

**Asian CineVision 2010 National Festival Tour
Cinema Me Short Film Competition
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL
NOT INCREASE YOUR CHANCES OF WINNING.**

1. Entry Period: "Asian CineVision ("ACV") National Festival Tour Cinema Me Short Film Competition" (the "Competition" or the "Contest") commences on November 9, 2009 at 12:00am and ends at 06:00pm (EDT) on April 30, 2010.

2. Eligibility: The Competition is open to individuals who are residents of the 50 United States or the District of Columbia or Canada (excluding Quebec), no age restrictions apply. In order for a Film to be eligible to participate in this Competition either the Entrant or at least one key member (director, producer, writer, director of photography, or editor) of the Entrant Team (as defined below) working on the film and one lead actor (a character that drives the storyline) must be of Asian descent and either Entrant or at least one key member of the Entrant Team must be an amateur (defined as persons who do not have a contract with a major or independent U.S. or Canadian film). For the purposes of this Competition, only the individual submitting the film ("Film") and whose information is listed on the Submission Form will be deemed the Entrant and will be eligible to win a prize. If the Entrant works with any other individual in making the Film, the Entrant and all other individuals who perform or are involved with the production of the Film will be referred to as the "Entrant Team," however only the Entrant is eligible to receive a prize in this Competition. Any member of an Entrant Team must be a legal resident of the 50 United States, or the District of Columbia or Canada (excluding Quebec) who is a Minor (defined as a legal resident below the age of 19 in Nebraska and Alabama and below the age of 18 everywhere else) must provide parental or guardian permission. Employees, contractors, directors and officers of Asian CineVision ("Sponsor"), interTrend Communications, Inc., Toyota Motor Sales, Inc., their respective parents, affiliates, subsidiaries, distributors, sales representatives, retailers, and advertising, promotion and judging agencies and all other service agencies involved with the Competition, and members of the immediate family (spouse, parent, child, sibling and their respective spouse) and household of each such employee are not eligible to participate. ACV reserves the right, in its sole discretion, to disqualify any Film if it deems that no member of the Entrant Team is an amateur as defined by these Official Rules. ACV assumes no responsibility for any internal disputes among the Entrant Team with regard to the Film submitted into the Competition, or any internal disputes among the various individuals and/or entities that have collective interest in any submitted Film. Such disputes will not be resolved by ACV. In the event that any such dispute or personnel change interferes with the operation of the Competition, Entrants involved in the dispute may be disqualified, at ACV's sole discretion. VOID IN QUEBEC AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. By participating in this Competition, Entrants agree to be bound by these Official Rules and by the decisions of ACV that are final in all matters relating to this Competition. Sponsor reserves the right to request any documents necessary to verify eligibility.

3. To Enter: Entrants are invited to submit an original film which adheres to the mission statement of the ACV, "works by and about Asian Americans." The instructions for submitting a Film for the Competition will be posted on the Asian CineVision website located at <http://www.asiancinevision.org/tour2010> (the "Official Website"), on or around November 9, 2009. Log on and follow the instructions. All Entrants must send two (2) copies of their finished Film (as specified in Rule #4), the Contest Submission Information Form, an Entrant Team Roster, an Entrant Team Leader Affirmation, an Entrant Team Member Agreement for each member of the Entrant Team, and a Parent/Guardian Release for all members of the Entrant Team who are Minors in their respective state of residence (altogether the "Entry") via one of the following mail carriers: USPS, UPS, FedEx, and DHL to National Festival Tour Short Film Competition c/o Asian CineVision, 133 West 19th Street, Suite 300, New York, NY 10011 ("Entry Address") postmarked by 11:59pm on April 29, 2010 and arrived by 6:00pm on April 30, 2010. It is HIGHLY recommended that teams use OVERNIGHT carrier. Entrants may opt to use non-overnight delivery, however at their own risk. Submissions made in-person will not be accepted. Only works that are received by the above deadline via the aforementioned official mail carriers will be admitted into the Competition. Limit one (1) Film submission per Entrant/Entrant Team. Entries become the property of ACV and none will be returned. ACV is not responsible for lost, late, illegible, misdirected, mutilated, incomplete, damaged or postage-due mail/entries or non-playable entries.

