

BREAST FEST FILM FESTIVAL 2011 Short Film Competition
“OFFICIAL CONTEST RULES AND REGULATIONS”

The BREAST FEST FILM FESTIVAL 2011 Short Film Competition (the “**Contest**”) is sponsored by Rethink Breast Cancer. (the “**Sponsor**”). The Contest requires a filmmaker (the “**Entrant**”) to submit a short film (the “**Video**”) which sheds light on breast health and the issues surrounding breast cancer in significant and interesting ways. The Entrant must also provide stills/photographs (a minimum of 2) from the Video for promotional purposes.

1. **CONTEST PERIOD:** The Contest starts at 12:00:01AM (ET) on April 1,2011 and closes at 11:59:59PM (ET) June 30, 2011 (the “**Contest Period**”). In order to be eligible to enter the Contest, the Entrant must submit a Video during the Contest Period.

2. **ELIGIBILITY:** The Contest is open to legal residents of Canada who have reached the age of majority in their province or territory of residence at time of entry, excluding the Province of Québec. Employees, officers and directors of the Sponsor, its affiliated companies or agents, their respective advertising or promotional agencies, the independent contest organization or a member of any such person’s immediate family (regardless of where they live) or persons with whom they are domiciled (whether related or not) are not eligible to participate in the Contest. In these Rules, “immediate family” means mother, father, brothers, sisters, sons, daughters or spouse.

3. **HOW TO PARTICIPATE: No Purchase Necessary.** In order to participate, Entrant must (i) have a valid email address* to enter the Contest, (ii) have an account on the YouTube™ website and (iii) using Entrant’s account, upload his/her Video as a video submission to YouTube™. Entrant may upload the Video to an existing YouTube™ account or create a new account for Contest purposes. To create a new YouTube™ account go to <http://youtube.com/signup> and follow the instructions. Once you have successfully created your YouTube™ account you will receive a confirmation email. To upload the Film on YouTube™, click on http://www.youtube.com/login?next=/my_videos_upload. Follow the instructions on how to upload a video by entering your Video details. You will be required to agree to the YouTube™ Privacy Policy, Terms of Use and Community Guidelines. Next, click on the submit button and a display message will appear confirming that your Video has been successfully uploaded. The broadcast options on your YouTube™ account must be set to public. Once the Video is uploaded to You Tube™ and you have the link to your Video, you must complete the Contest online entry form located at the BREAST FEST FILM FESTIVAL website: <http://www.breastfestfilmfest.com/watchvote.shtml> (the “**Contest Website**”).

*Email accounts can be obtained free of charge from many Internet service providers. Email addresses received shall be deemed to be submitted by the authorized account holder of the email address submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to an email address by an internet access provider, online 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.

4. **VIDEO FORMAT AND CONTENT.** Each submitted Video:

- (i) must be an original work containing entirely original materials, created and recorded solely by the Entrant registered on the Contest Website, over which the Entrant has all necessary rights, title and interest, including copyright;
- (ii) must not defame or infringe upon the personal or proprietary rights of any third party, including, without limitation, the intellectual property rights, or publicity or privacy rights of any third party, living or deceased;
- (iii) must not contain brand names, tradenames, trademarks or logos of any third parties or the images of celebrities;
- (iv) must be submitted in one of the following file formats: WMV, AVI, MOV and MPGs. For more information on video file formats you may visit YouTube™ Help Centre at: <http://www.google.com/support/youtube/bin/answer.py?answer=55744&topic=10526>;

- (v) must be ten (10) minutes in length or less;
- (vi) must be intended for family audience viewing and contain only content that, in the sole and unfettered discretion of the Sponsor is suitable for all persons;
- (vii) must not, in the sole and unfettered discretion of the Sponsor, contain any sexually explicit, disparaging, discriminatory, offensive, libelous or other inappropriate content;
- (viii) must not violate the YouTube™ “Terms of Use” or “Community Guidelines” as posted on the YouTube™ website;
- (ix) must be submitted only once; and
- (x) must comply with these Official Contest Rules and Regulations.

