



“Your Greatest Fear” Contest OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. ELIGIBILITY:** Open only to legal U.S. residents, of legal age in their jurisdictions of residence (and at least 18 years of age), who reside within the fifty (50) United States and District of Columbia. Employees, officers and directors of American Movie Classics Company LLC and AMCTV.com (collectively, "Sponsor"), NMA Marketing & Entertainment, and their respective parent companies, subsidiaries, affiliates, TV production partners, advertising agencies, and promotional suppliers, and the immediate family members (spouses and parents, children and siblings and their spouses, regardless of where they live) or members of the same households (whether related or not) of such individuals are not eligible. All applicable federal, state, local and municipal laws and regulations apply. Void where prohibited.
- 2. PROMOTION DESCRIPTION:** The "Your Greatest Fear" Contest (the "Contest") begins at 3:00 p.m. Eastern Time ("ET") on Oct. 1, 2008 and ends at 5:00 p.m. ET on November 14, 2008 (the "Contest Period"). The Contest Period consists of an entry phase that begins at 3:00 p.m. ET on Oct. 1, 2008 and ends at 5 p.m. ET on Oct. 31, 2008 (the "Entry Phase"), a first round public viewing phase that begins at 3:00 p.m. ET on October 1, 2008 and ends at 11:00 a.m. ET on Nov. 7, 2008 (the "Viewing Phase") and a finalist judging and viewing phase that begins at 12:01 p.m. ET on Nov. 7, 2008 and ends at 5:00 p.m. ET on November 14, 2008 (the "Finalist Phase"). During the Entry Phase, individuals may begin making Submissions (as defined below) at 3:00 p.m. ET on Oct.1, 2008. Eligible Submissions will not be posted on the Website (as defined below) for viewing by the general public until approximately 3:00 p.m. ET on October 1, 2008 through 5:00 p.m. ET on October 31, 2008. The Contest provides entrants with the opportunity to create a short video which responds to the question: "What is your greatest fear?". See the Submission Guidelines below for more details. Eligible submissions will be posted online for others to view and judge, as more fully set forth below.
- 3. TO ENTER:** To enter, visit AMCTV.com (the "Website"), complete the submission form found on the Contest page with the information requested, and follow the online instructions to upload and submit your video ("Submission")

directly to the Website. Your Submission must contain no more than a one (1) minute video on the subject of your greatest fear. Your Submission may be a narrative, short film, a scene, mini-documentary, avant-garde montage, etc. You may submit as many entries as you wish, as long as each entry is unique. No substitutions or resubmissions will be accepted under any circumstances once the original Submission is submitted for consideration.

Each Submission that is entered into the Contest must meet the following "Submission Requirements" (any video that, in Sponsor's sole and absolute discretion, violates the following criteria will be disqualified):

- Submission must be no more than one (1) minute in length and under 75 MB in size and must be either a 3GP, .AVI, .DV, h.264, .MPEG2, .MPEG4, Quicktime, WMV file;
- Submission must not include unsuitable content or depict or incorporate: unsafe behavior or situations; obscenity; disparagement of any product or person; racist innuendo, excessive violence, illegal drug or alcohol use, other offensive conduct or material, or otherwise include inappropriate content. Sponsor reserves the right to determine what is considered offensive and inappropriate for the network;
- Submission must not violate third-party rights including, but not limited to: copyrights, including music copyrights, trademark, and right of publicity. You must obtain copyrights for any third-party material such as music, logos, movie scenes, dialogue from a movie, novel, or published work.
- Submission may include other individuals, but entrant must have the permission of each individual and must be able to provide a Release Form from each individual upon request.
- Submission must not include information that can be used to personally identify an individual, such as an address, license plate, phone number or email address;
- Submission must be of satisfactory quality, in Sponsor's sole discretion (i.e. brightness, focus, volume).

Any entrant or participant who posts obscene, racist, or inappropriately offensive comments, as determined by Sponsor in its sole discretion, will be immediately disqualified from the Contest, and all Submissions and/or votes of such entrant or participant will be void and his/her user account will be closed on the Website. At any time during the Contest, if the Sponsor determines that an entrant's Submission is not in compliance with any of the criteria above, the Submission will be disqualified and will not be eligible to win a prize, even if the video has been posted. No information regarding entries or judging, other than as otherwise set forth in these Official Rules will be disclosed.

