

PLAYSTATION EMERGING FILMMAKERS CONTEST

AMENDED OFFICIAL RULES

THE PROMOTION IS ONLY OPEN TO WE MAKE COMMUNITY MEMBERS.

By participating in the PlayStation Emerging Filmmakers Contest (the “**Promotion**”), each entrant (or his or her parent or legal guardian if the entrant is under the age of majority in his or her state, province or territory of residence) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Ideas United, LLC (“**Sponsor**”), which shall be final and binding in all respects. Sponsor is responsible for the collection and scoring of entries and the overall administration of the Promotion. Entrants should look solely to Sponsor with any questions, comments or problems related to the Promotion.

1. **ELIGIBILITY:** The Promotion is only open to We Make Community members who are legal residents of the 50 United States, the District of Columbia, age 18 or older at time of entry. (“**Entrant**”). To apply for We Make community membership, if not already a member of We Make, visit www.iuwemake.com/apply to complete the We Make application including a resume or reel of past content. Acceptance to the We Make community is at the determination of Sponsor based upon the Entrant’s skills, talent, experience, and creativity as reflected in the application. No application fee or payment of any kind is charged. Sponsor will email the applicant using the email address submitted in the application within three business days to confirm or decline membership. Employees of SIE and Sponsor and their parent companies, affiliates, subsidiaries, and related companies, agencies, and the judging panel and immediate families (defined as parents, children, siblings and spouse and their respective spouses, regardless of where they reside) and those living in the same household, whether or not related, are not eligible to enter or win. Void in Puerto Rico, all U.S. territories and possessions and overseas military installations, and where prohibited or restricted by law.
2. **TIMING:** The Promotion begins on June 24, 2017 at noon PT and ends on August 1, 2017 at 11:59 PM PT (the “**Promotion Period**”).
3. **HOW TO ENTER THE PROMOTION:** To enter, visit <http://www.iuwemake.com/playstation>. Complete the Application Form along with a Creative Component (collectively “**Entry**”). All Entries must have both a completed Application Form and a Creative Component to be considered for entry into the Promotion. The Creative Component can be a video teaser, story boards, a pitch deck or a treatment. A treatment is generally considered to be a summary or blueprint of a screenplay, TV show, novel or other story. It can be one to ten pages or longer in length and may be in outline form. You will receive a confirmation email from We Make once the Application Form and Creative Component have been successfully received by We Make. We Make will evaluate the Application Form and Creative Component based on originality, longevity, characters, and story. Your Entry must be received by Sponsor by August 1, 2017 at 11:59 PM PT. Entrants may be individuals or a team. In no instances shall a team consist of more than two people. Both team members must satisfy the eligibility requirements in Section 1. Entrants may form an unlimited number of teams. Individual Entrants may also be members of teams. Individual Entrants and Teams may submit unlimited Entries.
4. **JUDGING:** Determining the “Top Fifty”, “Top Ten”, and “Top Five” will consist of multiple rounds of judging as detailed below:

Round One: On or about August 2, 2017, Sponsor and a panel of judges comprised of industry professionals selected by Sponsor (“**Panel**”) will review all eligible Entries based on the

following factors which will be used to judge each Entry: 25% Originality, 25% Character Development, 25% Potential for Story Development, 25% capable of production within a reasonable budget (“**Round One/Round Two Judging Criteria**”). The top 50 Entries that receive the highest scores from the pool of eligible Entries received will win the Top Fifty (50) Prize (“**Semi-Finalists**”) upon execution of the Winner Agreements, as defined below.

Round Two: On or about August 20, 2017, Sponsor and Panel will determine the top 10 based on the Round One/Round Two Judging Criteria. The top 10 that receive the highest scores from the pool of Top 50 will win the Top Ten (10) Prize (“**Finalists**”).

Round Three: On or about September 23, 2017 Sponsor and Panel will determine the top 5 based on judging criteria for the Pitch Presentation (“**Round Three Judging Criteria**”). The Round Three Judging Criteria is scored based on 20% Originality, 20% Character Development, 20% Potential for Story Development, 20% Capable of Production within a Reasonable Budget, and 20% Pitch Presentation Skills. The top 5 Entries that receive the highest scores based on the Round Three Judging Criteria from the pool of Top 10 Winners will win the Top Five (5) Prize (“Winners”).

If any Entries result in a tied score, the winner shall be determined by the Entry with the higher score in the “Potential for Story Development” criteria.

