



“You Could Be on *Mad Men*” 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, AMCTV.com and William Grant & Sons, USA. (collectively "Sponsors"), and their respective parent companies, subsidiaries, affiliates, TV production partners, advertising and promotion 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 "You Could Be on *Mad Men*" Contest (the "Contest") provides entrants with the opportunity to create a short video based on a *Mad Men* monologue which will be provided on the Website (as defined below). Contest begins at 3:00 p.m. Eastern Time ("ET") on August 18, 2009 and ends at 5:00 p.m. ET on October 30, 2009 (the "Contest Period"). The Contest Period consists of an Entry Phase that begins at 3:00 p.m. ET on August 18, 2009 and ends at 5:00 p.m. ET October 14, 2009 (the "Entry Phase"), a first round public viewing phase that begins at 3:00 p.m. ET August 18, 2009 and ends at noon ET on October 16, 2009 (the "Viewing Phase") and a finalist judging and viewing phase that begins at 5:00 p.m. ET on October 16, 2009 and ends at 5:00 p.m. ET on October 30, 2009 (the "Finalist Phase"). During the Entry Phase, individuals may begin making Submissions (as defined below) at 3:00 p.m. ET on August 18, 2009. 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 August 18, 2009 through noon ET on October 16, 2009. 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") during the Entry Phase, complete the submission form found on the Contest page, and follow the online instructions to upload and submit your video ("Submission") directly to the Website. Your Submission must be one minute or less according to the clock used by AMctv.com's video management system. Your Submission must contain a video of you performing the lines from one of the following characters from a

Mad Men script provided on the Website ("Character Lines"): Don Draper, Roger Sterling, Pete Campbell, Joan Holloway, Bobbie Barrett or Jimmy Barrett (collectively, the "Characters "). Your video will not be considered a Submission until it has been posted on the Website. You may submit one entry per character. 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 Sponsors 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 file name must use the following naming convention: `firstname_lastname_characterfirstname.filetype extension` (Example: `john_smith_don.mpeg2`);
- Submission must contain a "Tag" using the character portrayed (in lower case) in the entry (don draper, roger sterling, pete campbell, joan holloway, bobbie barrett, jimmy barrett);
- Submission must be an original, unpublished video with entrant performing Character Lines which is the sole property of entrant, and not previously submitted in any other contest;
- 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, or other offensive conduct or material; or otherwise include inappropriate content. Sponsors reserve 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 and may not show any third-party trademarks, company names or logos;
- Submission may include other individuals who willingly appear, but no individual other than the entrant may perform Character Lines;
- Submission must be of satisfactory quality, in Sponsors' sole discretion (i.e. brightness, focus, volume).

Entrants agree that they will not use the Submission for any other purpose, including, without limitation, posting the Submission to any online social networks, without the express consent of Sponsors in each instance.

Submissions must be received by the end of the Entry Phase (5:00 p.m. ET on October 14, 2009) to be eligible. Limit one (1) Submission per person per Character and per email address for the entire Contest Period. No substitutions or resubmissions will be accepted under any circumstances once the original Submission is submitted for consideration. Any Submission that is considered by Sponsors in their sole and absolute discretion to be obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part, will be disqualified and will not be eligible for entry. All requested information on the Contest page must be completed to enter and to be eligible to win.

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 Sponsors 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, Sponsors shall have no liability for any Submission that is lost, intercepted or not received by the Sponsors 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.

By entering the Contest, each entrant acknowledges and agrees that: (a) Sponsors are granting entrant a limited, non-exclusive license to use the Character Lines in connection with, and solely as a part of, the Contest; (b) entrants shall have no right, title or interest in the Character Lines; and (c) any use of the Character Lines other than as permitted by these Official Rules may constitute copyright infringement.

Sponsors reserve the right to approve or reject Submissions that do not adhere to these Official Rules, in their sole discretion.

4. CONTEST SELECTION AND WINNER NOTIFICATION: Once the Submission is uploaded to the Website (WWW.AMCTV.COM) and approved by Sponsors, it will be made available for viewing on the Website during the Viewing Phase (3:00 p.m. ET August 18, 2009 through noon ET on October 16, 2009). "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, Sponsors will determine, in their sole discretion, which of the tied Submissions is superior and will advance as Finalists based equally on these additional criteria: the number of favorable Registered members' comments; the overall quality and execution of the entry; the skill and creative delivery of the entrant's performance; and the performance's relevance to the theme. Voting is limited to Registered members only. Members may vote more than once, but may only vote for a particular submission one time. Sponsors may choose to post fewer than twenty (20) Finalists or to not award the prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

During the Finalist Phase (5:00 p.m ET on October 16, 2009 through 5:00 p.m. ET on October 30, 2009), the Submissions of the Finalists will be made available for viewing on the Website. Voting will start at zero (0) again and registered

members of the Website will again be invited to vote on their favorite Finalist 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. Limit one (1) vote per registered member per day. Any participant who posts obscene, racist, or inappropriately offensive comments, as determined by Sponsors in their sole discretion, will be immediately removed from the Contest, all associated Submissions and/or votes will be void and his/her user account will be closed on the Website.

At the conclusion of the Finalist Phase, representatives of the Sponsors will make the final selection of one (1) Grand Prize winner, based equally on style, originality, and interpretation of role. Sponsors 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 (not including the Grand Prize winner) will become Runner Up Prize winners. On or about November 12, 2009, each winner will be notified by telephone, e-mail, and/or mail using the contact information provided. In addition, if Sponsors elect, the announcement will also be posted online at the Website. Sponsors 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 Sponsors, 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 Sponsors' 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 Sponsors' discretion and time permitting, the prize may be awarded to an alternate winner.

