ZEITGEIST FILMS PRESENTS THE



STOP-MOTION ANIMATION CONTEST



The object:

To make a stop-motion animation film, no longer than three minutes long, on the theme of "panic." The film will be judged as a piece of entertainment, not just on the sophistication of its animation. The competition is open to all ages. [Please note that if you are under 18, you must have your parent's or legal guardian's consent to enter the contest and grant the rights you grant in these rules.]

The judges:

A Town Called Panic filmmakers Stéphane Aubier and Vincent Patar will select their favorite animation from a shortlist of 10 films selected by Zeitgeist Films.

The prize:

The winning film will be included on the US edition of the A Town Called Panic DVD and the winning filmmaker will receive five copies of the DVD when it is released commercially in the United States. Nine runner-up filmmakers will also receive a copy of the DVD and a poster and will have their film presented on Zeitgeist Film's YouTube Channel. [Only one (1) individual person per film will be the recipient of any prizes awarded. Such individual person shall be selected at the sole discretion of Zeitgeist unless an individual filmmaker of the submitted film is designated to be the recipient of any prizes on the signed entry form.]

The deadline:

March 1, 2010. The winner will be announced on the A *Town Called Panic* website on April 1, 2010.

How to make a stop-motion film:

For some tips on making stop-motion films visit:

http://photojojo.com/content/tutorials/stop-motion-digital-camera

or

http://www.wikihow.com/Create-a-Stop-Motion-Animation

The finished film, no longer than three minutes long, must be made into a .mov, .wmv, or .avi file no larger than 100MB. The film can be submitted on a disc or uploaded to our FTP site.

Guidelines:

All entry submissions must not infringe on any third party rights and all clearances, releases and other permissions must be obtained in writing from anyone who helped direct, produce and/or otherwise had a hand in making the film, including a representation from such person(s) that their contribution to the film is original and does not violate any third party rights.

While we encourage the use of toys in the animation—in keeping with the style of A Town Called Panic—please do not use any recognizable, trademarked toys such as Mr. Potato Head or Barbie Dolls or Lego. Hand-made objects or toys are preferable, as are non-trademarked objects. For the avoidance of any doubt, you MUST own or have secured ALL rights necessary for the commercial exploitation of your film without violating ANY rights of third parties.

All music in your film must be original (i.e. you can not use any music on CDs or MP3s you may own unless it is music you have written, recorded and exclusively own the copyright to the underlying composition and the recording). Also, do not have others (whether on screen characters in your film and/or otherwise) sing any copyrighted songs in your film (including, for example and without limitation, "Happy Birthday").

If there is dialogue in the film it must be in English or clearly subtitled in English.

Basic rules

(for complete rules see other side):

Zeitgeist retains non-exclusive rights to the films submitted in any and all media now know or hereafter devised in perpetuity. Any and/or all films submitted may be included on our *Town Called Panic* YouTube page. Zeitgeist Films will have the non-exclusive right to include the winning film on our DVD for the life of the DVD, and for as long as Zeitgeist Films is the US distributor of *A Town Called Panic*.

Zeitgeist will post a selection of the films submitted on the *Town Called Panic* YouTube channel, both prior to and after the March 1st deadline (at our discretion). The nine runners-up will all be included on the YouTube channel until the end of 2010 around which time they will be removed. All films selected for posting on YouTube will be subject to all of the terms and conditions of YouTube

(including, without limitation, all rights of YouTube to take down the films if they may violate the rights of any kind and/or nature of any third party.

The contest is open to USA residents only. Employees of Zeitgeist Films and their families and non-US residents are not permitted to enter the competition.

Filmmakers can be any age and the filmmaker's age, if below 18, will be posted with their video unless otherwise requested.

Zeitgeist reserves the right to not award a prize if, in Zeitgeist's sole discretion, the quality of the entries is not suitable for inclusion on our DVD for any reason (including, without limitation, any belief that the films submitted may violate the rights of third parties).

Please see the complete rules and regulations overleaf.

How to submit your film:

The deadline for submissions is March 1, 2010 but we welcome submissions prior to that date. The sooner we receive it the sooner it will appear on our YouTube channel if we like it.

