

NYTVF

NEW YORK TELEVISION FESTIVAL

Voice and Vision: NBC Drama Challenge
OFFICIAL APPLICATION & ENTRY RULES

Pilot Information

Title: _____

Length: _____

Genre: _____

(Two or three words, please. Examples: workplace drama, reality competition, talk show, etc.)

Origin (City, State, Country): _____

Contact Information

(please list multiple names and contact info if appropriate)

Contact: _____

Production Company: _____

School (if applicable): _____

Telephone: _____

Address: _____

Email: _____

Credits

(list all where applicable)

Creator: _____

Executive Producer: _____

Producer: _____

Director: _____

Writer: _____

Principal Cast Members (Role-Actor):

Musical Credits: (please list song(s) and artist(s))

(Note: No copyrighted music may be used in pilot submissions without the pilot-maker obtaining the proper clearances for broadcast.)

By signing below, I certify and attest that I have read and understand, and agree to be bound by, the Official Entry Rules for the Voice and Vision: NBC Drama Challenge. I understand and agree that my failure to abide by any term or condition contained in the Official Entry Rules may result in the disqualification from the Voice and Vision: NBC Drama Challenge.

Acknowledged and Agreed

Date: _____

Checklist

- Completed and Signed Application Form
- Five (5) Pilot Screening Copies
 - Playable DVDS: Five (5) copies of the Pilot Program with label of Producer, Director and/or Production Company and contact information
 - Compressed video file: One (1) copy of the Pilot Program saved as a compressed/ QuickTime file on a data DVD (MP4, H.264 or MOV preferred. Recommended output minimum 640w x 348h pixels, or under 200MB)
- Shooting Script and Series Overview as PDF on data DVD
- Shooting Script and Series Overview as printed hardcopy
- One (1) screen capture image/digital frame from the Pilot, saved as a JPG file on a data DVD
- Any Available Press Kit Material

NOTE: Shooting Script and Series Overview PDFs, Pilot image JPG and Compressed pilot MP4 may all be included on the SAME data DVD.

Reminder: Pilot submissions must not contain ANY copyrighted music, images, or any brand names without the pilot-maker first obtaining the proper clearances.

Send Entries to:

New York Television Festival, Attn: NBC Drama Entries '13
121 West 27th Street, Suite 901
New York, NY 10001

OFFICIAL ENTRY RULES

The New York Television Festival (“NYTVF”), located at 121 West 27th Street, Suite 901, New York, NY 10001, provides unprecedented access and exposure for emerging television artists looking to showcase new and innovative ideas for television programming.

The 2013 New York Television Festival (the “2013 Festival”) is currently scheduled to take place in New York City, in October 2013. The 2013 Festival’s “Voice and Vision: NBC Drama Challenge” (the “Competition”) shall take place concurrently with the 2013 Festival. The open entry period for the Competition begins on November 5, 2012 and ends on March 15, 2013. Entrants to the Competition shall create a pilot or sample episode (each, an “entry”) that follows the format for an original drama television program (as further described below). All entries must be actually received by NYTVF no later than 12:00 PM (noon) ET on March 15, 2013. Please note that this is not a postmark date.

By submitting an entry to this Competition, entrants agree to these Official Entry Rules, waive any right to claim any ambiguity or error therein or in the Competition itself, and acknowledge that the decisions of the Designated Entities (as defined below) shall be binding and final in all matters relating to this Competition.

To Enter: Five (5) copies of each entry must be submitted to the NYTVF in DVD format. All entries must be ten (10) minutes or shorter in length. In the event that a pilot exceeds the maximum length, the NYTVF will only evaluate the entry based on the first ten (10) minutes. Any entrant whose pilot exceeds the maximum length may be required to resubmit their entry conforming to the time limits above in order to receive consideration for the Competition. Additionally, entrants must submit the first one (1) to two (2) acts of the pilot script (not to exceed forty (40) pages in length) and a brief series introduction (not to exceed two (2) pages in length) as PDF files on a data dvd as well as printed hardcopy. The script must be properly formatted as a television script.

