

OFFICIAL RULES “BE AN ARISTOCRAT” CONTEST

NO PURCHASE NECESSARY TO ENTER OR WIN. CONTEST OPEN TO RESIDENTS OF THE UNITED STATES AND CANADA (EXCLUDING THE PROVINCE OF QUEBEC) WHO ARE 18 OR OLDER. CONTEST VOID WHERE PROHIBITED. ALL VIDEO ENTRIES MUST BE SUBMITTED ALONG WITH A SIGNED CONTEST RELEASE FORM. ONLY DVD, VHS AND DV CAM VIDEO SUBMISSIONS THAT ARE NO LONGER THAN 10 MINUTES WILL BE ACCEPTED.

1) CONTEST DESCRIPTION: The “Be An Aristocrat Contest” (the “Contest”) is a contest that begins on or about July 29, 2005 and ends on September 30, 2005 (the “Contest Period”). Each Contest entrant (“Entrant”) may submit an original video recording of Entrant’s version of the “Aristocrats” joke (“Video Entry”). Video Entries may be live-action or non-live-action (e.g. classic animation, flash animation, claymation, puppetry, stop-motion, etc.). A Video Entry may not exceed 10 minutes in length. Each Video Entry must be submitted along with a signed contest release form (“Contest Release”) and received by Sponsor by September 30, 2005. At the end of the Contest Period, the Sponsor’s entry review panel will select one (1) live-action grand prize winner (“Live Action Grand Prize Winner”), one (1) non-live-action grand prize winner (“Non-Live Action Grand Prize Winner”) and eight (8) contest winners (the “Prize Winners”) (together, “Winners”) from the entries as determined by the Sponsor’s entry review panel in its sole discretion. Each Prize Winner will be awarded a DVD prize pack (a “Prize”). The Live Action Grand Prize Winner and the Non-Live Action Grand Prize Winner will be each be awarded a cash prize of US\$1,000, and both the Live Action Grand Prize Winner’s and the Non-Live Action Grand Prize Winner’s Video Entries will be included on the DVD version of “The Aristocrats” (the “Film”) as a DVD bonus feature.

2) HOW TO ENTER: Persons wishing to participate as an Entrant are required to do the following: a) acknowledge reading and accepting these Official Rules; b) print out and complete the Contest Release form; c) create a Video Entry; and d) submit Video Entry and the Contest Release properly executed by the entry cut-off date of September 30, 2005. Entrants are asked to submit a Video Entry of their own original version of the “Aristocrats” joke. Entrants must comply with the following directions when creating their Video Entry. Video Entries must be submitted on VHS, DVD or DV Cam; no other format will be accepted. Submissions may not be longer than 10 minutes total. In the case of live-action Video Entries, if any person(s) other than the Entrant appear(s) in the Video Entry, Entrant must submit a Contest Release properly executed by each and every such person(s). All Entrants must be residents of the United States or Canada (excluding Quebec) and must sign the Contest Release form before the submission can be eligible for judging. All Video Entries must be the original creation of each Entrant and not contain any material provided by any third parties. No music of any kind may be inserted into the Video Entry. Video Entries must not contain references to proper names or real individuals. All Video Entries must comply with all laws, rules and regulations including, but not limited to, those concerning copyright, trademark, defamation and invasion of privacy. Accordingly, no branded or copyrighted material, including any photographs, may be included in the Video Entry. An example of branded material would be clothing, equipment, props or other merchandise containing brand names, logos, or any other identifier. In addition, Video Entries may not contain recitals of poetry or lyrics from songs or lines from movies or any other television program. Nor may any Video Entry contain, including in the background, any signs, building marquis or any other similar markings. Further a Video Entry may not contain any material that is defamatory of, or violates the privacy rights, of any individual or entity. A Video Entry which contains any prohibited material or more than one person will be disqualified. Failure to provide an executed Contest Release (including a Contest Release for any other person(s) who appear in the Video Entry) will also result in disqualification of Entrant. Video Entry must be clearly and legibly

