



AEP 2009 GREEN FILM FESTIVAL - OFFICIAL RULES

THIS CONTEST IS OPEN ONLY TO THE EMPLOYEES (ACTIVE OR CONTRACT) OF AMERICAN ELECTRIC POWER COMPANY, INC. (AEP), ITS OPERATING COMPANIES AND SUBSIDIARIES. ALL ENTRANTS MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. ALL ENTRIES MUST BE SUBMITTED ON-LINE. MULTIPLE ENTRIES ARE PERMITTED. AEP IS THE CONTEST SPONSOR.

1. PROMOTION PERIOD: AEP's 2009 Green Film Festival (the "Contest") video submittal period begins at 12:00:00 a.m. Eastern Time (ET) on 10/12/09 and ends at 11:59:59 p.m. ET on 11/13/09 ("Contest Submission Period"). Sponsor's computer is the official time keeping device of this contest. Voting and Judging Phases are explained in Section 5 below.

2. ELIGIBILITY: The Contest is open only to Active and Contract Employees ("Employees") of American Electric Power (AEP) and its subsidiaries (collectively "the Company"). All entrants must be 18 years of age or older at the time of entry. Employees may submit entries which are a collaboration with family members or others but all entries must be submitted in the name of the AEP employee. The Contest is subject to all applicable federal, state, and local laws and regulations. Void in Puerto Rico and where prohibited by law. This contest requires the submission of a video during the Contest Submission Period to participate.

3. AGREEMENT TO OFFICIAL RULES: By participating in this Contest, entrant fully and unconditionally agrees to and accepts the terms and conditions described herein ("Official Rules") and the decisions of Sponsor and/or Administrator, which are final and binding in all matters related to the Contest. The award of a prize is contingent upon complying with all conditions of eligibility and fulfilling all requirements set forth herein.

4. HOW TO ENTER: During the Contest Submission Period, an Employee may enter online by visiting <http://aep.com/go/greenff> (the "Contest Site") where you will find Official Rules and entry instructions. You can also link to the Contest site from the Company intranet (<http://aepnow>) by clicking on the 2009 Green Film Festival link. Once on the Contest Site, follow the onscreen directions. Incomplete entries will not be eligible.

Entry is not complete until: (1) the entrant has uploaded and attached a valid video as further explained under Video Requirements below; and; (2) the submission has been

screened, approved and then posted live by Sponsor or Administrator, whose decisions are final and binding with all respects to this Contest.

Each video that is submitted to the Contest must comply with the following Guidelines and Restrictions ("Entry Requirements" or "Video Requirements"). Any video that, in Sponsor's sole and absolute discretion, violates the Video Requirements will be disqualified.

VIDEO REQUIREMENTS:

The submitted video **MUST**:

- Not exceed 100mb and must be submitted in one of the following video formats: AVI, MOV, WMV, MP4, MPEG, FLV, 3GP, or 3G2.
- Not have won any previous awards or prizes.
- Not be longer than 90 seconds in length.

The submitted video **MUST NOT** contain material that:

- Disparages any person, Sponsor and/or any of its affiliates' products or services, Administrator or any other entity affiliated with sponsoring, promoting or administering this promotion.
- Violates or infringes another's rights, including but not limited to privacy, property, publicity or intellectual property rights, or that constitutes copyright infringement.
- Includes brand names, copyrighted work or trademarks, other than Sponsor's trademarks, logos and designs, which entrant has limited license to use for the sole purposes of submitting an entry to this contest.
- Contain any commercial content that promotes any product or service other than Sponsor's.
- Includes photos, artwork or writing not created by entrant.
- Is hateful, tortious, defamatory, slanderous or libelous.
- Promotes bigotry, racism, sexism, alcohol, illegal drugs, weapons, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Is unlawful, in violation of or contrary to the laws or regulations in any state or country where the entry is created.
- In the sole discretion of Sponsor, contains any nudity, sexually explicit, lewd, offensive, disparaging or other inappropriate content not suitable for certain ages
- Communicates messages or images inconsistent with the positive images and or goodwill to which Sponsor wishes to associate.
- Embodies the names, likeness, photographs, or other indicia identifying any person, living or dead, without permission.
- Depicts the use of Sponsor's product in an inappropriate or dangerous manner.

