SONY PICTURES PROMOTIONS DEAL MEMO

Movie Title:			**Movie Release Date:**	
Territory: Please list all markets that apply.				
Submitted by:			◯ Local Office	◯ Agent
Promotional Company:			**Promotional Company Website:**	
Promotional Company Business Contact Information	**Name:**	**Telephone #:**	**E-Mail:**	**Fax #:**
	Address:			
Promotional Company Legal Contact Information:	**Name:**	**Telephone #:**	**E-Mail:**	**Fax #:**
Promotional Company Financial Contact Information:	**Name:**	**Telephone #:**	**E-Mail:**	**Fax #:**
Category:			**If you selected OTHER, please describe here:**	
Scope of Exclusivity:	◯ Exclusive ◯ Non-Exclusive *No other picture tie-in during the Promotion Period.*		**Type of Promotion:**	◯ Brand/ Retail ◯ Media ◯ Cinema
Brand description:				
Promotion Start Date:			**Promotion End Date:**	
Sell Off Period Start Date:	☐ N/A		**Sell Off Period End Date:**	☐ N/A
Brief description of promotion:	Please include the **Type of Program** (Contest [skill involved], Sweepstakes [random drawing], Gift with Purchase, Image Campaign, etc.) and **Prizing** (Film themed merchandise, Two Tickets to the Local Premiere, etc). If there are **Promo Items**, please refer to the **Promo Items/Premiums Only** section at the bottom of the form.			
Distribution Channels:	Please include the **Types of Distribution Channel** (Supermarket, Hypermarket, Shopping Mall, etc.) and the **Number of Locations for Each Type.**			
Guaranteed Media Buy/ Above the Line Advertising	**TV**	**Description:** Please include the **Number of Spots Created, Length of Each Spot in Seconds**, **Total Number of Times Each Spot Aired,** and **Total Number of Channels Each Spot Aired.** Also, if there are **Mentions**, include the **Number of Mentions** and **On What Programs the Mentions Appear.** If there is no TV, write "N/A".		
	Outdoor	**Description:** Please include all **Types of Outdoor** (Bus Ads, Billboards, etc), **Size of Each Outdoor Piece**, and **Total Number for Each Type of Outdoor.** If there is no Outdoor, write "N/A".		
	Print	**Description:** Please include the **Size of the Ad**, the **Number of Ads for Each Size,** the **Type of Print Each Ad Appears** (Newspaper, Magazine, etc), the **Type of Ad** (Color or Black & White), and the **Total Combined Circulation of ALL the Print Ads.** If there is no Print, write "N/A".		

	Radio	**Description:** Please include the **Length of the Spot in Seconds**, **Number of Times Aired, Number of Stations Each Spot Aired**, and **Average Number of Listeners of the Radio Station.** Also, if there are **Mentions**, include the **Number of Mentions** and **On What Shows the Mentions Appear.** If there is no Radio, write "N/A".
	Online (ATL)	**Description:** Please include the **Average Traffic/Number of Impressions.** Also, if there are **Banners**, the **Number of Banners** and **Total Number of Impressions the Banner will Receive on the Website.** If there is no ATL Online, write "N/A". (NOTE: ATL Online refers to paid ads on websites not owned by the partner.)
	In-Cinema Spot	**Description**: Please include the **Length of the Spot in Seconds**, the **Total Number of Times it Aired**, and the **Number of Theaters It Aired**. If there is no In-Cinema, write "N/A".
	Other	**Description:**
Below The Line Activities/Media:	**POS**	**Description:** Please include all **Types of POS** (Posters, Banners, etc). Include the the **Number of Each Piece Displayed at Each Location** and the **Number of Locations** they will be displayed. If there is no POS, write "N/A".
	On-Pack	**Description:** Please include all **Types of Themed Packaging** (Bottles, Boxes, etc). For each type, include the the **Total Number of Packages** and the **Number of Locations** they will be sold. If there is no On-Pack, write "N/A".
	Mobile	**Description:** Please include the **Number of SMS Texts Sent** and the **Number of Customers Reached.** If there is no Mobile, write "N/A".
	Online (BTL)	**Description:** Please include all **Types of BTL Online** (Partner Website, Partner Social Media, E-mail Blast, E-Newsletter, etc). For E-mail Blasts and E-Newsletters, include the the **Total Number of Consumers Reached**. If there is no Online, write "N/A".
	Other	**Description:**

ATL Media Value (USD$):		**ATL Media Value (Local Currency):**	
BTL Media Value (USD$):		**BTL Media Value (Local Currency):**	
Total Promotional Value (USD$):	0.00	**Total Promotional Value (Local Currency):**	
Licensing Fee (USD$):	☐ N/A		
Key Message of Advertising:			
What does SPE have to provide?:		**SPE Cost (USD$):**	
Additional Notes:			

PROMO ITEMS/PREMIUMS ONLY

Description: (Include Number of Units)		**Per Unit Cost (USD$):**	

Minimum Number of Samples of Each Item Provided to Licensor:		**Royalty Rate:**	☐ N/A
Premium Provider: (Vendor)		**Cost Covered By: (i.e. partner, SPE, other)**	
Additional Terms:	Promotional Company will be responsible, at its sole cost and expense, for all development, execution, administration and prize supplying of the Promotion (except for SPE supplied prizing) in accordance with all applicable laws, rules and regulations, including but not limited to laws, rules and regulations regarding promotions, privacy and consumer protection ("Applicable Laws"). All Materials created and/or distributed by or on behalf Promotional Company in connection with the Promotion must be approved in writing by SPE prior to any public use or distribution of any such Materials. Promotional Company shall not publish any press release or other publicity referring to the Promotion or this Agreement without the prior written approval of SPE. SPE will make commercially reasonable efforts to notify Promotional Company of approval or disapproval within ten (10) business days, failure to notify within such period shall be deemed disapproval. Promotional Company shall be responsible to clear any and all third party rights (including talent name, voice or likeness, music, etc.) at its sole cost and expense, except to the extent that SPE provides a final written approval indicating that such rights have been obtained on behalf of Promotional Company. Promotional Company hereby represents and warrants that it has the right and authority to enter into this Agreement, to perform its obligations hereunder, and to grant any rights granted by it to SPE, and that it will comply with all Applicable Laws, including without limitation anti-corruption and anti-bribery laws. Promotional Company agrees to defend, indemnify and hold harmless SPE and its affiliates, and its and their officers, directors, employees, agents, successors and assigns and prize suppliers, from any and all claims, liabilities, losses, damages, actions and proceedings (including, without limitation, any governmental claims or fines and all reasonable outside attorneys' fees and costs) arising out of or in connection with the Promotion and any breach of its representations, warranties, covenants and obligations hereunder. During the Promotion Period, Promotional Company will maintain at its sole cost and expense any insurance required by law and Commercial General (Public) liability insurance to include contractual liability and products/completed operations with a limit amount not less than USD$500,000 per occurrence, USD$1,000,000 in the aggregate. This Agreement shall constitute the entire binding agreement between the parties and supersedes all written and oral understandings and negotiations relating to the subject matter hereof. This Agreement may not be amended or modified except in a writing signed by each party. Nothing in this Agreement will be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. In the event that the Agreement is translated into any language other than English, the English version shall prevail in the event of any conflict between the terms included in the non-English version and the English version; any additional terms included in the non-English version but not included in the English version shall be deemed null and void; and any additional terms included in the English version but not included in the non-English version shall be deemed accepted and agreed by the parties.		