

**Paper Heart Magic Perfume Contest  
Official Rules**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN**

**CONTEST PERIOD:** The Paper Heart Magic Perfume Contest ("Contest") will take place from 12:00 AM Pacific Time ("PT") on July 24, 2009 to 11:59 PM PT on August 7, 2009 ("Contest Period").

**ELIGIBILITY:** The Contest is open to legal residents of the 48 contiguous United States and the District of Columbia who are 18 years of age or older. Employees of Overture Films, LLC ("OFL") and Prefix Media, LLC ("Sponsor"), and their respective parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse, parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void in AK and HI and where prohibited by law. Contest is subject to all applicable federal, state and local laws.

**HOW TO ENTER:** During the Contest Period, prepare a video of yourself performing a cover to the song "Magic Perfume" performed by Charlyne Yi, the clip of which is posted on prefixmag.com; then, visit YouTube.com and follow the directions provided to upload the video (collectively, "Entry"). Copy and paste the URL link of the uploaded video on YouTube to the comments section of the contest page on prefixmag.com. The Entry may not contain characters' likenesses or other images from the motion picture "Paper Heart" or its marketing campaign. You must be a registered member of YouTube to participate. Registration is free. All Entries must be received by 11:59 PM PT on August 7, 2009 to be considered. Entries generated by script, macro or other automated means are void. Limit one (1) Entry per person and per email address. Entries from any person or email address in excess of the stated limitation will be void. Entry into the Contest constitutes your consent for Sponsor to obtain, use and transfer your name, email address and other details solely for the purposes of and as required to administer this Contest.

Entry must (i) be entrant's own original performance, (ii) not have been made commercially available or won any other prize/award, (iii) not be previously published or submitted in connection with any other contest, (iv) be in keeping with the Sponsor's and OFL's image, (v) not violate or encourage others to violate any applicable law, statute, ordinance or regulation, (vi) not contain materials embodying the names, likenesses, voices or other indicia identifying any person, contain look-alikes of celebrities or other public or private figures, (vii) not contain commercial/corporate advertising, including but not limited to logos, brand names, trade dress and slogans and (viii) not be offensive or inappropriate, as determined by the Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights. Sponsor reserves the right to disqualify any Entry that it determines, in its sole discretion, is offensive or inappropriate, not in keeping with Sponsor's or OFL's image or that is otherwise not in compliance with these Official Rules.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on YouTube.com, OFL's websites, or Sponsor's websites. Entrant agrees that Released

Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry.

OFL grants to entrant a limited revocable, non-sub licensable, license to use the song "Magic Perfume" and its lyrics for the sole purpose of creating an Entry and entrant may make no further use whatsoever of the song "Magic Perfume", the clip in which the song is featured, or the Entry for any purpose whatsoever. In addition, entrant recognizes all of the right, title, and interest in the song "Magic Perfume" as well as all derivative works created using "Magic Perfume" (including the Entry) shall vest exclusively in OFL, and entrant will not have or take any action that might harm or adversely affect such rights. No right, title, or interest in and to "Magic Perfume" except for the limited license granted to entrant in these Official Rules is transferred or created.

By submitting an Entry, entrant acknowledges and agrees that Sponsor or OFL may obtain other Entries under this Contest or have developed on its own or through other third parties ideas and material that may be similar or identical to the song submitted by entrant, and entrant waives any and all claims he/she may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor or OFL may be similar to his/her Entry.

**WINNER DETERMINATION:** All eligible Entries received by Sponsor will be judged by Charlyne Yi or her designee based equally on the following criteria: Creativity and Originality. The Entry with the highest score will be deemed the potential winner. In the event of a tie, an additional, "tie-breaking" judge will determine the winner(s) based on the criteria listed herein. OFL reserves the right not to award the prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Prize award is subject to verification of eligibility and compliance with these Official Rules.

**WINNER NOTIFICATION:** Potential winner will be notified by telephone, mail or e-mail and will be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by OFL, which must be returned within five (5) business days of date appearing on prize notification. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of OFL to contact potential winner within a reasonable time period, or noncompliance with these Official Rules by the potential winner will result in disqualification and, at OFL's sole discretion, the prize may be awarded to a runner-up. If potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, OFL reserves the right to award the prize in the name of his/her parent or legal guardian, who will be responsible for fulfilling all requirements imposed on winner set forth herein and must accompany such minor on trip as his/her guest.

**PRIZE (1):** One (1) Apple iPod, which will be pre-downloaded with Charlyne Yi's personal music playlist. Approximate Retail Value ("ARV"): \$400. Actual value of prize may vary. Any difference between stated value and actual value will not be awarded. All federal, state and local taxes and all other costs associated with prize acceptance and use are the sole responsibility of the winner. Winner may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. All prize details are at OFL's sole discretion.

**USE OF ENTRIES:** By submitting an Entry, each entrant grants the Sponsor and OFL and each of their designees an exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable, transferable right to exploit the copyright and other intellectual property rights entrant has in the Entry, and any ancillary and subsidiary rights therein in any media now or hereafter known, with respect to the Entry, including without limitation the right to edit, publish, use, adapt, exploit, modify, copy, disseminate or dispose of any Entry, the concepts embodied therein or any elements thereof, online, in print, film, television, or in any other media for programming, advertising, publicity and promotional purposes without compensation or notification to the entrant of any kind, except as prohibited by law.

**GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor, OFL, YouTube.com, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons (including death) or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of the prize (including any travel/activity related thereto); and (c) to the use of his/her name, voice, YouTube username, performance, photograph/video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which it may withhold in its sole discretion. Furthermore, by participating, entrant (if a minor, entrant's parent or legal guardian) acknowledges that OFL is not a sponsor of the Contest, and is not responsible for and shall have no liability with respect to or in any way arising out of the Contest, including without limitation any injury, loss or liability of any kind with respect to or resulting from the development and execution of the Contest.

**MISCELLANEOUS:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled uploads and/or Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties that may occur in connection with the administration of the Contest, the processing or posting of Entries, the announcement of the prize, or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest.

Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified, and all associated Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness, proper play or submission of Entries, Sponsor reserves the right, at its sole discretion, to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action taken using the judging procedure outlined above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**REQUEST FOR WINNER'S NAME:** For the name of the winner (available after September 14, 2009), send a self-addressed, stamped envelope by September 7, 2009 to: Paper Heart Magic Perfume Contest Winner, 9242 Beverly Blvd., Suite 200, Beverly Hills, CA 90210.

**SPONSOR:** Prefix Media, LLC, 80 Cranberry Street, #5A, Brooklyn, NY 11201.