4. Film Submission Guidelines: By submitting a Entry in the Contest, you hereby warrant and represent that your entry conforms to the requirements set forth herein. Films, including any credits, must not exceed five (5) minutes ("Time Limit") in length, not including the Required Elements (as defined below). Entrants must submit. Entrants must provide two (2) separate copies of the finished Film on separate miniDV tapes (NTSC Standard Definition Format); or separate DVD-Rs (or DVD-RWs) containing the film as QuickTime Movie File (NTSC Standard Definition, 720x480 pixels, 29.97 fps without proprietary codecs); or one (1) miniDV tape and one (1) DVD-R (or DVD-RW) containing the film as QuickTime Movie File. Entrants may be asked, at a later date, to submit copies of their Film in additional formats during the judging process. Entrants whose entries are chosen as finalists may be required to provide their Film in an uncompressed video format. If ACV is unable to play your Film on its video equipment, your Film may be disqualified in ACV's sole discretion. Each Film must begin with: (a) a bar and tone (10 seconds); (b) the Entrant's name, date of the film, title and running time (5 seconds) and (c) a Black Slate (10 seconds) ("Required Elements"). The Required Elements will not be counted in the 5 minute Time Limit. If any Film is shot in a 16:9 ratio and/or anamorphic, the Film must be letter-boxed to conform to a 4:3 aspect ratio. ACV's video equipment will not be switched to stretch the picture. Films must include the following credit: "This film was made possible in part by the support of the "Asian CineVision National Festival Tour Cinema Me Short Film Competition." ("Required Credit") The Required Credit must appear within the 5 minute Time Limit.

Films may not: (a) contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, in a manner which suggests endorsement, without permission; (b) contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses, without permission; (c) contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; (d) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; (e) be in violation of any law; or (f) be pornographic, or depict hardcore or graphic sex, or any other material, including language, deemed objectionable to community standards, as determined by ACV, in its sole discretion. By submitting a Film, each Entrant warrants and represents that the Film: (a) is the Entrant's original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademark rights, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that the Entrant has obtained permission from a person whose name, likeness or voice is used in the Film and (f) and that publication of the Film via various media including Web posting, will not infringe on the rights of any third party. Any such Entrant will indemnify and hold harmless the Competition Parties (as defined below) from any claims, suits, losses, damages and expenses (including reasonable attorneys' fees) that arise from claims to the contrary or any breach of these Official Rules. Any Entrant whose work includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, music, depictions of persons, buildings, trademarks or logos) must be able to provide any documentation and releases necessary to prove their unrestricted ownership in all materials contained in their entries and their right to use such materials and the Film without limitation for any purpose. including ACV's use of such Film, in a form satisfactory to ACV, upon request, prior to award of prize and/or naming of entrant as a Finalist. ACV reserves the right to waive the Contest entry requirements set forth herein in its reasonable discretion. ACV reserves the right in its reasonable discretion, during or upon completion of the Competition Period, to request that any Entrant resubmit his or her Entry which fails to comply with the Competition entry requirements prior to any judging or voting period or to reject any Entry that it finds, in its sole discretion, to violate any of the foregoing requirements or is otherwise not in compliance with this Official Rules.

