

## **CBS Leadership Pipeline Challenge Official Rules**

NO PURCHASE OR WIRELESS DEVICE NECESSARY TO ENTER OR WIN. THIS CHALLENGE IS OPEN TO ACTIVE EMPLOYEES OF VIACOMCBS RESIDING IN LOS ANGELES, WHO ARE: (A) NON-EXEMPT; (B) BELOW MANAGER LEVEL; AND (C) AT LEAST EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE DATE OF SUBMISSION OF APPLICATION IN THE CHALLENGE. VOID WHERE PROHIBITED BY LAW.

**Administrator & Sponsor:** ViacomCBS (“**ViacomCBS**”) and CBS Studios (“**CBS Studios**”)

**Prize Provider(s):** CBS Broadcasting, Inc. (“**CBS**”)

**Challenge Entities:** ViacomCBS, CBS Studios, and 5 Nonprofit Organizations, collectively, the “**NPOs**”, to be announced during the Pipeline Summit Weekend

**Challenge Description:** The CBS Leadership Pipeline Challenge (the “**Challenge**”) is a nonprofit-focused short film competition to empower the junior workforce of ViacomCBS to serve as creative leaders. The participants will form teams of up to five (5) people to participate in the Challenge. The team leaders (“**Team Leader**”) will select team members (“**Team Members**”) from a talent pool nominated by coalition or advocacy groups focused on representation in entertainment, and/or with other ViacomCBS participants that meet the eligibility requirements below. They will staff their team with a Director, Writer, and two additional Team Members from within the talent pool of participants. The Team Leader shall act in a “studio executive” capacity, leading their teams through the Challenge.

The Challenge asks each team of five to pitch ideas to at least three (3) nonprofits, and if selected, make a 3-5-minute short film in three (3) weeks, the theme of the film to be inspired by the mission statement of one of the five (5) NPOs. The winning NPO represented in the film will receive a monetary award/donation. The winning team will be awarded with an experience determined by the Challenge that aligns with their career goals such as shadowing, a one-on-one general meeting, etc.

1. Acceptance of Official Rules. By entering the Challenge, the participants, (“**you**”, “**Participant**”, “**Team Leader**”, “**Team Member**”, “**Assistant**”); hereby accept and agree to these official rules (the “**Official Rules**”) of this Challenge, and the decisions of the Administrator in connection with this Challenge, whose decisions are

final.

2. Eligibility. This Challenge is offered and open to persons who are (a) active employees of ViacomCBS who reside in Los Angeles, California, (b) below manager level; and (c) at least eighteen (18) years of age or older at the date of submission of application in the Challenge. This Challenge is also offered and open to persons who have been nominated by partnering coalitions (“Coalitions”) who: (a) are at least eighteen (18) years of age or older at the date of submission of application in the Challenge; and (b) must have valid work authorization (e.g., U.S. citizen, lawful permanent resident, or other valid work permit) that would permit the participant to receive a stipend. Work authorization must be approved by ViacomCBS. This Challenge is void where prohibited by law.

3. Promotion Period. The Challenge begins on January 4, 2022 at 12:01 a.m. Pacific Time (“PT”) and ends at 11:59 p.m. PT on July 31, 2022 (the “**Challenge Period**”). The Challenge Period is divided into five (5) separate phases, the (i) application/entry period (the “**Application Period**”); (ii) the education and idea development period (the “Education and **Idea Period**”); (iii) the pitch period (the “**Pitch Period**”); (iv) the production period (the “**Production Period**”); and (v) the judging period (the “**Judging Period**”). The Application Period begins January 4, 2022 at 12:01AM PT and ends on January 25, 2022 at 11:59PM PT. The Education and Idea Period begins on March 25, 2022 and ends on May 19, 2022. The Pitch Period begins on 12:01AM PT on May 20, 2022 and ends at 11:59PM PT on May 21<sup>st</sup>, 2022. The Production Period begins at 12:01AM on June 8<sup>th</sup>, 2022 and ends at 11:59PM on June 29, 2022. The Judging Period begins at 12:01AM PT on June 30<sup>th</sup>, 2022 and ends at 11:59PM PT on July 12, 2022 (the “**Judging Period**”).

4. Entering the Challenge. Anyone who qualifies based on the eligibility requirements above may enter the Challenge by filling in and submitting the official Challenge application during the Application Period (the “**Application**”).

