



OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

CONTEST PERIOD/ENTRY DEADLINE: The “2009 Nickelodeon Animation Festival” Contest (“**Contest**”) begins at 12:01 a.m. Eastern Time (“ET”) on July 1, 2009 and ends at 11:59 p.m. ET on September 8, 2009 (“**Contest Period**”). You are responsible for determining the corresponding time zone in your respective locations.

ELIGIBILITY: The Contest is open to individuals who are eighteen (18) years of age or older on or before September 8, 2009, who have agreed to these Rules (individually a “**Participant**”, and collectively “**Participants**”). The Contest is not open to residents of Cuba, Iran, Syria, North Korea, Sudan, Myanmar (Burma), or to other individuals restricted by U.S. export controls and sanctions, and is void in any other nation, state, or province where prohibited or restricted by U.S. or local law. Employees of MTV Networks and all of its respective affiliated, parent, and subsidiary companies (collectively the “**Sponsors**”), and the advertising and promotion agencies, and each of their respective officers, directors, employees, representatives and agents and members of their immediate families (parents, children, siblings, spouses, regardless of where they reside) and members of their households (whether related or not) are ineligible to participate in this Contest. Eligibility will be determined by Sponsors in their sole discretion.

TWO WAYS TO ENTER: Submit your animated short (not to exceed ten (10) minutes in duration) by either (1) visiting www.nick.com/naf and completing an Official Entry Form and Festival Agreement and following the submission guidelines on “How To Enter” online **OR** (2) visit www.nick.com/naf and print out and complete an Official Entry Form and Festival Agreement and mail (regular mail only) the documents along with your animated short to:

Nickelodeon Animation Festival 2009

1515 Broadway 38th floor

New York, NY 10036

The animated short, completed Official Entry Form and signed Festival Agreement shall be referred to herein as the/your “Entry”.

Each Entry must include Participant’s name, Participant’s complete address (street address, city, state and ZIP code), day and evening phone numbers and date of birth. Entries that are lewd, obscene, pornographic or otherwise inappropriate to the Contest will be disqualified at the Sponsors’ sole discretion. Entries submitted whether or not they win the Contest are not guaranteed to be used on air or in any way.

Online Entries must be received no later than 11:59 p.m. on September 8, 2009. Entries sent via regular mail must be sent via regular mail and postmarked by no later than September 8, 2009 and received at the above address no later than September 11, 2009. Entries that are postmarked after such date, or which are received in any manner other than described above, are not eligible and will be disqualified. Entries sent via telefax or overnight mail will not be accepted.

NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of an Entry into the Contest, the awarding of a prize, or anything else in these Official Rules be construed as an offer or contract of employment with either Sponsors or any participating entity. Participant acknowledges that he/she has submitted his/her Entry voluntarily and not in confidence or in trust. Participant acknowledges that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Participant and Sponsor or any other participating entity and that no such relationship is established by your submission of an Entry under these Rules.

GENERAL REQUIREMENTS FOR ENTRIES:

- A. Participant agrees, warrants and represents that the use of the character(s) and/or story submitted in this Contest will not violate the rights of any third parties.
- B. Entries must be in keeping with Sponsors' positive image, as determined by Sponsors in their sole discretion. Any character and/or story containing obscenity, crude language, or descriptions of a violent or sexual nature (as defined solely by the Sponsors) will not be accepted and the associated Entry will be disqualified.
- C. Entries must not include reference to products, copyrighted language or trademarks.
- D. Enter as often as you wish, but each Entry must be a different design and submitted separately. Only complete Entries will be accepted. If an Entry is incomplete or does not comply with the specifications and rules described herein, or if the Entry submitted does not comply with the required specifications, such submission may be disqualified at Sponsors' sole discretion. Sponsors will not verify or acknowledge receipt of Entries except as herein described. Participant should retain a copy of all materials submitted for the Contest.

SELECTION OF THE POTENTIAL WINNERS AND WINNERS: All eligible Entries will be subject to a prescreening panel who will select up to thirty (30) Entries to be judged by a qualified panel of judges (as selected by Sponsors) on or about September 25, 2009. Those Entries that pass the prescreening will be scored from 1 to 5 (5 being the highest) based on the following criteria: 1) originality (50%); 2) use of animation (20%); and 3) creativity (30%) (the "Judging Criteria"). Based on the Judging Criteria, the judges will select the top ten (10) Entries with the highest score from the pool of thirty (30) Entries in accordance with the provisions of these Official Rules.