5. PRIZE: One (1) Grand Prize: The opportunity for a Walk-On Role in a Season 4 *Mad Men* episode. Prize includes Round trip coach airplane ticket (and ground transfers between the airport and hotel) for the Grand Prize Winner and a guest to Los Angeles, CA, 4 days/3 nights hotel accommodations (one (1) standard room, double occupancy), and food and ground transportation allowance of \$100 per day for three (3) days (not to exceed four (4) days), and a copy of the Grand Prize Winner's taped segment. At the Producer's discretion, Grand Prize Winner may be required to spend additional time in Los Angeles, at Sponsors' expense (as approved by Sponsors). Approximate retail value ("ARV"): \$5,000.00. Ten (10) First Prizes of *Mad Men* Season Three DVD set. ARV \$29.95. Total approximate retail value of all prizes: \$5,299.50. All details of prize will be determined by Sponsors. Prize is awarded "as is" with no warranty

or guarantee, either express or implied. The Grand Prize winner will be responsible for the payment of any taxes, gratuities, and other costs and expenses associated with prize acceptance and use not specified as being awarded herein. Prize is not transferable.

ARV may vary depending upon point of departure and fare fluctuations. If the closest airport to the Grand Prize winner's home is in close enough proximity to prize destination city so that, as Sponsors may determine in their sole discretion, a flight is unnecessary, Grand Prize winner will receive alternate transportation from the Sponsors with no further obligation to the Grand Prize winner for any difference in prize value. Grand Prize winner will not receive cash or any other form of compensation if actual value of prize is less than the Grand Prize ARV in these Official Rules. Sponsors reserve the right to structure the travel route and select hotels in their sole discretion. All travel arrangements must be made through Sponsors' agent and on a carrier of Sponsors' choice. Grand Prize winner is responsible for obtaining all necessary travel documents. In the event Grand Prize winner engages in behavior that (as determined by Sponsors in their sole and absolute discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, or that may reflect badly on Sponsors, Sponsors reserve the right to disqualify the Grand Prize winner and Sponsors will have no further obligation to Grand Prize winner.

Exact details of Walk-On Role, including number of lines, if any, and duration, will be at Sponsors' sole discretion. Sponsors accept no responsibility for changes in *Mad Men* production schedule or cancellation of production and cannot guarantee that if the Grand Prize winner participates in the Walk-on Role portion of the prize that the winner's Walk-on Role performance will be used or appear in the final edited version of any media production.

Grand Prize winner will be notified of trip dates two months prior to production of *Mad Men* episode. No substitutions or cash equivalent allowed except by Sponsors who reserve the right to substitute a prize (or portion thereof) with one of comparable or greater value. If Grand Prize winner is unable to participate in the Grand Prize trip during the dates designated by Sponsors, the Grand Prize is forfeited with the Sponsors having no further obligation to Grand Prize winner. In the event the Grand Prize winner is able to participate in the Grand Prize trip during the dates designated by Sponsors but the Walk-On Role listed in the Grand Prize description does not or cannot take place as scheduled or at all, for reasons including but not limited to scheduling conflicts, cancellations, delays postponement, or for any other reason including those outside the control of the Sponsors, then the Sponsors reserve the right to substitute a cash prize equal to the total Grand Prize value. Expenses and costs associated with prize acceptance and use not specifically stated herein as being provided are the sole responsibility of the winner.

6. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Each person who enters this Contest represents and warrants as follows: (i) except for

the Character Lines, 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 have not 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, 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 Sponsors and their respective parent companies, subsidiaries, affiliates, TV production partners, advertising and promotion 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 Sponsors, and their 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 twelve (12) months after the completion of the Contest, and thereafter Sponsors are 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. Sponsors shall have the right, in their sole discretion, to edit, composite, morph, scan, duplicate, or alter each Submission for any purpose which Sponsors deem 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 Sponsors and any entrant or the winner of the Contest, each entrant irrevocably grants the Sponsors and their respective 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 Sponsors 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 systems, phone lines, hardware, software or program malfunctions or other errors, failures of any kind, delayed computer transmissions or network connections that are human or technical in nature or any 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, uploading of Submissions, the processing or judging of Submissions, the tabulation of votes, the announcement of the winners, the incorrect uploading of any video, in connection to any Contest-related materials or the cancellation, preemption or non-broadcast of *Mad Men*. Sponsors reserve the right in their 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 or impede 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, or 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, Sponsors 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. Sponsors reserve the right at their 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 shall 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: Sponsors 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 Sponsors may at any time abandon the use of any Submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

11. FURTHER DOCUMENTATION: If Sponsors shall desire to secure additional assignments, certificates of engagement for the Submission or other

documents as Sponsors may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsors' request thereof.

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

13. WINNERS' INFORMATION: For winners' information, go to www.AMCTV.COM on or about November 7, 2009 through December 31, 2009.

14. SPONSORS: American Movie Classics Company LLC, 11 Penn Plaza, 15th Floor, NY, NY 10001 and William Grant & Sons, USA, 200 Park Ave South, NY, NY, 10003.

Official Rules can be found at www.AMCTV.COM

**“You Could Be on *Mad Men*” Contest
Abbreviated Rules**

No purchase necessary. A purchase will not improve your chances of winning. These abbreviated rules are subject to the complete Official Rules, which are available at www.AMCTV.com. Contest Entries may be submitted 3:00 PM ET at 8/18/09 through 10/14/09 at 5:00 PM ET. Open to legal residents of the U.S., age 18 or older as of entry date. Void where prohibited by law.