5. CONSENT OF FILM PARTICIPANTS: All individuals who appear in any submitted Video must have consented to appear in the Video and to the use of the Video in the Contest and as otherwise as contemplated hereunder, including, without limitation, in connection with the advertising and promotion of Sponsor and its products and services. At Sponsor’s request Entrant may be required to provide proof of consent, including, without limitation, by having individuals who appear in the Video sign an appearance release.

6. REPRESENTATIONS AND WARRANTIES. By entering the Contest and submitting a Video, Entrant represents and warrants that he/she: (a) owns and controls all right, title and interest, including copyright, in and to the Video and all elements and materials contained within the Video; (b) has the requisite consent and permission from all individuals appearing in the Video; (c) has the right and authority to, and does hereby, grant to Sponsor an irrevocable, non-exclusive, royalty-free, worldwide license in perpetuity to use, reproduce, broadcast, communicate, translate, distribute, edit, adapt, copy, modify and otherwise use without limitation all or any part of the Video submitted under this Contest in any manner and media (whether now known or hereafter devised) for any purpose whatsoever, including, without limitation in connection with the Contest and/or the advertising or promotion of the Sponsor, and (d) waives any and all moral rights that he/she may have in the Video with respect to the uses contemplated herein. Entrant acknowledges and agrees that the grant of rights described above includes, but is not limited to, the right (but not the obligation) at Sponsor’s sole discretion to use the Video, or a modified, edited, or translated version thereof, in whole or in part, (i) on the Contest Website, (ii) in a compilation video combining some or all of the Videos entered into past, present and future Breast Fest Film Festivals, and (iii) for any advertising or promotion of Contest and/or Sponsor.

7. SPONSORS’ RIGHT TO DISQUALIFY: Sponsor reserves the right, at any time, in its sole discretion, to disqualify an Entrant and/or remove any Videos that it finds or believes not to comply with the conditions above or otherwise with these Official Contest Rules and Regulations, and to pursue all other applicable rights and remedies. Videos not complying in any way with the Rules will be disqualified.

8. PRIZING: There will be one (1) Grand Prize available to be won by the Entrant who has received the most votes during the Voting Period, consisting of:

- (i) a showing of his/her video at BREAST FEST FILM FESTIVAL 2011;
- (ii) a trip to Toronto, Ontario (dates of festival TBD in Sponsor’s sole discretion) to discuss the winning Video at the BREAST FEST FILM FESTIVAL 2011;

Travel costs, including without limitation, round trip economy air transportation departing from the major Canadian airport closest to the Entrant’s place of residence (or alternate ground transportation if winning Entrant lives within 100km of the Greater Toronto Area), airport transfers, if applicable, and standard hotel accommodation while in Toronto, will be as determined by Sponsor in its sole discretion and paid for by Sponsor to a maximum of \$2,000.00 CDN. Travel details to be arranged by Sponsor.

The winning Entrant is solely responsible for all costs not expressly described herein including, without limitation, applicable taxes, fuel surcharges, meals, beverages, room service, gratuities, merchandise, telephone calls, insurance

together with any required travel documentation, and all personal expenses of any kind or nature. The approximate retail value of the Grand Prize is \$2,000.00 CDN. The actual value will depend on the location of the winning Entrant. The winning Entrant is not entitled to the difference, if any, between the stated and actual value. In the event that the winning Entrant does not use a portion of the Grand Prize, such portion will be forfeited and there will be no extension, transfer, substitution or any kind of compensation provided. The Grand Prize must be accepted as awarded without substitution and is not transferable, not for resale and has no cash surrender value. Sponsor reserves the right, in the event that the Grand Prize or any component of the Grand Prize cannot be awarded as described for any reason, to substitute another prize or component of a prize of equal or greater value, without liability. Odds of winning the Grand Prize depend on the number of entries, the skill of the Entrant as judged by the selection committee according to the selection criteria outlined below, and the response of the voting public.

9. SELECTION PROCESS: There are two (2) phases in the selection process:

PHASE 1-BREAST FEST FILM FESTIVAL 2011 SELECTION COMMITTEE: At the end of the Contest Period the selection committee will view all eligible Video submissions. A selection of Videos, as chosen by the selection committee, will be posted on the Contest Website to proceed to the public vote phase of the selection process. Videos will be judged according to the following criteria (weighted equally) i) connection to theme; ii) creativity; iii) proficiency; iv) originality; v) the ability to show the cause in a new light. The Videos that qualify for the second phase of selection will be notified by August 10, 2011. Sponsor has no obligation to contact Entrant's whose Videos are not selected to proceed to phase 2. The decisions of the selection committee are final and cannot be appealed.