5. **SEMI-FINALIST SELECTION:** Semi-Finalists will be selected at the offices of the Sponsor based on the Round One/Round Two Judging Criteria from valid Entries received during the Promotion Period. Sponsor’s decisions will be final and binding. Each Semi-Finalist will be notified via email provided in the Entry form (“**Message**”). As a condition requirement for proceeding to Round Two, the potential winning Semi-Finalist must respond to Sponsor’s prize notification Message and execute the Winner Agreement within 72 business hours from the date and time of the Sponsor’s prize notification Message. In the event that the potential winning Entrant does not respond to Sponsor’s prize notification Message within the specified time or the prize notification Message is returned as undeliverable or the Entrant does not execute and return the Winner Agreement as presented, the potential Semi-Finalist shall be disqualified and a new Semi-Finalist will be chosen based on the Round One/Round Two Judging Criteria. Alternate Semi-Finalists will be contacted via Message and must respond to the Sponsor’s prize notification Message within 72 business hours from that date and time of the Sponsor’s prize notification Message.
6. **REQUIRED DOCUMENTATION:** Each potential Top Fifty (50) Semi-Finalist is required to execute a Non-Disclosure Agreement and Option Purchase Agreement (“**Winner Agreements**”) in accordance with the instructions listed in the notification correspondence. These Winner Agreements will be emailed to each Semi-Finalist. Both members of a Semi-Finalist team, if there are two team members, must execute a Winner Agreement. Sponsor must receive the executed Winner Agreements within 72 (business) hours from the day and time of Sponsor’s notification correspondence or Sponsor may, in its sole discretion, disqualify the potential Semi-Finalist. Each Entrant competing may be required to complete an Affidavit of Eligibility and Release (collectively, “**Affidavit**”) in accordance with the instructions listed in the notification correspondence. Sponsor must receive the completed Affidavit within 72 (business) hours from the day and time of Sponsor’s notification correspondence or Sponsor may, in its sole discretion, disqualify Entrant. If an Entrant is considered a minor in the legal jurisdiction in which the Entrant resides, then that Entrant’s parent or legal guardian will be required to execute and return an Affidavit. Non-compliance with these Official Rules, failure to return all required documentation by the stated deadline or Sponsor’s inability to contact an Entrant (using the contact information provided in his or her Entry) within a reasonable time period, as determined by Sponsor’s sole discretion, may result in disqualification.

7. **PRIZES:** One prize per Entry.

7.1. Top Fifty (50) Semi-Finalist: Each top 50 Semi-Finalist will receive a check for \$250 upon execution of the Winner Agreements. For clarity, a winning team will receive a single \$250 check.

7.2. Top Ten (10) Finalists: Each top 10 Finalist will receive a check for \$1,000, mentorship from an industry professional (as determined by Sponsor), and a trip to Los Angeles, CA on or around September 21, 2017 to on or around September 24, 2017 for the opportunity to present his or her pitch pilot idea ("**Pitch Presentation**") to Sponsor and Panel in Los Angeles, CA. For purposes of clarity, winning Team entries will receive a single check for \$1,000 and a trip for both team members (if applicable) to Los Angeles, CA.

Trip prize package will include, round trip coach class airfare for each Top Ten Winner to Los Angeles, CA (from major airport nearest to winner's home), 3 nights double occupancy hotel accommodations (room rate and taxes only), transportation to and from event and admission to a workshop taught by industry professionals to assist winners prepare their pitch. For purposes of clarity, winning team entries will receive round trip coach class airfare for both team members to Los Angeles, CA from the major airport nearest to each team member's home. Team members are not required to travel from the same airport. Each team member will receive 3 nights hotel accommodations (room rate and taxes only), transportation to and from the event and admission to a workshop taught by industry professionals to assist winners prepare their pitch. Approximate Retail Value (ARV) for each Top Ten Prize: \$2,460.

All travel details will be at Sponsor's discretion. Prize will be forfeited if winner is unable to travel during designated time period. No compensation will be made in the event of the cancellation or delay of any flight. Airline tickets are non-refundable and non-transferable and are not valid for upgrades or frequent flyer miles. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. If in the judgment of Sponsor, air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for roundtrip air travel at Sponsors' sole discretion.

Finalist must comply with any applicable hotel check-in requirements, such as presentation of a major credit card. Other hotel fees may not be included and if applicable may be payable at the time of check-out by the winner. All expenses and incidental travel costs not expressly stated in the package description above, which may include but not be limited to, ground transportation, meals, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the sole responsibility of winner.

The ARV for travel prizes is an estimate made before the Promotion begins and may vary depending upon points of departure and destination and fare fluctuations. The Finalist will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. No interest will be awarded on cash prizes.