Grand Jury Judging: Provided that those top ten (10) Participants who submitted the selected Entry are otherwise in compliance with these Official Rules and have fulfilled the conditions set out in these Official Rules, the top ten (10) Entries will then be judged by a Grand Jury panel of Nickelodeon producers using the Judging Criteria and a winner will be selected to receive the Grand Jury Prize. The Grand Jury Prize (1): Winner will receive \$10,000.00.

Producer's Choice and Student Award: Entries from the pool of original thirty (30) will be judged by producers at Nickelodeon using the Judging Criteria and will award the "Producer's Choice" and a "Student Award". The Producers Choice Prize (1): Winner will receive \$5,000.00. The Student Award Prize (1): Winner will receive \$2,000.00.

Viewers Choice Award: Entries from the pool of original thirty (30) will be posted on www.nick.com/naf for judging by those that visit the website. The Entry that receives the most votes will be awarded the Viewer's Choice Award. Viewer's Choice Prize (1): Winner will receive \$5,000.00. The use of any system or agent to submit votes in connection with this Contest is prohibited and will result in disqualification of such Entry if discovered by Sponsors.

Total ARV of all Contest Prizing: \$22,000.00. All winners are subject to verification and qualification. In the event of a tie, the Entry with the highest score in originality as set forth above will be declared the winner.

All prizes are non transferable. All prizes will be considered taxable as income. Substitution of prizes or any portion thereof by winners is prohibited. Sponsors reserve the right in their sole discretion to substitute any prize or portion thereof with a prize of comparable value.

NOTIFICATION: All winners are subject to verification and qualification before being declared an "Official Winner". Potential Winners will be notified by telephone within two (2) to four (4) days of judging. No messages will be left on answering machines or voicemail. If a Potential Winner cannot be reached within two (2) days from the first notification attempt, then such Entry may be disqualified at Sponsors' discretion.

If a Winner resides in the State of California, such Winner agrees to waive any and all right that they or any party claiming by, through or for them have, have had, may now have or hereafter will have under the provision of Section 1542 of the civil Code of the State of California and any similar provision in any other jurisdiction. Section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing a release, which if known by him or her must have materially affected his or her settlement with the debtor."

RELEASES / TAXES: Before a Potential Winner will be deemed an Official Prize Winner, he/she will be required to execute an Affidavit of Eligibility, Assignment of Rights and a Publicity/Liability Release (except where prohibited) ("Affidavit/Release") and any other legal documents that Sponsors may require (including the Festival Agreement and a W9 form). The Affidavit/Release and other documents must be returned by the date noted on the form. If such documents are not returned within that time, or if a Potential Winner is found to be ineligible, or if a Potential Winner does not comply with the Official Rules, such Entry and Potential Winner will be disqualified. If the prize or prize notification is returned as undeliverable, such Entry and Potential Winner will be subject to disqualification. In the event the Potential Winner is disqualified for any reason under the provisions of these Official Rules, the Entry with the next highest score will be awarded such prize. All federal, state or other tax liabilities (including income taxes) arising from the Prize awarded in this Contest will be solely the responsibility of the Participant.

USE / OWNERSHIP: Sponsors and their designees may use, copy, publish, and publicly display all elements of such Entry (including but not limited to the contestant's name, address [city and state], biographical information, statements, voice, photograph and other likeness) in whole or in part, in any and all media either now known or not currently known, in perpetuity throughout the universe for all purposes (including but not limited to promotional and marketing purposes, and for advertising, publicizing and promoting the Sponsors' products, and for use in connection with displays of quotes from the contestant's characters and story of the contestant), without notification and without compensation of any kind to contestant or any third party. The Sponsors reserve all rights, including without limitation, the right to reproduce, alter, amend, edit, publish, modify, crop and use each Entry in connection with commercials,

advertisements and promotions related to the Sponsors, the sale of Sponsors' products, the Contest and any other contests sponsored by Sponsors, in any and all media, now or hereafter known, including but not limited to, all forms of television distribution, theatrical advertisements, radio, the Internet, newspapers, magazines and billboards. Participants recognize that other persons, including but not limited to Sponsors' employees may have submitted to us or to others or made public, or may hereafter originate and submit or make public, similar or identical material which we shall have the right to use, and you understand that Participant will not be entitled to any compensation because of Sponsors' use of such other similar or identical material.

CONTEST CONDITIONS: This Contest is subject solely to the applicable federal, state and local laws of the United States. By participating, Participants agree that only the laws of the United States shall be applicable to this Contest and their participation in this Contest. By participating, each Participant agrees: (i) to be bound by these Official Rules and the decisions of the Judges and Sponsors, and to waive any right to claim ambiguity in this Contest or these Official Rules, and (ii) to release, discharge, indemnify and hold harmless the Sponsors, and their respective officers, directors, employees, shareholders, representatives and agents (collectively, the "Released Parties"), from and against any and all claims, damages or liabilities due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest, including any claims relating to use, misappropriation or disclosure of the Entry as described herein. All decisions of the judges and Sponsors are final in all matters relating to this Contest.

