

iamAFRICA SHORT FILM COMPETITION

TERMS AND CONDITIONS

PLEASE READ THESE RULES CAREFULLY AND COMPLETELY.

PLEASE READ THESE COMPETITION OFFICIAL RULES (“OFFICIAL RULES”) CAREFULLY, AS THEY GOVERN THE REQUIREMENTS TO PARTICIPATE AND ADVANCE IN THE COMPETITION AND THEY GRANT PRODUCER VARIOUS RIGHTS IN YOUR MATERIALS AND PERFORMANCE, NAME AND LIKENESS.

THERE IS NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS COMPETITION. A VALID YOUTUBE ACCOUNT IN YOUR LEGAL NAME AND INTERNET ACCESS ARE REQUIRED FOR ENTRY. DATA CHARGES MAY APPLY. THIS COMPETITION IS VOID WHERE PROHIBITED BY LAW.

OFFICIAL RULES

COMPETITION OVERVIEW

Pan African Film Festival (“**PAFF**”, “**Producer**”) is the Producer of this Competition and is referred to as Producer in these Official Rules, where appropriate.

As more fully set forth below, the Competition is a presenter-based competition in which content creators who meet the Eligibility Requirements set forth below (each an “**Entrant**,”) can upload on PAFF.org (“**PAFF**”) an original audiovisual video from all genres, which include but is not limited to, short narrative films, short documentaries, short skits, web series pilot and/or short experimental piece, that was produced after January 2017 (collectively, the “**Video Submission**”), to be eligible to compete for the opportunity to attend the 28th Annual Pan African Film Festival held in Los Angeles, CA in February 2020. Eligible Video Submissions that meet the requirements set forth herein and that are submitted within the permissible Video Submission periods below will be reviewed by Producer representatives (“**Semifinalist Judges**”) who will select up to Fifty-Four (54) Video Submission Entrants to move forward as Semifinalists (the “**Semifinalists**”) in the Competition. The Semifinalist Judges will determine the Semifinalists in their sole and absolute discretion. The Video Submissions of the Semifinalists will be uploaded to the PAFF YouTube

Channel. Producer will notify each Semifinalist by posting a message on each Semifinalist's YouTube page informing them of their Semifinalist status.

Producer representatives ("**Finalist Judges**") will select up to Twenty (20) of the Video Submission Entrants to move forward as finalists (the "**Finalists**") in the Competition. The Finalist Judges will determine the Finalists in their sole and absolute discretion. The Video Submissions of the Finalists will be uploaded to the PAFF YouTube Channel. Producer will notify each Finalist by posting a message on each Finalist's YouTube page informing them of their Finalist status.

A jury panel ("**Winner Judges**") will select up to Three (3) of the Video Submission Entrants to move forward as winners (the "**Winners**") in the Competition. The Winner Judges will determine up to Three (3) Winners in their sole and absolute discretion. The Video Submissions of the Winners will be featured on the PAFF YouTube Channel and on PAFF.org.

Each Winner will be given an opportunity to travel to Los Angeles to attend the 28th Annual Pan African Film Festival in Los Angeles, CA where each film will be screened to a public audience.

There will also be up to One (1) of the Video Submissions selected by the public via online voting at PAFF.org to move forward as a winner (the "**Winner**"). Online voting will begin in December 2019 or January 2020 on a date that will be announced in December. The announcement of the online voting dates will be posted at PAFF.org and on PAFF's YouTube channel.

Winner may be given an opportunity to travel to Los Angeles to attend the 28th Annual Pan African Film Festival in Los Angeles, CA where each film will be screened to a public audience.

RIGHTS & WARRANTIES

1. Video Submission License: Entrant grants to PAFF a non-exclusive, royalty-free, perpetual, worldwide, sub-licensable license to host, store, copy, reproduce, distribute, publish, perform, display, create derivative works based on (e.g., combine portions of the Video Submission in combination with other content), issue copies of and communicate and otherwise make available to the public, and otherwise use Video Submission or any part thereof in all media, whether now known or hereafter devised in connection with PAFF products or services including for promotional purposes and for paid advertisement. The foregoing license includes (and Entrant is responsible for obtaining and paying for) all licenses, permissions, rights, clearances and associated royalties that are required to use any underlying and third party content (including musical compositions and sound recordings) that is incorporated in, synchronized with or is part of Video Submission. PAFF may sublicense the rights granted in this Agreement to PAFF Affiliates. Entrant grants PAFF the unrestricted ability to transfer all the above referenced rights to Google and YouTube.