Each entrant may submit as many Entries as he/she wants, as long as each Entry is substantially different from other entries submitted by the entrant, or other entrants. No substitutions or resubmissions will be accepted under any circumstances once the original Entry is submitted for consideration. Sponsor is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected Entries, which are void and will be disqualified. In case of dispute as to identity of the winner based on the email address provided, Entry

will be declared/made by the authorized Employee account holder of the email address, and if a prize is won, it will be awarded to the email account owner. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet Access Provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses.

By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are otherwise identifiable in the entry consents to the submission and the use of the Entry and such participants grant Sponsor permission to use his/her name, video, hometown, license, photograph or image for future advertising and publicity purposes in connection with this Contest in any and all media without additional compensation, notification or permission, unless restricted by law.

Entrant warrants and represents that the Submission does not contain images of a third party's private property, or, alternatively, that the entrant has obtained permission from each person whose private property appears in the Entry, and that entrant has the power to and will grant the rights to the Sponsor described in these rules, and can and will make such permissions available to Sponsor upon request. At any time during the Contest, if Sponsor determines that an entrant's Submission is not in compliance with any of the Entry or Video Requirements, the entry will be disqualified and will not be eligible to win a prize, even if the entry has been posted.

5. JUDGING AND VOTING:

JUDGING: All Entries will be authenticated and screened by members of AEP's Film Festival Committee's marketing team. Authenticated Entries will be judged by a panel of Company management as well as by a tally of the highest voted Entries by on-line viewers. Judging of this Contest will occur no later than 11/25/09, twelve days after close of the Contest Submission Period (11:59:59 p.m. ET on 11/13/09).

Judges will award one Grand Prize (Best Overall) and three First Prizes (see Section 6 below). One First Prize will be awarded by the judges in each of the following categories: Best at Home, Best at Work, and Greatest Impact. Judges will make their decisions based on the following criteria: (1) sustainability/energy efficiency, (2) creativity, and (3) uniqueness. Any one entry may win just one award. In the event that a First Prize entry is selected for the Grand Prize, that entry will be awarded the Grand Prize and an additional entry selected by the judges in the designated category from which the Grand Prize winner was selected. Additionally, the video receiving the greatest number of on-line votes by employees will receive the People's Choice Award.

VOTING: Entries that meet the Entry and Video Requirements as described above and are approved by Sponsor will be posted on the Contest Website for employees to vote on, utilizing the "Love it" or "Leave it" voting tool provided on the Contest Website. Employees must be registered for the Contest to vote but do not have to submit an Entry to vote. Employees are asked to cast votes using the judging criteria above. There is a limit of one vote per valid registration, per video, per day. The Voting of this Contest will occur during the five-week Contest Submission Period from 10/12/09 through 11/13/09.

The voting during this period will determine the People's Choice Award. The use of robotic or automatic devices for voting is prohibited. Entrants who spam or create extra registration accounts for the purposes of casting votes will have their votes disqualified and their video entry may be voided. Votes generated by script, macro or other automated means or with the intent to impair the integrity of the voting process will be void and Sponsor reserves the right to nullify all such votes and to disqualify from voting the responsible individual.

6. CONTEST PRIZES: There will be one (1) Grand Prize (first place), three (3) First Prize (second place), and one (1) People's Choice Prize (third place) awarded. The Grand Prize winner will receive the inaugural AEP Energy Ambassador Award personally presented by AEP senior management as well as an Apple iPod nano and Company branded materials and/or Energy Savings or Efficiency products. The three (3) First Prizes and People's Choice Award will consist of Company branded materials and/or Energy Savings or Efficiency products.

No transfer of prize, substitution or cash equivalent in whole or in part will be permitted, except at Sponsor's sole discretion, due to prize unavailability for any reason, and only then for a prize of greater or equal value as determined by Sponsor. Sponsor may choose to award fewer than five (5) prizes if, in its sole discretion, it does not receive five (5) eligible and qualified entries. Each winner is responsible for applicable taxes associated with receipt of their prize. Prizes will be awarded solely to the authorized account holder of the email address who submitted the Entry. It is in the sole discretion of such winner, or such winner as to whether or not to divide any prizes received amongst other participants who appear in or who have contributed to the video. Sponsor is not responsible or liable in any way to ensure any prizes are divided and Sponsor's sole responsibility is to award the applicable prize to the authorized account holder, or authorized account holders parent as stated above and in these Official Rules.

