

FILM SOLICITATION TERMS

The iReport Film Festival ("Festival") will be accepting submissions beginning at 10:00:00 PM Eastern Time ("ET") on Thursday, July 10, 2008 and ending at 11:59:00 PM ET on Sunday, October 12, 2008 ("Festival Submission Period"). Any submission must be in accordance with the following:

1. WHO CAN SUBMIT

The Festival will accept submissions only from legal residents of the 50 United States and the District of Columbia, 14 years of age or older. Employees, officers, directors and agents of Cable News Network, Inc. ("CNN" or "Sponsor"), iReport.com, and their respective parents, subsidiaries, divisions, trustees, franchisees, participating vendors, distributors, advertising and promotion agencies and affiliated entities (collectively, with the Sponsor, the "Festival Entities"), and their immediate family (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household members (whether or not related) are not eligible to make a submission. Void wherever prohibited by law. The Festival is governed by U.S. law and subject to all applicable federal, state and local laws and regulations. An eligible minor should have his/her parent's or legal guardian's permission to submit. Members of any talent or performance guild or union are also not eligible to participate. By submitting in the Festival, participants (and, if eligible minors, their parents and legal guardians) agree to accept and be bound by these Terms and the [Terms of Use](#) for iReport.com. In the event of a dispute between these Terms and the Terms of Use for iReport.com, these Terms shall prevail.

2. HOW TO SUBMIT A FILM

During the Festival Submission Period, Sponsor will be soliciting short films based on your views, experiences and involvement with the 2008 Presidential campaign (the "Film"). To enter, participants must log on to www.ireport.com during the Festival Submission Period, complete the online submission form, including their name, telephone number (including the area code), e-mail address (if any), accept/confirm all applicable terms, and upload and submit their Film. To be eligible, Films must be received by 11:59:00 pm ET on October 12, 2008. All Films must be submitted in the name of one (1) individual.

Films cannot be revised or altered once submitted. Once submitted, all submitted components become the property of the Festival Entities and will not be returned.

Technical Requirements

Films must be no longer than eight (8) minutes in length; must be in a format compatible with www.ireport.com (for details see [Terms of Use](#)); any music used must be from the Authorized Assets (as defined below).

General Conditions on Films

All Films, the descriptions, and all accompanying personally identifiable information (collectively, the "Film(s)") may not be reviewed before being published on the Festival site, although Sponsor reserves the right to conduct such review.

If a Film features any person other than the participant, the participant should be able to provide upon request all appropriate clearances, permissions and releases for the Film including releases

from all persons appearing in the Film, location releases for all recognizable locations, and releases from all creative consultant or others who assisted in the creation of the Film.

Films (a) must be intended for a family audience and contain only content that, in the sole and unfettered discretion of the Sponsor, is suitable for a general audience; (b) **must not**, in the sole and unfettered discretion of the Sponsor, contain any nudity, sexually explicit, disparaging, libelous, threatening, or other inappropriate content; (c) **must not** in the sole discretion of the Sponsor, contain any commercial content that promotes any product or service other than the Sponsor's; and (d) **must not** contain or refer to any trademarks, copyrighted works or other intellectual property without permission. In the event a participant wishes to incorporate music in his/her Film, he/she may only use music and logos provided at www.ireport.com/filmfestival ("Authorized Assets") and may make no changes to the music other than to edit for length to fit the applicable Film. Any other elements appearing in the Film, including without limitation stills, clip art, supers, or other materials (collectively, "Elements") used must be entirely original, created and performed by participant, be in the public domain or be licensed from the applicable owners by participant. Use of any Elements or other materials other than Authorized Assets that are not original to participant, not in the public domain or that have not been licensed from the applicable owners by participant may result in disqualification.

By submitting a Film, participant (and, if an eligible minor, his/her parent or legal guardian) agrees that his/her Film conforms to these Terms, the Terms of Use and that Sponsor, in its sole discretion, may disqualify his/her Film for any reason, including if it determines, in its sole discretion, that his/her Film fails to conform to these Terms and Conditions in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

Participant (and, if an eligible minor, his/her parent or legal guardian) agrees that the Festival Entities are not responsible for any unauthorized use of Entries by third parties. The Festival Entities do not guarantee the posting of any Film. Participants (and, if eligible minors, their parents or legal guardians) agree that they will not use the Film for any other purpose, including, without limitation, posting the Film to any online social networks, without the express consent of Sponsor in each instance.