5. Pitch Period/Production Period. Once all the Applications have been received and accepted, Participants will be invited to attend a variety of events during the Education and Idea Period including, but not limited to, the Kickoff Mixer, Pipeline Summit Weekend, Virtual Educational Events, Nonprofit Site Visits, Pitch Coaching, “Meet the Studio Week,” Panels, and Workshops (the “**Activities**”). To participate, Participant(s) must attend the Pipeline Summit Weekend, the Pitch Day and, if selected as a Finalist, the Premiere Screening and Virtual Awards Ceremony. Participant(s) will pitch their short film ideas (the “**Idea**”) to no less than three (3) NPOs and up to five (5) NPOs. Each NPO will select one Idea and the Team who presented it, from amongst all the Teams who pitched an idea to such NPO. There will be a total of five (5) Teams/Ideas chosen to continue to compete in the Challenge.. The five (5) selected Teams will be considered the Challenge finalist(s) (the

**“Finalist(s)”**). Each of the five (5) selected Finalists will receive the amount of US\$5,000.00 from CBS to cover the cost of production (to include the cost of music, insurance and/or any other third-party content) to create a 3-5-minute film (the **“Film”**) inspired by their Idea and their NPO’s mission. If any portion of the \$5,000.00 budget is not spent on the making of the film by June 29, 2022 at 11:59PM, then the remaining balance is returned to CBS. **Please note, Participants are responsible for finding the time to lead their teams, and they must coordinate any desired time off with their supervisors.** Limit one (1) Film per Participant per NPOS for the duration of the Challenge Period.

Participants, by submitting your Idea and/or, if applicable, Film, you agree to these Official Rules and give the Challenge Entities a perpetual, worldwide, royalty free right (but not the obligation) and license to publish, exhibit, perform and/or publicly perform the Idea and/or, if applicable, Film on any media now known or developed in the future including, without limitation, on-air, online and/or any and all social media related accounts, at Challenge Entities sole and exclusive discretion, with no compensation to you other than bragging rights and getting the Idea and/or, if applicable, Film published. The Participants hereby acknowledge and agree that the NPOs will be the sole and exclusive Owners of the Idea and/or, if applicable, Film(s) produced by the Participants. The NPOs reserve the right to reproduce the Idea and/or, if applicable, Film in full or edit and enhance the Idea and/or, if applicable, Film at their discretion. The NPOs are authorized to use the Idea and/or, if applicable, Film as they see fit, including usage in advertising. Applications submitted will not be returned to participants. Administrator will not be responsible for lost, stolen, or misplaced Applications. In the event a Participant wishes to publicly exhibit or submit the film to a festival, such Participant must first get prior written permission from the NPOs.

5. Judging/Judging Criteria. The judges will consist of a panel of industry professionals from outside of ViacomCBS (the **“Judges”**) who will judge the Films from the five (5) Finalists in accordance with the requirements below. The Films will be evaluated, and the Judges will select the winner(s) based on a scoring points scale from 1-10 (with 10 being excellent, 5 being good and 1 being poor), in each of the following 10 categories;

1. Script/Writing
2. Direction
3. Casting
4. Acting
5. Cinematography
6. Sound Design
7. Production Value/Design
8. Hair/Makeup/Wardrobe
9. Alignment with Mission of the NPO
10. Editing

The decision of the Judges is final and binding in all respects. At the end of the Judging Period, the potential winner(s) (the **“Prize Winner(s)”**) and the Prizes won for each will be revealed at the Final Awards Screening and Ceremony. Location and time of award ceremony and screening shall be provided to Assistants at a later date.

One point will be deducted from the final averaged score for every second exceeding five

(5) minutes in run time. One point will be deducted from the final averaged score for every hour past the film delivery time of 11:59PM on June 29, 2022.

6. Stipends. The five (5) Participants on the Teams deemed Finalists will receive a \$1,500 stipend upon delivery of the Film and the unique deliverables for their particular role, as determined by the Team Leader on a separate form entitled Team Roles and Responsibilities.

7. Team Leaders serve as the final arbiter in decisions made on the film, in deference to the NPOs and Administrator. Team Leader must serve solely in the capacity of Team Leader and Producer and must not fill any other roles in which a Team Member or crew member would be engaged. Under no circumstances should any external party be engaged to whom the Team Members must report or seek approval, nor should any external party serve in the capacity of Producer or any of the designated Team Member roles. Should any Participant serve in a capacity beyond their assigned role, they may be credited as Producer. Under no circumstances should any Participant serve in a performance capacity on the film. Under no circumstances should Team Leaders end services with a Team Member. Should a Team Member be deemed unable to fulfill their responsibilities, the Team Leader and/or Team Member must inform the Administrator who will determine the protocol before a new Team Member is engaged as an alternate.

