



NICKELODEON ANIMATION FESTIVAL 2009 ENTRY AGREEMENT

Entrants must complete, print and sign the Festival Agreement. Upon entering online, please fax or mail the completed Festival Agreement Form to:

Nickelodeon Animation Festival 2009
1515 Broadway, 38th Floor,
New York, NY 10036
Fax: (212) 846-1988

FESTIVAL AGREEMENT

DATED as of: July 1, 2009 (the "Effective Date")

New Games Productions Inc.
1515 Broadway
New York, NY 10036

The following is the Festival Agreement (the "Agreement") between New Games Productions Inc. ("NGPI") and,

Name: _____
("Producer")

Address: _____

Title of Short Film: _____ (the "Program")

Running Time: _____

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Producer grants to NGPI the rights and assumes the obligations set forth below:

GRANT OF RIGHTS: Producer hereby grants NGPI the non-exclusive, sub-licensable, unrestricted and irrevocable right, but not the obligation, in the Territory and during the License Period to exhibit, broadcast, publish, copy, display and distribute the Program in whole or in part, via any and all media now known or hereafter devised.

LICENSE PERIOD: The License Period shall commence as of the Effective Date and expire five (5) years after the initial public exhibition of the Program (the "License Period").

TERRITORY: Worldwide.

DELIVERY: Between July 1, 2009 and September 8, 2009, Producer shall deliver digital short in the NTSC format in the specifications set forth in the Nickelodeon Animation Festival rules, including separate sound tracks (if available) and full credits for the Program to Nickelodeon Animation Festival 2009, 1515 Broadway, 38th Floor, New York, NY 10036. If requested, Producer shall also deliver, in a timely fashion, to NGPI all promotional and other materials for the Program, including such things as stills, transparencies, posters, prints, cast and crew photos, biographies, press books, reviews, etc. If Producer has E&O insurance for the Program, Producer shall name NGPI as an additional insured on such policy. If the Program is copyrighted, Producer shall provide a copy of such registration to NGPI. All materials supplied by Producer hereunder shall either be returned to Producer or destroyed at the end of the License Period. NGPI shall have no liability for lost or misdirected materials.

CREDITS, EDITING, ADVERTISING AND PROMOTION: NGPI and its licensees shall be entitled to edit and delete credits on the Program and shall be entitled to edit and dub the Program for any necessary purpose, including standards and practices, time, content, commercials, etc., and shall be entitled to dub and/or subtitle the Program into all languages. NGPI shall also be entitled to combine the Program with other programs and retitle the Program or the collection of other programs within which the Program appears. NGPI shall have the right and may grant to others the right to use up the Program (and/or any portion thereof) and/or the name, likeness and biography of any person who participated in the Program for advertising and promotion of the Program and or the festival, NGPI and its licensees in any manner in all media.

REPRESENTATIONS & WARRANTIES: Producer represents and warrants to NGPI that the Program is wholly original to Producer and that it has the right to enter into this Agreement and to grant to NGPI the rights granted herein. Producer further represents and warrants that the Program does not and will not violate or infringe upon the rights of any third party whatsoever and that there are no union or guild or music requirements or licenses or residuals that are applicable to the Program and its exhibition and distribution hereunder. Producer acknowledges that NGPI is in the business of developing and acquiring programs and that NGPI will or may develop or acquire programs similar to the Program and that as a pre-condition of consideration of the Program by NGPI Producer hereby waives any and all claims relating to any such similar program developed or acquired by NGPI. Producer further represents that he/she is at least eighteen (18) years old as of the Effective Date.

INDEMNIFICATION: Producer shall indemnify and hold NGPI, its parents, affiliates, successors, assigns, licensees, distributors and their officers, directors, representatives and employees harmless from any and all threats or claims of any kind or nature arising out of the Program and/or any breach of any of the representations made by Producer. Producer further agrees that its sole remedy for any breach of this Agreement is an action for money damages and that Producer is not entitled to injunctive relief. Nothing herein shall obligate NGPI to exploit or exercise any of the rights granted to it.

MISCELLANEOUS: This Agreement shall be governed by the laws of the State of New York and venue and jurisdiction shall rest solely in the courts of such State. This Agreement cannot be modified except by a writing signed by both parties. This Agreement reflects the full and complete understanding of both parties and supercedes all prior agreements. This Agreement (in

whole or in part) may be freely assigned by NGPI. Nothing herein shall be deemed to obligate NGPI to exercise any of the rights granted hereunder. The person signing this Agreement is a representative of NGPI and has no personal liability hereunder. If the above accurately reflects our understanding, please sign in the space set forth below. Upon counter-execution by NGPI this shall become our binding agreement.

AGREED TO AND ACCEPTED:

Producer

New Games Productions Inc.

(Signature)

By: _____