Neither NYTVF nor NBC Entertainment, a division of NBC West, LLC (“NBC”), their parents, subsidiaries or affiliates, or any of their respective employees, officers, directors, licensees, assigns and sponsors (collectively, the “Designated Entities”) will be responsible for late, lost, incomplete, illegible, damaged, garbled, technically corrupt, postage-due or misdirected entries. All physical copies of entries (i.e., DVDs, tapes, press kits, photographs, and all other tangible material submitted to the NYTVF) shall become the property of NYTVF and, due to the volume of materials submitted, may not be acknowledged or returned. Each entrant shall retain a copy of the entry and releases the Designated Entities from liability for loss of or damage to the entry.

It is the sole responsibility of the entrant to notify The NYTVF in writing if the entrant changes his/her address, phone number, or other contact information. To do so, write to: New York Television Festival – Attn: Address Change, 121 West 27th Street, Suite 901, New York, NY 10001. Notification must be received by March 15, 2013.

Eligibility: The Competition is open to individuals who are 18 years of age or older at time of entry and who do not have any contractual commitments preventing them from entering into an exclusive development deal with a production studio affiliated with NBC. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within six (6) months prior to the start date of the Competition and thereafter, been employed by or performed services for NBC or NYTVF, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or win. Programs created, funded or in development by broadcast or cable networks or major production studios are ineligible to compete in the Voice and Vision: NBC Drama Challenge.

By entering this Competition, all entrants agree, on behalf of themselves and their heirs, executors, and administrators, to indemnify, defend, release, discharge and hold harmless the Designated Entities from any and all liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant’s participation in the Competition and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof (including any travel related thereto), including, but not limited to, any claims or liabilities based on rights of privacy, rights of publicity, false light, defamation, copyright and/or trademark infringement, and any claims or liabilities arising out of a breach by entrants of any representation, warranty or other provision of these Official Entry Rules. By entering this Competition, all entrants grant to the NYTVF the unrestricted right to use their respective names, photographs, likenesses, voices, and/or biographical information for NYTVF programming, publication, publicity, advertising and all other promotional purposes without compensation, review or approval unless prohibited by law. All federal, state and local laws and regulations apply.

OFFICIAL ENTRY RULES

Additional Entry Regulations: Each entrant represents and warrants to the NYTVF that his or her entry is (i) completely the original work of the entrant, (ii) not copied from any other source or previously broadcast or otherwise distributed or disseminated on television (except for previous broadcast on locally distributed campus or public access television or limited Internet broadcast) (iii) not in the public domain, (iv) free from all claims or encumbrances and that no one else to entrant's knowledge has any right to it and (v) not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity. If the NYTVF, in its sole discretion, has reason to believe that any entry contains any material that may infringe or violate any law or any rights of a third party, NYTVF may immediately disqualify such entry and take all other measures NYTVF may deem appropriate in its sole discretion.

Entries that contain any content determined by NYTVF in its sole discretion as indecent, inappropriate, morally objectionable or otherwise unfit for dissemination or broadcast will be immediately disqualified. Entries not meeting stated running time requirements may be disqualified in NYTVF's sole discretion. Entries not satisfying these Official Entry Rules in any respect may be disqualified in NYTVF's sole discretion. Each entrant further agrees to sign, and to obtain (at the entrant's expense) from all necessary third parties, all releases, permissions and other written documents, in a form acceptable to NYTVF, as may be required by the NYTVF and any of its affiliates, partners or sponsors upon request so as to confirm, record and/or perfect their rights in the entry. Without limiting the generality of the foregoing, each entrant acknowledges and agrees that upon NYTVF's request, he or she shall provide to NYTVF all necessary written releases and permissions pertaining to on-camera talent, writers, composers, and any other third parties providing any services or materials in connection with such entrant's entry to the Competition.

