

Official Rules

The New Kansas Challenge

1. The *New Kansas* Challenge begins 12:00AM ET on 2/17/2010 and ends 11:59PM ET on 2/16/2011. Watch *New Kansas- the 2010 Director's Cut* (hereafter referred to as *New Kansas*) over the Internet by going to www.NewKansas.com and clicking on the designated link(s). Those wishing to be hired as the Director of Continuity on the next 12 Promises Productions will be invited to submit their list of visual, verbal and symbolic references that appear in the short film *New Kansas* that they think the director of *New Kansas* inserted into the film that appear to have some reference to *The Wizard of Oz* (hereinafter called "references") that were intentionally placed within *New Kansas* by the director. (See additional details below.) You must mail in your completed list. To enter via mail, hand-print your name, address, phone number at the top and list of references form downloaded from the *New Kansas* website per Rule 2 below, and mail in an envelope to: **12 Promises Productions**, 5960 W. Parker Rd. #278-183, Plano, TX 75093. All mail entries must be postmarked by 2/25/2011 and received by 3/15/2011. Limit 10 entries per person per registered Pay-per-view viewer.
2. To view the film via the Internet, navigate to www.newkansas.com and click on the "rent New Kansas" link.
3. **To Play the New Kansas Game and take the New Kansas Challenge:** List the references in the exact order that the director worked them into the film. You must list them as they appear on screen left to right and/or top to bottom. You must specify the reference, whether it is visual, verbal or symbolic, what you believe it refers to in *The Wizard of Oz* and how many points it is worth (for example, "Box of Munchkin Doughnuts – visual – Munchkin land – 1pt.," or "There's no place like home – verbal – There's no place like home – 2pts," or "Ritchie – symbolic – Dorothy – 3pts"). These must be printed, typed or computer generated on a four-column sheet. Forms deemed illegible by the judges will be disqualified. Some references happen more than once. You can receive points for each time you see them. This means that visually you may see them more than once - or verbally you may hear them more than once - or a character from *The Wizard of Oz* may be parodied by more than one *New Kansas* character. There are numerous references placed in the film by the director. A reference is defined to include either one of the following: (a) a visual representation that could be interpreted as a reference to *The Wizard of Oz*, i.e. a box of Munchkin Doughnuts (b) a verbal reference that could be interpreted as a reference to *The Wizard of Oz*, i.e. "There's no place like home." (c) a symbolic representation that could be interpreted as a reference to *The Wizard of Oz*, i.e. Richie is symbolic of Dorothy. The references may appear anywhere in the film, including, for example, on a character's clothing, on a wall, as a prop, in a song, in dialogue, or as a *New Kansas* character. The verbal references may appear more than one time and must be listed each time. The visual and symbolic references may appear more than one time but must be listed in the proper order the first time they appear. Characters in *New Kansas* may reference more than one character in *The Wizard of Oz* depending on the scene and/or situation in *New Kansas*. A character from *The Wizard of Oz* may have more than one character in *New Kansas* referencing them depending on the scene and/or situation in *New Kansas*. Judges will only accept a minimum listing of 46 references. **Only references intentionally inserted in the film by the director are considered in determining if the list submitted matches the official Director's List (the "Director's List").**
4. **Eligibility:** The challenge is open to anyone who is 18 years of age or older. By submitting your list, you agree to these Official Rules and the decisions of 12 Promises Productions, Inc. and/or any judging organization, which is final and binding in all respects. Any individuals (including but not limited to cast, crew, employees, consultants, independent contractors, and interns) who have performed services for 12 Promises Productions Inc. during the filming and promotion of *New Kansas* and, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the

Challenge or supplying assistance, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter the New Kansas challenge. In addition, any persons closely acquainted with any persons connected with the production of *New Kansas*, administration or judging of "The *New Kansas* Challenge" including immediate family members and household members are not eligible. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year. If in the sole discretion of 12 Promises Productions, Inc. (the "Challenge Sponsor"), a person's participation could create the appearance of impropriety then that person's submission will be judged invalid. By submitting a list of references, participants agree to release, discharge and hold 12 Promises Productions, Inc., their parent, subsidiary and affiliated companies, advertising and promotional agencies and suppliers and their respective officers, directors, employees, agents and representatives from any and all claims and damages arising out of an entrant's participation in the Challenge and/or acceptance or use or misuse of any funds paid to the participant. By entering this Challenge, you grant permission to 12 Promises Productions, Inc. to use your name, photograph, likeness, voice, information and/or biographical information (city and state only) for programming, publicity and promotional purposes in any media, worldwide, in perpetuity, without further compensation, unless prohibited by law. Void where prohibited or restricted by law. All federal, state and local laws and regulations apply.