2. Video Submission Warranty. Entrant warrants that: (i) it has and will retain all necessary rights to grant the licenses in this Agreement and provide the Video Submission to PAFF, it has used and will continue to use reasonable care and skill in creating or collecting the Video Submission, to the extent permitted by applicable law, any moral rights associated with the Licensed Content have been waived or the owner of such rights has agreed not to assert them, the Video Submission will: be free from material inaccuracy, not contain any third party's personally identifiable information unless approved in writing by PAFF, not violate any right of privacy or right of publicity nor breach any law, regulation or code of practice relating to the use of personal data, not contain any viruses or other malicious code.

HOW TO PARTICIPATE

Entrant must meet all of the Eligibility Requirements set forth below and be a registered user of YouTube and subscribe to PAFF's YouTube Channel. YouTube registration is free and can be completed by visiting the YouTube website at www.youtube.com and following the onscreen instructions to create an account. By creating a YouTube account, you agree to abide by and be bound by the YouTube Terms of Use and Privacy Policy which can be found on www.youtube.com; if you do not agree to these terms, and do not subscribe to PAFF's YouTube channel, and do not submit a Video Submission at PAFF.org for the Competition, you will not be eligible to compete.

You must subscribe to PAFF's YouTube channel AND submit your Video Submission on PAFF.org in accordance with the foregoing instructions during the Video Submission Period as set forth below to be eligible for the Competition. Entrant's submission of a Video Submission constitutes Entrant's acceptance of these Official Rules and all other rules, procedures and protocols as may be designated by Producer from time to time. Producer has the sole discretion to determine whether a Video Submission meets the Competition entry requirements.

Your Video Submission must be uploaded using the form located at www.PAFF.org/iamAFRICA. Entrant may be required at any point during the Competition to show proof of being the authorized account holder of the YouTube account associated with their the Entries. The authorized account subscriber is defined as the natural person who is assigned a YouTube account by YouTube. By entering this Competition, you agree that you are solely responsible for all data charges that you may incur. All such charges are billed by and payable to your Internet/mobile service provider. Please contact your participating Internet/mobile service provider for pricing plans, participation status and details.

PLEASE NOTE THAT ANY AND ALL SUBMISSIONS AND METADATA SUBMITTED FOR THIS COMPETITION MAY BE PUBLICLY VIEWABLE. IN ADDITION, ENTRANTS ACKNOWLEDGE THAT THEIR VIDEO SUBMISSIONS MAY BE REPOSTED BY THE PUBLIC AND/OR OPEN TO PUBLIC COMMENTARY, FOR WHICH PRODUCER SHALL NOT BE LIABLE. VIDEO SUBMISSIONS, SEMIFINALISTS, SEMIFINALISTS, FINALISTS AND WINNERS IMAGES, INTERVIEWS, BIOGRAPHICAL INFORMATION AND/OR ALL OR PART THEREOF MAY BE LIVE STREAMED ON PRODUCER'S YOUTUBE CHANNEL AND/OR, SOCIAL MEDIA PLATFORMS AND MAY BE BROADCAST ON ONE OR MORE OF PRODUCER'S TELEVISION, DIGITAL OR OTHER LINEAR PLATFORMS AT ONE OR MORE LATER DATES IN PRODUCER'S SOLE DISCRETION.

Any questions or comments regarding the Competition should be directed to iamAFRICA@PAFF.com.

