



**CONTEST RULES AND REGULATIONS:  
FILMLOOP, INC.  
“BEST HALLOWEEN COSTUME” CONTEST**

**Eligibility:** Entry deadline is November 5, 11:59 pm PST. Entrant must be an individual who is at least the age of majority in his or her jurisdiction of residence. Entrant must be a legal resident of the United States or Canada, excluding residents of the province of Quebec and the state of Arizona. FilmLoop, Inc., in their sole discretion, shall determine the eligibility of Entrants and the time of entry.

Employees, independent contractors, advisors, officers, and directors of FilmLoop, Inc., their affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, the judges, and the immediate family members and persons living in the same household of such persons, are not eligible to participate in the Contest.

Entrants who do not comply with any of these requirements or the Official Rules are not eligible to compete or win a prize. The Contest is void where prohibited by law.

**Entry:** All entries to the Contest must be submitted electronically to the email address [contest@filmloop.com](mailto:contest@filmloop.com). Entries must also include a way to contact the photo owner. If photos adhere to rules as outlined in this document, photos will be added into the Loop featured on the blog at [http://filmloop.typepad.com/filmloop/2006/10/halloween\\_loop\\_.html](http://filmloop.typepad.com/filmloop/2006/10/halloween_loop_.html).

By submitting an entry form for the Contest, Entrant agrees to abide by and be bound by these Official Rules and any decision FilmLoop, Inc. or their designees make regarding any matters relating to the Contest. All decisions made by FilmLoop, Inc. or its designees shall be final and binding. FilmLoop, Inc. reserves the right to disqualify from the Contest, and any future contest or other promotion conducted by any of FilmLoop, Inc., and to prosecute to the fullest extent permitted by law, any Entrant who, in FilmLoop, Inc.’s reasonable suspicion, tampers with any of FilmLoop, Inc.’s sites, the entry process, the Contest, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner. In the event of disqualification of the winner, FilmLoop, Inc. may replace the winner with the next runner-up at the sole discretion of FilmLoop, Inc.

Each Entrant grants FilmLoop, Inc. the right to disseminate information regarding the entries as part of FilmLoop, Inc.’s ongoing marketing and public relations efforts with or without naming the Entrant and without compensation, notice to or approval from the Entrant, unless prohibited by law.

By entering the Contest, Entrant consents to FilmLoop, Inc.’s use of his or her name, photograph and/or likeness, address, voice, and statements made by or attributed to him or her, in perpetuity, in any and all media now known or hereafter developed (including, without limitation, print,

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broadcast, and Internet), for all business purposes including advertising and promotional activities without additional compensation, notice or approval, unless prohibited by law.

By entering the Contest, Entrant warrants that he or she is the sole designer, creator, and owner of the entry, including all visual components, or has permission to use copyrighted components, and further warrants that the entry does not contain information considered by Entrant's place of business or any other third party to be confidential, and that the entry does not infringe the rights of any third parties.

**Images:** If used, imagery must be original works created by the Entrant. Entrant must have obtained all necessary releases from any persons or related to any subject matter appearing in Entrant's original works.

**Judging Criteria:** Judging to determine the winner will be conducted by the FilmLoop, Inc. or their designee(s).

**Finality of Decisions.** All decisions of the FilmLoop, Inc. are final and binding in all matters relating to this Contest.

**Grand Prizes:** The winner of the Contest will be awarded an iPod Shuffle (<http://www.apple.com/ipodshuffle/>). Up to 50 runners up will receive a \$10 gift certificate to iTunes. (<https://phobos.apple.com/WebObjects/MZFinance.woa/wa/prepaidWizard>)

The winner may be required to sign an additional publicity release, liability waiver, and statement of eligibility before receiving any prize. The prizes will be awarded and mailed or emailed to the winner.

The Halloween Loop will be promoted on FilmLoop, Inc.'s web site ([www.filmloop.com](http://www.filmloop.com)) as well as other FilmLoop pages, including, but not limited to, FilmLoop's blog and FilmLoop's MySpace profile.