labeled with Entrant's name, complete mailing address, daytime phone number and e-mail address. To submit a Video Entry, complete and properly execute the Contest Release form available for print-out. Mail the completed form along with your Video Entry to: Be An Aristocrat Contest, c/o ThinkFilm, P.O. Box – need info]. Video Entries and completed Contest Releases must be received by September 30, 2005. Video Entries and Contest Release forms may only be submitted via U. S. Mail, Canada Post or any other conventional mail delivery service (including overnight mail courier service, such as Airborne, DHL, Federal Express, UPS, etc.); online, messenger or personally delivered entries will not be accepted. All Video Entries and accompanying forms become the property of the Sponsor and will not be acknowledged or returned. Each person who enters the Contest fully and unconditionally agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, and judges which shall be final and binding in all respects.

3) JUDGING: Video Entries and Contest Release forms will first be screened for proper documentation.

If the Contest Release form is incomplete or missing, the Video Entry will not be deemed eligible for judging. Eligible Video Entries will first be judged by the Sponsor's entry review panel ("Panel") under the supervision of Sponsor. This Panel of judges will score eligible Video Entries using the following criteria: Entertainment Value: 50 point max.; Presentation: 25 points max.; Creativity: 25 points max. Video Entries will be judged on an ongoing basis. The ten (10) Entrants with the highest scores will be determined by the Panel, such determination shall be final and binding. In the event of a tie, those Video Entries will be reviewed by an additional Panel member who will serve as a tiebreaker and who will evaluate tied Video Entries using the judging criteria noted above. Winning Video Entries are subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules. Sponsor does not guarantee that every submission will be reviewed and judged by the Panel. Sponsor and Releasees assume no responsibility for any Video Entry in which the telling of the joke places the Entrant, or any other person at risk for personal injury or property loss. If in the judges opinion a Video Entry contains content that appears to have put any person in danger of physical injury or property loss, such Video Entry will be deemed void. Winners will be notified by phone and must respond within five (5) days of notification. Upon notification, Winners must respond by telephone to the contact number provided in the notification and Winners' response must be received by Sponsor within five (5) days of such notification. If a Winner does not respond in accordance with the Contest Rules or Winner does not comply with the Contest Rules, he/she will be disqualified and will not receive a Prize and another Winner will be selected. Sponsor is not responsible for the failure for any reason whatsoever of Winners to receive notification or for Sponsor to receive Winners' responses.

4) REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Each Entrant represents and warrants to Sponsor as follows: (i) the Video Entry is Entrant's own original, previously unpublished, unbroadcast and previously unproduced work; (ii) the Video Entry is wholly original with entrant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Video Entry neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (iv) the Video Entry does not and will not violate any applicable laws, and is not and will not be defamatory, libelous, pornographic, or obscene; and (v) neither Entrant nor any person appearing in the Video Entry shall be member(s) of the Screen Actors Guild and/or the American Federation of Television and Radio Artists ("SAG/AFTRA"); (vi) the Video Entry otherwise complies with the requirements set forth in the Official Rules. Each entrant hereby agrees to indemnify and hold the "Releasees" (defined below) harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Entrant hereunder. Failure by an Entrant to comply with any of the above representations and warranties shall render his or her Video Entry void. In the event Sponsor or any Releasee receives a bona fide claim concerning a Video Entry, as determined by Sponsor in Sponsor's sole discretion, such Video Entry will be disqualified.

5) ELIGIBILITY: Contest is open only to residents of the United States and Canada (excluding the Province of Quebec), who are 18 years of age and older. Employees and their immediate families (spouse, parents, children, siblings, and their respective spouses), including those living in the employees' households of Sponsor or Mighty Cheese Productions, their parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies, are not eligible to enter. Members of SAG/AFTRA or any professionals from the film, television or video trades are not eligible to participate in the Contest. Contest is void in the Province of Quebec, Puerto Rico and all other U.S. territories and possessions and where prohibited.

