

NBC YOU: DIVERSITY PROMO FESTIVAL

Official Rules

VOID WHERE PROHIBITED OR RESTRICTED BY LAW. NO PURCHASE

NECESSARY. The “Create Your Own *Heroes*, *30 Rock*, or *The Office* Diversity Promo” Challenge (the “Promotion”) begins at 9:00 am PT on August 1, 2007 and ends at 6:00 p.m. PT on September 17, 2007 (“Promotion Period”). This Promotion is sponsored by NBC Universal, Inc. (“Sponsor”).

- 1. ELIGIBILITY:** Promotion is open only to legal U.S. residents physically residing in the fifty (50) United States and DC (residents of Guam and Puerto Rico are excluded from entry and participation) who are 18 years of age or older and have reached the age of majority in their state of residence as of the start of the Promotion Period. Employees of Sponsor and its parent, subsidiary, affiliated and joint venture companies, advertising and promotion agencies, and any other entity involved in the development or administration of this Promotion, as well as members of such employees’ immediate families and households (including children, spouses and siblings and/or other people living in the same households as such persons, whether related or not), are not eligible to participate. By participating, entrants agree to be bound by these Official Rules and the decisions of Sponsor and its representatives, which are binding and final on all matters relating to this Promotion.
- 2. HOW TO ENTER:** Beginning 9:00 am PT on August 1, 2007, 1) log on to www.CSCnbcuni.com (the “Site”) and click on the “Create Your Own Diversity Promo” Challenge banner/link, 2) register and complete the Official Entry form in its entirety (including participant’s name, daytime telephone number, address, city, state, zip code, age and email address), 3) follow the posted guidelines and these Official Rules, including the Terms of Submission below, (and, at your option, use the audio, video, artwork, and any other “Tools” (see below) specifically provided for your use by Sponsor on the Site) to create a diversity themed video promotional spot for either *Heroes*, *30 Rock*, or *The Office* (the “Shows”) that is no less than :15 and no more than :30 seconds long (your “Diversity Promo”), and 4) submit your Diversity Promo (making sure to follow the posted guidelines and these Official Rules, including the Terms of Submission below) by clicking on the “Submit” button. Normal time, toll, connection and usage rates, if any, charged by your Internet service provider will apply. For any participant’s entry to be valid and in order for their Diversity Promo to be considered, participant must acknowledge reading, accepting, and agreeing to the terms and conditions set forth in these Official Rules. Your Diversity Promo that you submit in connection with your entry (collectively “Submission”) must be (with the sole exception of your use of any Tools provided by Sponsor) original, truthful and unpublished. See below for complete Terms of Submission.

VIDEO INSTRUCTIONS: Create a Diversity Promo that responds to the posted guidelines as set forth on the Site and in these Official Rules (including, without limitation, the Terms of Submission). Your Diversity Promo must be no less than :15 seconds but not more than :30 seconds in length, must not exceed 100mb in size, and must be in one of the following formats: AVI, MPEG, MPG, QuickTime, WMV, DivX, or Xvid. No other formats will be accepted. In addition, if your Submission is selected as a Featured Promo (see below), you must be able to send to Sponsor, if Sponsor requests, a copy of your Submission on MiniDV Videotape, CD-ROM Data Disk, and/or DVD-R Data Disk or Video Disk, as designated by Sponsor, by no later

than one (1) week following the end of the Promotion Period and as early as 24 hours after your video is submitted.

LIMIT ONE ENTRY PER PERSON PER DAY. Subject to the limitation of one entry per person per day, entrants may submit any number of individual Diversity Promos, but each Diversity Promo must be submitted separately and may only be for one of the three (3) Shows. Entries generated by script, macro or other automated means are void. All entries become the property of Sponsor and will not be acknowledged or returned. Please note that this is not an application for employment.

