use your Entry for any purpose, even if it has been selected as a winning Entry.

If you do not want to grant us these rights to your Entry, please do not enter this Contest.

## **6. HOW CAN I SUBMIT MY ENTRY?**

To enter, you must create and submit an original documentary trailer in any language that does not exceed 4 minutes. The Entry may not contain any trademarks, logos, or copyrighted elements other than elements owned by the entrant or validly licensed by Entrant for such use unless Entrant has validly licensed the rights to such properties. Any elements that appear in the Entry, including without limitation, images, music, audio, speech, or other audiovisual materials used must be created by the Entrant, or be in the public domain. Use of any elements that are not original or validly licensed by Entrant for such use, or in the public domain will result in disqualification of the Entry, in TEM's sole discretion. The Entry shall not be obscene or indecent, it must not contain defamatory statements, it must not include threats to any person, place, business, or group, and it must not invade privacy rights or any other rights of any person, business, or group.

Once you have created an Entry that meets each of the requirements set forth above and in Section 4, email [alurie@thoughtequity.com](mailto:alurie@thoughtequity.com), your Entry together with complete answers to the following 8 questions:

1. What is the name of your documentary pitch trailer?
2. Provide your one sentence project pitch summary.
3. What is the project's current funding status (i.e. none as of late, 25% complete, 75% complete)?
4. What format (TV series, feature film, short program, etc.) are you pitching the trailer for?
5. Who is the target audience demographic?
6. Why do you think your trailer would benefit from the addition of archival stock footage? (200 words or less)
7. What type of clips do you think could/should be added to achieve the reasons in #6? (200 words or less)
8. Are there any other details you'd like to mention about your fundraising trailer? (200 words or less)

We will accept multiple Entries per person and e-mail address; however each Entry must comply with all the Entry Requirements. We are not responsible for Entries that we do not receive for any reason, or for Entries that we receive but are not decipherable for any reason.

We will automatically disqualify any incomplete or illegible Entry that does not meet the requirements and rules contained herein.

## 7. JUDGING

A panel of judges, comprised of TEM employees at TEM's discretion, will review all eligible Entries received and select one (1) winner based upon the following criteria:

- your Entry must be a documentary fundraising trailer(s);
- your Entry must benefit from the addition of news/editorial and/or historic archival footage; and
- your Entry must be original and demonstrate a story that will be enhanced and the overall impact of the Entry improved by archival stock footage being included in the Entry.

The decisions of these judges are final and binding. If we do not receive a sufficient number of entries meeting the Entry Requirements, we may, at our discretion, not select a winner. In the event of a tie between any eligible Entries, the tie will be broken by an additional judge who will judge the tied entries based on the criteria listed above.

## 8. REPRESENTATIONS AND WARRANTIES OF ENTRANT

Entrants represent and warrant that each submitted Entry, including video, music, lyrics, audio, graphics and other, (i) is wholly original and owned by them and is not copied from any commercial or proprietary source or otherwise copyrighted by any other party; (ii) is not protected by trade secret; or (iii) is not subject to any third party rights whatsoever, including privacy and publicity rights; unless it is the owner of such rights or has documented permission from its rightful owner to post the material and to grant TEM all of the license rights granted herein. Entrant confirms that it has the written consent, release, and/or permission of each and every identifiable individual person in the video to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the video in the manner contemplated by the website and these Official Rules. Entrants agree that the submission and use of each Entry shall be subject to and governed by these Official Rules.

## 9. PRIZE

1. Up to 5 (five) clips of Stock Footage from select TEM Content Libraries (the "**Content**"). There is a 5 (five) second maximum for each clip of Content. Price Class A, Collegiate Sports Libraries, Premier Supplier Collections and Music Collections are not included;
2. promotion of before and after versions of the winning Entry on Silverdocs blog (<http://silverdocs.wordpress.com/>). Winner must work with Silverdocs representative to provide digital files of trailers and feedback on clip selection, editing, etc. ;
3. promotion of contest winner and his/her trailer in Thought Equity Motion's newsletter; and
4. 30 minute phone consultation with each of the *Anatomy of a Trailer* panelists, where the panelist will provide the winner with feedback on the "before" trailer before the winner selects his/her 5 clips and incorporates the Content into the new version of the fundraising trailer.

The total Estimated Retail Value (ERV) of the Prize is USD \$1,500.00. The license for the Content (up to 5 seconds for each clip of Content) will be for Non-Broadcast, Worldwide, Perpetuity.

- (1) You may not exchange your prize for cash or any other merchandise or services;
- (2) you may not designate someone else as the winner. If you are unable or unwilling to accept your prize, we will award it to an alternate potential winner;
- (3) if you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize; and
- (4) if you accept the prize, you must agree to TEM's License Agreement for use of the stock footage in your trailer and such license will only be for use of the stock footage in the trailer itself and not for any final/feature documentary.

