

The I Love New York Short Film Competition

Official Rules

Travel Prizes include round trip coach airfare from the airport nearest Winner's residence and from which JetBlue regularly flies, to the designated location to which Jet Blue regularly flies. Additional travel costs other than specifically stated herein are the sole responsibility of Winner. Sponsors reserve the right, at their discretion, to substitute coach train, bus, and/or hired car travel for air transport, as appropriate, for Winners residing in reasonable proximity to designated prize location.

1. How to Enter.

The I Love New York Short Film Competition ("Contest") is looking for innovative video interpretations of what you love about New York! To enter a video in the Contest, log on to <http://www.metacafe.com/iloveny> ("Web Site") during the Contest Entry Period (defined below), click on the "Upload Your Video" link to go to the Contest's upload page and follow the instructions. If Entrant is not an existing Metacafe.com user, he/she will be required to create a free account with Metacafe.com and agree to the Metacafe Terms of Use, located at www.metacafe.com/usage_rules, and the Metacafe Privacy Policy, located at <http://www.metacafe.com/privacy/>. Once registered with Metacafe.com, Entrant must click the "Official Rules" link from the Web Site, review these Official Rules and, if in agreement check the box indicating "I Accept these Rules & Regulations", complete the required registration fields (First Name, Last Name, Street, City, State, Postal/Zip, Phone Number, email address, Date of Birth and Gender) and click "Submit." Each Entrant under 19 years of age who has not reached the age of majority in his or her home state by the date of entry must check a box indicating that he/she is a minor and submit a Parental Release Form before entering, as described in Section 5 below.

For each video entered (including all entry information provided thereto, hereafter, each video entry submission will be referred to as a "Video Submission"), the Entrant must specify which one (1) of the following six (6) New York regions (each, a "Region," and collectively, the "Regions" (or multiple regions), is depicted in the Video Submission. Please note that an Entrant must pick "Statewide" if the Video Submission is shot in more than one region:

- i. **Western Region** (Allegany, Cattaraugus, Chatauqua, Orleans, Genesee, Wyoming, Niagara, Erie Counties)
- ii. **Central Region** (Schoharie, Montgomery, Otsego, Oneida, Madison, Chenango, Broome Counties, Onondaga, Cortland, Cayuga, Tompkins, Tioga, Wayne, Seneca, Schuyler, Chemung, Monroe, Ontario, Yates, Livingston, Steuben Counties)
- iii. **Northeast Region** (Albany, Rensselaer, Schenectady, Saratoga, Washington, Warren, Fulton, Herkimer, Lewis, Hamilton, Essex, Franklin, Clinton, St. Lawrence, Jefferson, Oswego Counties)
- iv. **Southeast Region** (Westchester, Rockland, Orange, Putnam, Dutchess, Columbia, Sullivan, Ulster, Greene, Delaware Counties)
- v. **Long Island Region** (Suffolk, Nassau Counties)
- vi. **New York City** (New York, Queens, Bronx, Kings, Richmond Counties)
- vii. **Statewide** (More than one region)

Next, Entrant must check the applicable box next to each prizing category in which he/she would like his/her Video Submission to be entered and for which he/she is also eligible for entering, including any or all of the following:

- **New York Wonders** (any film shot entirely within one of the six regions of New York as defined above – no Statewide Video Submissions eligible);
- **Student Filmmaker** (any film created by a student enrolled part or full time in an accredited undergraduate or graduate institution of higher learning within New York State; and/or
- **Young Filmmaker of Distinction** (any filmmaker 18 years of age and under by the date of entry).

After Entrant has successfully entered this information, he/she must click "Upload Your Video" and follow the instructions to upload the Video Submission.

Entrants may be required to provide proof of eligibility via upload, email or mail (e.g. for school enrollment) at Sponsors' sole discretion and request.

2. Video Submission Specifications:

In order to be eligible, each Video Submission must comply with the Official Rules, including the following:

- Each Video Submission must be approximately :60 seconds (a Video Submission slightly more or less than 60 seconds may be accepted upon the discretion of the Sponsor)
- Each Video Submission must be shot entirely in New York State
- Files must be a maximum of 100 MB and be in one of the following file formats: MPEG, MPG, MPE, AVI, WMV, WMF, ASF, M1V, DIVX, MOV, MP4, FLV, 3GP, RM, RMVB, RV, RAM and MKV
- Submissions must be in English or with English subtitles
- Each Video Submission must include as an opening credit the name, address, contact number, email and/or mailing address of the Entrant and the categories for which the Video Submission is being entered. The opening screen will not count in the :60 second time allocation.
- Entrants may be required to provide proof of eligibility for any category entered.