6) PRIZES: Eight (8) Prizes: DVD Prize packs. Approximate Retail value \$50 each. One (1) Live Action Grand Prize: US\$1,000 and inclusion of the Video Entry on "The Aristocrats" DVD. Approximate retail value \$1,000. One (1) Non-Live Action Grand Prize: US\$1,000 and inclusion of the Video Entry on "The Aristocrats" DVD. Approximate retail value \$1,000. Total value of all prizes to be awarded is \$2,400. All other costs not specifically stated herein as being awarded are the responsibility of the Winners. Prizes are non-transferable and no substitutions/cash equivalent permitted, except in Sponsor's sole discretion. All taxes and other costs associated with prize not stated herein as being awarded are the sole responsibility of the Winners.

7) NOTIFICATION: Winners may, at the discretion of the Sponsor, be notified by telephone, email and/or mail. Winners may be required to submit additional documents relating to their Video Entry and completed forms, eligibility or prize awarded in this contest and return such documents properly executed within the time period noted by the Sponsor. Failure to return documents as specified, or if any notification is returned as undeliverable, will result in disqualification of the Video Entry and an alternate winner may be named.

8) ADDITIONAL TERMS AND RESTRICTIONS: Any attempt by an Entrant or any other individual or group to tamper with the voting process, or otherwise undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages and/or other remedies from any such person or group to the fullest extent permitted by law. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Contest is not capable of being executed as planned, or unauthorized intervention, fraud, action of Entrants, technical failures or any other causes beyond the control of Sponsor, the Sponsor reserves the right at its sole discretion to disqualify any suspect Video Entry or Entrant and to cancel, terminate, modify or suspend the Contest and/or award the prizes from among all eligible, non-suspect eligible Video Entries received as of the date of the termination, as Sponsor determines in its sole discretion. Video Entries not complying with all rules are subject to disqualification. Sponsor retains right to modify rules at any time, for any reason. No correspondence regarding entries will be entered into with Entrants or others that may appear in a Video Entry.

9) OWNERSHIP OF ENTRIES: By entering this Contest, each Entrant unconditionally assigns and transfers to Sponsor all rights, title, and interest in and to his or her Video Entry, including, without limitation, the copyright therein. Sponsor shall have the right in perpetuity, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter, the Video Entry for any purpose which Sponsor deems necessary or desirable. Each Entrant and any persons appearing in a Video Entry agree that Sponsor may, without any limitation, use Entrant's and/or any Video Entry participant's name, voice and/or likeness in any and all media now known or hereafter discovered for the purpose of advertising and promoting the Contest, the Film or any other promotion or contest sponsored by the Releasees. Neither Entrants (or any Video Entry participant) nor Winners shall be entitled to receive any compensation or credit for any use of the Video Entry other than that disclosed in these Official Rules.

10) RELEASE: Neither ThinkFilm LLC and Mighty Cheese Productions Inc., their respective parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies, and their respective officers, directors, shareholders and employees (collectively “Releasees”) shall have liability and shall be held harmless for any damage, loss or injury to a winner or any third party resulting from participation in this Contest or for the use or misuse of any prize; nor for incorrect or inaccurate transcription of entry information, or for any human or other error, technical malfunctions, lost/delayed submissions, failures of any postal network or service, or any other error or any injury to person or property, including but not limited to video equipment, arising from the Entrant’s participation in this Contest or any Contest-related activity or from the acceptance, receipt, possession, use or misuse of any prize won. Releasees are not responsible for lost, late, illegible or misdirected entries or mail.

11) WINNERS LIST: The names of the Winners will be posted on www.thearistocrats.com

12) SPONSOR AND ADMINISTRATOR: The Sponsor and Administrator of this contest is: ThinkFilm, 2300 Yonge Street, Suite 906, Toronto, Ontario, Canada, M4P 1E4.

13) SUBMISSION SHIPPING ADDRESS: Submissions of Tapes, DVDs and DV Cams must be shipped to the following address:

BE AN ARISTOCRAT CONTEST
PO BOX 663
PRINCE STREET STATION
NEW YORK, NY 10012