Conduct of the Contest and selection of the winners are in TEM's sole discretion, and TEM's decisions are final and binding. TEM will be the sole arbiters in any dispute. The Prize is not transferable and non-saleable. No alternative prize, cash equivalent, or other substitution is allowed except at TEM's sole discretion. All local, state and federal taxes, registration, license, title and other fees, costs and expenses are the sole responsibility of the winner. TEM reserves the right to change or substitute the Prize awarded without notice.

## **10. WINNER SELECTION**

On or around July 19, 2010 we will complete judging and one (1) potential winner will be determined based on the criteria stated above.

If you are a potential winner, we will notify you by sending a message to the e-mail address, the phone number, or mailing address (if any) listed on your Entry within seven (7) days following the selection. If the notification that we send is returned as undeliverable, or you are otherwise unreachable for any reason, we may award the prize to an alternate selected winner.

If there is a dispute as to who is the potential winner, we will consider the potential winner to be the authorized account holder of the e-mail address used to enter the Contest, or the person residing at the mailing address listed on your Entry.

If you are a potential winner, we may require you to sign an affidavit of eligibility, liability/publicity release and W-9 form and you will be required to provide all model/talent releases and agree to a License Agreement that governs the License of the Content. If you do not sign and return these required forms within the time period listed on the winner notification message, we may disqualify you and select an alternate randomly selected winner.

Prizes will be distributed to the winner within thirty (30) days of the award.

## **11. YOUR AGREEMENT BY ENTERING CONTEST**

By entering this Contest you agree and/or understand that:

- (1) To abide by these Official Rules;
- (2) to the extent allowed by law, to release and hold harmless TEM, their respective parents, subsidiaries, affiliates, employees and agents from any and all liability or any

- injury, loss or damage of any kind arising from or in connection with this Contest, the Entry or any prize won;
- (3) that TEM decisions will be final and binding on all matters related to this Contest;
  - (4) that TEM may use your proper name and state of residence online and in print, or in any other media, in connection with this Contest, without payment or compensation to you, except where prohibited by law;
  - (5) this Contest will be governed by the laws of the State of Colorado and you consent to the exclusive jurisdiction and venue of Colorado courts (state and federal) for any disputes arising out of this Contest; and
  - (6) you are responsible for all applicable taxes associated with participating in this Contest and with any Prize, if you are a winner of this Contest.

**Consent to Publicity and Release.** Each winner agrees to TEM's use of his/her name and likeness for advertising and publicity purposes, without additional compensation, unless prohibited by law. By entering, the Entrant releases and agrees to indemnify and hold harmless TEM and its respective parents, subsidiaries, affiliates, directors, officers, employees, agents, content suppliers, and licensors from any and all liability or any injuries, loss or damage of any kind arising from or in connection with participation in the Contest, including but not limited to any third party claim based upon copyright, trademark, image use rights (persons and properties), publicity rights, defamation, invasion of privacy, or any other intellectual property rights against TEM originating from the video and/or elements used in the video and triggered by the use of the video and/or its elements by TEM and/or its affiliates or partners.

TEM disclaims any and all liability or claims associated with or in connection with an Entrant's use of or dissatisfaction with any Prize granted under this Contest. The Contest and TEM's web site are provided "as is" without warranty of any kind, either express or implied.

## **11. UNFORESEEN EVENTS IMPACTING CONTEST**

If someone cheats, or a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, (also referred to as force majeure) affects the fairness and / or integrity of this Contest, we reserve the right to cancel, change or suspend this Contest. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Contest, we reserve the right to select winners from among all eligible entries received before we had to cancel, change or suspend the Contest.

TEM reserves the right in its sole discretion to modify, suspend, terminate or cancel all or any portions of the Contest because of technical errors or malfunctions, viruses, hackers, or for other reasons in its sole discretion. TEM also reserves the right in its sole discretion to disqualify any entrant who fails to comply with these Official Rules, who attempts to enter the Contest in any manner or through any means other than as described in these Official Rules, or who attempts to disrupt the Contest or to circumvent any of these Official Rules. TEM is not responsible for any problems or technical malfunction of any telephone network or lines, computer equipment, servers, providers, computer on-line systems, software, or failure of email on account of technical problems or traffic congestion on the Internet or at any web site, including injury or damage to participant's or to any other person's computer related to or resulting from participating or uploading Entries or information in the Contest.

## **12. WINNER NOTIFICATION**

We will post the name of the confirmed winner online on or around July 19, 2010 at <http://silverdocs.wordpress.com>. This list will remain posted until at least August 19, 2010.

## **13. SPONSOR OF CONTEST**

**Thought Equity Motion, Inc.** is the sponsor of this Contest.  
1530 16<sup>th</sup> St., 6<sup>th</sup> Floor  
Denver, CO 80202

Questions and inquiries about these Official Rules can be emailed to [alurie@thoughtequity.com](mailto:alurie@thoughtequity.com).