PHASE 2— PUBLIC VOTING: Between 12:00:01AM (ET) on August 17, 2011 and 11:59:59PM (ET) on September 13, 2011 (the “**Voting Period**”) the Videos selected in phase 1 of the Contest will be uploaded to the Contest Website. Members of the public will then have the opportunity to vote for their favourite Video. At the end of the Voting Period, the Video with the highest number of votes will be named the potential BREAST FEST 2011 Short Film Competition Winner (the “**Winner**”).

10. RELEASES. Before being declared the Winner, the potential Winner will be required to sign and return to Sponsor a release form (The “**Release Form**”) confirming compliance with the Official Contest Rules and Regulations, acceptance of the Grand Prize as awarded, without substitution, and releasing the Sponsor, their affiliated and related companies, advertising and promotional agencies, the independent contest organization and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) from any liability in connection with the Contest or any Contest-related travel or activities. The Release Form must be returned within the time period specified by Sponsor or the Grand Prize will be forfeited and may be awarded to the Entrant with the next highest number of votes.

11. PRIVACY. By entering this Contest, Entrant consents to the use of his/her personal information by Sponsor and its authorized agents for the purpose of administering the Contest and fulfillment of the Grand Prize and, only if consent is given at the time of entry, to provide the Entrants with information regarding upcoming promotions and/or events from the Sponsor. By entering the Contest, Entrants further consent to the use by Sponsor and its authorized agents of his/her name, address (city/province), photograph, voice, appearances and statements (as captured in the Video or otherwise), without further notice or compensation, in connection with any publicity carried out by or on behalf of the Sponsor and/or the BREAST FEST FILM FESTIVAL 2011 Short Film Competition, in any manner and media, including without limitation, on the www.breastfestfilmfest.com website, anywhere in the world, in perpetuity. For more information regarding the manner of collection, use and disclosure of personal information by the Sponsor, please refer to the Sponsor's privacy policy, available at http://www.rethinkbreastcancer.com/privacy_policy.html.

12. LIMITATION OF LIABILITY. By entering this Contest, Entrant releases, discharges, indemnifies and agrees to hold harmless Released Parties from any real or alleged claims, damages or liability due to any claims, injuries, damages or losses to any person or property arising out of or resulting from, in whole or in part, directly or indirectly,

participation in this Contest, including, without limitation the submission or posting of a Video, or any Contest-related activity or from the acceptance of the Grand Prize.

Released Parties will not be responsible or liable for: (a) late, lost, corrupt, illegible, garbled, incomplete or destroyed entries, or entries submitted through illicit means, all of which such entries are void; (b) any incomplete or inaccurate information, whether caused by Contest Website users or by any equipment or programming associated with or utilized in the Contest, or by any technical or human error that may occur; (c) printing errors, (d) the theft, destruction or unauthorized access to, or alteration/tampering of, entries or the Contest Website; (e) any problems with, or technical malfunctions of, telephone networks or lines, computer systems, servers or providers, computer equipment, software, viruses, trojan horses, worms, or bugs; (f) any failure of any electronic submission to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or at any website or combination thereof; or (g) damage to an entrant's or other person's system occasioned by participation or downloading of materials in this Contest.

13. GENERAL

By entering the Contest, Entrants agree to abide by these Official Contest Rules Regulations and the decisions of the independent contest organization, the selection committee and/or Sponsor which are final and binding without appeal in all matters related to the Contest.

The Sponsor reserves the right, to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if for any reason, the Contest is not capable of running as originally planned by these Official Rules and Regulations, whether due to tampering, infection by computer virus or for any other reason the Sponsor reserves the right to cancel the Contest and conduct the selection from all eligible entries received prior to cancellation. Sponsor reserves the right to modify these Official Contest Rules and Regulations in any way at any time it deems necessary or appropriate.

This Contest is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws.

YOUTUBE™ is a trade-mark of YouTube, LLC. YouTube LLC is not a sponsor of this Contest nor is it affiliated with this Contest in any way.