- 3. TOOLS:** Sponsor may make available to you certain content, which may include audio (including, without limitation, music), video, artwork, instructions, and/or other content or materials (of any kind) (collectively, the "Tools") for use by you solely for the purpose of creating a Submission and for use and exhibition by Sponsor only. You may not use the Tools, either as part of your Submission or otherwise, in any other manner or for any other purpose and your creation of a Submission containing Tools does not grant you any rights to use the Submission other than for the purpose of submitting it to Sponsor in connection with entering the Promotion. Without in any way limiting the foregoing, you acknowledge and agree that any audio (including, without limitation, any music), video, artwork, instructions, and/or any other content or materials of any kind included as part of the Tools are owned by Sponsor and are provided to you solely for the purpose of inclusion in your Submission and only for use and exhibition by Sponsor in accordance with this Agreement, and you shall acquire no copyright or other ownership of these Tools (or any part or element thereof) as the result of the incorporation of them into your Submission. Your violation of any of these provisions or your unauthorized or improper use of any of the Tools, and your use of the Tools and/or the Submission for any other purpose shall entitle Sponsor to pursue all legal and equitable rights and remedies, including, without limitation, an action for copyright infringement as well injunctive relief and damages.
- 4. TERMS OF SUBMISSION:** By entering, you represent and warrant that (i) your entire Submission is an original work by you and you have not copied or used (except as provided to you by Sponsor in the Tools) other works, third-party content, or other pre-existing elements (such as any audio, video, artwork, writing, graphics, or logos) in your Submission; (ii) no person, other than you and/or Sponsor has any right, title, or interest in any part of your Submission; (iii) your Submission, the use thereof by Sponsor, or the exercise by Sponsor of any rights granted by you pursuant to these Official Rules and your entry, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, copyright and trademark, defamation, privacy and publicity, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or any contractual rights; (iv) you have all the rights, licenses, permissions and consents necessary to submit the Submission and to grant all of the rights that you have granted to Sponsor pursuant to these Official Rules and necessary to submit your entry in accordance with these Rules, (v) you have obtained written permission when filming any part of the Submission on private property not owned or controlled by you, where such permission is required; (vi) if your Submission depicts a person or persons under the age of 18, you are the minor(s)' parent or legal guardian; and (vii) you are a legal U.S. resident physically residing in the fifty (50) United States and are over the age of 18 and are the age of majority in your state of residence as of the time of your Submission.

You represent and warrant that all persons who were engaged by you to work on the Submission in any manner have given you their express written consent to submit the Submission for use, exhibition and other exploitation in any manner and in any and all media, whether now existing or hereafter discovered, including, without limitation, the internet and television, throughout the world, in perpetuity. If you include any depiction (of any kind) of any actual person in or with your Submission, you must have their written permission to include their image in or with the Submission. You further represent and warrant that anyone who was engaged by you in connection with the Submission (i) has no claims for payment of any kind, including, without limitation, for royalties or residuals, arising out of any use, exhibition or other exploitation of the Submission; (ii) has no approval or consultation rights or any rights of participation with respect to any use, exhibition or other exploitation of the Submission; and (iii) was not engaged by you or anyone associated with the Submission under any union or guild agreement that results in any ongoing obligations resulting from the use, exhibition or other exploitation of the Submission.

If you include any music in your Submission, you further represent, warrant and guarantee to Sponsor (i) that the compositions, recordings, lyrics, text and other musical materials contained in the Submission are original, created only by you, do not contain any “samples” or excerpts that would infringe on the copyrights of others, and are not merely a “cover” of someone else’s song and (ii) that you have not granted to any third party or entered into any type of agreement including an exclusive recording agreement that would grant that third party any types of rights to your recorded performances.

Any Submissions containing material that is violent, pornographic or otherwise obscene, illegal, inappropriate or racially or morally offensive, or does not meet Sponsor’s standards for any reason as determined by Sponsor, in its sole discretion, may be rejected as ineligible for consideration. Entries must comply with all laws, rules, and regulations including, but not limited to, those concerning copyright, plagiarism, trademark, defamation and invasion of privacy.

By entering and/or sending any Submission to us, you agree that: (i) all Submissions become Sponsor’s property and will not be returned, (ii) Sponsor and its licensees, successors and assigns have the right to use any and all Submissions, and the names, likenesses, voices, and images appearing in the Submission, for future advertising, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity, and (iii) you are at such time granting Sponsor, its affiliates and its licensees, successors and assigns a worldwide, royalty-free, perpetual, unrestricted, irrevocable and fully sub-licensable right and license to consider, disclose, broadcast, use, re-use, reproduce, repurpose, modify, digitize or enhance, adapt, change, alter, edit, archive, publish, translate, create derivative works from, distribute, re-distribute, publicly perform, publicly display, and/or otherwise use, exhibit and exploit, sell, license, assign and transfer to third parties the right to use, exhibit and exploit your Submission (in whole or in part), and the images or likenesses that appear in your Submission (in whole or in part) and/or incorporate all or part of your Submission in other works, all in any form, format, media or technology now known or later developed or invented anywhere in the world at any time, as well as in connection with any distribution or syndication arrangement with third parties or third party sites, in any media format or medium and through any media channels and for any purpose, including, without limitation, downloads, streams, in audio visual recordings, motion pictures, television programs, productions, advertising, promotion and publicity, all without further notice to, consent from or payment to you. You

waive any and all "moral rights" you may have in the Submission. You agree that you grant Sponsor these rights whether or not your Submission is selected as a Featured Promo. You acknowledge that your consideration for the rights you grant Sponsor in your Submission is the possibility that Sponsor or its designees' will review or use your Submission. **YOU WILL NOT BE PAID FOR YOUR SUBMISSION** or for granting Sponsor any of these rights.