6. Idea(s) and Film(s)  
Requirements.

a). Must be of original narrative and not documentaries, music videos, a public service announcement or a commercial; b). Film must not exceed five (5) minutes in duration or be less than three (3) minutes in duration; c). The content and language must be cleared in advance in order to be shown on our interactive platforms. d) The Ideas and Film(s) must be an original creation of the Participant submitting the Film and only contain person(s) that have agreed and executed the proper documents to appear in the Film. Any Idea and/or Film that does not meet the Idea and/or Film criteria described herein may be disqualified in Administrator's sole discretion. The Idea and/or Film must be in English or have subtitles in English and must not be disparaging, abusive, sexually explicit, sexually suggestive, offensive, illegal, libelous, defamatory, obscene, vulgar, offensive, indecent, in bad taste, reflect negatively on the Challenge Entities, promote or incite violence, terrorism, or illegal acts, or be otherwise objectionable (all as determined by the Challenge Entities in their sole discretion). The Idea and/or Film must be suitable for presentation in a public forum, in the sole determination of the Challenge Entities. Additionally, the Idea and/or Film must not: i) infringe any third party's rights, including, without limitation, copyright, trademark, right of publicity, right of privacy or trade secret and, must not in any way violate applicable laws and regulations; ii) contain libelous or otherwise defamatory statements (including but

not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group); and iii) contain any commercial content that promotes any product or service or contain or reference any third party names, logos, service marks, trademarks, copyrights, trade names or trade dress. The determination of whether an Idea and/or Film violates any of the above prohibitions shall be within the Administrator's sole discretion. If an Idea and/or Film is deemed by the Administrator to violate any such prohibition(s), the Idea and/or Film may in the discretion of the Administrator be edited, disqualified, or removed from the Challenge and the Participant shall not be eligible to participate in the Challenge and/or win a Prize.

7. Prizes. The winning Film's NPO will receive a One Hundred Thousand Dollar (US\$100,000.00) donation.

The winning Film's team will be awarded with an experience determined by the Challenge that aligns with their career goals such as shadowing, a one-on-one general meeting, etc.

The second and third place winners will each receive Seventy-five Thousand Dollar (US\$75,000) Donations.

The fourth and fifth place winners will each receive Twenty-five Thousand Dollar (US\$25,000) donations.

The Participant's Choice Winner (voted for by all Participants who participated in the Challenge) will receive of One Thousand Dollars (US\$1,000.00).

The approximate retail value of all Prizes to be awarded is Three Hundred and One Thousand Dollars (US\$301,000.00).

8. Prize Restrictions. Certain terms may apply and will be furnished upon Prize claim. Prize is non-transferable. All taxes, including but not limited to federal, state, local, income and other taxes are the sole responsibility of each Winner. No assignment, transfer or substitution of a Prize is permitted, except that Sponsor reserves the right to substitute a Prize with a prize of comparable or greater value. All Prize details are at the sole discretion of the Challenge Entities.

9. Prize Taxes. All federal, state, local and other tax liabilities arising from this Challenge, including, without limitation, winning a Prize, will be the sole responsibility of each Winner.

10. Winner Notification. The potential winner(s) (the "**Prize Winner(s)**") and the Prizes won for each will be revealed at the Virtual Awards Ceremony. Location and time of

award ceremony and screening shall be provided to Assistants at a later date.

11. Affidavit of Eligibility/Liability Release and Publicity Release. In order to receive a Prize, the potential Winner(s) may be required to complete, execute and return an Affidavit of Eligibility/Liability Release, and where lawful, a Publicity Release (collectively, the "**Release Forms**") as well as a W-9 tax form within three (3) days of notification of winning. Failure to properly execute and return Release Forms in a timely manner, or if a Prize notification or a Prize is returned as undeliverable, or if the Winner is found not to be eligible or not in compliance with these Official Rules may result in disqualification with an alternate Winner selected in accordance with these Official Rules.

12. Publicity Release Terms. Except where prohibited by law, the Winners' acceptance of the Prize constitutes permission for the Challenge Entities to use the Winners' name, Film, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation solely in connection with the Challenge and identifying the Winner(s).