By entering the Competition, Entrant hereby grants to Producer (and any and all of Producer's subsidiaries and affiliates, successors and assignees and licensees) the non-exclusive, worldwide, perpetual, irrevocable right and license (as applicable), but not the obligation, to use, exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, superimpose, rebroadcast, transmit, record, publicly perform and distribute, all of Entrant's Submission Video in connection with the Competition, including without limitation, the Video Submission, the Semifinalists, Finalists, and Winners appearances (as applicable) (collectively, each Entrant's "**Performances**"), and/or any portions, elements, and/or excerpts thereof, as well as the Entrant's name, YouTube username, city and country, biographical information, statements, voice, clips of interviews, photographs and/or other likenesses (unless prohibited by law) (collectively the "**Entrant Materials**"), in any manner, in any and all languages, an unlimited number of times, in any and all media, now known or hereafter devised for any purpose. Producer may use any of the Entrant Materials/Performances to advertise, promote and publicize, the Competition, Producer, Producer's businesses, products and/or worldwide programming services and/or Producer's websites in all media throughout the universe, whether now known or hereafter devised, in perpetuity, for an unlimited number of times, for any purpose and may authorize others to do so; such advertising, promotion and publicity may include portions and excerpts, in addition to cut-in, synchronized, dubbed, edited, and superimposed versions of the Entrant Materials and/or Performances. Entrant acknowledges that Producer may use the Entrant Materials and/or Performances in accordance with the permission granted herein without any payment to Entrant or any third party.

PRIZES

Up to Four (4) Winners will each be eligible to travel to Los Angeles, California to attend the Pan African Film Festival in Los Angeles, CA in February 2020.

Confirmed Winners will also receive one (1) roundtrip coach class airfare to/from Los Angeles, one (1) standard hotel room on such dates as specified by Producer, roundtrip ground to and from airport and hotel and \$64 per diem while in Los Angeles on such other dates as specified by Producer.

Prizes have no cash value.

Prizes must be accepted as awarded and are not convertible to cash. Prizes may not be sold, traded or transferred. Producer reserves the right in its absolute discretion to substitute a prize or prize component for one of equal or greater retail value for any reason whatsoever. Any portion of the Prizes that are not accepted by the Finalists or Winner (as applicable) will be forfeited.

Costs and expenses incurred by the Finalists and Winner in claiming or using the Prizes and which are not outlined in the above Prize descriptions are the sole responsibility of the Finalist or Winner (as applicable) and include but are not limited to: visas, applicable airport departure taxes, airport parking fees, airport improvement fees or similar charges; medical and travel insurance; hotel room service; laundry service; local and long distance telephone calls; internet charges; merchandise and souvenirs; incidental expenses; gratuities; and all other costs and expenses not specifically included in the above Prize descriptions.

Odds of winning depend on the total number of eligible Video Submissions received.

VIDEO SUBMISSION PERIOD

Video Submission Period is September 4 – October 31, 2019.

ELIGIBILITY REQUIREMENTS

The Competition is open only to individuals who meet the following Eligibility Requirements:

Production: Completed films must have been produced within the last three years. (after Jan 2017)

- Genre:* All genres and styles will be accepted
- Language:* Must be English language or with English subtitles.
- Length:* Completed film must be less than 30mins (including film credits)
- Location:* Completed film must be shot entirely on the African continent.
- Content:* There are no content restrictions, however, all submitted film(s) must comply with the terms of use that govern the YouTube platform.

Who Can Apply:

- A. Entrant(s)/Content Creator(s) must self identify as African and reside and work on the African continent.
- B. Must be at least 18 years of age or older at the time of entry
- C. Must be a current subscriber to the PAFF YouTube channel at the time of entry and throughout the Competition
- D. Must have a valid and current YouTube account at the time of entry and throughout the Competition
- E. Must be willing, available and able to travel to and remain in Los Angeles on the designated dates (currently scheduled for February 13-23) which can be modified at Producer's sole discretion) should Entrant advance in the Competition to a Winner.
- F. Must have a valid passport for entry into the United States and must have all applicable visas needed for entry into the United States (if applicable). If Entrant does not have the foregoing visa, Entrant must be willing to apply and pay for any applicable visas if needed and must obtain such visa before departing for the United

States. Producer is not responsible if Entrant is denied entry into United States and/or Los Angeles for any reason.