BY SUBMITTING IN THIS FESTIVAL, EACH PARTICIPANT (AND, IF AN ELIGIBLE MINOR, HIS/HER PARENT OR LEGAL GUARDIAN) ACKNOWLEDGES AND AGREES THAT: (A) SPONSOR IS GRANTING PARTICIPANT, FOR THE DURATION OF THE PROMOTION, A LIMITED, NON TRANSFERABLE, NON-SUBLICENSEABLE, NON-EXCLUSIVE LICENSE TO USE THE AUTHORIZED ASSETS, THE IREPORT.COM LOGO OR THE FILM FESTIVAL LOGO SOLELY IN CONNECTION WITH THE FILM FOR SUBMISSION IN THE PROMOTION; (B) PARTICIPANT SHALL HAVE NO RIGHT, TITLE OR INTEREST IN THE AUTHORIZED ASSETS, THE IREPORT.COM LOGO OR THE FILM FESTIVAL LOGO; AND (C) ANY USE BY THE PARTICIPANT OF THE AUTHORIZED ASSETS, THE IREPORT.COM LOGO OR THE FILM FESTIVAL LOGO OTHER THAN AS EXPRESSLY PERMITTED BY THESE TERMS WILL CONSTITUTE A VIOLATION OF THESE TERMS AND MAY ALSO CONSTITUTE COPYRIGHT INFRINGEMENT.

3. LICENSE

Participants (and, if eligible minors, their parents or legal guardians) hereby irrevocably grant Sponsor and its designees and licensees the non-exclusive, perpetual, worldwide right to use the Film, in whole or in part, alone or in combination with other material, or as a basis for new material, and all elements of the Film, along with a participant's name, city and state of residence, voice, picture and likeness, as Sponsor may determine in its sole discretion and for the purposes of programming, advertising and marketing. Without limiting the generality of the foregoing,

participants (and, if eligible minors, their parents or legal guardians) agree that the rights granted hereunder shall include, but not be limited to, the perpetual, worldwide right of Sponsor and its designees and licensees to use, edit, telecast, cablecast, rerun, record, publish, reproduce, license, print, distribute and/or otherwise exploit, in any language and in all media now known or hereafter devised (including on www.ireport.com, www.cnn.com and CNN), the Film in whole or in part, without any further compensation to participant or any third party and without compensation, notification or permission. Participants (and, if eligible minors, their parents or legal guardians) may be required to execute any documents necessary to perfect such rights in the Sponsor. Sponsor has no obligation to make use of any of the rights granted herein.

4. WARRANTY

By participating in the Festival, participant (and, if an eligible minor, his/her parent or legal guardian) affirms, represents, and/or warrants that: (i) Participant is the sole creator of the Film or has the necessary licenses, rights, consents, and written permissions to use and authorize Sponsor to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Films to enable inclusion and use of the Films in the manner contemplated by the Sponsor and these Terms and Conditions (other than the Authorized Assets); (ii) Participant has not undertaken the Film on behalf of any political party or candidate, (iii) **Participant has the written consent, release, and/or permission of each and every identifiable individual person in the Film to use the name or likeness of each and every such identifiable individual person (and, if an eligible minor, his/her parent or legal guardian) to enable inclusion and use of the Film in the manner contemplated by the Sponsor and these Terms and Conditions and can make written copies of such permissions available to the Sponsor upon request,** (iv) Participant's Film is not copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless Participant is the owner of such rights or otherwise has permission from the rightful owner(s) to participate in the Festival and to make such Film for the purposes intended by Sponsor, and (v) the Film has not won a previous award or been submitting in any other contest or festival. Participant (and, if an eligible minor, his/her parent or legal guardian) further agrees that he/she will not (i) publish falsehoods or misrepresentations that could damage Sponsor or any third party; (ii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iii) post advertisements or solicitations of business; or (iv) impersonate another person.

5. FILM SELECTION

There will be two (2) judging phases to the Festival.

Phase 1:

Twenty (20) Films ("Semi-finalists") will be selected from among all eligible Films received during the Festival Submission Period by a panel of judges based equally on the following criteria: originality, topicality, production value of Film and story-telling. In the event of a tie, the highest scoring film in the category of originality will determine the remaining Semi-finalist(s) from among those tied using the judging criteria set forth herein.

Phase 2:

Audience Vote - On or around October 16, 2008, the Semi-finalists' Films will be posted to CNN.com. Eligible visitors to CNN.com who are at least 13 years of age or older and legal residents of the 50 U.S. & D.C. will have the opportunity to vote in an online poll for their favorite Film. Online voting closes at 12:00 am ET on October 19, 2008. Voting is limited to one (1) vote per person and per email address per day. The Film that receives the most valid votes, as

determined by Sponsor in its sole discretion, will be named the Audience Award Recipient ("Audience Award Recipient"), subject to verification of eligibility and compliance with the terms of these Terms and Conditions. In the event of a tie, the tied Films will be reposted for a 48-hour period (exact time to be posted on website) during which eligible visitors will have the opportunity to vote for their favorite Film from among those tied. The Film receiving the most valid votes, as determined by Sponsor in its sole discretion, from among those tied will be named the Audience Award Recipient. If a tie still exists, a tie-breaking judge will determine the Audience Award Recipient from among the remaining tied Films, in its sole discretion. **No participant is an "Award Recipient" unless and until all verification requirements are met and all required documentation has been received.** Votes received from any person or email address in excess of the stated limitation will be void. Participants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. Use of script, macro or any automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void.