7. WINNER NOTIFICATION: On or about 12/02/09, potential winners will be notified by phone and/or email using the contact information provided on the entry form. If any potential winner does not respond within seven (7) business days, or if the potential winner notification is returned as undeliverable, such potential winner will forfeit his/her position as a winner and an alternate potential winner will be selected by contacting the entrant with the next highest judges score. Upon notification, all potential winners will be pre-approved to be a winner of the Contest by being required to execute and deliver to Sponsor an Affidavit of Eligibility, a Liability Release, a Participation Release signed by entrant and all other participants (or participants' parents/legal guardians if under 18) and (where imposing such condition is legal) a Publicity Release (collectively, "Pre-Approval/Verification Documents"). If any potential winner fails or refuses to sign and return all Pre-Approval/Verification Documents within three (3) days of winner notification (or a shorter time if required by exigencies), is found to be ineligible, declines the position for any reason, or if he/she has not complied with these Official Rules, such potential winner may be disqualified and an alternate potential winner will be selected by contacting the entrant with the next highest judges' score.

On or about, 12/11/09, potential winners will be notified by phone and/or email using the contact information provided on the entry form. In addition, if Sponsor elects, an announcement will also be posted online at the Contest Site. Sponsor shall have no liability for any potential winner or winner notification that is lost, intercepted or not received by potential winner or winner for any reason. If any potential winner does not respond within seven (7) business days, or if the potential winner notification is returned as undeliverable to any potential winner, such potential winner will forfeit his/her prize and an alternate potential winner will be selected by contacting the Semifinalist with the next highest percentage score. Sponsor will use best efforts to award all prizes.

8. PRIZE ACCEPTANCE: By accepting prize, winners consent to use of name, state of residence and likeness for advertising and promotional purposes on-line and in print, or in any other media worldwide in connection with the Contest, without limitation and without additional compensation worldwide, except where prohibited by law. By accepting prizes, winners further agree to release Sponsor, from any and all liability, loss or damage of any kind arising out of or in connection with winners' participation in this Contest, or with respect to the awarding, receipt, possession, use and/or misuse of any prize. It is the practice of Sponsor, in compliance with law, to send a Form 1099 to any winner receiving a prize valued in excess of \$599 (USD), which requires disclosure of the winner's social security number.

9. REPRESENTATIONS AND WARRANTIES / INDEMNIFICATION: Each person who enters this Contest represents and warrants as follows: (i) the entry is the entrant's own original, work and it has not won any previous awards or prizes; (ii) the entry does not contain any computer virus and is otherwise uncorrupted; (iii) the entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous, and as of the date of submission, is not the subject of any actual or threatened litigation or claim, and; (iv) the entrant and/or other individuals in the submission has/have not engaged or taken part in (or induced or encouraged anyone else to do so) any activity or conduct in connection with this Contest that may or is likely to harm or create a risk of harm, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person, other living things or any property, may or is likely to create a risk of any other loss or damage to any person, living things or any property, is or may constitute a crime, unlawful or non-consensual activities (i.e., conduct that could lead to criminal prosecution), tortious conduct (i.e., conduct that could lead to civil prosecution), or the violation or infringement of the rights of any other party. Each entrant hereby agrees to indemnify and hold the Sponsor 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, in whole or in part, directly or indirectly, to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

10. GRANT OF RIGHTS: By submitting an entry into the Contest, the entrant agrees that its entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Entry, including

all but not limited to all copyright rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to his/her Entry. Upon request of Sponsor, winner shall execute and deliver such additional instruments of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter each submission for any purpose which Sponsor deems necessary or desirable and may use that content in any media, including but not limited to digital and electronic media, computer, audio and audiovisual media (whether now existing or hereinafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without attribution (where permissible by law) or compensation to the entrant, his/her successors or assigns, or any other person or entity. Sponsor, in its sole discretion, may feature any entry submitted in this Contest on the Contest Website or any related website, in any promotional materials, whether related or unrelated to this Contest or any subsequent promotion, at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate. Each entrant hereby acknowledges that, except as set forth above, such entrant does not reserve any right in or to the entry.

