

BlackStar x Xfinity 2019 Branded Short Film Contest

OFFICIAL RULES

- **No purchase or payment of any kind is necessary to enter or win this contest. A purchase or payment of any kind will not improve entrant's chances of winning.**
- **Void where prohibited by law.**
- **This is a skills-based contest.**
- **Affidavit of Eligibility / Release of Liability / Prize Acceptance Agreement are required.**
- **All disputes will be resolved solely by binding arbitration and entrants waive the ability to bring claims in a class action format.**
- **Entrants must be able to attend the BlackStar Film Festival Awards on Sunday August 4, 2019 held at the Annenberg Center for the Performing Arts in Philadelphia, Pennsylvania to be eligible for the grand prize.**

BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH CREATE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO THE CONTEST ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **Description of the Contest:** The BlackStar x Xfinity Branded Short Film Contest 2019 (the "Contest") is designed to encourage filmmakers to submit imaginative branded content. The Contest seeks to identify aspiring creators. There will be a single prize for the best entry, demonstrating new and innovative forms of storytelling. Winning submission will be as determined by the Judges (defined below) in accordance with the Judging Criteria below and these Official Rules and are subject to verification.
2. **Eligibility:** This Contest is open only to entrants who are legal residents and physically located in one (1) of the fifty (50) United States, American Samoa, District of Columbia, Guam, Northern Mariana Islands, Puerto Rico, or the US Virgin Islands, and who are at least eighteen (18) years old at time of entry. All entrants are to post submission video based on the criteria outlined below.
 - a. Final eligibility to be determined at Sponsor's sole discretion. Persons who are any of the following are not eligible to participate or win the prize offered in the Contest: employees, officers, or directors of [insert legal entity] ("BlackStar") or Comcast Cable Communications Management, LLC ("Xfinity") and collectively with BlackStar, "Sponsor"), or its and their parent company and affiliate and subsidiary companies, participating advertising and promotion agencies.
 - b. Entries must be submitted by an individual ("Entrant") and not as a team. Upon entry, if Entrant fails the eligibility requirements of the Contest or does not abide by these Official Rules, then the Entrant will be disqualified. In the event of a dispute where a given submission is deemed to have been submitted by two (2) or more separate Entrants, without limiting Sponsor's rights and remedies, the Entrant that first submitted the submission will be deemed the proper Entrant for this Contest. In the event of any dispute regarding the identity of an Entrant, the relevant submission will be deemed submitted by the email account holder used to enter the Contest. Void where prohibited by law.
3. **How to Enter:** To enter this Contest, visit <https://blackstar.formstack.com/forms/xfinity> (the "Website") and complete the application to enter the Contest and submit your film (consistent with the Submission Guidelines below) beginning at 12:00am Eastern Standard Time ("EST") on June 16, 2019. The entry period ends at 11:59 p.m. EST on July 14, 2019 ("Entry Period"). Sponsor's designated clock is the official time clock of the Contest. Entry application must include full and accurate contact information for Entrant. Each entry must comply with the Submission Guidelines (defined below) and any rules set forth on the Website.
 - a. A submission may, in Sponsor's sole and absolute discretion, be rejected if it fails to follow the technical, creative, and legal requirements disclosed on the Website and in these Official Rules. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor's sole and absolute

discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. Entries not selected will not be acknowledged. Assurance of delivery of entries is the sole responsibility of the Entrant. Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

