

METAFFEST OFFICIAL RULES

Void Where Restricted or Prohibited by Law

Eligibility

The Festival is open only to people who are 13 years of age or older at the time of entry. Employees of Metacafe, Inc. ("Metacafe"), Microcinema International, and their affiliates (the "Organizers"), as well as the immediate family members (spouse, parents, siblings and children) of those persons, are not eligible to enter the Festival.

If you have not reached the legal age of majority in your jurisdiction of residence at time of entry, you must have your parent's or legal guardian's knowledge and consent to enter a film in the Festival. In that case, you may not use the online submit process. Contact us instead at metafest@metacafe.com.

Individuals in states, provinces, or countries which tax, restrict or prohibit participation in an event such as the Festival are not eligible to participate. It is your responsibility to ensure that your participation in this event does not violate any applicable laws. The Festival 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.

Submission Requirements

Length:

Your film, including titles and credits, cannot be longer than ten (10) minutes.

Subject Matter:

Submissions that are narrative, humorous, artistic, dramatic, animated, documentary, mockumentary, music, experimental, alternative or avant-garde in any genre, format or style. We are not interested in "caught on camera" bloopers, how-to videos or works that are inappropriate for or uninteresting to a large and diverse audience.

Appropriate for our Audience:

Your film must be appropriate for audiences 13 and over. This means that it must not contain excessive or realistic violence, more than brief nudity, sexual content, and repeated use of expletives or themes that are adult in nature.

Language:

Your film may be in any language but must have subtitles in English.

Rights and Clearance

You must be the producer of the film and it must contain only original work. You must have all necessary rights and permissions from every person who appears in the film, whose work or intellectual property appears in the film (text, dialogue, music, images) or who was otherwise involved in the creation of the film. There must be no obligation on the part of the Organizers to pay any license fee, royalty, guild payment or other payment to any person. You are solely responsible for compensating any person who was in any way involved in the creation of the film. No Illegal Content. Your film must not be libelous or defamatory and must not contain hateful speech or speech that would be considered offensive to any group. It must not depict or encourage illegal activities. It must not violate the rights of any person, including copyright, trademark, right of publicity or right to privacy. It must not include, phone numbers, personal addresses-physical or email or other personally identifiable information.

The Organizers have sole discretion in determining whether a film meets these criteria. All entries that do not meet these requirements will not be eligible for the Festival. The Organizers may request additional documentation to determine whether a film complies with these Official Rules.

Submission Process and Deadline

There are two ways that you can submit your film.

Online Submission

You can complete the online application and upload your film at www.metacafe.com/metafest or submit at www.withoutabox.com/metafest.

NOTE: uploading a film does not guarantee that it will be accepted. In order to be accepted, it must fully comply with these Official Rules.

Physical Submission. You can mail a DVD along with a completed application to:

Metafest Submissions

Microcinema International

1636 Bush Street, Suite 2

San Francisco, CA 94109

Deadline

To be eligible for the festival, films must be uploaded to one of the designated websites or received (not postmarked!) by Microcinema with a duly completed application no later than 11:49 p.m. on September 10, 2008.

Format

You can submit your film in any of the following formats: Online Submissions: MPEG, MPG, MPE, AVI, WMV, WMF, ASF, M1V, DIVX, MOV, MP4, FLV, 3GP, RM, RMVB, RV, RAM and MKV

Physical Submissions: DVD, DVD data file, or VHS

Grant of License

By submitting your film to the Festival, you grant to the Organizers a worldwide, non-exclusive, royalty-free license to exhibit, broadcast, and publicly perform the film and/or any portions or excerpts thereof (a) on www.metacafe.com and www.microcinema.com, including through any application, embeddable player or widget controlled by the Organizers; (b) at all Festival events, including public and private screenings and award ceremonies; (c) with respect to excerpts, in any and all media as part of promotional or advertising materials for the Festival or for the general business of the Organizers. The license set forth in (a) above will run through March 31, 2009, following which date you can cause the video to be removed from the websites by sending an email to customersupport@metacafe.com with your name, the title of the video and the URL at which the video appears on www.metacafe.com and www.microcinema.com.

Judging Process

There will be three different judging processes resulting in three different prizes: the Grand Prize, the Online Audience-Choice Award, the Offline Audience-Choice Award. In addition, each film selected for screening at the Metafest Offline events will receive an Honorarium as described below. Microcinema will make a first cut of films from all eligible submissions based on their compliance with these Official Rules and their consistency with the Jury Judging Criteria set forth below (the "First Cut Films").