5. Judging: Films will be judged by an ACV panel of film industry professional based on the following equally weighted criteria ("Judging Criteria"): (1) Originality; (2) Adherence to the mission statement of the ACV; (3) Creativity; (4) Overall appeal of the film based on direction and editing; and (5) Actor performances. The Entrants whose Film is one of the ten (10) Films with the highest total scores among all judging criteria will be named finalists ("Finalists"), subject to verification, and will be announced on or about May 31, 2010 and their names will be posted on www.asiancinevision.org/tour2010 website ("ACV Website") and the Toyota www.thedirectorschair.com website ("Toyota Website"). In the event of a tie, the tie breaker will be based upon the highest score in the first judging criteria, continuing thereafter to each judging criteria in order, as needed, to break the tie. The Finalists' Films will then be judged again on the above Judging Criteria and a Potential Grand Prize Winner will be chosen, subject to verification. Finalists' films will also be entered into the Audience Choice Awards ("ACA") and will be posted on the Toyota Website for public voting from June 1, 2010 to June 30, 2010 ("ACA Voting Period") based on the above Judging Criteria. The Finalist's Film which receives the most votes

during the ACV Voting Period will be presented with the Audience Choice Award and the Entrant receive the Audience Choice Prize, subject to verification. Limit one (1) vote per person/email address. Any attempt by Finalist/Entrant and/or his/her family/friends/Entrant Team to vote more than the number of times authorized herein using multiple names or email address and/or any other fraudulent mechanism, as determined by Sponsor in its sole discretion, shall give Sponsor the right to disqualify Finalist/Entrant in its reasonable discretion. The Potential Grand Prize winner, subject to verification, will be announced on or around June 30, 2010 on the Official Website. The Potential Grand Prize Winner will be notified by phone, email or mail. ACV is not responsible for any change in Entrants' mailing address, email address and/or telephone number. The Potential Audience Choice Award Winner will be eligible to win the Audience Choice Prize, subject to verification, and will be announced on or about July 5, 2010

6. Prizes:

Finalist Prizes (10): Finalists will have their films screened at the 2010 AAIFF.

Grand Prize (1): The Grand Prize Winner shall receive a cash prize of \$3,000 USD / \$3,200 CAD

Audience Choice Prize (1): The Audience Choice Award winner will receive the opportunity to, subject to availability and in the Sponsor and Competition Parties' sole discretion, have his or her film screened at various film festivals sponsored by Toyota during between the dates of July 2010 to March 2011.

7. Prize Conditions: All prizes will be awarded to the Entrant only, as indicated on the Submission Form. Arrangements for the fulfillment of the Grand Prize will be made by ACV during the 2010 calendar year. Grand Prize is non-transferable. Potential winners are subject to verification, including verification of age. Grand Prize Winner, as a condition of receiving the Grand Prize must sign (i) an affidavit of eligibility and liability to release ACV, affiliated entities, advertising agencies, and any other participating sponsors, and their respective employees, from any and all liability, claims, demands and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Competition or the use or acceptance of the Grand Prize and (ii) except where prohibited by law, a promotional release granting Competition Parties the right to use his or her name, likeness and Film for advertising and publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY, FINALIST OR GRAND PRIZE WINNER (AT ACV'S SOLE DISCRETION) WILL RESULT IN SUCH INDIVIDUAL'S DISQUALIFICATION AS A FINALIST AND/OR GRAND PRIZE WINNER OF THE COMPETITION AND ALL PRIVILEGES WILL BE IMMEDIATELY TERMINATED. Upon receipt of any part of the Grand Prize, each prize-winner is required to comply with any and all applicable federal, state and local laws, rules and regulations related thereto. If prize notification or any prize is returned as undeliverable, the Potential Grand Prize Winner will be disqualified. In the event that a Potential Grand Prize Winner is disqualified for any reason, the prize will be forfeited, even if the disqualified Potential Grand Prize Winner's name may have been publicly announced. Prizes won by an eligible Entrant who is a minor in his/her state of residence will be awarded to minor's parent or legal guardian who must sign and return all required documents. All taxes on prizes are sole responsibility of winner. Canadian residents may be subject to withholding taxes and Canadian residents are responsible for the reporting and payment of any income tax.