- G. Must sign these Official Rules ("**Entrant Agreement**"), a materials release and appearance release (if applicable) before submitting Video Submission and such other agreements, rules and documentation required by Producer

- H. May not be, or have an immediate family member (including, without limitation, spouse, ex-spouse, domestic partner, ex-domestic partner, parents, grandparents, siblings, children, and step-children), and/or those living in Entrant's household (whether or not related) who is, an employee, officer, or board member of any of the following, either currently or within the last two (2) years:
 - 1. Pan African Film Festival
 - 2. YouTube/Google
 - 3. The Africa Narrative
 - 4. Any person or entity supplying prizes and/or services to the Competition; or
 - 5. Judges or any other person or entity involved in the development, production, distribution or other exploitation of the Competition or Project or any variation thereof. Should any Entrant discover they have an affiliation to any of the above, Entrant shall immediately notify Producer of such affiliation.

- I. Must be in compliance with the Content Restrictions set forth below.

- J. If any Entrant is a member of a collective bargaining organization, such Entrant is solely responsible for determining whether Entrant's participation in the Competition and Project complies with Entrant's

obligations under collective bargaining agreements. Producer reserves the right to address any union or guild issues arising from this Competition in its absolute discretion, including disqualifying any Finalist or Winner who would otherwise cause Producer to violate a union or guild agreement.

CONTENT RESTRICTIONS

Video Submissions must be 100% the original work and sole property of the Entrant(s) submitting them.

A. The Video Submission must not have been previously commercially released, licensed, optioned (or currently under contract to be optioned), must be free/unrestricted for use hereunder and must not have not been included as part of a theatrical motion picture, television or online program. If prior to entering the Competition, Entrant previously submitted the Video Submission into another competition(s) and did not win or advance in the competition, then Entrant must disclose the name of the other competition at the time of entry. Producer reserves the right to remove Video Submission from the Competition. By submitting a Video Submission, Entrant represents, warrants and covenants that it will not be entered into any other contest or competition until the Winner is announced.

B. Entrant acknowledges that Producer may have songs, lyrics, videos, scripts, drafts, motion pictures, television programs, clips and/or other creative materials in development or production that include ideas, words, lyrics, music, concepts, plots, characters, settings, and themes similar to Entrant's Video Submission and that Entrant will not be entitled to any compensation or right to negotiate with Producer or any Producer Affiliates because of any such similarities. Nothing in these Official Rules or related materials shall create an implied or express contract to compensate Entrants for their Video Submission, appearances, or likeness associated with this competition.

C. Must be in compliance with the Eligibility Requirements set forth above.

D. Entrant represents and warrants that Video Submission does/do not and **will not** contain, include or involve any of the following:

1. Infringing music, words or other content (e.g., music, words or content that is owned by, was contributed to, or was taken from another person or party other than Entrant)
2. Crude, vulgar or offensive pictures, depictions, actions, images, language and/or symbols
3. Unauthorized Commercial products (e.g., clothing, shoes, toys, food) and/or their trademarks, brands, logos or endorsements
4. Unauthorized trademarks and copyrighted material (e.g., music, fake Oscar statuettes, etc.)
5. Apparel that contains, without limitation, any logos, trademarks, pictures, images promoting violence, images displaying violence, explicit sexual activity, derogatory characterizations of any ethnic, racial, sexual or religious groups, or include words that are aimed at or are likely to embarrass or humiliate other people or paint any other person in a false light
6. Pornography
7. License plates, phone numbers, personal addresses – physical or email or otherwise
8. Website or web page links
9. Derogatory characterizations of any ethnic, racial, sexual or religious groups, words or acts that are aimed at or likely to embarrass or humiliate other people or paint any other person in a false light (publicly or otherwise), harmful to users of the YouTube (including PAFF's YouTube page) or could adversely impact the Competition, YouTube (including PAFF's YouTube page) and/or other Entrants
10. Trespass or the violation of other people's rights or property
11. Illegal (e.g., discriminatory, harassing) or inappropriate activity, behavior or conduct (e.g., inflicting emotional distress)
12. Conduct or activities in violation of these Official Rules
13. Content or activity that is defamatory, slanderous or otherwise violates the rights of any third party (e.g. rights of privacy)
14. Any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, or reflect negatively on Producer, as determined by Producer in its sole discretion

E. Producer is not obligated to, use, publish, display or broadcast any Video Submissions, Songs, Performances or other material submitted by any Entrant or with any entry. Entrant acknowledges that Producer will rely on such Entrant's agreement and compliance with these Official Rules when Entrant submits or attempts to submit the Video Submission. Producer reserves the right to disregard any submissions that it deems, in its sole discretion, to violate any of its "Standards and Practices" policies or the terms and conditions set forth in these Official Rules. Producer may, but is not obligated to, modify or edit any submitted materials or request Entrants to do so, so that such materials meet such guidelines.