Each entrant further acknowledges that the Designated Entities engage and have engaged in extensive activities in connection with developing, writing, acquiring, publishing, disseminating and/or broadcasting literary, artistic, and other material, including stories, ideas, themes, plots, titles, screenplays, teleplays, treatments, formats, and concepts (collectively, the "Materials"). In submitting an entry to NYTVF, each entrant acknowledges and understands that any Materials that the Designated Entities may hereinafter use or exploit may have originated with the Designated Entities themselves or may have been acquired from the Designated Entities' employees or other parties, and that such Materials may duplicate, parallel or resemble the entrant's entry to the Competition. Each entrant further acknowledges and understands that other persons, including, without limitation, the Designated Entities' employees, may have made public or may in the future make public material similar or identical to the entry ("Public Materials") that the Designated Entities may have the right to use, and each entrant understands that he or she will not be entitled to any compensation because of the Designated Entities' use of Public Materials.

By submitting an entry, entrants acknowledge that they understand and agree that the Designated Entities' use of Materials and Public Materials containing features and elements similar to or identical with those contained in their entry shall not entitle the entrant to any compensation whatsoever. As an inducement to NYTVF to accept the entrant's entry into the Competition, each entrant hereby waives any claim or right of action against any of the Designated Entities or their successors in connection with the Designated Entities' receipt and/or use of any Materials or Public Materials (or any portions thereof) whether or not such Materials or Public Materials contain any features or elements similar or identical to those contained in an entrant's entry.

These Official Entry Rules constitute the parties' entire understanding with respect to its subject matter and no oral representations of any kind have been made to the entrant. Any modification or waiver must be in writing, signed by both NYTVF and the entrant. The invalidity of any provision of these Official Entry Rules will not affect the remaining provisions.

Judging: The official judging panel, consisting of individuals selected by the NYTVF, at its sole discretion, will select fifteen (15) finalists (the "Finalists") from all eligible entries received on or about May 3, 2013. The judging will be based on the following criteria: (i) originality and creativity; (ii) overall quality of all elements and aspects of the production of each entry, including, without limitation, writing, acting, directing, editing, etc.; and (iii) adherence to and appropriateness for a particular format or type of program. An interview with the entrant, conducted at the sole discretion of the judges, may also be required prior to the judges' decision. The judging will be conducted approximately in April, 2013. At that time, the selected entrants may be required to submit requested information, including, but not limited to, additional releases and permissions from necessary parties as determined in NYTVF's sole discretion, to assist in the judges' due diligence research. The selected entrants will be notified by telephone and/or e-mail. If any designated representative of a Finalist does not reply to any notification by NYTVF within five (5) business days, such potential Finalist may be disqualified in the sole discretion of NYTVF and an alternate potential Finalist may be selected. This process may continue until all Finalists are selected. NYTVF shall not be responsible in any way for any missed, lost or misdirected notification or an entrant's failure to receive a communication from NYTVF.

Award: From the selected Finalists, NBC in its sole discretion will select one winner (the "Winner") on or around June 21, 2013. The Winner **will receive a prize of \$25,000** and a development deal with a production entity affiliated with NBC; before any entries are presented to NBC, each Finalist will be required to enter into an option agreement with a production entity affiliated with NBC. NBC will retain the exclusive option to have one of its affiliated production entities enter into development deals with the remaining Finalists for a period of thirty (30) days following the selection of the Finalists (which shall be on or about June 21, 2013) at its sole discretion (i.e. during this thirty (30) day period, the Finalists shall not enter separate festivals nor shall they solicit any third party offers for the material they've submitted).

Nothing herein shall require or be construed to require that NBC or any other party enter into any agreement, accept or agree to any particular terms or conditions, whether deemed reasonable, customary or otherwise by any party, person, firm or entity, unless and until all of the terms and conditions are deemed acceptable and in the best interests of both parties. The Winner is advised to have experienced independent legal counsel review any and all agreements before executing same and NBC is under no obligation to accept any modifications or to negotiate at all from its or any other terms of any proposed agreement and neither failure to negotiate, agree on any particular terms or conditions or to reach any agreement, shall give rise to any liability or obligation on the part of NBC.

