

Rules for Participating in the "MTV+Me" Call for Submissions

Article 1. Organizing Company

MTV Networks Asia Pte Ltd, a company incorporated in Singapore, having its registered address at The Atrium @ Orchard 60A Orchard Road #04-01 Tower 1, Singapore 238890, and duly represented by Robert KIM (hereinafter referred to as the Company) is organizing a competition at no cost and without any purchase obligation (hereinafter referred to as the "Call for Submissions") on the www.eyeka-asia.com website, owned by Eyeka Asia Pacific (hereinafter the "Eyeka Asia Website").

Eyeka Asia Pacific Pte Ltd, a company incorporated in Singapore, having its registered address at 18 Duxton Hill, Singapore 089616, and duly represented by Alexandre OLMEDO (hereinafter referred to as "EYEKA").

Article 2. Organization of the Call for Submissions

2.1

The Call for Submissions consists of uploading videos onto the Eyeka Asia Website in order for the videos to be submitted to the Company.

The dates for participating in the Call for Submissions are from the 25th of August 2008 9 am (GMT +8 hours) through to 30th of November 2008 11.59 pm (GMT +8 hours).

2.2

In order to participate, minors (below 18 years of age) must imperatively be provided with written authorization from their parents or guardians, who must give this written authorization to the Company. The Company is entitled, however, to require the participant to provide such authorization, at any time that includes prior to supplying the winner with the award. This authorization should read as follows:

*"I undersigned Mr/Mrs. xxx, parent or guardian of (child's name), hereby authorize (child's name) to participate in the MTV+Me Call for Submissions that shall occur from the 25th of August 2008 9 am (GMT +8 hours) through to 30th of November 2008 11.59 pm (GMT +8 hours). and to be provided with the award offered in the Call for Submissions without any responsibility of the Company. I authorize my child to grant his/her right upon the participating work as mentioned in the Article 5 of the Rules of the Call for Submissions.
Place and date of signatory
Signatory"*

The Company shall be entitled to disqualify the participant in case the latter could not provide such signed authorization.

2.3

Participation in the Call for Submissions is subject to having first creation of a user account on the Eyeka Asia Website. When the personal account is created, the user consents to the general terms and conditions of the Eyeka Asia Website and to add the information requested: full name, address, mobile number, and valid e-mail address. This information should be current and allow the Company to identify the winner quickly and correctly.

2.4

The employees of the Company and of EYEKA, as well as their relatives (parents, children, and spouse) cannot participate in the Call for Submissions.

2.5

The number of videos submitted to the Call for Submissions shall not be limited per user.

2.6

Participation in the Call for Submissions constitutes acceptance of these rules in their entirety.

2.7

To participate, the participants must:

- Remotely transfer/upload their videos to the Eyeka Asia Website from their personal web page (My Eyeka),
- Select the videos to be submitted,
- On the page view, click on "My Submissions",
- Select the group "MTV+Me".

Article 3. Details of the videos

3.1

The submitted videos' duration should be 05, 10, 30 or 60 seconds.

3.2

Participants must insert the following mentions:

- In the video: MTV logo must be incorporated, following the logo guidelines as provided.

3.3

Should the participants use lines or/and dialogues in the videos, the dialogues should compulsorily be in English.

3.4

Should the participants use music in the videos, users' own original music must be utilized. Otherwise, participants must utilize the selection of music beds / audio templates provided online, downloadable from the page of the Call for Submissions. Only videos that utilize original music or music from page of the Call for Submissions will be valid.

3.5

Furthermore, the participants undertake to abide by all the terms and provisions related to the Call for Submissions available on Eyeka Asia Website and more precisely on the page of the Call for Submissions.

3.6

The Company may at any time and without notice withdraw any entries that breach the requirements for the videos.

Article 4. Selection of the Winners

4.1

The Company will select the best quality submissions, with no limitations to the number of selected works, to be broadcasted on MTV Asia Channel.

The videos will be rated on the basis of aesthetics, originality, composition, framing and consistency with the competition. In the event that a video would not meet the required quality criteria, the video will be rejected.

The winner will be selected and notified by the Company no later than 15th of December 2008.

4.2

Winners of the Call for Submissions shall only be selected if at least 20 videos complying with the artistic expectations and respecting the details described in these rules have been uploaded on Eyeka Asia after the duration the Call for Submissions.