13. Improper Conduct. Administrator, in its sole discretion, may disqualify any applicant from participation in or use of any or all portions of this Challenge, and refuse to award a Prize, if applicant engages in any conduct Administrator deems to be improper, unfair or otherwise adverse to the operation of the Challenge or detrimental to other applicants of the Challenge. Such improper conduct includes, without limitation, falsifying personal information required during applicant registration or Prize claim, violating any term or condition stated herein, or intentionally trying to defraud, reverse engineer, disassemble or otherwise tamper with the computer programs in connection with this Challenge. Applicants agree that Administrator may void any part of a Prize that applicant may have won and/or require the return of the Prize that applicant may have won as a result of such improper conduct. Applicants further acknowledge that any forfeiture of a Prize and/or return of a Prize shall in no way prevent Challenge Entities from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct. **WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CHALLENGE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, EACH OF THE CHALLENGE ENTITIES RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

14. Integrity of Challenge. If, for any reason, the Challenge is not capable of running as planned by reason of tampering, unauthorized intervention, fraud, technical failures, or any other causes which Administrator, in its sole opinion, believes could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Challenge,

Administrator reserves the right at its sole discretion to cancel, terminate, modify or suspend this Challenge and select the Winner(s) from applications received prior to the action taken or in such other manner as Administrator may deem fair and appropriate.

15. Lost or Corrupted Applications. The Challenge Entities and their parents, affiliated and subsidiary companies and advertising, marketing and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, lost, late, incomplete, corrupted, stolen, misdirected, illegible or postage due applications or mail, if applicable; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, unauthorized human intervention, or the incorrect or inaccurate capture of applicant or other information, or the failure to capture any such information. The Challenge Entities and their parents, affiliated and subsidiary companies, advertising, marketing and promotion agencies, are not responsible for any incorrect or inaccurate information, whether caused by registration information submitted by end users or tampering, hacking, or by any of the equipment or programming associated with or utilized in this Challenge, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Challenge.

16. Damaged Property. The Challenge Entities and their parents, affiliated and subsidiary companies and advertising, marketing and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, injury or damage to Participants or to any other person's computer or property related to or resulting from participating in this Challenge or downloading materials from this Challenge. The Challenge Entities and their parents, affiliated and subsidiary companies assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, injury or damage to any person, or equipment utilized for the creation of the Film (be it owned or rented or borrowed).

17. Challenge Errors. The Challenge Entities and their parents, affiliated and subsidiary companies and advertising, marketing and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, errors and/or ambiguity: (a) in the Challenge; (b) in any related advertising, marketing or promotions of this Challenge; and/or (c) in these Official Rules. In the event of any ambiguity(s) or error(s) in these Official Rules, the Administrator reserves the right to modify these Official Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the terms and conditions of the Challenge.

18. Prize(s) and Winner(s). The Challenge Entities and their parents, affiliated and subsidiary companies, and advertising, marketing and promotion agencies, assume no

liability and are not responsible for, and you hereby forever waives any rights to any claim in connection with, the selection and announcement of the Winner(s), the distribution of the Prize(s) , the acceptance/possession and/or use/misuse of any part of a Prize and/or any injury or damage to any applicant's or third party's person (including death) or property related to or resulting from any part of a Prize or any part of this Challenge.

19. Release and Indemnity. Each applicant in this Challenge, including, without limitation, the Winner(s), hereby releases and agrees to hold harmless the Challenge Entities and their parents, affiliates, subsidiaries, dealers, advertising, marketing and promotion agencies and their respective directors, officers, employees, representatives, agents and assigns from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from the acceptance, possession, use or misuse of the Prize(s), participation in this Challenge and participation in any activity related to this Challenge.

20. Limitation of Liability. IN NO EVENT WILL THE CHALLENGE ENTITIES, THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING, MARKETING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ASSIGNS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THE CHALLENGE, INCLUDING WITHOUT LIMITATION YOUR ACCESS TO AND USE OF THE CHALLENGE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE CHALLENGE. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

21. Disclaimer of Warranties. THE CHALLENGE & PRIZE(S) ARE PROVIDED "**AS IS**" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

22. Binding Arbitration. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules and/or this Challenge. Any controversy or claim arising out of or relating to these Official Rules and/or this Challenge shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual



basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of California, in the City of Los Angeles, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

23. Governing Law and Jurisdiction. This promotion is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of applicant and Administrator in connection with this Challenge, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without giving effect to conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 22 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of California, in the City of Los Angeles, County of Los Angeles.

24. Winner List/Official Rules: For Official Rules send a self-addressed stamped envelope to the above address marked "**Official Rules: CBS Leadership Pipeline Challenge**" for receipt by January 3, 2022.