The Organizers reserve the right to extend the judging periods, to reduce the number of films submitted for judging or not to award the prizes if they determine, in their sole discretion, that entries received did not meet the qualification standards based on the judging criteria. Grand Prize

Microcinema and Metacafe will empanel a jury of individuals selected for their experience in the industry and objectivity. The jury will select one Grand Prize winner from among the First Cut Films.

Jury judging will be based on the following factors (the "Jury Judging Criteria").

Engaging storytelling – the film immediately engages users (25%)

Innovative presentation – the film uses technology in a creative way and has quality production values (25%)

Creative expression – (25%)

Bridging online and offline entertainment – the film bridges the worlds of online and offline entertainment in a unique and compelling way (25%)

The Grand Prize consists of \$5,000 in cash. In addition, the film receiving the Grand Prize will be featured prominently on the Metacafe home page for ten days (as selected by Metacafe).

Online Audience-Choice Award

The First Cut Films will be available for users to rank on www.metacafe.com/metafest from 12:00 a.m. on Wednesday, October 8, 2008 to 11:59 on Friday, October 31, 2008. The film receiving the highest overall ranking from the online audience will receive the Audience Grand Prize, which consists of \$1,000 in cash and DVD selections from the Microcinema DVD catalog worth \$250. In addition, the film receiving the Online Audience-Choice Award will be featured on the Metacafe home page for ten days (as selected by Metacafe).

In the unlikely event of a statistical tie, Microcinema will select the winner from the tied videos based on the Judging Criteria.

Offline Audience-Choice Award

Microcinema will make a selection of up films from the First Cut Videos with a combined running time of 60 to 70 minutes based on the Judging Criteria for screening at the Festival Main Event [[hyperlink to description](#)]. These films, together with the Jury Grand Prize and Online Audience-Choice winners, will be shown at the Festival Main Event and the members of the audience will be given the opportunity to vote for their favorite film. The film receiving the most votes will receive the Offline Audience-Choice Award, which consists of \$1,000 in cash and DVD selections from the Microcinema DVD catalog worth \$250. In addition, the film receiving the Online Audience Award will be featured on the Metacafe home page for ten days (as selected by Metacafe).

In the unlikely event of a tie, Microcinema and Metacafe will choose the winner from the tied videos based on the Judging Criteria.

Honorarium Pool

Microcinema will make a selection of films with a combined running time of 60 to 70 minutes from the First Cut Videos based on the Judging Criteria for screening at the Festival Offline Events. The submitter of each selected film will receive an Honorarium of \$50 in cash.

Winner Notification

The winners of the Grand Prize, the Online Audience-Choice Award and Honoraria will be notified via email on or about September 26, 2008. Winners will be announced to the public at the Festival Main Event on October 23, 2008. Offline Audience Award Winners will be required to keep the fact that they have won confidential until the public announcement of the winners.

The winner of the Offline Audience-Choice Award will be notified by email as soon as practicable following the Main Event.

A winner will be disqualified if (a) the winner does not respond within 10 days to an email notification email sent by the Organizers, (b) he/she is found to be ineligible, (c) he/she cannot or does not comply with these Official Rules, (d) he/she does not return the Affidavit/Release, if applicable, described below (if requested by the Organizers) or (e) the prize or prize notification is returned as undeliverable. If a winner is disqualified, the film receiving the next highest score or ranking will be declared the winner.

No substitution, transfer or cash equivalent of a prize or any portion thereof is permitted, except by Organizers, in which case a prize of equal or greater value may be awarded.

Affidavit of Eligibility

If requested by the Organizers each potential winner will be required to complete an Affidavit of Eligibility and Release (together, the "Affidavit/Release)" which will include, among other things, (a) representations regarding your eligibility to participate in the Festival and the film's compliance with the requirements of these Official Rules, (b) confirmation of your acceptance and agreement to be bound by these Official Rules, and (c) permission of the Organizers to use your name, likeness, image and other attributes for promotional purposes as described in "Promotional Rights." If you have not reached the age of majority in your jurisdiction or residence

at the time of entry, your Affidavit of Eligibility must also be signed by your parent or legal guardian. The Affidavit/Release must be signed and returned by the potential winner within five (5) days of receipt or else the potential winner may be disqualified and an alternate potential winner may be selected at the Organizers' sole discretion.

