

Terms and Conditions
for
Participation in Pitch! Film Contest

1. Prerequisites for Participation

- 1.1 PITCH! is a film contest held by Bitfilm Networks GmbH in cooperation with the advertising agency McCann Erickson Deutschland GmbH and Coca-Cola Services NV, represented by Coca-Cola GmbH (hereinafter Coca-Cola and/or jointly the "Event Organizers").
- 1.2 Contestants must be members of the Bitfilm Club. Users must be registered with the Bitfilm Club to participate in the PITCH! film contest. Regular membership is free.
- 1.3 Films must have a maximum length of 3 minutes, must be on the topic "A Man's Life As It Should Be" targeting men between the ages of 19 and 25, and must be suitable for use in the Internet. The Event Organizers reserve the right to reject any films whose contents violate generally accepted moral standards or are otherwise inappropriate (glorification of violence, drugs, contents inappropriate for minors, etc.).
- 1.4 Contestants must be at least 18 years of age. Employees and relatives of the Event Organizers are excluded from participation. Decisions of the Event Organizers are final and Contestants have no right to appeal in a court of law.

2. Submission Deadline, Costs of Participation

- 2.1 The submission deadline is August 1, 2007.

Films must be submitted as uploaded files via the Bitfilm Club. Submitted digital video files must be free of defects and meet the following minimum technical requirements: maximum file size 100MB, video format/Codec as specified on the "Bitfilm Club" Website under FAQ > Video Upload.

- 2.2 Contestants are not entitled to reimbursement of any costs incurred in connection with participation in the PITCH! contest, whatever their nature (production costs, online charges, etc.).

3. Decision of the Jury

- 3.1 The selection jury of the Event Organizers will create a short list by selecting a maximum of 25 films from among all films entered by Contestants. The decision of the jury is final and may not be contested.

- 3.2 The short list will be published on the Internet for rating in the time period from August 15, 2007 until September 15, 2007. The Internet audience will have an opportunity to rate films on the short list (0 through 5 points). For each rating a film is awarded the corresponding number of points. The total number of points awarded to each film is then calculated and divided by the total number of ratings to determine the average rating of each film.
- 3.3 The three films that receive the most points by September 15, 2007 will be awarded the following prizes:
- First place: €6,000.00
Second place: €3,000.00
Third place: €1,000.00
- 3.4 The winner (first place) will, in addition, be given the opportunity to participate in an advertising film production of the agency McCann-Erickson World Group in the course of the following year. If requested, the winner will receive a contract from McCann-Erickson to direct a film project for one of McCann's pro bono clients. The specific terms and conditions will be as agreed by the winner and McCann-Erickson.

4. Rights

- 4.1 Contestants hereby agree that if an entered film is included in the short list, Coca-Cola shall have the right to publish the film in the Internet for downloading or streaming for the duration of the PITCH! contest and for three months thereafter, i.e., until December 15, 2007, as well as the right to use the entered film or any part thereof in any form to advertise the PITCH! contest, the right to present the entered film at conventions and conferences, and the right to use the entered film for any other public relations measures related to the PITCH! contest. Contestants hereby expressly agree that the licensed rights shall include the right to make the entered film available to the Internet audience for rating during the PITCH! contest.
- 4.2 Subject to the provisions of Sections 4.3 and 4.4 below, all rights to films entered in the PITCH! contest, with exception of the rights to the three winning films, will revert to the respective Contestants after December 15, 2007, without any further notice. Contestants will receive screen credits for their films in accordance with industry standards.
- 4.3 Contestants agree that by payment of the prize money, Coca-Cola shall acquire an exclusive license to use the winning films (first place through third place) in the Internet (streaming and downloading), in perpetuity and throughout the world.