4. **Submission Guidelines:** In addition to the provisions set forth herein, each entry must also comply with the following guidelines or will be subject to disqualification ("Submission Guidelines"):
- a. The film must be in English (or in Spanish with English subtitles).
 - b. The film must be no more than sixty (60) seconds long.
 - c. Entrant must identify as indigenous and/or as a person of color.
 - d. The film must be shot with a minimum 1080p HD resolution.
 - e. The film submitted must have been completed after January 1, 2019.
 - f. Entrants must be able to attend the BlackStar Film Festival Awards Ceremony, scheduled to take place on August 4, 2019 held at the Annenberg Center for the Performing Arts in Philadelphia, Pennsylvania (the "Film Awards") to be eligible as the Winner.
 - g. During the Entry Period, submissions cannot be displayed or distributed except by us and you must maintain all rights, without third party obligations, to transfer your submission to us if you are selected as a winner.
 - h. In addition to the requirements set forth above, each entry must comply with the following:
 - I. The entry must be the Entrant's original work; however, entrant may use ideas and concepts that are in the public domain. The entry must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any third-party person or entity.
 - II. The entry must not contain any content or material that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, violent, racist, derogatory of any ethnic, racial, gender, religious, professional or age group or otherwise inappropriate or objectionable, as determined by the Judges and/or Sponsor in their sole and absolute discretion.
 - III. The entry must not contain any personally identifiable information of any person other than the Entrant. Should the Entrant include personally identifiable information about him/herself in the entry, Entrant acknowledges and agrees that such information may be disclosed publicly, and Entrant is solely responsible for any consequences thereof.
 - IV. The entry must not contain any clearly visible commercial content or logos of any entity other than Sponsor.
 - V. Entries that are lewd, obscene, pornographic, disparaging of the Sponsor or otherwise contain objectionable material may be disqualified in the Sponsor's sole and unfettered discretion.
 - VI. Entries cannot and will not promote any activity that is unsafe, hazardous, dangerous or prohibited by law. The Judges and/or Sponsor reserve the right to disqualify at any time, any entry that they determine, in their sole and absolute discretion does not meet the requirements of the Official Rules or is inappropriate for any reason. Proof of submission does not constitute proof of receipt.
 - VII. No background artwork should appear in the submissions unless it is an original work of the

Entrant. Any artwork, murals, etc. that can be seen in submissions must be created solely by the Entrant or Entrant must be the sole owner of all copyright interests therein.

- VIII. Submissions may only include; 1) original music created and performed solely by Entrant (i.e., songs must be composed, lyrics written and performed by Entrant), or 2) music that is owned by a third-party but has been licensed for use by Entrant, or 3) music that Sponsor provides to Entrant for use in the submission. Submissions that include any other songs or recordings are inappropriate and will be subject to disqualification.
- IX. Submissions must comply with these Official Rules and any Terms of Use posted on the Website and meet all specifications or requirements called for on the Site and other advertising for the Contest.
- X. The Entrant must have all rights, clearances, permissions, approvals and/or consents necessary for their submission, including, but not limited to, music rights, releases from all persons appearing in the submission, location releases for all recognizable locations, and releases from who participated in production of the submission. In the event that an Entrant does not have the appropriate rights or violates any of the Submission guidelines, the submission may be disqualified in the Sponsor's sole discretion. In the event of such a disqualification, Entrant may edit and resubmit the submission, provided that the Entry Period is still open.

5. **Judging:** After the conclusion of the Entry Period, all entries will be judged by a panel of entertainment industry experts ("Judges") based on the following judging criteria (the "Judging Criteria"), with each Judging Criteria equally weighted:

- a. Creativity and originality;
- b. Entertainment value;
- c. Characterization; and
- d. Production value.

Based on the total score the Judges assign to each submission using the Judging Criteria, one (1) winner will be selected as the Grand Prize Winner. Winning submission is subject to confirmation that they have met the eligibility requirements and complied with these Official Rules. If there is a tie after the Judges apply the Judging Criteria, Sponsor will bring in a tie breaking Judge to apply the same Judging Criteria to break the tie and determine the one (1) winner.

6. **Judging Process:**

- a. **Initial Judging:** Each submission will be judged by a panel of Judges who will evaluate and score entries based on the Judging Criteria. The highest overall scoring entry will be deemed the Grand Prize Winner, pending confirmation that they meet the eligibility requirements. Grand Prize winner will be notified by email or telephone on or about July 23, 2019. Within seven (7) days of winner notification, the Grand Prize Winner must respond and confirm their participation at the Film Festival Awards. Failure to respond during this time frame will forfeit the chance to win a prize and Sponsor will select an alternate winner (the entry with the next highest score) if time permits.
- b. Within seven (7) days of August 4, 2019, winner must also sign an Affidavit of Eligibility and Release of Publicity/Liability ("Affidavit and Release") (unless prohibited by law). Prior to being confirmed as the winner, winner may be required to submit clearances and releases for all people, locations, participants, service providers and media/content used within their film. Failure to respond during this time frame will forfeit the opportunity to win the prize and attend the Film Festival Awards. Sponsor will select an alternate winner (the entry with the next highest score), if time permits.
- c. Each Entrant and all the entries are subject to validation at any time by Sponsor and/or the Judges, whose decisions are final and binding in all respects. Entrants may be asked to sign additional documentation before being declared an official winner.