In the event the Finalist engages in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, or which constitutes a violation of any crime or which may serve to embarrass the reputation of Sponsor or any other participants in, or parties associated with, the Promotion, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the winner home with no further compensation.

The restrictions and conditions stated herein are not all-inclusive and the described above may be subject to additional restrictions and conditions, which may be stated in any correspondence with Sponsor or other travel documents.

- 7.3. Top Five Winner (5): Each Top 5 Winner will receive a check for \$5000, a produced pilot, and a producer credit in the pilot, all in accordance with and subject to the terms of the Promotion and the Winner Agreements. This includes travel to the pilot shoot, working with a production crew to bring their vision to life. Sponsor reserves the right to limit the Winner's pilot production participation depending on the Winner's experience level.
- 7.4. Prize fulfillment is based on availability and Prizes will be delivered to confirmed winners by the Sponsor or a representative thereof. Please allow up to four weeks for prize delivery. Taxes on prize, if any, are solely the responsibility of the winner. Winners of a prize valued at \$600 or more will receive a Federal Tax Form 1099. We recommend that you consult with your tax advisor if you have further questions. Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion, unless such substitution is prohibited by law. Sponsor may disqualify a winner and select an alternate winner if any prize is returned undeliverable. Prizes are non-transferable and are not redeemable for cash or credit. Sponsor need not substitute a prize based on the winner's request.
8. **GRANT OF RIGHTS:** Each Entrant is responsible for his or her Entry and the consequences of posting or publishing it. In connection with the Entry, each Entrant affirms, represents, and warrants that: (i) Entrant owns or has the necessary licenses, rights, consents and permissions to use the Entry in the manner contemplated by Sony Interactive Entertainment LLC (SIE) and Sponsor; and (ii) Entrant has obtained the written consent, release and permission of each and every identifiable individual person in the Entry to use that person's name or likeness in the Entry and in the manner contemplated by SIE and Sponsor. By submitting an Entry to Sponsor, Entrant (i) waives any and all rights in and to any material submitted by Entrant in connection with this Promotion (including all moral and other rights of authorship); (ii) hereby acknowledges and agrees that Entries (including material submitted by Entrant in connection with the Promotion) become Sponsor's property and that Sponsor is assigning these rights to SIE and will not be returned; and (iii) grants Sponsor the absolute right to assign, edit, modify, publish, exploit and use an Entry, voice, actions, likeness, name, appearance, biographical material, written works, and all other information or materials that Entrant has provided or may provide in connection with this Promotion in any media, now known or hereafter devised, and in any manner, without further approval, permission or consideration, throughout the universe in perpetuity solely to conduct and/or promote the Promotion. **All rights to Entries that are not optioned to SIE through the Winner Agreements for the Top 50 Semi-Finalist Entries automatically revert back to the Entrants on August 21, 2017, and all rights provided to SIE under the Option Purchase section of the Winner Agreements for the Top 50 Semi-Finalist Entries will be released back to the Entrants not in the Top 5 Winners on October 6, 2017.** SIE and Sponsor are under no obligation to use an Entry. Distribution, copying, resale, or any other use is prohibited. These materials are provided "as is" without warranties of any kind. SIE and Sponsor, their parent companies, subsidiaries, and affiliates, disclaim any warranties, either express or implied, including but not limited to warranties of merchantability, and of fitness for a particular purpose. Except to the extent prohibited by applicable laws, SIE, Sponsor, their parent companies, subsidiaries, and affiliates shall not be liable for any damages including special, incidental, indirect or consequential damages or fees or loss arising out of the use or the inability to use these materials. By participating in the Promotion, you accept this limited license.
9. **ENTRY REQUIREMENTS:** Each Entry submitted (i) must be in keeping with SIE and the Sponsor's image (as SIE and Sponsor determine in their discretion), (ii) may not be inappropriate, offensive, libelous or

defamatory, pornographic, sexually explicit, contain nudity, unlawful or plagiarized, (iii) must not be harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way, (iv) may not violate or encourage others to violate any law, statute, ordinance or regulation, (v) may not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property right or any other third party right, (vi) may not contain commercial or corporate advertising, including display of corporate logos, brand names and slogans, other than those relating to Sponsor, (vii) may not include references to alcoholic beverages, tobacco, drug paraphernalia, firearms or any depiction or representation thereof and (viii) may not include any virus, worm, corrupt file, Trojan horse or other forms of corruptive code or content that may harm or compromise Sponsor's web site, <http://www.iuwemake.com> (the "**Site**"), or the proper conduct of the Promotion. Sponsor reserves the right to verify the accuracy or truthfulness of any information contained within a submitted Entry. By submission of the Entry, Entrant represents and warrants that the requirements set forth in items (ii) through (vii) inclusive are satisfied. Sponsor has the right in its sole discretion to determine if any Entry is not appropriate for publication on the Site or for any other public release and if Entry is in compliance with these Official Rules. Sponsor reserves the right to disqualify an Entry for any reason. Sponsor's decisions are final and binding with respect to all matters relating to this Promotion.