F. In submitting a Video Submission, each Entrant agrees, confirms and represents to Producer that neither he/she nor anyone else has engaged or taken part in (or induced or encouraged anyone else to do so) in any activity or conduct in connection with this Competition that: (a) 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, or loss or damage to any person, other living thing or any property; (b) 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; or (c) violates any of the terms or conditions of these Official Rules.

G. By entering the Competition, entrants represent that they satisfy the above Eligibility Requirements as of the date of entry. Producer is relying on the accuracy of these representations and each entrant agrees that if he or she discovers that any of his or her representations are inaccurate or incomplete, the entrant shall immediately notify Producer. All decisions regarding eligibility requirements and eligibility shall be determined by Producer in its sole and absolute discretion.

TIMING REQUIREMENTS/TIMEKEEPING

A. Entrant's Video Submission must be at least one (1) minute in length and no longer than thirty (30) minutes, including opening and ending credits.

B. Any and all official timings for the Competition shall be kept and determined by Producer in its sole discretion. Final Project content may be edited for timing purposes. Such editing will not affect the outcome of the Competition.

PRIZE/FINALISTS & WINNER'S OBLIGATIONS

The Prizes will be awarded subject to the condition that the Finalists and the Winners are and remain in compliance with the Official Rules at all times during the Competition. The Prizes cannot be substituted, shared, assigned, transferred, or exchanged. If Entrants, the Finalists and/or Winners are found to be ineligible or in violation of the representations and warranties in these Official Rules, they will forfeit her/his/their entitlement to the applicable Prize.

If the Finalists and/or Winners engage in (1) criminal conduct; (2) behavior (or makes statements), including, without limitation, on social media platforms that is obnoxious, inappropriate, threatening, or illegal, or which shocks, insults or offends a substantial portion of the community or reflects unfavorably on Producer in a significant and material way; (3) behavior that is intended to abuse, threaten, or harass any other person, Producer reserves the right to terminate their right to receive the applicable Prize. In either case, Producer will determine in Producer' sole discretion whether to award the applicable Prize to another alternate Finalist.

Finalists and/or Winner may be required to sign and deliver additional documents to confirm their grant of rights to submitted materials to Producer ("**Additional Documents**"). If Finalists and/or Winner do not complete and return Additional Documents within 5 business days after Producer's (or its designee's) request, Finalists and Winner hereby irrevocably appoint Producer as their attorney-in-fact with the full power to execute, acknowledge the Additional Documents and to

record the Additional Documents in the U.S. Copyright Office or elsewhere. Finalists' and Winner's appointment of Producer as its attorney-in-fact is coupled with an interest.

All Entrants who are awarded Prizes of any type or value shall be (i) personally responsible for the payment of any and all local, city, state, federal and other taxes and levies on the applicable Prize(s), if any, irrespective of how the Prize is paid or awarded and (ii) required to complete any and all local, city, state and/or federal employment, tax, eligibility and/or other documents required by Producer. Failure to complete any and all documents required by Producer may result in disqualification and/or partial or full forfeiture of the applicable Prize(s). Entrants who win a Prize that has a combined value that exceeds Six Hundred Dollars (\$600) will receive a Form 1099, which is the form used to report any taxable prize amounts to the IRS. Each Entrant should consult with his/her own tax advisors regarding the tax consequences of participating in the Competition and/or winning a Prize. All such taxes/levies may be required to be paid prior to such Entrant's actual receipt of any Prize(s).