You may mail a CD or DVD with your film and a signed copy of the entry form (overleaf) to:

Zeitgeist Films Attn: Animation Contest 247 Centre Street, 2nd floor New York, NY 10013

Please keep your own copy of the film in case your disc is mislaid in transit. We will acknowledge receipt of the film by email.

You may also upload your film to our FTP site. Please email webmaster@zeitgeistfilms.com with ANIMATION CONTEST FTP REQUEST in your subject line and we will email you instructions.

A signed Entry Form (see over) must accompany all submissions. Submissions that are not accompanied by a signed copy of this Entry Form shall not be considered or otherwise eligible for prize consideration.

If you have any questions please email webmaster@zeitgeistfilms.com with ANIMATION CONTEST in your subject line.

ZEITGEIST FILMS A TOWN CALLED PANIC STOP-MOTION ANIMATION CONTEST

Official Contest Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. Zeitgeist Films, Ltd. ("Zeitgeist") is sponsoring the "A Town Called Panic Stop Motion Animation Contest" ("Contest") beginning at 12:00:00 AM Eastern Time ("ET") on Tuesday, December 1, 2009 and ending at 11:59:59 PM ET on Monday March 1, 2010 ("Contest Entry Period").

- 1. ELIGIBILITY: The Contest is open to people of any age ("Entrant(s)"), Entrants under the age of 18 must have this Entry Form co-signed on behalf of their parent or guardian. Employees, agents, officers and directors of Zeitgeist Films (individually and collectively, "Contest Entities") or their respective parents, affiliates, subsidiaries, franchisees, divisions, advertising, promotional, fulfillment and marketing agencies, their immediate families (parent, child, sibling or spouse) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Contest. By entering the Contest, Entrants agree to release, discharge and hold harmless the Contest Entities, their respective parents, affiliates, subsidiaries, franchisees, divisions, retailers, agencies and their respective officers, directors, employees and agents, from any and all damages whether direct or indirect, which may be due to or arise out of the Entrant's participation in the Contest or any portion thereof, or the acceptance, use/misuse or possession of prizes. By participating, all Entrants agree to these Official Rules and to the decisions of the Judges, whose decisions are final and binding in all respects. Void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
- 2. HOW TO ENTER: There are three (3) phases to the Contest: Phase 1: The Contest Entry Period; Phase 2: The Contest Judging Period; and Phase 3: The Grand Prize Winner Announcement.
- Phase 1: Contest Entry Period: The Contest Entry Period begins at 12:00:00 AM Eastern Time ("ET") on Tuesday, December 1, 2009 and ends at 11:59:59 PM ET on Monday March 1, 2010. Entries received after the Contest Entry Period shall be void and ineligible for consideration by judges. To enter, Entrants must create an original stop-motion animation of no more than three minutes in length on the theme of "panic" and save it as either a .mov, .wmv or .avi file (no larger than 100 MB) on a CD or DVD and mail it together with a signed copy of the Entry Form to Zeitgeist Films, 247 Centre Street, 2nd floor, New York NY 10013. Alternatively. Entrants may send an email to webmaster@ zeitgeistfilms.com with ANIMATION CONTEST FTP REQUEST in your subject line and Zeitgeist will email you instructions on how to upload your file and submit your Entry Form online. Once Zeitgeist has received an Entrant's film submission and signed Entry Form, the Entrant will be officially entered into the Contest. Contest entries cannot be revised or altered once submitted. Submissions that are not accompanied by a signed copy of this Entry Form shall not be considered or otherwise eligible for prize consideration.

Any personal information supplied by Entrant to video hosting sites (whether by Zeitgeist or otherwise) will be subject to their respect privacy policies. The Contest Entities shall have the right to disqualify any entries that they deem to be obscene, vulgar, sexually explicit, lewd, derogatory, inappropriate, or otherwise not in good taste, as determined by the Contest Entities in their sole discretion. The Contest Entities shall also have the right to disqualify any entries that they have reason to believe or otherwise deems in their sole discretion may violate any of the Official Contest Rules (including, without limitation, Zeitgeist's determination as to whether or not there is any question as to whether or not the films submitted or any portion thereof violates and/or otherwise infringes upon the rights of any third party. Entrants should not send their one and only original copy of materials submitted. Make a copy as all materials delivered by Entrant shall become the property of Zeitgeist and will not be returned. The Contest Entities are not responsible for late, lost, illegible, incomplete, stolen, garbled or misdirected entries, all of which are void.