10. **LIMITATIONS ON LIABILITY:** SIE and Sponsor and their respective affiliates, subsidiaries, parent corporations, advertising and promotional agencies, and all of their officers, directors, shareholders, employees, and agents are not responsible for: any incorrect or inaccurate Entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions, or defects of any telephone network, computer online system, computer equipment, servers, providers, or software, including any injury or damage to Entrant's or any other person's computer relating to participation or inability to participate in the Promotion; inability to access the Site or upload information or data; theft, tampering, destruction, or unauthorized access to, or alteration of, Entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer, or electronic malfunction or traffic congestion on telephone lines or the Internet or any website (including the Site) or for any other reason whatsoever; printing or other errors; or any combination thereof. Proof of uploading information or data or entering information at the Site is not considered proof of delivery or receipt. Illegible, duplicate and incomplete Entries will be disqualified. False, fraudulent, or deceptive Entries or acts shall render Entrants ineligible and all associated Entries will be void.
11. **INDEMNITY:** Entrant shall indemnify, defend, and hold harmless SIE and Sponsor and their respective parent companies, each of SIE and Sponsor's advertising agencies, and the officers, directors, employees, and agents of all of the foregoing and the successors and assigns of each of them, from and against actions, claims, damages, liabilities, costs and expenses, including reasonable counsel fees related to (i) Entrant's use of any prize, (ii) the SIE and Sponsor's use of any of the materials submitted by Entrant in connection with this Promotion or (iii) any intentional misconduct or negligence by Entrant in connection with this Promotion.
12. **RELEASES:** As a condition of participating in the Promotion, Entrants release SIE and Sponsor and their parent, subsidiaries, agencies, divisions and affiliates from liability, for loss, harm, damage, injury, cost or expense whatsoever including property damage, personal injury and death that may occur in connection with, preparation for, travel to, or participation in the Promotion, or possession, acceptance or use of prize or participation in any Promotion-related activities and claims based on publicity rights, copyright or trademark infringement, defamation or invasion of privacy and merchandise delivery.

13. **GENERAL CONDITIONS:** Potential winning Entrants are subject to Sponsor's verification. Sponsor's decisions are final and binding in all matters related to the Promotion. Potential winners must comply with the Official Rules, and receipt of prizes is contingent upon fulfilling all requirements. Sponsor is not responsible for technical, hardware or software failures, malfunctions, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmissions or unforeseen schedule changes that may limit an Entrant's ability to participate in the Promotion, even if caused by Sponsor's negligence. Sponsor has the sole discretion to modify, cancel or suspend this Promotion should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Promotion or Sponsor otherwise becomes incapable of running the Promotion as planned. SIE and Sponsor are not responsible for changes to Entrant's contact information. No illegible, incomplete, forged or altered Entries will be accepted. Sponsor has the sole discretion to disqualify Entrants who violate these Official Rules, tamper with the operation of the Promotion or engage in any conduct that is deemed, in Sponsor's sole discretion, to be harassing, detrimental or unfair to Sponsor, the Promotion or any other Entrant. A violation of the terms of any Winner Agreement shall be deemed a violation of the Official Rules.

14. **WINNER LIST:** To obtain a winner list by mail, send a stamped, self-addressed envelope to "PlayStation Emerging Filmmakers Contest", Attn: Ideas United, 200 Arizona Ave NE, Suite 104, Atlanta GA 30307. Sponsor will send requested winner lists within 4-6 weeks after all prizes are awarded. Requests for the winner list must be received by October 30, 2017.

15. **PRIVACY:** By entering this Promotion, each Entrant expressly authorizes the Sponsor and its agents and/or representatives, to store, share, use and disclose the personal information submitted with his/her Entry for the purpose of administering the Promotion. Visit <http://www.iuwemake.com/terms> for Sponsor's Privacy Policy regarding collection, use and disclosure of personal information.

16. **SPONSOR:** Ideas United, LLC 200 Arizona Ave NE, Suite 104, Atlanta GA 30307.