- 4.4 Contestants hereby agree that if his film wins (first place through third place), Coca-Cola shall have an option, for a period of three months and at no cost, to acquire from Contestants commercial licenses in addition to the online rights licensed to Coca-Cola in accordance with Section 4.3 above (the "License Option"). Such additional licenses involve the rights to use the winning films on mobile terminals, in the Internet, on TV, in movie theaters or any other digital audio/visual media, with or without reference to the trademark "Coca-Cola Zero." If the License Option is exercised by Coca-Cola, Contestants shall grant exclusive licenses to Coca-Cola for the aforementioned forms of commercial exploitation, in perpetuity, throughout the world and without limitation. Coca Cola hereby accept the foregoing grant of license. Exercise of the License Option is invalid, unless Coca-Cola provides Contestants with written notice within the aforementioned three-month option period. The licensed rights shall transfer if and when notice is received in a timely manner. If the License Option is exercised by Coca-Cola and a winning film is actually used, the parties shall agree upon reasonable compensation based upon prevailing market prices.
- 4.5 Compensation is due when a winning film is used for any particular medium. Coca-Cola will notify Contestants, without demand, if a winning film is used for any medium. The Event Organizers may transfer the licensed rights to third parties in whole or in part.

5. Trademark Rights of the Coca-Cola Company

- 5.1 Contestants may, for artistic purposes, integrate the trademarks "Coca-Cola Zero" and "Coke Zero" of The Coca-Cola Company into the film entered in the PITCH! contest. Contestants have no right to use these trademarks other than specified in the briefing and/or in any manner that violates generally accepted moral standards, is inappropriate for minors, glorifies violence or is otherwise inappropriate. Contestants also have no right to alter or modify the trademarks of The Coca-Cola Company in any way.
- 5.2 Integration of the trademark "Coca-Cola Zero" and "Coke Zero" in an entered film is conditional upon registration and express, written acceptance of the Terms and Conditions for Participation by Contestants.
- 5.3 The right to use the trademarks "Coca-Cola Zero" and "Coke Zero" will expire on October 15, 2007, except for the winning films. Any further use of the entered film by Contestants after October 15, 2007 is prohibited, unless the trademarks "Coca-Cola Zero" and "Coke Zero" are no longer used in the film and have been permanently removed from the film.

- 5.4 Other than the rights defined above, Contestants are granted no rights to the trademarks of The Coca-Cola Company, nor do Contestants otherwise have the right to use or make reference to the trademarks of the Coca-Cola Company except with the prior express consent of Coca-Cola.

Contestants are prohibited, in particular, to use any names, logos, trademarks or other intangible assets of The Coca-Cola Company in any materials, including, without limitation, any advertising materials (especially in the Internet) or other media, without the Company's prior written consent. Contestants hereby acknowledge the validity of the trademarks owned by The Coca-Cola Company and waive the right to challenge the validity or ownership of these trademarks at any time. This provision shall continue in effect after the PITCH! contest has ended.

6. Warranty of Contestants

- 6.1 Contestants warrant that they own or hold all rights necessary for participation in the PITCH! contest, including the grant of license provided for above.
- 6.2 Contestants warrant, without limitation, that entry of a film in the PITCH! Contest will not violate the rights of any third parties. Contestants further warrant that if any musical works are used for an entered film, all necessary rights have been obtained, including, if applicable, all necessary rights held by royalty collection societies.
- 6.3 Contestants agree to indemnify the Event Organizers upon first demand from and against any and all liability, including litigation costs, resulting from claims brought by any third parties in connection with use of a film entered in the PITCH! contest, based upon wrongful infringement of any trademarks, copyrights, privacy rights or other proprietary rights of third parties, or based upon wrongful violation of any applicable unfair competition laws.

7. Final Provisions

- 7.1 Participation in the PITCH! contest is governed exclusively by these Terms and Conditions for Participation.
- 7.2 These Terms and Conditions for Participation govern all rights and obligations between Contestants and the Event Organizers. These Terms and Conditions for Participation are supplemented by the laws of the Federal Republic of Germany, with the exception of German conflict of laws provisions and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG). The place of performance for all obligations of the Parties is Hamburg, Germany, unless otherwise

provided by law. Any disputes arising between the Parties shall be determined by a court of competent jurisdiction in Hamburg, Germany, unless otherwise provided by law.

- 7.3 If any provision of these Terms and Conditions for Participation is invalid, the validity of the remaining provisions shall remain unaffected thereby. Any invalid or void provision shall be replaced by such valid provision as most closely reflects the commercial intent and purpose of the original provision. The foregoing shall apply analogously if any provision has been inadvertently omitted from these Terms and Conditions for Participation.