8. Conditions of Entry: BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON ACV OR A COMPETITION PARTY'S WEBSITE, IN ACV'S SOLE DISCRETION. Entrants will each sign a Participant's Agreement which grants to Competition Parties the non-exclusive, irrevocable right and license to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, broadcast, rebroadcast, transmit, record, publicly perform, and distribute and synchronize in timed relation to visual elements, the Entrant's Film and any related materials submitted by entrants and the Entrant (such as personal information and/or elements, including but not limited to name(s), trademarks, trade names, likenesses, photographs, biographical materials and all other graphic and/or textual material) (together with the Film, the "Materials"), and/or any portions or excerpts thereof, in any manner, an unlimited number of times, in any and all media, now known or hereafter devised, throughout the world, in perpetuity to advertise, market or promote Competition Parties, the Competition, the winning Films and any of its awards or presenting sponsors in all media throughout the universe and may authorize others to do so. Such advertising, promotion, and publicity may include portions and excerpts, in addition to cut-in, synchronized, dubbed and superimposed versions of the Materials. Competition Parties may use and authorize others to use Entrant's name, voice, biography,

and likeness as well as those of members of Entrant Team and other artists or individuals who rendered services in connection with the Entrant Film in any media for the purposes of advertising, promotion or publicizing the Film and the Competition by Competition Parties. Entrants hereby agree to submit their entries under the following terms and conditions: (i) that Competition Parties may use entrant's Film, and any ideas, concepts, materials, in whole or in part, contained in an entry to advertise, promote, and publicize Competition Parties and the Competition, directly or indirectly, or as otherwise set forth in the Participant's Agreement; (ii) that all materials submitted are free from any lien or claim by anyone, including, but not limited to, any union, guild or performance rights society; (iii) Entrants have obtained all rights, permissions and licenses necessary for Competition Parties to use the entries for any purposes; (iv) submission of a Film is gratuitous and made without restriction, and will not place Competition Parties under any obligation, that Competition Parties are free to disclose or otherwise disclose the ideas contained in the Film on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to Entrants, and by acceptance of your submission, neither ACV nor the Competition Parties, waive any rights to use similar or related ideas previously known to ACV, the Competition Parties, or developed by any of their employees, or obtained from sources other than you. All Entrants shall refrain from publicly screening or distributing their Film until after the winners of the Competition are announced.

ENTRIES POSTED TO THE WEBSITE WERE NOT EDITED BY ACV AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF ACV OR THE COMPETITION PARTIES IN ANY MANNER. Any waiver of any obligation hereunder by ACV does not constitute a general waiver of any obligation to entrants.

9. Limitation of Liability: ACV, interTrend Communications, Inc., Toyota Motor Sales, Inc. their respective parents, affiliates, subsidiaries, distributors, sales representatives, sponsors, retailers, and advertising, promotion and judging agencies and all other service agencies involved with the Competition, and each of their employees, directors, and officers ("Competition Parties") assume no responsibility for incorrect or inaccurate entry information whether caused by an entrant, any of the equipment or programming associated with or utilized in this Competition or by any human error which may occur in the processing of the entries or votes in this Competition. Competition Parties are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation in or downloading any materials of this Competition. If, for any reason, the Competition is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of ACV, or Competition Parties, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, or for any reason ACV deems it necessary, ACV reserves the right in its sole and unequivocal discretion to cancel, terminate, modify or suspend the Competition and/or the prizes. All interpretations of these Official Rules and the decisions of ACV are final. ACV reserves the right in their sole and unequivocal discretion to disqualify any individual it finds to be tampering, or has tampered with the entry process; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or entity. As a condition of entering, Entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing): (a) to release Competition Parties from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, including any traveling related thereto and from use of the Entry in any manner (b) under no circumstances will Entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Competition, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

10. Governing Law: By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of New York, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts for New York, New York.

11. Winners List: For a list of Winners, mail a self-addressed, stamped envelope to: Asian CineVision, Cinema Me, 133 West 19th Street, Suite 300, New York, NY 10011. Requests must be received by June 31, 2010.
12. Sponsor: Asian CineVision, Cinema Me, 133 West 19th Street, Suite 300, New York, NY 10011.