Semifinalist Verification: Each potential Semifinalist must prove eligibility, including, without limitation, proof of age, residence, and visa status (if applicable) within twenty-four (24) hours of being notified as a potential Semifinalist. In the event of non-compliance by a potential Semifinalist such potential Semifinalist shall be disqualified and all privileges otherwise due as the Semifinalist shall be terminated and an alternative potential Semifinalist may be chosen from among all of the remaining applicable Video Submissions (as applicable) received if time permits in Producer's sole discretion. Each potential Semifinalist must sign these Official Rules, an appearance release and a materials release before appearing on-camera and any other documentation required by Producer, which may include signature of a User Generated Content Submission Agreement outlining the rights granted to Producer herein in each Video Submission, tax-related forms, Entrant's social security number or local equivalent for tax purposes. Failure to return all such documents and comply with deadlines, noncompliance with these Official Rules, or the return of any

prize or prize notification will result in disqualification and, in Producer's sole and absolute discretion, selection of an alternate Semifinalist.

Background Checks: Additionally, each of the Finalists may be required to pass a background check (the "Background Check") to Producer's satisfaction in its sole discretion before any Prize will be awarded. Any Background Check will take place after the notification of selection as a potential Finalist. If a potential Finalist fails any such Background Check, Producer reserves the right to disqualify such potential Finalist (who will not win any prize) and select another potential Finalist, who will be selected from among all remaining eligible Semi-Finalists.

Consent to use Name and Likeness: Except where legally prohibited, each Entrant grants permission to Producer, Producer affiliates, and their respective agents, representatives and designees to use Entrant's name, address (city and country only), photograph, voice, likeness, and Prize information in any manner, in any and all languages, an unlimited number of times, in any and all media, now known or hereafter devised for any purpose without any compensation to Entrant.

Representations and Warranties: In addition to all other representations and warranties set forth herein, by entering the Competition, Entrant represents and warrants that: (a) except for elements that are in the public domain, all elements of the Video Submissions, Songs, Entrant Materials and Performances are and shall be wholly original to the submitting Entrant, do not contain and will not contain any material owned, created, or co-created by any third party (except for materials or elements provided by Producer), and are not and will not be a copy or imitation of other material; (b) Entrant has the sole and exclusive right, without the need for any third-party permission, releases or consents, to grant all rights granted to Producer in these Official Rules and Producer may exercise such rights without obligation or liability to any third party; (c) none of the Video Submissions, Songs, Entrant Materials and Performances will defame, slander or infringe the rights of any third party, including, without limitation, copyright,

privacy rights, or paint any other person in a false light; (d) none of the Video Submissions, Songs, Entrant Materials or Performances is the subject of any threatened litigation or dispute that could give rise to a litigation; (e) Entrant has not previously commercially released, licensed or otherwise transferred rights to the Video Submissions, Songs, Entrant Materials and Performances to any third party; and (f) Entrant has satisfied all Eligibility Requirements in these Rules at the time of entry into the Competition and will notify Producer if circumstances change which would make Entrant ineligible.

No Obligation to Use: There is no guarantee that any Entrant will actually advance in the Competition. Producer reserves the right to adjust selection of Entrants and/or to make further determinations as to which Entrants will actually appear in the Project after considering the overall creative needs of the Project. Moreover, Producer reserve the right not to produce, release theatrically, or otherwise exhibit, distribute or exploit the Project and/or to produce the Pan African Film Festival.

Privacy: By entering this Competition, Entrant consents to the use of information submitted in connection with the Competition in accordance with the YouTube's Privacy Policy, and as described in these Official Rules. Additionally, you understand and agree that your Entry and any other personal information collected or accessed through the Competition Website in connection with the Competition may be used to process your Entry and, if applicable, fulfill prizing and announce winners and will be transferred to, processed and stored in the United Kingdom and United States. Any personal information held by Producer in connection with this Competition will be held on record for a reasonable period to fulfill the purpose for which such personal information was collected. If an Entrant gives Producer permission to pass on their personal information to a third party then, where permitted by law, this shall no longer be the responsibility of Producer and shall be subject to the privacy policy of that third party. In the event of any conflict between these Official Rules and such privacy policy, the terms of these Official Rules shall govern.

Indemnification: Entrant agrees to indemnify and hold harmless the Released Parties (defined below) from any and all third party claims, damages, demands, costs, expenses, losses and/or liability of any kind, incurred by or claimed against any of the Released Parties and arising from or related to Entrant's failure or alleged failure to comply with any of these Rules, including without limitation the Eligibility Requirements set forth herein, and/or a breach or alleged breach of the Entrant's representations, warranties, and covenants in these Official Rules and/or any other documents entered into by Entrant in connection with the Competition or Project.

