



“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 (“Sponsor”), Program Promotion Service (“Administrator”), 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 “You Could Be on *Mad Men*” Contest (the “Contest”) begins at 9:01 a.m. Eastern Time (“ET”) on June 27, 2008 and ends at 4:59 p.m. ET on September 15, 2008 (the “Contest Period”). The Contest Period consists of an entry phase that begins at 9:01 a.m. ET on June 27, 2008 and ends at 4:59 p.m. ET on August 25, 2008 (the “Entry Phase”), a general public viewing phase that begins at 9:01 a.m. ET on July 7, 2008 and ends at 4:59 p.m. ET on August 25, 2008 (the “Viewing Phase”) and a finalist judging phase that begins at 9:01 a.m. ET on September 2, 2008 and ends at 4:59 p.m. ET on September 15, 2008 (the “Finalist Phase”). During the Entry Phase, individuals may begin making Submissions (as defined below) at 9:01 a.m. ET on June 27, 2008. Eligible Submissions will not be posted on the Website (as defined below) for viewing by the general public until at or around 9:01 a.m. ET on July 7, 2008 through 4:59 p.m. ET on August 25, 2008. The Contest provides entrants with the opportunity to create a short video audition using lines supplied from a *Mad Men* character. 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 audition (“Submission”) directly to the Website. Your Submission must contain a no more than one (1) minute 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, Pete Campbell, Roger Sterling, Betty Draper, Peggy Olson, or Joan Holloway (collectively, the “Characters”). 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 1 minute in length and under 75 MB in size and must be either a .3GP, .AVI, .DV, h.264, .MPEG2, MPEG4, Quicktime, or .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, peter campbell, roger sterling, betty draper, peggy olson, joan holloway);
- Submission must be 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, 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; and
- Submission must not violate third-party rights including, but not limited to: copyrights, including music copyrights, trademark, and right of publicity. Do 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.

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 Sponsor in each instance. Submissions must be received by the end of the Entry Phase (4:59 p.m. ET on August 25, 2008) 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 Sponsor in its 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 Website and with the consent given by an entrant at the time of entry. Any communication or information transmitted to Sponsor and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Submissions become the exclusive property of the Sponsor and will not be returned or acknowledged. 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 owner 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. Entries generated by a script, macro or other automated means will be disqualified.

By entering the Contest, each entrant acknowledges and agrees that: (a) Sponsor is 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.

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 at or around 9:01 a.m. ET on July 7, 2008. "Registered members of the Website will be invited to vote on their favorite Submission during Viewing Phase. The eighteen (18) Submissions that receive the highest total number of valid votes at the end of the Viewing Phase will continue in the Contest as "Finalists". Sponsor may choose to post fewer than eighteen (18) 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 (9:01 a.m. ET on September 2, 2008 through 4:59 p.m. ET on September 15, 2008), the Finalist Submissions will be made available for viewing on the Website. Registered members of the Website will again be invited to vote on their favorite Finalist Submission.

Votes generated by script, macro or other automated means or with the intent to impair the integrity of the voting process will be void. 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 day. Any participant who posts obscene, racist, or inappropriately offensive comments, as determined by Sponsor in its 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 Sponsor will make the final selection of the one (1) Grand Prize winner, based equally on style, originality, and interpretation of the role. Sponsor may also take into account the results of the public voting and comments but will not be required to do so. The potential Grand Prize 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 potential 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 potential winner will forfeit his or her prize and, at Sponsor's discretion and time permitting, a runner-up may be selected. The potential 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 potential 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 potential 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 Winner will receive a Walk-On Role in a Season 3 Mad Men episode. Prize includes Round trip coach airplane ticket (and ground transfers between the airport and hotel) for the Grand Prize Winner 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 Sponsor's expense (as approved by Sponsor). Approximate retail value ("ARV"): \$5,000.00. All details of prize will be determined by Sponsor. 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 Sponsor may determine in its sole discretion, a flight is unnecessary, Grand Prize winner will receive alternate transportation from the Sponsor 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. Sponsor reserves the right to structure the travel route and select hotels in its sole discretion. All travel arrangements must be made through Sponsor's agent and on a carrier of Sponsor's 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 Sponsor in its 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 Sponsor, Sponsor reserves the right to disqualify the Grand Prize winner and Sponsor 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 Sponsor's sole discretion. Sponsor accepts 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.

If Grand Prize winner is unable to participate in the Grand Prize trip during the dates designated by Sponsor, the Grand Prize will be forfeited in its entirety and Sponsor will have 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 Sponsor 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, postponement, or for any other reason, then the Sponsor reserves the right to award the remainder of the Grand Prize with no further obligation to the winner.

No substitutions or cash equivalent allowed except by Sponsor who reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value. In the event the Walk-On Role is cancelled, delayed, postponed, or cannot be awarded for any reason outside the control of the Sponsor, Sponsor reserves the right to substitute a cash prize. 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 unproduced work; (ii) the Submission does not contain any computer virus, is otherwise uncorrupted, is wholly original; and (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. Each entrant hereby agrees to indemnify and hold Sponsor and Administrator 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.

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, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights) in and to the 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 the 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 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 the prize (including any travel or activity related thereto) 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 the 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 prize, the incorrect uploading of any video, in any Contest-related materials or the cancellation, preemption or non-broadcast of the applicable *Mad Men* episode or the series as a whole. 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 may, at its discretion, award the prize from among all non-suspect, eligible Submissions received prior to the date of the withdrawal 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 Website or to be acting in a nonsportsmanlike 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.

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.

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. .

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.

Winner's information: For winner's information, go to blogs.amctv.com/madmen on or about 10/10/08 through 12/30/08 or send a self-addressed stamped envelope to PO Box 984, Commack, NY 11725, for receipt no later than 12/30/08.

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

ADMINISTRATOR: Program Promotion Service, 35 Crooked Hill Road, Suite 200, Commack, NY 11725.

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