Grant of Rights by Each Entrant to the NYTVF: By entering, each entrant acknowledges and agrees that NYTVF shall have the rights in and to the entry, as follows:

1. For the period commencing on the date of selection, and continuing in perpetuity, the NYTVF shall have the nonexclusive right to exhibit, disseminate, or broadcast each entry (and any portion(s) or element(s) thereof) in any manner, media or format now known or hereafter devised, throughout the universe (the "NYTVF Non-Exclusive Right").

2. Notwithstanding any other provision contained in these Rules, including, without limitation, Paragraph 3 above, each entrant acknowledges and agrees that NYTVF shall have the right in perpetuity to include each entry (or any portion(s) or element(s) thereof) in a DVD or other product that is a compilation or sampling of entries (e.g., a "Best Of" or "Highlights") from the 2013 Competition and/or any other year of the New York Television Festival, and to exhibit, sell, disseminate, broadcast, or distribute such DVD or other product. In the event an entrant does not wish to have such entrant's entry included on such DVD or other production, written notification (deliverable by mail) indicating such entrant's wish that the entry not be used in such DVD or other product must be actually received by NYTVF no later than January 15, 2013 at New York Television Festival – Attn: "Best Of DVD, 121 West 27th Street, Suite 901, New York, NY 10001.

Copyright: Subject to the rights granted to NYTVF as described above and the other terms and conditions herein, each entrant shall retain the copyright in and to his or her respective entry.

Publicity: Some or all of the entrants whose entries are chosen as Finalists, including the winner of the Competition, may be required to participate in a reasonable number of customary promotional and publicity activities (including, without limitation, public appearances, press junkets, interviews, and the like) to promote The New York Television Festival and the Competition. If an entrant is not willing or not able to participate in such customary promotional activities at the time of the announcement of the winners, NYTVF reserves the right to select another winner.

Additional Conditions of Participation: If for any reason the Competition is canceled or cannot be administered or completed as planned, the NYTVF reserves the right, at its sole discretion, to terminate, modify and/or suspend the Competition and to determine the winner by having the judges evaluate all eligible entries received prior to the action taken, or as otherwise deemed fair and equitable by the NYTVF in its sole discretion.

Without limiting the foregoing, the NYTVF reserves the right to terminate, modify or suspend this Competition due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; terrorism, war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; the recapture of any time period scheduled for the live telecast of a program for an event of national importance or emergency; failure of technical facilities; failure of essential production, or technical personnel to appear or be available for production or broadcast; or other cause beyond its control. By entering, each entrant agrees that should this Competition be terminated for any reason, such entrant irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.

Names of Finalists and Winner: For the names of the Finalists and the Winner, available after July 1, 2013, mail a self-addressed, stamped envelope to: New York Television Festival – Attn: NBC Drama List of Winners, 121 West 27th Street, Suite 901, New York, NY 10001.

ADDITIONAL TERMS: NYTVF reserves the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Entry Rules. Any attempt to deliberately damage the Competition or the operation thereof is unlawful and

subject to legal action by NYTVF, which may seek damages to the fullest extent permitted by law. The failure of NYTVF to comply with any provision of these Official Entry Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of NYTVF (excepting compliance with applicable codes and regulations), or other “force majeure” event will not be considered a breach of these Official Entry Rules. Designated Entities assume no responsibility for any injury or damage to entrants’ or to any other person’s computer relating to or resulting from entering or downloading materials or software in connection with the Competition. Designated Entities are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Entry Rules; for any human or electronic error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. NYTVF reserves the right to cancel, modify, or suspend the Competition or any element thereof (including, without limitation, these Official Entry Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Entry Rules). NYTVF may prohibit any entrant or potential entrant from participating in the Competition, if such entrant or potential entrant shows a disregard for these Official Entry Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, NYTVF, or NYTVF’s agents or representatives; or behaves in any other disruptive manner (as determined by NYTVF in its sole discretion).

DISPUTES: THE COMPETITION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

Questions: For additional information, please contact: submissions13@nytvf.com