**Taxes: ALL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER.** FilmLoop, Inc. reserves the right to withhold any taxes as required by applicable law. All prizes will be awarded (other than prizes withheld for tax purposes as required by applicable law) and are not transferable. No substitutions (including for cash) are permitted, except Sponsor reserves the right to substitute prizes of equal or greater monetary value to the prizes if for any reason any prize cannot be awarded as contemplated in these Official Rules. The winner will be required to supply a Social Security number (or, in Canada, a Social Insurance Number) or Taxpayer ID prior to the award of any prize.

**Notification of Winner.** The winner will be notified by e-mail and/or regular mail and must sign and return an affidavit (or, in Canada, a declaration) of eligibility and compliance with these

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Official Rules, a publicity/liability release (unless prohibited by law), and any other requested documents within the time period stipulated in the documents. Failure to comply with this requirement may result in disqualification. Any notification returned as undeliverable may result in disqualification. In the event of a dispute about the identity of an individual, entries made online will be declared submitted by the Authorized Account Holder of the e-mail address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider or online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The winner may be required to provide FilmLoop, Inc. with proof that the potential winner is the Authorized Account Holder of the e-mail address associated with the winner.

The name of the winner will be posted for a period of time at <http://www.filmloop.com>.

**Disclaimer and Limit of Liability:** FILMLOOP, INC. MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR ENTRANT'S PARTICIPATION IN THE CONTEST. FILMLOOP, INC. SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, COST, OR INJURY THAT ARISES FROM OR RELATES TO PARTICIPATION IN THE CONTEST, OR WINNING OR USE OF A PRIZE, INCLUDING BUT NOT LIMITED TO: (I) LATE, LOST, DELAYED, DAMAGED, MISDIRECTED, INCOMPLETE, OR UNINTELLIGIBLE ENTRIES; (II) TELEPHONE, ELECTRONIC, HARDWARE OR SOFTWARE PROGRAM, NETWORK, INTERNET, OR COMPUTER MALFUNCTIONS, FAILURES, VIRUSES OR DIFFICULTIES OF ANY KIND; (III) FAILED, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSIONS; (IV) THE DOWNLOADING OF ANY MATERIAL IN CONNECTION WITH THIS CONTEST; AND (V) ANY OTHER CONDITION THAT MAY CAUSE THE CONTEST TO BE DISRUPTED OR CORRUPTED. FILMLOOP, INC. RESERVES THE RIGHT, IN THEIR SOLE DISCRETION AND WITHOUT PRIOR NOTICE, TO SUSPEND OR CANCEL THE CONTEST OR ALTER THE RULES FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IF AT ANY TIME A COMPUTER VIRUS, TECHNICAL PROBLEM, OR OTHER UNFORESEEABLE EVENT ALTERS OR CORRUPTS THE ADMINISTRATION OF THE CONTEST.

**Release:** BY ENTERING THE CONTEST, EACH ENTRANT AND EACH OF ITS EMPLOYEES, CONSULTANTS, OFFICERS, DIRECTORS AND AGENTS RELEASES AND AGREES TO HOLD HARMLESS FILMLOOP, INC. AND THEIR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, THOSE RELATED TO PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, INFRINGEMENT OF PROPRIETARY RIGHTS, RIGHTS OF PUBLICITY OR PRIVACY OR DEFAMATION) ARISING OUT OF OR IN CONNECTION WITH: (I)

**ENTERING THE CONTEST; (II) ACCEPTANCE OR USE OF ANY PRIZE; OR (III) OTHERWISE ARISING OUT OF OR RELATING TO THE CONTEST.**

**Governing Law.** The Contest and the rights and obligations of FilmLoop, Inc. and Entrants will be governed by and controlled by the laws of the State of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the State of California, Santa Clara County. The parties consent to the jurisdiction of the state courts of California and federal court located within such state and county with respect to any action, dispute or other matter pertaining to or arising out of the Contest.

All questions regarding the Contest should be directed by e-mail to [contest@filmloop.com](mailto:contest@filmloop.com).