GENERAL CONDITIONS

(a) All decisions regarding the Competition, including all rules and regulations and application and enforcement thereof, the awarding of Prizes, Entrant presentation order, judging Criteria and all other elements are at the sole and exclusive discretion of the Producer and are final and not subject to appeal.

(b) In consideration for being considered as an Entrant, each Entrant may be required to review and sign the Entrant Agreement and to review, sign and agree to abide by these Official Rules and other documentation required by Producer. Failure by an Entrant to comply with these requirements may result in disqualification.

PRODUCTION IRREGULARITIES

(a) All decisions regarding technical difficulties, computer or equipment errors, mechanical failures, human errors and/or irregularities, if any, including but not limited to the malfunction of any piece of equipment or electronics, or the failure of any audio equipment, in connection with the Competition will be determined by Producer in its sole discretion and shall be final and binding on all Entrants and not subject to appeal. If a possible irregularity affecting the Competition occurs, Producer will review the situation on a case-by-case basis and take appropriate action to preserve the fairness of the Competition as determined by Producer in its sole discretion. If Producer, in its sole discretion,

determines that a technical difficulty, mechanical failure, or human error has corrupted the Competition, Producer may take any remedial or reparative step, which, in its sole discretion, it deems necessary and/or appropriate.

(b) Producer reserves the right, at its sole discretion, to modify, cancel, postpone, delay, suspend and/or terminate the Project in whole or in part in the event that the Project is not capable of running as planned or as intended by these Official Rules by reason of any of the technical or other disabling causes or other causes that, in the sole discretion of Producer, impair, corrupt or interrupt the administration, fairness, security or integrity or proper play of the Project, including without limitation, hurricane, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, war, terrorist threat or activity or insurrection. In such event, Producer may, in its sole discretion: (i) postpone and/or reschedule and/or modify the Project, or (ii) cancel the Project in its entirety.

ADDITIONAL INFORMATION; ELIMINATION; PRODUCER DISCRETION

(a) Producer may provide additional instructions and information for each phase of the Competition, either orally and/or in writing, prior to and/or during the course of the Competition.

(b) Producer reserves the right, in its sole discretion, to add, remove, disqualify, replace and/or exclude any Entrants at any time for any reason whatsoever or for no reason at all, including without limitation: (i) violation of any portion of these Official Rules or any of Producer's instructions; (ii) refusal to participate in the activities required by Producer related to the Competition; (iii) improperly interfering with or tampering with any elements of the Competition or related activities, locations or equipment; (iv) if in Producer's sole discretion, an Entrant should not or is not able to continue for any reason in the Competition and/or any related activity; and/or (v) Producer determines in its sole discretion, that an Entrant is not mentally or physically fit to continue in the Competition or if

it determines that an individual is disruptive to the production of the Competition or any of the other participants.

(c) Without limiting Producer's rights herein, Producer reserves the right in its sole discretion to continue and/or discontinue one, some, or all of the rules, Competition, advancement and/or scoring methods set forth herein and may replace such methods with alternative rules, selection procedures different from those set forth herein. Producer reserves the right to provide further details concerning any such matters at a later date and to amend any applicable rules or instructions at any time and for any reason.

LOCATIONS

(a) Producer, in its sole discretion, will determine the specific locations, dates and times in which the Competition will take place.

(b) Entrants may be required to remain at a Competition location for the duration of the production of the applicable portion of the Competition in which they are involved unless specifically dismissed by Producer.

COMPLIANCE WITH RULES

All determinations by Producer shall be in Producer's sole and absolute discretion and shall be final and binding on all Entrants. By entering the Competition, each Entrant agrees to be bound by these Official Rules and to accept all decisions regarding the Competition as binding, final and not subject to challenge, review or appeal.

RULE MODIFICATION

Producer may, in its sole discretion, amend, delete, suspend, change, supersede and/or otherwise modify or replace these Official Rules prior to or during development or production, whether in writing or orally, and Entrants shall be bound thereby.