Except as otherwise stated in these Official Rules, personal information collected in connection with this Contest will be used in accordance with the privacy notice found on the Contest Website and with the consent given by an entrant at the

time of entry. Any communication or information transmitted to Sponsor and/or the Contest Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Proof of submission is not considered proof of delivery to or receipt of such entry. Furthermore, Sponsor shall have no liability for any Submission that is lost, intercepted or not received by the Sponsor for any reason. All entrants must have a valid e-mail address. In case of dispute as to identity of the winner based on the email address provided, entry will be declared/made by the authorized account holder of the email address, and if a prize is won, it will be awarded to the email account owner who must comply with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entries generated by a script, macro or other automated means will be disqualified.

Sponsor reserves the right to approve or reject Submissions that do not adhere to these Official Rules, in its sole discretion.

4. CONTEST SELECTION AND WINNER NOTIFICATION: Once the Submission is uploaded to the Website (WWW.AMCTV.COM) and approved by Sponsor, it will be made available for viewing on the Website beginning between 3:00 p.m. ET on Oct. 1, 2008 and 5:00 p.m. ET on Nov. 7, 2008. "Registered members of the Website will be invited to vote on their favorite Submission during the Viewing Phase. The twenty (20) Submissions which receive the highest total number of valid votes at the end of the Viewing Phase will continue in the Contest as "Finalists". In the event of a tie, Sponsor will determine, in its sole discretion, which of the tied Submissions will advance as Finalists. Limit one (1) vote per registered member per submission. Sponsor may choose to post fewer than twenty (20) Finalists or to not award the prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

During the Finalist Phase (12:01 p.m. ET on Nov. 7, 2008 through 5:00 p.m. ET on Nov. 14, 2008), the Submissions of the Finalists will be made available for viewing on the Website. Registered members of the Website will again be invited to vote on their favorite Submission for this phase.

Votes generated by script, macro or other automated means or with the intent to impair the integrity of the voting process will be void.

At the conclusion of the Finalist Phase, representatives of the Sponsor, including Rob Zombie (if available), will make the final selection of one (1) Grand Prize winner, based equally on creativity, originality, and relevance to theme. Sponsor may also take into account the results of the public voting and comments with regard to the selection of the Grand Prize winner but will not be required to do so. The ten (10) Submissions with the highest valid votes will become First Prize

winners. Each winner will be notified by telephone, e-mail, and/or mail using the contact information provided. In addition, if Sponsor elects, the announcement will also be posted online at the Website. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If any winner does not respond within the time required by Sponsor, or if the winner notification is returned as unclaimed or undeliverable to any potential winner, such winner will forfeit his or her prize and, at Sponsor's discretion and time permitting, a runner-up winner may be selected. The Grand Prize winner must execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If the Grand Prize winner fails or refuses to sign and return all Prize Claim Documents within seven (7) days of date of prize notification (or a shorter time if required by exigencies), the potential Grand Prize winner may be disqualified and, at Sponsor's discretion and time permitting, an alternate winner may be selected. If any winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason, such winner will be disqualified and, at Sponsor's discretion and time permitting, the prize may be awarded to an alternate winner.

5. **PRIZE:** One (1) Grand Prize: A cash prize of \$4,000 and the opportunity for video to be aired (at the sole discretion of AMC) on AMC during Fear Friday (prior to June 2009) (ARV: \$4,000). Ten (10) First Prizes Sponsor-selected DVDs (ARV: up to \$100 each). See Contest Website for list of DVDs included which are subject to change until the Contest has commenced. All taxes and other expenses not specified herein are the sole responsibility of the winner. Sponsor responsible only for prize delivery; not responsible for prize utility, quality or otherwise. Prizes cannot be assigned, transferred, changed, or redeemed for cash except at the sole discretion of the sponsor. Other restrictions may apply.

6. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Each person who enters this Contest represents and warrants as follows: (i) the Submission is the entrant's own original, previously unpublished, and previously un-produced work and it has not been submitted into any other contest; (ii) the Submission does not contain any computer virus, is otherwise uncorrupted, is wholly original; (iii) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous, and as of the date of submission, is not the subject of any actual or threatened litigation or claim, and (iv) the entrant and/or individuals depicted in the Submission has engaged or taken part in (or induced or encouraged anyone else to do so) in any activity or conduct in connection with this Contest that may or is likely to harm or create a risk of harm, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person, other living things or any property, may or is likely to create a risk of any other loss or damage to any person, living things or any property is or may constitute a crime, unlawful or non-consensual activities (e.g., conduct that could lead to criminal prosecution), tortious conduct (e.g., conduct that could lead to civil prosecution) or the

violation or infringement of the rights of any other party. Each entrant hereby agrees to indemnify and hold Sponsor and their respective parent companies, subsidiaries, affiliates, TV production partners, advertising agencies, and promotional suppliers, and all of their respective employees, officers, directors, agents and representatives (collectively, "Released Parties") harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating, in whole or in part, directly or indirectly, to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder. By participating in this Contest, entrants agree to be bound by the Official Rules and the decisions of the judges.

7. **GRANT OF RIGHTS:** Each entrant into the Contest hereby irrevocably grants, transfers, sells, assigns and conveys to the Sponsor, and its successors and assigns, an exclusive license in and to the Submission for exploitation throughout the universe by means of any and all media and devices, whether now known or hereafter devised, for a period commencing from the date of each such Submission hereunder and ending 12 months after the completion of the Contest, and thereafter Sponsor is granted a non-exclusive license in and to such Submission for exploitation throughout the universe in perpetuity, by means of any and all media and devices, whether now known or hereafter devised. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter each Submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Each entrant hereby acknowledges that, except as set forth above, such entrant does not reserve any rights in or to the Submission.

8. **PUBLICITY RELEASE:** By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant or the winner of the Contest, each entrant irrevocably grants the Sponsor and its successors, assigns and licensees, the right to use such entrant's name, likeness, biographical information and Submission, in any and all media for any purpose, including without limitation, any advertising and promotional purposes, and hereby release Sponsor from any liability with respect thereto.

9. **OTHER CONDITIONS:** Entrants agree that the Released Parties (a) shall not be responsible or liable for any losses, damages or injuries of any kind resulting, in whole or in part, directly or indirectly, from participation in the Contest or any Contest-related activity, or from acceptance, receipt, possession and/or use or misuse of a prize or any Released Party's use of any Submission or the rights granted herein, and (b) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to a prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Released Parties assume no responsibility for computer system, phone

line, hardware, software or program malfunctions or other errors, failures of any kinds, delayed computer transmissions or network connections that are human or technical in nature or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Submissions, the tabulation of votes, the announcement of the winners, the incorrect uploading of any video, in any Contest-related materials or the cancellation, preemption or non-broadcast of Fear Friday. Sponsor reserves the right in its sole discretion to cancel or suspend this Contest, in its entirety or in part should virus, bug, tampering, unauthorized intervention, fraud, technical failures, or other causes corrupt the administration, security, fairness, integrity or proper play of the Contest. Released Parties are not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest by any technical or human errors which may occur in the processing of the entries in the Contest. In the event of termination or cancellation, Sponsor will award the prizes from among all non-suspect, eligible Submissions received prior to the date of the termination using the judging procedure outlined above. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or Contest Website or to be acting in a unsportsmanlike or disruptive manner or in violation of these Official Rules and void all associated Submissions and/or votes. Released Parties are not responsible for Submissions or votes that are garbled, late, tampered with, forged, incomplete, misdirected, lost, misplaced, stolen, delayed destroyed or otherwise not in compliance with these Official Rules, and all such Submissions will be disqualified.

10. NO OBLIGATION TO USE: Sponsor shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Submission for any reason, with or without legal justification or excuse, and contestants shall not be entitled to any damages or other relief by reason thereof.

11. FURTHER DOCUMENTATION: If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request thereof.

12. ANTICIPATED NUMBER OF CONTESTANTS: Because of the unique nature and scope of the Contest, Sponsor cannot accurately predict the number of entrants who will participate in the Contest.

Official Rules can be found at www.AMCTV.COM

Winner's information: For winner's information, go to www.AMCTV.COM on or about Nov. 30th through **Jan. 30th**.

13. SPONSOR: American Movie Classics Company LLC, 11 Penn Plaza, 15th. Floor, NY, NY 10001.