5. The person(s) who submits a list of references that exactly matches the Director's list will employed by 12 Promises Productions, Inc. as an Independent Contractor as Director of Continuity for 12 Promises Productions' next project with compensation being 33% of the net profits generated by people viewing *New Kansas* over the Internet during the time of the challenge. In the event that more than one person submits a list that exactly matches the Director's List, the pool of funds earmarked to pay for the Director of Continuity position will be evenly divided between those submitting lists that exactly match the Director's List. If more than one person submits lists that exactly match the Director's list then all those sending in matching lists will have the opportunity to work as a Director of Continuity and receive acknowledgements in the credits as a Director of Continuity in the next project produced by 12 Promises Productions. All lists that are mailed and received by the deadlines may be judged by an independent judging organization. By submitting your list of references, you expressly agree that the decisions of those reviewing submissions are final and binding in all respects including but not limited to the determination of all references appearing in the film and on the Director's List and/or accuracy, correctness or completeness of participant's submissions. Entrants agree to be bound by these rules and accept that all decisions of the judging entities cannot be challenged or contested. The person(s) who submit lists exactly matching the Director's List will be notified by telephone and/or mail and will be required to sign and return within 5 business days of date of delivery to his/her address an Affidavit of Eligibility, Release and Indemnification, and Publicity release (where allowed by law). Failure to return any required forms within the specified time period may result in disqualification.
6. If for any reason the Challenge is not capable of running as planned, including infection by computer virus, bugs, tampering, any unauthorized intervention, fraud, technical failure or other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Challenge, 12 Promises Productions, Inc. reserves the right at its sole discretion, to cancel, terminate, modify or suspend the Challenge and/or to disqualify any individual who tampers with the entry process. No responsibility is assumed for lost, stolen, late, or misdirected mail, or any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail or electronic entry to be received 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 any entrant's or any other person's computer related to, or resulting from, participation in or downloading any materials from this Challenge. Entries void if incomplete or not legible. All

submissions become property of 12 Promises Productions, Inc. and will not be returned or acknowledged. Sponsor reserves the right to investigate and verify any submitter and disqualify any submitter who it finds, in its sole judgment, has not complied with these Official Rules.

7. The person(s) who submit the list of references that exactly match the Director's list will receive one-third (1/3) of the net profits that 12 Promises Productions, Inc. receives from *New Kansas* pay-per-view viewings on the Internet during the time of the challenge. This person(s) will be employed by 12 Promises Productions, Inc. as an independent contractor as the Director(s) of Continuity for their next project. Net profits will be calculated as gross revenues from pay-per-view viewings on the Internet minus production costs, administration costs, conversion costs, transactions costs, bandwidth costs, operating expenses, local, state and federal taxes, any fees and any other costs related to the execution, implementation and maintenance of the Challenge. Federal, state and local taxes are the sole responsibility of person(s) chosen to be the next Director of Continuity, as they will be paid as an Independent Contractor and issued a 1099 IRS form.
8. **Sponsor:** 12 Promises Productions, Inc., 5960 W. Parker Rd. #278-183, Plano, TX 75093.
9. **For the names of those who submitted a list of references that exactly match the Director's List** and copy of Official Director's List of references (available after 3/15/2011), send self-addressed, stamped envelope: New Kansas Challenge Results, 5960 W. Parker Rd. #278-183, Plano, TX 75093 by 4/15/2011. Sponsor reserves the right to change the dates of the Challenge to accommodate the participation of the greater number of challengers.
10. **DISPUTES:** Except where prohibited, as a condition of participating in this Challenge, participant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Challenge, or any monies paid, or the determination of who matches the Director's List shall be resolved individually, without resort to any form of class action exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then effective. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering into this Challenge), and participant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and 12 Promises Productions, Inc. in connection with this Challenge, shall be governed by, and construed in accordance with, the laws of the State of Texas, U.S.A., without giving effect to the conflict of laws rules thereof, and all legal proceedings shall take place in Collin County, State of Texas.

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IN NO EVENT WILL 12 PROMISES PRODUCTIONS, INC. OR ITS PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF ANY CHALLENGE SITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING,

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