Phase 2: Contest Judging Period: The Contest Judging Period begins on Tuesday, March 2, 2010 and ends on Thursday March 18, 2010. The

judges will select a total of one (1) Grand Prize Winner. The winner will be selected on the basis of talent and creativity and entertainment value. At the time of selection, the Judges will rank the top candidates so that in the event that the winner cannot participate for any reason, an alternate winner may be selected. The Judges' decisions will be final and binding.

Phase 3: The Grand Prize Winner(s) Notification and Announcement:
The Grand Prize Winner will be notified on or about Friday March 19,
2010 and will be announced on Zeitgeist's website no later than Thursday,
April 1, 2010.

3. CONTEST PRIZES:

- (a) Grand Prize: Zeitgeist will award one (1) Grand Prize package to the one Entrant whose name appears as the designated recipient of awards on the signed Entry Form accompanying the winning animation submission (or if no such person is designated on the Entry Form then to the individual person selected at the sole discretion of Zeitgeist). The Grand Prize winner will have (and Entrant does hereby agree to have) their animated film included as a special feature on the U.S. edition DVD of the film A Town Called Panic to be released some time in 2010 and will receive five (5) copies of such DVD when it becomes commercially available in the U.S.
- (b) Runner Up Prizes: Zeitgeist will award up to nine (9) runners up prizes of a copy of the DVD and the U.S. theatrical release poster and the runners-up will be presented on the *A Town Called Panic* YouTube Channel.
- (c) There shall be no substitution of prizes, except at the sole discretion of Zeitgeist. Prizes may not be redeemed for cash value. All grand prize and runner up prize winning Entrants hereby grant to Zeitgeist and its successors, licensees and assigns the perpetual non-exclusive right throughout the United States and its territories and possessions to distribute, and otherwise exploit the Entrant's winning submission (i) in any and all media whether now known or hereafter devised (including, without limitation, as indicated in connection with the prizes awarded in 3(a) and 3(b) above) and (ii) in any and all marketing, publicity and/or advertising in connection with the distribution of A Town Called Panic and/or Zeitgeist as Zeitgeist shall determine in its sole discretion.
- 4. PRIZE AWARDING: Limit: One Prize per Entrant. The Contest Entities will award prizes only upon winner confirmation, verification and final approval. No substitution, transfer of any prize or cash alternative permitted, except by the Contest Entities who reserve the right, in sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. The Grand Prize Winner may be notified by digital transmission or e-mail and will be required to satisfactorily complete an Affidavit of Eligibility showing that winner has complied with these rules. The prize winners hereby agree that the Contest Entities may without compensation publish, display and otherwise use Entrant's name, photograph or other likeness, biographical information and statements concerning the Contest for purposes of advertising and promotion without additional compensation. All materials and information submitted is subject to verification by the Contest Entities, and Contest Entities reserve the right to revoke the prize in the event of material misrepresentation. If the potential winning Entrant of any prize cannot be contacted; is ineligible; or if the winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and the prize may be awarded to an alternate winner as selected by the Contest Entities. Contest Entities reserve the right to not include a winning entry on the A Town Called Panic DVD if the quality of submissions falls below the desired standard or for any other reason as shall be determined at Zeitgeist's sole and final discretion
- 5. LEGAL CONDITIONS / RELEASE: All entry submissions must not infringe the rights of any third party. Entrant hereby represents that Entrant has obtained all necessary permission and clearance from anyone who helped direct or produce the Entrant's film submission, including a representation from such person(s) or entity(ies) that their contribution to the film does not violate third party rights. By the submission of Entrant's film for entry in the Contest, the Entrant hereby represents and warrants that such film (and all elements in connection therewith, including without limitation the story, characters, sounds and music) is Entrant's own original creation and does not and will not violate or infringe any rights of any third party whatsoever, including, without any copyright, trademark, service mark, trade name, literary, artistic, dramatic, property or motion picture right, right of privacy or publicity or contract right of any person or entity. All Entrants assume full and complete liability for any injury or damages caused or claimed to be caused by their participation in this contest (including any breach or allege breach of any of the foregoing representa-

tions made by Entrant). All Entrants agree to release, defend, indemnify and hold harmless Zeitgeist and the Contest Entities and their respective advertising and promotion agencies from any claims and/or damages arising out of such liability.