Video Submissions which do not reasonably correspond to the theme of "Show us what You Love about New York State" may be disqualified. Sponsor reserves the right to cancel or modify this Contest, or not publish any Video Submission, in the event an insufficient number of entries are received that meet the eligibility requirements.

3. Conditions of Submission.

Entering a Video Submission constitutes the Entrant's consent to irrevocably assign and transfer to the Sponsors any and all rights, title and interest in and to the Video Submission, including but not limited to all intellectual property rights. Each Entrant agrees and acknowledges that Sponsors may use, publish, display, adapt, edit and/or modify any Video Submission in any way, in whole or in part, including without limitation, in commerce for advertising and publicity purposes, in any and all media now known or hereafter developed (including without limitation on Sponsors' and their partners' websites), worldwide, without limitation or compensation to the Entrant, and without right of notice, review or approval.

Additionally, Entrant warrants and represents the following with respect to his/her Video Submission: (a) Entrant is the sole and exclusive owner of the Video Submission; (b) the Video Submission and any elements appearing therein, including without limitation music, audio, speech/voiceovers, stills, video, supers, or other audiovisual materials used, are 100% original, created and performed by Entrant or in the public domain; (c) the Video Submission will not infringe on any intellectual property, publicity, personal or other legal or moral right of any third party; and (d) any third parties appearing in the Video Submission have granted Entrant the appropriate consent to use his/her likeness as contemplated by these Official Rules and that by submitting any Video Submission that contains the image or likeness of any person other than Entrant, Entrant hereby represents and warrants that Entrant has obtained and shall provide such written permission to the Sponsors upon request. Sample releases are provided at www.metacafe.com/iloveny.

Video Submissions may not contain depictions of other third party artistic works, copyrights, trademarks/trade names, logos, or similar brand identifying marks, or that otherwise depict illegal, dangerous or unsafe activity, or activity that is obscene or inappropriate (including, without limitation, by including a negative image of New York State).

4. Start/End Dates.

Contest begins at **12:01 AM** Eastern Time on Sunday, **June 1, 2008** and ends at 11:59PM Eastern Time on Tuesday, **July 15, 2008** ("Contest Period").

5. Eligibility.

Participation open only to legal residents of the fifty United States (except for residents of Arizona, Connecticut, Maryland, North Dakota, or Vermont) or the District of Columbia who are at least 14 years old by date of entry; provided that each potential Entrant between the ages of 14 and 19, who has not yet reached the age of majority in his or her home state, may only enter the contest upon receipt of such a signed Release by such Entrant's parent/legal guardian. Parental Release forms are available for download starting June 1, 2008 at www.metacafe.com/iloveny and must be completed by a parent or guardian. Completed parental release forms must be either 1) emailed to ILoveNY@cegnyc.com, 2) faxed to 212-426-7002 attention I Love New York Short Film Competition or 3) mailed to I Love NY Short Film Competition, 450 Park Avenue South, 5th Floor, New York, NY 10016. Completed parental consent forms sent via email or fax must be received by the Sponsors by 11:59 PM on Tuesday, July 15, 2008, and those sent by mail must be postmarked by 11:59 PM on Tuesday July 15, 2008 and received by Sponsors by 11:59 P.M. on Friday, July 18, 2008.

This Contest is void in Arizona, Connecticut, Maryland, North Dakota, and Vermont, outside of the remaining states of the United States and outside of the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers & directors of the New York State Department of Economic Development, Empire State Development Corporation and The Governor's Office for Motion Picture and Television Development ("Sponsors") and, as applicable, each of their affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of Contest materials, Contest judges and agencies involved in the administration, development, fulfillment and execution of this Contest and each of their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) are not eligible to enter. All federal, state and local laws and regulations apply.

Each Entrant must have a valid email address. Limit ten (10) Video Submissions per person/email address. No automated entry devices and/or programs permitted. All Video Submissions become the sole and exclusive property of the Sponsor and receipt of entries may not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed Video Submissions are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

6. Judging/Judging Criteria.

PRE-SCREENING ROUND

All Video Submissions will be first pre-screened by a panel developed by the Sponsor that has appropriate knowledge and experience to apply the judging criteria (the "Pre-Screening Judges"). Video Submissions will be pre-screened based on the following equally-weighted judging criteria (the "Judging Criteria"): (a) ability to communicate the beauty, diversity, and/or geography of New York State through video; (b) effectively showcasing unique features and off-the-beaten path places of interest in NY; and (c) general originality, creativity, and overall impression. In the event of a tie between two or more Video Submissions to go on to the Finalist Round or to win a New York Wonders Prize, all such tied Video Submissions will be judged by an additional pre-screening Judge selected by Sponsor, who, using the judging criteria, will break the tie.