The Call for Submissions shall end up with no selected winners in case there would be fewer than 20 such videos at the end of the Call for Submissions.

The amount of at least 20 videos is justified by the need for the Company to have enough videos to select winners on a fair basis.

Article 5. Award

5.1

No later than the 19th of December 2008, the winner(s) gets an official certificate from the Company for having produced a MID for broadcast on MTV Asia channel in 2008 and 2009, after granting his/her rights upon the video to the Company.

5.2

The winner shall only get the certificate if he/she actually grants his/her rights upon the video to the Company by signing a license agreement no later than the 19th of December 2008. The license agreement shall grant the Company full rights on an exclusive, perpetual and worldwide basis to authorize the Company and/or any of its related companies (as defined under Section 6 of the Companies Act Cap. 50 of Singapore), to use the video to use, edit, amend, distribute and exploit (commercially or otherwise) the video in any and all such formats, on such media and platforms as the Company deems fit.

Should the winner not sign the license agreement with the Company, the winner will not receive the official certificate nor have his/her works broadcasted on MTV Asia channel.

Article 6. Intellectual Property

All of the trademarks, logos, texts, icons, domain names, and programs accessible on Eyeka Asia Website, with the exception of the creations uploaded by the EYEKA participants, are EYEKA's exclusive intellectual property. Use of the services accessible Eyeka Asia Website to participate in the Call for Submissions does not constitute in any manner an authorization to use or acquire a property right to items making up the intellectual property of EYEKA.

The trademarks "MTV", "MTV Asia" and "MTV+Me" are the Company's exclusive intellectual property.

Article 7. Warranties

The participants warrant that the Company shall peacefully enjoy and exercise all of the rights attaching to the videos.

The participants warrant that they will not use in the videos any elements (music, photographs, brands, etc.) that are likely to violate any person or any company's rights.

Accordingly, the participants shall hold the Company and EYEKA harmless against any disturbance, legal action, complaint, opposition, claim and eviction instigated by a third party claiming that one of the video breaches his or her rights, as well as against any loss or liability incurred in connection with the exercise of the rights attaching to the videos.

In this respect, the participants warrant that they have obtained written permissions of all the people represented on the videos, or of their contractual or legal representatives, in order to use their image, allowing the participants to make commitments in its own name.

The participants irrevocably undertake to provide the Company at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.

The participants warrant that they are the sole proprietors of the intellectual property rights granted to the Company. In the event the participants are not the sole proprietor of the aforementioned rights, they irrevocably warrant to the Company that, before making the videos available, they obtained all of the authorizations and rights required for the license in writing from all proprietors of intellectual property rights to the videos or from the copyright collecting societies representing such proprietors allowing the participants to make commitments in its own name and, where applicable, in the name and on behalf of the aforementioned individuals. In this respect, the participants irrevocably undertake to provide the Company at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.

The Company may at any time and without notice withdraw from the Call for Submissions the entries of any participants who breach the stipulations regarding warranties.

Article 8. Personal Data

The participant hereby authorizes EYEKA to transfer some of or all the personal details to the Company in order to allow the Company to contact the participants, to send promotional emails, newsletters.

The Company undertakes not to transfer any of these personal details to any third party and undertakes to keep them as confidential.

The participants in the Call for Submissions will have a right to access, change, correct and delete the data concerning them.

To exercise this right, the participant may write to:

- **Eyeka Asia Pacific Pacific**, 18 Duxton Hill Singapore 089616.
- **MTV Networks Asia**, The Atrium @ Orchard 60A Orchard Road #04-01 Tower 1, Singapore 238890.

Article 9. Responsibility and Liability

EYEKA may not be held personally liable for the damages due to loss of data or images uploaded to the Eyeka Asia Website. The participants are responsible for retaining a long-term copy of any image submitted to EYEKA. Similarly, EYEKA may not be held liable for the any difficulties related to the distribution or remote transmission of the data or the images.

In the event of force majeure, the Company reserves the right to cancel, shorten or suspend the Call for Submissions before the end of the participation period. If so, the Company undertakes to warn the participants at least 24 hours in advance by publishing flash news on the Eyeka Asia Website.

Under this clause, participants will not claim any compensation for any direct or indirect damages of any nature whatsoever, suffered during the organization of this Call for Submissions "MTV+Me."

Article 10. Applicable Law and Jurisdiction

These rules are subject to Singapore law. Any dispute will be referred to the courts with jurisdiction of Singapore.