GOVERNING LAW

All disputes concerning the interpretation, validity and enforcement of these Rules or the rights and obligations of Entrants, Producer, Network or the Released Parties in connection with the Competition will be resolved in accordance with the internal laws of the State of California in the United States of

America, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

LIMITATIONS OF LIABILITY

The Released Parties are not responsible for: (a) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Competition or the Project; (b) technical failures of any kind; (c) technical or human error that may occur in the administration of the Competition or processing of submissions; (d) incorrect information, whether caused by Entrants, printing errors or any equipment used in the Competition; or (e) any inability of the Winner to accept or use any prize for any reason.

BY PARTICIPATING IN THIS COMPETITION, ENTRANT AGREES THAT PRODUCERS, COMPETITION ENTITIES AND THEIR PARENT COMPANY, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "**RELEASED PARTIES**") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM OR PARTICIPATION IN THIS COMPETITION OR ANY COMPETITION RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS COMPETITION,

ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS COMPETITION OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

NO RESCISSION OR INJUNCTIVE RELIEF

All rights granted to Producer under these Official Rules are irrevocably vested at the time of submission. To the maximum extent permitted by law, no breach by Producer of these Official Rules will entitle Entrants to equitable relief, whether injunctive or otherwise; and Entrant explicitly waives the right to seek or obtain any form of equitable relief, including the right to enjoin the development, production, exploitation and/or marketing of the Project. Entrants' sole remedy for any breach of these Official Rules or any other dispute related to this Competition and Project shall be an action at law for solely for compensatory damages. To the maximum extent permitted by applicable law, Entrant expressly waives all rights to seek incidental, consequential, special, punitive damages, or lost profits.

WAIVER

Producer's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

SEVERABILITY

Should any provision in these Official Rules be deemed void, invalid, illegal, unenforceable or inoperative, such invalid, illegal, unenforceable or inoperative section or provision shall not affect any other section or provision hereof, and the remainder of these Official Rules shall be effective as though such void, invalid, illegal, unenforceable or inoperative section or provision had not been contained herein.

SUSPENSION / TERMINATION

Producer has the right to modify, suspend, or terminate the Competition, if an event beyond Producer's control prevents Producer from continuing with the Competition (e.g., fire, flood, labor dispute, war, terrorist threat) (each, a "force

majeure event”). Additionally, Producer reserves the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures or any other factor beyond Producer’s reasonable control impairs the integrity or proper functioning of the Competition, as determined by Producer in Producer’s sole discretion. **WARNING: ANY ATTEMPT BY A ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THE COMPETITION OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, PRODUCER RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Producer reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any website associated with the Competition, and/or the legitimate operation of the Competition; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Competition is not capable of running as planned, Producer may, in Producer’s sole discretion, void any suspect entries and (a) modify the Competition or suspend the Competition to address the impairment and then resume the Competition in a manner that best conforms to the spirit of these Official Rules; or (b) terminate the Competition altogether and not award the Prize, or select the Winner based on the non-suspect Entries submitted as of the effective termination date.

INQUIRIES

These Official Rules are available on PAFF.org/iamAFRICA

RELEASE

To the maximum extent permitted by applicable law, Entrant, on behalf of Entrant and Entrant’s heirs, next of kin, spouse or spousal equivalent, guardians, legal representatives, executors, administrators, successors and assigns, (collectively “**Releasing Parties**”), irrevocably and unconditionally agree not to sue and to

release the Released Parties from all claims, damages, liabilities, costs, expenses of any kind (including, without limitation, attorneys' fees) (collectively, "**Claims**") using any legal theory (including, without limitation, intentional or negligent infliction of emotional distress, violation of privacy or publicity rights, defamation, false light, breach of implied or express contract, copyright infringement, etc.) arising from participation in the Competition or Project, including, without limitation, the application of the Criteria, selection process, these Official Rules, Entrant's depiction in the Project, references to Entrant and Entrant's Video Submission in the Project, production content similar to Entrant's Video Submission, or the exhibition or use of any materials submitted by Entrant to Producer. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, Producer shall have no liability for any personal injuries, death, property damage, or other damages or expenses resulting from or arising out of ENTRANT'S PARTICIPATION IN THE PROJECT OR any travel related to the Prize or THE PROJECT.