The highest scoring Video Submission in each of the six (6) Regional categories will each be declared a **New York Wonder Winner**, subject to eligibility restrictions set forth herein. The six (6) New York Wonder Winners' Video Submissions will also be entered as six of the fifteen Grand Prize Finalists (see below).

Finalists for each other prize category will be selected as follows:

The fifteen (15) Grand Prize Finalists will include the nine (9) highest scoring Video Submissions, as well as the six (6) New York Wonders Winners, subject to the category's eligibility requirements set forth herein.

The ten (10) Student Filmmaker Finalists will include the ten (10) top scoring Video Submissions, subject to the category's eligibility requirements set forth herein.

The five (5) Young Filmmaker Finalists will include the five (5) top scoring Video Submissions, subject to the category's eligibility requirements set forth herein.

FINALIST ROUND

Each of the Finalists set forth in the Pre-Screening Round will then be re-judged according to the Judging Criteria set forth above, by a panel of "Distinguished Judges" (the "Pre-screening Judges" and "Distinguished Judges", collectively, are the "Judges") - made up of professionals in the arts, entertainment, film, and media industries, who will each have the appropriate knowledge and experience to apply the Judging Criteria. The highest scoring eligible Video Submission in each of the Grand Prize, Student Filmmaker and Young Filmmaker categories will be deemed the Winner of its respective category. In the event of

a tie, the Sponsor will appoint a judge who has the appropriate knowledge and experience to apply the judging criteria to break the tie.

Additionally, all fifteen (15) Grand Prize Finalists will be eligible for the **Viewer's Choice Award**, which will be selected by an online vote, to be hosted on NYPost.com, beginning on or after August 1, 2008 through August 31, 2008, in which online voters are instructed to select the one (1) Video Submission out of the fifteen (15) posted Grand Prize Finalists that best meets the Judging Criteria as set forth above. The eligible Video Submission with the highest on line voting score will be awarded the Viewer's Choice Award. Online voters may be required to register with NYPost.com. In the event of a tie the Sponsors will appoint a judge that has the appropriate knowledge and experience to apply the judging criteria to break the tie.

By entering the Contest, each Entrant fully and unconditionally agrees to be bound by these Official Rules and the decisions of the Judges, which will be final and binding in all matters relating to the Contest. All Judges reserve the right, in their sole and absolute discretion, to disqualify any Video Submission that is inappropriate for any reason, including without limitation, for depicting or mentioning sex, violence, drugs, alcohol and/or inappropriate language.

7. Prizes.

Prize Level	Eligible Entrants	Prize	Approximate Retail Value (ARV)	No. of Prizes to be Awarded	Total ARV
<i>Grand Prize</i>	<i>All Entrants</i>	<i>Sony Professional HD Camcorder with assorted accessories</i>	\$3,700	1	\$6,600
		<i>Scholarship to attend a filmmaking workshop</i>	\$1,500 tuition		
		<i>Round-trip tickets for winner and guest on JetBlue to attend workshop</i>	\$1,400		
<i>Student Filmmaker</i>	<i>Entrants (Persons enrolled in an accredited undergraduate or graduate institution in New York State)</i>	<i>Mentorship experience with Doug Liman</i>	\$100	1	\$1,625
		<i>Sony HD Camcorder with assorted accessories</i>	\$1,500		
		<i>Film Screening with NY Post Film Critic</i>	\$25		
<i>Young Filmmaker Distinction</i>	<i>Entrants between 14 and 18 at time of entry</i>	<i>Sony HD Camcorder with assorted accessories</i>	\$1,500	1	\$1,500

Viewer's Choice	All Entrants	Getaway Weekend to a NYS Film Festival in 2009, to include two (2) nights double occupancy standard hotel room, entry for two (2) persons to festival and one (1) dinner up to \$75 dollars	\$625	1	\$3,525
		Sony HD Camcorder with assorted accessories)	\$1,500		
		One pair of round-trip tickets on JetBlue from major hub city in the United States to closest airport near festival site serviced by JetBlue	\$1,400		
NY Wonders	All Entrants	Getaway Weekend to a NYS Film Festival in 2009, to include two (2) nights double occupancy standard hotel room, entry for two (2) persons to festival and one (1) dinner up to \$75 dollars	\$625	6 (One Winner per Region)	\$2,025
		One pair of round-trip tickets on JetBlue from major hub city in the United States to closest airport near festival site serviced by JetBlue	\$1,400		