- 6. GENERAL CONDITIONS: The Contest Entities are not responsible for technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware, software or web site. The Contest Entities are not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, for incorrect or inaccurate entry information, howsoever caused, or other error of any kind whether human, mechanical or electronic. Entrants found tampering with or abusing any aspect of this Contest, as solely determined by the judges, will be disqualified. If disqualified for any of the above abuses, the Entities reserve the right to terminate entrant's eligibility to participate in the Contest. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be in violation of criminal and civil law, and, should such an attempt be made, the Contest Entities reserve the right to seek damages from any such person to the fullest extent permitted by law. The Contest Entities' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Contest Entities reserve the right to terminate, cancel, suspend and/or modify the Contest if any fraud, virus or other technical problem corrupts the administration, security, or proper play of the Contest, as determined by any of the Contest Entities in its sole discretion. Only the stated number of prizes will be awarded. In no event will more prizes be awarded than those listed in Paragraph 3 above. In the event of a dispute as to the identity of an online Entrant, the online entry in question will be deemed submitted by the authorized account holder of the e-mail submitted. The authorized account holder shall be the natural person to whom the applicable email address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted email address. A potential winner may be requested to provide Zeitgeist with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry. By entering the Contest and/or accepting the prize, entrants/prize winners agree to: (a) be bound by these rules; (b) release the Contest Entities, their parent companies, or organizations, subsidiaries, affiliates, advertising and promotion partners, fulfillment and/or judging agencies, agents and their estate and/or family members from all liability, claims, action, or proceedings relating to the Contest and from injuries or damages arising in connection with or relating to participation in the Contest, or use or misuse of the prize; and (c) waive any right to claim ambiguity in the Contest or these Official Rules. By accepting the prize, winner further acknowledges that Zeitgeist and any other entity involved with this Contest have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied in fact or in law, relative to the prize or prize suppliers or to any portion thereof, including but not limited to its quality, merchantability, mechanical condition, or fitness for a particular purpose including, without limitation, use of any equipment associated with the prize. All taxes and other expenses not specified herein, including federal, state, local, and departure, licenses and registrations, are the sole responsibility of the winner. Zeitgeist reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest, to void suspect entries and/or cancel, terminate or suspend any portion of this Contest should a virus, bugs, non-authorized human intervention or other causes beyond the control of Zeitgeist corrupt or impair the administration, security, fairness or proper play of the Contest and, in any such event, at its discretion, select winners from eligible, non-suspect entries received prior to the event requiring such termination, cancellation or suspension
- **7. TAX INFORMATION:** All federal, state, local, and other taxes on prizes are the sole responsibility of the applicable winner.
- **8. DISPUTES:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and the Contest Entities in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of New York.
- 9.WINNERS LIST: To receive the name of the winner, send a self-addressed stamped #10 envelope for receipt by April 1, 2010 to: Zeitgeist Films, 247 Centre Street, 2nd floor, New York NY 10013, or an email to webmaster@zeitgeistfilms.com with ANIMATION CONTEST PRIZE-WINNER LIST in the subject line.

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Entry Form

I HEREBY ACKNOWLEDGE THAT I HAVE READ, FULLY UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE OFFICIAL CONTEST RULES.

| NAME OF ENTRANT: | | | |
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| SIGNATURE: | | | ••• |
| DATE: | | | |
| AGE (IF UNDER 18 YEARS OF AGE): | | | |
| PARENT/GUARDIAN (I YEARS OF AGE): | F ENTRANT IS U | JNDER 18 | |
| NAME: | | | |
| SIGNATURE: | | | |
| DATE: | | | |
| ADDRESS: | | | |
| | | | |
| CITY: | | | |
| TITLE OF FILM: | | | |
| | | | |
| RUNNING TIME: | | | |
| NAME OF DESIGNATE IF DIFFERENT THAN E | D PRIZE WINNE | | |
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