Sponsor, its affiliates, and its licensees, successors and assigns are in no way obligated to use your Submission (and have no obligation to you or any other person or entity after your Submission is received), and you will not be given any credit if your Submission is used. Sponsor may elect to post your Submission (or any portion thereof) on any or none of the Shows' websites, Sponsor's digital media outlets or other venues designated solely by Sponsor (which may include, without limitation or obligation, DotComedy.com, DiverseCityNBC.com, CSCNBCUni.com, the NBC Universal Comedy Short Cuts Film Festival, and/or the Google Video website) or elsewhere as set forth in these rules. If Sponsor does elect to use your Submission or any part thereof, Sponsor may remove all or any part of it at any time for any or no reason, and Sponsor may use all or any part of it in any way that Sponsor elects, in its sole discretion. You agree to waive all claims to and shall not receive any royalties of any kind now or in the future from Sponsor, its affiliates, or its licensees, successors and assigns for any use of your Submission, including copyright, trademark, public performance, digital sound recording, mechanical, synchronization or master use royalties, and you represent, warrant and agree that no other party is entitled to claim royalties from the use of the Submission as set forth in these Official Rules.

You acknowledge that your Submission will not be acknowledged and will not be returned. You acknowledge that this Submission is sent voluntarily and is not received or held "in confidence" and your Submission does not create a confidential relationship or obligation of secrecy between you and the Promotion or Sponsor, any of its affiliates, or any of its licensees, successors or assigns. You may not resell, assign or transfer any of your rights under these Official Rules.

You recognize that other persons, including Sponsor's own employees and other entrants, may have submitted to Sponsor or others, or made public, or may in the future originate and submit, or make public, similar or identical materials that Sponsor may have the right to use, and that you will not be entitled to any compensation because of Sponsor's use of such similar or identical materials. Nothing in this Agreement, or the submission of the Submission, shall be deemed to place you in any different position from any other member of the public with respect to the Submission.

- 5. SELECTION OF FEATURED PROMOS:** Beginning as early as August 1, 2007, each eligible Submission will be reviewed by employees and/or representatives of Sponsor ("Judges") who will review Submissions on a rolling basis, as they are submitted (but no later than one (1) week following the end of the Promotion Period). Any (or none) of such Submissions deemed by Judges, in their sole discretion, to be in accordance with these Official Rules (including having been deemed appropriate and as meeting with Sponsor's standards) may be posted on the Site by Judges (and such Submissions posted on the Site are referred to as "Featured Promos"), along with the entrant's first name, city, state, and entry title. During the Featured Promos review process conducted by Judges, material about each participant and their Submission may, at Sponsor's sole discretion, be posted on the Site.

Sponsor may modify any Featured Promo, including editing, adding or subtracting elements at its sole discretion. There is no cash value to the selection as a Featured Promo. No payment or compensation will be awarded for such exposure. If the entrant who submitted a Featured Promo does not make himself/herself available as directed by Sponsor or is otherwise not eligible, Sponsor reserves the right to remove the Featured Promo designation.

All details of the designation as and use of a Featured Promo (including, but not limited to, the manner and duration of posting or screening on the Site or on any other website or in any other venue) are at the sole discretion of the Sponsor. Entrants whose Submissions are chosen as Featured Promos may be notified by email, mail or phone and must return any and all documents required by Sponsor within the indicated time period. Sponsor, its affiliates, licensees, successors and assigns are in no way obligated to use any Submission in any manner. In the event that insufficient qualified entries are received, Sponsor reserves the right, in its sole discretion, not to choose any Featured Promos.