7. **Prize and approximate retail value:**

- a. The Grand Prize Winner will receive a **“Cash Prize”** of \$2,500 (twenty-five hundred dollars) USD. Payment will be in the form a corporate check made out to the winner’s legal name.
- b. The Grand Prize Winner will receive a **“Trip Prize”** consisting of travel to the Film Festival Awards, including roundtrip, economy/coach airfare from a major commercial airport selected by Sponsor, in its sole discretion, or other means of reasonable transportation selected by Sponsor, and four (4) nights’ hotel accommodations at Sheraton University City Hotel (one (1) room based on double occupancy) (a maximum retail value of \$1,250).
- c. Actual retail value of Trip Prize may vary depending on point of departure, travel dates and fare/rate fluctuations. All travel arrangements will be made at Sponsor’s discretion and must be made through the Sponsor or Sponsor’s designee. Certain restrictions and blackout dates may apply. The Grand Prize Winner must travel as and when designated by Sponsor or the Trip Prize may be forfeited, and an alternate Grand Prize Winner selected based on the process set forth above.
- d. The Grand Prize Winner must possess all required travel documents, including visas and valid passports, if and as applicable. It is the responsibility of the Grand Prize Winner to provide proper documentation (including government issued picture identification). All aspects of the travel portions of the Trip Prize must be conducted on such dates as determined by Sponsor in its sole and absolute discretion. The dates of departure and return are subject to change at Sponsor’s sole and absolute discretion. Airline tickets are non-refundable/non-transferable and may not be valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel route and select hotels in its sole and absolute discretion. The Grand Prize Winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round-trip air transportation element for the Trip Prize begins and ends at the point of departure. The Trip Prize is subject to seat and hotel availability, as well as Sponsor’s and prize providers’ terms and conditions generally applicable thereto. If in the judgment of Sponsor air travel is not required due to winner’s proximity to the Film Awards, ground transportation will be substituted for round-trip air travel at Sponsor’s sole and absolute discretion. The difference in value will not be awarded to the winner.
- e. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any Trip Prize-related services or accommodations. Sponsor is not liable for any missed prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Additional prize award details and travel information to be provided at the time of Trip Prize notification. Winner is responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Winner may be required to provide a credit card at the time of hotel check-in. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by Sponsor’s transportation carrier(s) of choice. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. All expenses not specifically mentioned herein, are not included as part of any Trip Prize package, and are solely the winners responsibility, including, but not limited to: hotel taxes, additional ground transportation at the Grand Prize Winner’s destination(s), travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Transportation carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of the winner.
- f. All other expenses not specified herein are the responsibility of the winner. **ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNER.**

- g. Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. In the event a winner engages in behavior that (as determined by Sponsor or any prize provider, in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the right to receive a prize, including ending a trip (if applicable) or other applicable experience early. All prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize winner will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether they, in whole or in part, are used. The value of any prize awarded to a winner may be reported for tax purposes as required by law. The winner will be required to provide Sponsor with a valid social security number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 will be issued in the name of winner for the actual value of the prize(s) received. Unclaimed prize(s) will be forfeited.

- 8. **Intellectual Property Rights in Submissions:** With the exception of the use of any Sponsor materials, the ownership rights to each submission will remain with the Entrants as more fully contemplated below. As a condition of winning the Contest, Winner, upon submission of their submission to the Contest, irrevocably grants to Sponsor, and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the submission, and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to Entrants or any third party, except for the awarding of the prize to the winner in this Contest. Sponsor, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works of submissions, to assign or transfer any or all of Sponsor's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the forgoing, Sponsor will have the right to use the submissions submitted as part of the Contest, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all "moral rights (droit moral)" now or hereafter recognized in connection with submissions submitted as part of the Contest. Entrants agree that Sponsor shall have the sole discretion in determining the extent and manner of use of submissions and are not obligated to use any submission. Entrants acknowledge that as a condition of participating in the Contest and/or being selected as the winner, Sponsor may request that the Entrant's winning submission be assigned to Sponsor or otherwise that Sponsor may choose to obtain (in its discretion) a 12-month exclusive option to use and air the submission and after such 12-month period expires Sponsor has the right of first refusal to extend the license for an additional 12-month period for a one (1)-time payment of \$5,000.