Grand Jury - Beginning on or around October 16, 2008, the Semi-finalists' Films will be reviewed by a panel of judges (the "Grand Jury"). The Grand Jury will select one (1) Film based equally on the following criteria: topicality, originality, production value of Film and storytelling ("Jury Award Recipient"). **The decision of the Grand Jury will be final and binding in all matters.** In the event of a tie, an additional tie-breaking judge will determine the Jury Award Recipient using the judging criteria set forth herein.

Sponsor reserves the right to advance fewer than twenty (20) Films or to not provide all awards if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Films.

6. AWARD RECIPIENT NOTIFICATION

Potential Award Recipients will be notified by telephone and/or email and may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within seven (7) days of date appearing on prize notification. Return of any notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a potential Award Recipient within a reasonable time period or noncompliance with these Terms by any potential Award Recipient will result in disqualification and, at Sponsor's sole discretion, the award may be provided to the applicable runner-up. If any potential Award Recipient is a minor in his/her jurisdiction of residence, Sponsor reserves the right to provide the award in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on recipients set forth herein.

7. AWARD

One (1) Audience Award Recipient and one (1) Jury Award Recipient (hereinafter, each a "Recipient" or "Award Recipient") will each receive a mini HD video camera and a trip for two (2) to Washington D.C. during the 2009 Presidential Inauguration with an Approximate Retail Value of Five Thousand One Hundred Dollars (\$5,100.00). Each trip includes the following: (a) round-trip coach-class air transportation from the major U.S. gateway airport nearest the Recipient's residence to a Washington D.C. area airport; and (b) double occupancy standard hotel accommodations for two (2) (one (1) room) (at Sponsor's discretion) for two (2) nights. Winning Films may also be shown on CNN, at Sponsor's sole discretion. **Note: In the event the Audience Award Recipient and the Jury Award Recipient are the same, such Recipient will receive only one Award.** Specifics of all Awards are at the Sponsor's sole discretion. **Trip must be taken**

January 19, 2009 through January 21, 2009 or Award will be forfeited and Sponsor will have no further obligation to such Recipient. Sponsor reserves right to change dates. Recipient and guest must travel together on the same itinerary. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least 18), unless the child or legal ward of recipient and must sign a liability/publicity release prior to issuance of travel documents. If guest is child or legal ward of recipient, recipient must sign and return release on behalf of such child or legal ward. Travel restrictions may apply. No substitution or transfer of Awards or cash redemptions permitted by the Recipients. Sponsor reserves the right to substitute for any reason whatsoever an Award (or portion thereof) of comparable or greater value, at their sole discretion. Recipients are responsible for the reporting and payment of all federal, state and local taxes as well as any other costs and expenses associated with acceptance and use of an Award not specified herein as being awarded, including, without limitation, ground transportation, meals and gratuities.

8. GENERAL RULES AND REGULATIONS

Festival Entities expressly disclaim any responsibility and participants (and, if eligible minors, their parents or legal guardians) agree to indemnify and hold harmless the Festival Entities from and against any and all claims, actions, demands and/or liability for injury, damage or loss whatsoever relating to or arising in connection with participation in this Festival (regardless of the cause of such injury, damage or loss) and/or the delivery and/or subsequent use or misuse of any of the Awards provided (including any travel or activity related thereto). The Festival Entities are not responsible for misdirected, incomplete, lost, late, garbled, undelivered, inaccurate or delayed Films, or for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems which may limit or affect a person's ability to participate in the Festival, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Festival, including, without limitation, errors which may occur in connection with the administration of the Festival, the processing or uploading of Films, the announcement of the awards, the tabulating of votes, or in any Festival-related materials. In the event of sabotage, acts of God, terrorism or threats thereof, computer virus or other events or causes which corrupt the integrity, administration, security or proper operation of the Festival, Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend the Festival. The Festival Entities are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Festival. The Festival Entities are not responsible for injury or damage to any person's computer related to or resulting from participating in this Festival or downloading materials from or use of the site. Persons who tamper with or abuse any aspect of the Festival or the site, who act in an unsportsmanlike or disruptive manner or who are in violation of these Terms, as solely determined by Sponsor, will be disqualified and all associated Films will be void. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE FESTIVAL MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor's failure to enforce any terms of these Terms or the Terms of Use shall not constitute a waiver of that provision.

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