All travel prizes are for Winner and one (1) guest. Winner's guest must be 18 years of age or older and have reached the age of majority in his or her home state, unless the Winner is the parent/legal guardian of the guest. If any Winner is considered a minor in his/her jurisdiction of residence, such Winner must travel with his or her legal guardian or parent. Guest may be required to sign and return Release of Publicity/Liability as directed by Sponsors, where legal. **Travel includes round trip coach airfare from the airport nearest Winner's residence and which JetBlue regularly flies from, to the airport nearest the designated Prize location to which Jet Blue regularly flies, as well as one (1) standard double occupancy hotel room accommodation for stated number of nights.** Sponsors reserve the right, at their discretion, to substitute coach train, bus, and/or hired car travel for air transport, as appropriate, for Winners residing in reasonable proximity to Prize location. Trips must occur on dates specified or must be completed by stated date, as applicable. Any designated travel dates are subject to change. Winner and guest must travel on the same itinerary. All travel arrangements and itinerary are at Sponsors' discretion. **All travel expenses not specifically listed here (including, but not exclusively, mentorship experience with Doug Liman, Film Screening with New York Post Film Critic, ground transportation during weekend getaways) are Winner's responsibility.** All Jet Blue travel prizes are subject to Jet Blue's travel restrictions located at www.jetblue.com. Scholarship

Prize does not include room and board. All living arrangements in connection with the scholarship award are the sole responsibility of Winner.

All Prizes are non-transferable. No substitutions or cash redemptions, except that Sponsors reserve the right to substitute prize of equal or greater value. All federal, state, and local taxes and all other costs associated with the acceptance and/or use of the prize, not specified herein, are the sole responsibility of the each Winner. Arrangements for prize delivery will be performed after Winner validation. In the event that there are fewer eligible entries than the number of prizes available, the balance of the remaining prizes will not be awarded.

8. Notification.

Finalists and Winners will be notified by mail and will be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within five (5) days of Finalist and/or prize notification, as applicable. Additionally, before receipt of Finalist status and/or prize or at any time after entry at the discretion of the Sponsors, Entrants, potential Finalists and Winners may be required to provide releases from any and all third parties appearing in their respective Video Submissions and/or any third party rights holder to content contained therein, to the Sponsors. If any potential Finalist or Winner is considered a minor in his/her jurisdiction of residence, Affidavit of Eligibility, Liability/Publicity and rights transfer document must be signed by his/her parent or legal guardian. If any potential Finalist or Winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or Finalist/prize notification is returned as undeliverable, if any potential Finalist or Winner rejects his/her Finalist status or prize, as applicable, or in the event of noncompliance with these Official Rules, such Finalist status and/or prize, as applicable, will be forfeited and may be awarded to the Video Submission with the next highest score.

9. Conditions.

Sponsors shall not be liable or responsible in the event any Video Submission is not used for any reason. Video Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Contest and acceptance of prize constitutes each Winner's permission for Sponsors to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Video Submission and/or any statements made by each Winner regarding the Contest or Sponsors for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, each Entrant and Winner agrees to release and hold harmless Sponsor, its advertising and promotion agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Sponsor Releasees"), as applicable, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death (collectively, "Losses"), which may occur in connection with, (i) preparation for, travel to, or participation in Contest, (ii) possession, acceptance and/or use or misuse of prize; and (iii) participation in any Contest-related activity. Entrants further agree to release and hold harmless Sponsor Releasees from any Losses arising out of Sponsors' use of the Video Submission, including without limitation any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action thereto. Entrants who

do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified.

10. Additional Terms.

Any attempted form of entry other than as set forth in Section 1 above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Sponsors, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions that may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsors reserve the right, in their sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsors will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsors. Sponsors reserve the right, at their sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Sponsors may prohibit an entrant from participating in the Contest or winning a prize if, in Sponsors' sole discretion, they determine that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Sponsors' representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

11. Use of Data.

Sponsors will be collecting personal data about Entrants online, in accordance with the following privacy policy, which Entrant's must review and accept: <http://www.iloveny.com/TermsConditions.aspx>. By participating in the Contest, Entrants hereby agree to Sponsors' collection and usage of their personal information and acknowledge that they have read and accepted Sponsors' privacy policy. By entering this Contest, Entrant must also agree to the metacafe.com privacy policy, located at www.metacafe.com/privacy.

12. List of Winners.

To obtain a list of winners, send a self-addressed, stamped envelope between October 1, 2008 and October 15, 2008 to: **I Love New York Short Film Competition, Attn: Winner's List Request, 450 Park Avenue South, 5th Floor, New York, NY 10016.**

13. Sponsors.

New York State Department of Economic Development, 30 South Pearl Street, Albany, NY 12245; Empire State Development Corporation, 633 Third Avenue, New York, NY 10017.