- a. Entrants will be required to confirm such rights grant by completing and submitting an Affidavit and Release (and any other documents reasonably required by Sponsor) or such Entrant will otherwise be disqualified from receiving his/her prizes. Entrants must maintain the ability to assign all such rights to Sponsor free of any limitations, restrictions or third-party obligations. All submissions that are posted on the Website or elsewhere are available to be viewed by anyone with access to the Internet.

- 9. **Condition of Participation:** Prizes are awarded without warranty of any kind from Sponsor, express or implied, without limitation, except where this would be contrary to federal, state, or local laws or regulations. Submission of entry into this Contest deems that Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Contest. Return of any prize/prize notification may result in disqualification and selection of an alternate winner, as applicable and if time permits. Potential prize winner will be required to sign and return an Affidavit and Release at any time thereafter (as requested by Sponsor) as a condition to receiving the prize. Failure to comply with this requirement may result in disqualification and potential selection of an alternate winner. Sponsor may

document and film the Film Festival Awards and Entrants' participation therein by any means, including by taking photographs, video/film recordings, and/or sound recordings. By participating, each Entrant, that if their submission is chosen as a winner, consents to such activities and grants Sponsor and its partners and agencies permission to use, in perpetuity and by any means, the results of such activities for Sponsor's advertising and promotional purposes without additional compensation, unless prohibited by law. Entrant's participation and services in connection with such activities shall be deemed a work-made-for-hire for Sponsor, as such term is understood in copyright law. In addition, acceptance of any prize constitutes permission for, and winners' consent to, Sponsor and its partners and agencies, and their respective successors, assigns and licensees, to use a winner's name, photograph, biographical information and/or likeness and entry in any all forms of media and by any and all means (now and hereafter known), throughout the world, in perpetuity, for any purpose, including, without limitation, for advertising and promotional purposes, without any obligation, notice or additional compensation, unless prohibited by law. To the extent permitted by law, Entrants agree to hold Sponsor, its parent, subsidiaries, agents, directors, officers, employees, representatives and assigns harmless from any injury or damage caused or claimed to be caused by participation in the Contest (including, without limitation, participation in the Film Festival Awards and any related travel/lodging) and/or use or acceptance of any prize won. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize. An Entrant may be prohibited from participating in this Contest if, in the Sponsor's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of this Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Entrants, the Sponsor or associated agencies. Due to the unique nature and scope of this Contest, Sponsor reserves the right to alter or modify these Official Rules at any time. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Contest. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any Entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner. The Released Parties (defined below) are not responsible for any changes or unavailability of the social media platform or website used for purposes of administering this Contest that may interfere with the Contest (including any limitations, any restrictions, or any conditions on Sponsor's ability to use the social media platform or website for the Contest as set forth herein that are not acceptable to Sponsor) or ability of Entrant to timely enter, receive notices or communicate with Sponsor via the social media platform, in which case Sponsor, in its sole discretion, may terminate or modify the Contest. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR, AND ADMINISTRATOR IF APPLICABLE, RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. THE PENNSYLVANIA COURTS (COMMONWEALTH AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THESE COURTS.