LIMITATIONS OF LIABILITY:

Released Parties are not responsible for any claims, damages, lawsuits, causes of action, proceedings, or liability due to any injuries, theft, damages, expenses, costs, or losses to any person (including death) or property of any kind resulting from, arising from, or in connection with, in whole or in part, directly or indirectly, from a) acceptance, receipt, possession, defects in, misuse, inability to use, or use of any prize element contained in the Prizes or the Contest and any elements thereof, and the participation or inability to participate in any Contest-related activity or participation in this Contest, b) any malfunction of the entry website, c) any error in the collection or retention of entry information, d) any typographical or other error in the printing, offering or announcement of any prize, e) any change in the prizing (or any components thereof), business or creative considerations, due to reasons beyond Sponsors' control of the Sponsors, or as otherwise permitted in these Official Rules, f) any interruptions in or postponement, cancellation, or modification of the Contest, g) incorrect or inaccurate transcription, receipt or transmission of any part of the Entry, h) any wrongful, negligent, or unauthorized act or omission on the part of any of the Sponsors, or any of their agents or employees, i) lost, late, stolen, misdirected, incomplete, garbled, damaged or destroyed Entries and/or prizing (or any element thereof), j) the collection, use and/or sharing of Participant's personally identifiable information by Sponsors or its designees and the violation of any privacy, personal, publicity or proprietary rights. The Winner hereby acknowledges that the Released Parties have made nor are in any manner responsible or liable for any express or implied warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or any component thereof. Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participating in this Contest or use or redemption of any prize. In the event a Potential Winner or Winner is disqualified for any reason under the provisions of these Official Rules, any and all rights to any prize will be forfeited in its entirety.

Released Parties are not responsible for (a) any problems or technical malfunctions, human error, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network (TSP), computer online systems (ISP), servers or providers, computer

equipment, software, failure of entrants on account of technical problems or traffic congestion on the internet or at any website or any combination thereof, including injury or damage to participants or to any other person's computer(s) related to or resulting from participating or downloading materials contained in this Contest, (b) communication disruption or other forces beyond their reasonable control, including inability to access any website, the Contest, the Contest's website or any other Contest-related web pages, or any online service via the Internet due to hardware or software compatibility problems submit an entry or other disruption related to internet traffic, virus, bug or any unauthorized intervention whether or not caused by any action(s), regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity(ies), equipment failure, including overloading of the Website due to excessive use, threatened terrorist act(s), terrorist act(s), air raid(s), blackout(s), act(s) of public enemy, earthquake(s), war(s) (declared or undeclared), fire(s), flood(s), epidemic(s), explosion(s), unusually severe weather, hurricane(s), embargo(s), labor dispute(s) or strike(s) (whether legal or illegal), labor or material shortage(s), transportation interruption(s) of any kind, work slow-down(s), civil disturbance(s), insurrection(s), riot(s), or any other similar or dissimilar cause(s) beyond Released Parties' sole and reasonable control, (c) injury or damage to persons or property including, but not limited to Participant's (or any third person's) computer or its contents, caused directly or indirectly, in whole or in part from any Participant's participation in the Contest or receipt or use of any portion of the Prize or by computer virus or otherwise resulting to any computers from Participant's access to the Contest's website or entry into the Contest, (d) printing or other errors appearing in the rules or other Contest materials.

Sponsors reserve the right in their sole discretion to disqualify any individual that Sponsors find to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law.

Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

PARTICIPANTS FURTHER AGREE THAT IN ANY CAUSE OF ACTION, THE SPONSORS' LIABILITY WILL BE LIMITED TO THE COST OF ENTERING AND PARTICIPATING IN THE CONTEST, AND IN NO EVENT SHALL THE SPONSOR BE LIABLE FOR ATTORNEYS' FEES AND/OR EXPERTS' FEES AND COSTS. ENTRANTS WAIVE THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES.

RULES / WINNER INFORMATION: To receive an additional copy of these Official Rules or a list of the winners, send a self-addressed, stamped envelope, to be received by September 30, 2009, to: "2009 Nickelodeon Animation Festival" 1515 Broadway, 38th Floor, New York, NY 10036. Please specify "Rules" or "Winner Information." You may also view the Official Rules at www.nicktoonsnetwork.com/naf.

SPONSORS: MTV Networks, 1515 Broadway, New York, NY 10036