6. GENERAL RULES: Entry of Submission constitutes permission to the Sponsor and its designees to use each entrant's name, city, state, likeness, voice, biographical information and statements for purposes of advertising, promotion and publicity in any and all media, now or hereafter known, throughout the world in perpetuity without additional compensation, notification or permission, unless prohibited by law. By participating, entrant (i) is warranting and representing that they are the sole creator of their Submission and that no element thereof was taken from any published materials (other than the Tools provided by Sponsor); (ii) agrees to release, hold harmless, and indemnify Sponsor and its parents, affiliates, subsidiaries, retailers and advertising and promotion agencies, any other entity involved in the development or administration of the Promotion and each of their respective directors, officers, employees and assigns (collectively, the "Released Parties") against any and all claims and liability of any kind (including, without limitation, personal injury, death, and/or property damage) arising out of their participation in the Promotion; (iv) waives all rights to claim direct, indirect, punitive, incidental and/or consequential damages, attorney's fees or any damages of any kind other than actual out-of-pocket costs incurred to enter; and (v) agrees that they have read and understood these Official Rules, and accept these Official Rules together and agree to abide by their terms and conditions, as they may be amended from time to time, and all other applicable rules and regulations and the decisions of the Sponsor and Judges, which are final and binding on all matters relating to the Promotion.

Released Parties are not responsible for incomplete, lost, late, stolen, damaged, illegible, misdirected, garbled, inaccurate, delayed or undelivered entries; for any computer, network, technical, mechanical, printing, typographical, human or other errors or problems of any kind relating to or in connection with the Promotion, including, without limitation, errors or problems of any kind that may occur in connection with the administration of the Promotion, the processing of entries, the announcement, delivery or use to any person or entity of any benefit (whether actual or perceived) derived from the Promotion, or in any Promotion-related materials; or for any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Promotion. **CAUTION:** Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Promotion 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 permitted by law, including criminal prosecution.

Sponsor reserves the right to postpone, cancel, or modify the Promotion (or any element thereof, including, without limitation, these rules) in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these rules) without notice, in its sole discretion. If for any reason this Promotion is not capable of being run or implemented as planned, including, but not limited to, as the result of infection by computer viruses or bugs, tampering, unauthorized intervention, fraud, or any other cause of any kind, which, in Sponsor's sole judgment, is likely to or actually corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion, then Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend all or any part of the Promotion or to disqualify any implicated entrant(s) (and their entries). In the event of cancellation, Sponsor reserves the right, at its sole discretion, to conduct judging for the applicable Promotion Period from among all eligible, non-suspect entries received for that Promotion Period up to the time of the event or action warranting such cancellation, termination, modification or suspension, as applicable. Notice of cancellation, termination, modification or suspension, if any, may be posted on the Site.

Sponsor may prohibit any entrant or potential entrant from participating in the Promotion in any manner, if at the sole discretion of Sponsor, such person shows a disregard for these Official Rules, or acts (1) with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsor, or its agents or representatives or (2) in any other disruptive manner. Sponsor also reserves the right (in addition to all of the legal and equitable rights and remedies available to Sponsor), in its sole discretion, to suspend or terminate any entrant's or potential entrant's access to any Sponsor or related website and refuse to grant any such entrant or potential entrant access to use any Sponsor or related website in the future with or without warning if Sponsor, in its sole discretion, believes any such individual has: (i) violated or tried to violate the rights of Sponsor; (ii) violated or tried to violate any of the representations, warranties or other terms or conditions of these Official Rules; or (iii) acted inconsistently with any of the terms or conditions of these Official Rules. NBCU has no obligation to inform any entrant of any decision not to post, to remove, or not to use, exhibit or otherwise exploit their Submission.

In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. "Authorized account holder" of an email address is defined as the natural person who is assigned to an email address by an Internet Access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

8. **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant, Sponsor, or the Released Parties in connection with this Promotion shall be governed by and construed in accordance with the laws of the State of New York, applicable to contracts made and performed therein, without giving effect to any choice of law or conflict of law rules or provisions which would cause the application of the laws of any jurisdiction other than the State of New York. If any controversy or claim arising out of or relating to the Promotion, the Official Rules, or the breach of any term hereof, cannot be otherwise resolved, it shall be resolved by binding arbitration conducted in the County of New York, and administered by Judicial Arbitration and Mediation Services ("JAMS") in accordance with its Streamlined Arbitration Rules and Procedures or subsequent versions thereof (the "JAMS Rules"). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be an

experienced arbitrator licensed to practice law in New York. The decision of the arbitrator shall be binding, final and conclusive and shall not be appealable to any court.

9. PRIVACY: Information supplied by participants will be shared by Sponsor in accordance with its privacy policy, which is posted at <http://www.nbc.com/Footer/Privacy//>.

10. LIMITATION OF LIABILITY: Entrants and winners agree that the Released Parties shall not be liable for injury, loss or damage of any kind resulting from participating in this Promotion. Sponsor reserves the right (but is not obligated) to verify eligibility qualifications of any entrant.