10. **Elimination:** Any false information provided within the context of the Contest by any Entrant concerning identity, postal address, telephone number, ownership of right or noncompliance with these rules or the like may result in the immediate elimination of the Entrant from the Contest. Sponsor further reserves the right at any time, including after announcement of the winner to disqualify any entry that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Official Rules.
11. **Warranty and Indemnity:** Entrants certify that their entry is original and that they have the right to submit the entry in the Contest. Each Entrant agrees not to submit any entry that: (1) infringes any third party proprietary,

intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; (2) includes any personally identifiable information; or (3) otherwise violates applicable law. To the maximum extent permitted by law, each Entrant agrees to release, discharge and hold harmless Sponsor, and each of its respective directors, officers, employees, agents, successors and assigns ("Released Parties"), from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to Entrant's participation in the Contest and/or related to any prize (including, without limitation, losses, damages or injuries to Entrant's or any other person's equipment or other property, or to their persons, related to participation in the Contest; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property or other rights; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize). Without limiting the generality of the foregoing, Entrant agrees that Released Parties: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to prize(s), including, without limitation, to any prize's quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the prize(s) provided in connection with the Contest; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from Entrants participation in the Contest and to release all rights to bring any claim, action or proceeding against Released Parties. Sponsor is not responsible for the actions of Entrants in connection with the Contest, including Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. To the maximum extent permitted by law, each Entrant indemnifies and agrees to keep indemnified Sponsor at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which Sponsor will or may become liable by reason of or related or incidental to any act, default or omission by an Entrant under these Official Rules including without limitation, resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these official rules by an Entrant.

12. **Similar Materials:** Entrants acknowledge that Sponsor engages, has engaged and will in the future engage in the development, preparation, production, acquisition and dissemination of creative, entertainment, artistic and other material (collectively, the "Materials"), including, without limitation, Materials that are similar or identical to the submissions submitted in this Contest. Entrants also acknowledge that other persons, including employees of Sponsor, may previously have originated and may hereafter originate Materials that are similar or identical to the entries. Entrants agree that they will not be entitled to any compensation because of the use by Sponsor of any such similar or identical material.

Without limitation of the foregoing, Sponsor may use, without any payment or other obligation whatsoever to any Entrant, any part of the Materials, and any idea or concept contained therein, that: (a) is similar or identical to, or contains significant elements encompassed in, a concept that is under consideration or in development by Sponsor before or at the time of entry, (b) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws, (c) has been made public by anyone at the time of its submission to Sponsor or otherwise is in the public domain, (d) would be freely usable by a third person if it had not been accepted as a submission or the subject of any agreement, (e) is not protected by United States copyright law, or (f) is similar or identical to, or contains significant elements encompassed in, an idea, concept or material that is independently created by Sponsor or any third party. Entrants agree that Sponsor's development, preparation, production, acquisition, dissemination and/or exploitation of Materials similar or identical to the entries or containing features, ideas, material and/or elements similar to or identical with those contained in entries shall not entitle any Entrant to any compensation or other right or remedy. As an inducement to Sponsor to accept

each submission for entry into the contest, Entrants hereby waive any claim or right of action against Sponsor or its successors in connection with the Sponsor's use of any Materials (or any portions thereof) whether or not such Materials are similar or identical to a submission or contain any features, ideas, material and/or elements that are similar or identical to those contained in a submission. Acceptance by Sponsor of a submission is not an admission by Sponsor of the novelty or originality of the submission.

13. **Internet:** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. Sponsor is not responsible for theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Sponsor is not responsible for inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof, except to the extent that any death or personal injury is caused by the negligence of the Sponsor. If for any reason the registration process of the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest. Sponsor further reserves the right to disqualify any individual who tampers with the registration process. Caution: Any attempt by an Entrant to damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made; Sponsor reserves the right to seek damages from any such Entrant to the fullest extent of the law.
14. **Severability:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
15. **Sponsor:** The Sponsor of this Contest is [insert legal entity for BlackStar and address] and Comcast Cable Communications Management, LLC, 1701 JFK Boulevard, Philadelphia, Pennsylvania 19103.
16. **No Obligation to Use:** Sponsor shall have no obligation (express or implied) to use any 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 the submission for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof.
17. **Dates & Deadlines:** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of Entrants who will participate in the Contest.
18. **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 Entrant agrees to sign the same upon Sponsor's request therefor.
19. **Privacy / Information Submitted:** As a condition of entering the Contest, Entrant gives consent for Sponsor to obtain and deliver their name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information Entrant provides to Sponsor may be used to communicate with Entrant in relation to this Contest or on a Contest winner's list. Information submitted in connection with the Contest will be treated in accordance with the Website's Privacy Policy.
20. **Miscellaneous:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit and Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit and Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the

meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.