Taxes

All taxes on the prizes (if any) are the sole responsibility of the Winner. You may also be required to provide your social security number on a Form W-9 in order to be eligible to receive any prize having a value of \$600 or greater or, if required by any jurisdiction, any lesser amount. If you are not a resident of the U.S., you may be required to provide additional documentation regarding with the withholding of taxes from your prize, and the Organizers are entitled to withhold any taxes required by law. If required by law, your prize will be reported to the I.R.S. or any other applicable taxing authority.

Integrity of Festival

Use of any device to automate a vote is prohibited, including but not limited to software-generated, robotic, programmed, script, macro or other automated votes. The Organizers reserve the right at their sole discretion to disqualify any individual they suspect or find: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online or text message entry; (ii) to have tampered with the voting process; (iii) to be acting in violation of these Official Rules; or (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any person attempting to defraud the Organizers or tamper with this Festival in any way will not be eligible for the prize and may be prosecuted to the full extent permitted by law.

If, for any reason, any aspect of this Festival is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failures or disruption, 'Acts of God' or terrorist attacks, or any other causes beyond the control of the Organizers which corrupt or affect the administration, security, fairness, integrity or proper conduct of the voting process, or if, for any reason, the Organizers deem it necessary, the Organizers reserve the right at their sole discretion to cancel, terminate, modify or suspend the Festival and/or determine the winner using an alternative method that the Organizers determine to be appropriate and fair, in their discretion.

Publicity

Except where prohibited by law, each Winner's acceptance of a Prize constitutes permission for the Organizers to use such Winner's name, address (city and state), photo, likeness, biographical information, statement and voice for promotional purposes worldwide and in all forms of media (including posting on any web site), in perpetuity, without further notice or compensation.

Compliance with Rules; Disclaimers; Limitations on Liability of Festival Organizers

This Festival is subject to these Official Rules and all applicable laws (collectively "Rules and Laws"). By entering the Festival, you agree to all of the following:

1. to be bound by these Rules and Laws, as well as the decisions of the Organizers, which are final and binding in all respects;
2. that you meet the Eligibility Requirements and that your film meets the Submission Requirements;
3. to indemnify and hold harmless the Organizers from any and all liability resulting or arising from the use of your film submission, your participation in this Festival and acceptance of any prize;
4. to release all rights to bring any claim, action or proceedings against the Organizers; and
5. to waive any right to claim any ambiguity or error in the Official Rules.

The Organizers are not responsible for and shall not be liable for: (i) difficulty accessing the internet; (ii) errors in transmission; (iii) service outage or delays or for any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of email or players on account of any technical problems or traffic congestion on the Internet or at any web site or combination thereof; (iv) injury or damage to you or to any other person's computer or mobile phone related to or resulting from participating in, or downloading materials or software, or attempts to participate in or download materials or software related to this Festival; (v) failures or malfunctions of phones (including wireless phones/handsets), phone lines or telephone systems, cellular equipment towers, telephone systems or wireless services or other communications malfunctions or (vi) injury or harm to you or any person based on attendance at or participation in any Festival event. The Organizers are not responsible for and shall not be liable for: (i) any condition caused by events beyond the control of the Organizers that may cause the film rankings to be disrupted or corrupted; (ii) typographical or other errors in the printing, the offering or the administration of the Official Rules or (iii) any errors in the announcement of a potential winner.

Participants in the Festival assume all liability for any injury or damages caused or claimed to be caused by his or her participation in the Festival, and release the Organizers from any such claim or liability.

Dispute Resolution

Any dispute regarding the Festival or these Official Rules shall be governed in accordance with the laws of the State of California, without regard to any conflict of interest principles. By entering this Festival, you agree to waive your right to a trial by jury and you agree instead to submit any dispute to exclusive and binding arbitration in Santa Clara County, California in accordance with the rules of the American Arbitration Association. The prevailing party shall be entitled to actual damages only and shall not be entitled to any consequential damages or attorneys' fees.

Official Festival Rules/Winners Names

For an additional copy of these Official Rules or the name of the winners, send a self-addressed, stamped envelope to: Metacafe, Inc., 547 Hamilton Road, Palo Alto, CA 94301. All requests must be received by December 31, 2008. Vermont residents may omit postage if requesting a set of Official Rules.