11. PUBLICITY RELEASE: By participating in this Contest, in addition to any other rights which may be granted in any other agreement entered into between Sponsor and any entrant or winners of this contest, each entrant irrevocably grants the Sponsor and its successors, assigns and licensees, the right to use such entrant's name, likeness, biographical information and entry, in any and all media and for any purpose including but without limitation, any advertising and promotional purposes, and hereby releases Sponsor from any liability with respect thereto.

12. PRIVACY: Except as otherwise stated in these Official Rules, any personal information collected in connection with this Contest will be used in only in accordance with the Contest. Participation in this Contest constitutes consent to said use of personal information. Any communication or information transmitted to Sponsor and/or the Promotional Site by electronic mail or otherwise is and will be treated as non-confidential and non-proprietary.

13. OTHER CONDITIONS: Entrants agree that the Sponsor (a) shall not be responsible or liable for any losses, damages or injuries of any kind resulting, in whole or in part, directly or indirectly, from participation in the Contest or any Contest-related activity, or from acceptance, receipt, possession and/or use or misuse of a prize or any Released Party's use of any entry or the rights granted herein, and (b) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to a prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

Released Parties assume no responsibility for any printing errors, computer system, phone line, hardware, software or program malfunctions or other errors, failures of any kinds, delayed computer transmissions or network connections that are human or technical in nature 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 which may occur in connection with the administration of the Contest, the processing or judging of submissions, the tabulation of votes, the announcement of the winners, or the incorrect uploading of any entry. Sponsor reserves the right in its sole discretion to cancel or suspend this Contest, in its entirety or in part should virus, bug, tampering, unauthorized intervention, fraud, technical failures, or other causes corrupt the administration, security, fairness, integrity or proper play of the Contest. Released Parties are not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest by any technical or human errors which may occur in the processing of the entries in the Contest. In the event of termination or cancellation, Sponsor will award the prizes from among all non-suspect, Entry and Video Requirement compliant submissions received prior to the date of the termination using the judging procedure outlined above. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or Promotional Website or to be acting in a unsportsmanlike or disruptive manner or in violation of these Official Rules and void all associated entries and/or votes. Released Parties are not responsible for entries or votes that are garbled, late, tampered with, forged, incomplete, misdirected, lost, misplaced, stolen, delayed destroyed or otherwise not in compliance with these Official Rules, and all such Submissions will be disqualified.

14. IDEA SUBMISSIONS: As a condition of Contest entry, each Entrant acknowledges and agrees that (a) Sponsor and other participants have access to and/or may create or have created photos, videos, film, literary, tape and/or other materials, ideas and concepts which may be similar or identical to the entrants Contest entry materials in theme, idea, plot, format, characters and/or other respects; (b) the entrant will not be entitled to any compensation or other consideration because of the use by Sponsor or any other participant of any such similar or identical material, ideas and/or concepts; and (c) Sponsor's or another participant's use of material containing elements similar to or identical with those contained in the entrant's Contest entry materials shall not obligate Sponsor to negotiate with and shall not entitle entrant to any compensation or other claim.

15. DISPUTES: Except where prohibited, entrant agrees that: 1) any and all disputes, claims and causes of action arising out of or connected with this Contest or a prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts in the State of Ohio in the United States, and subject to the laws of the State of Ohio. Should there be any conflict between the laws of the State of Ohio and any other laws, the conflict will be resolved in favor of the laws of the State of Ohio. (2) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in

no event attorneys' fees and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental, and consequential damages and any other damage, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Ohio. Some jurisdictions do not allow the aforementioned choice of venue, so this section may not apply to you in whole or in part.

16. NO OBLIGATION TO USE: Sponsor shall have no obligation (express or implied) to use any entry, or to post any entry to the contest website, to otherwise exploit any entry or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any entry for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

17. FURTHER DOCUMENTATION: If Sponsor shall desire to secure additional assignments or certificates of engagement for the entry or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request thereof.

18. WINNERS LIST: A complete Winners List will be posted to the Sponsor's intranet site (<http://aepnow>) on or after 12/02/09 and may appear in various employee communications, including but not limited to internal e-mail, posters, and the AEP Connects monthly newsletter.

19. SPONSOR AND ADMINISTRATOR:

SPONSOR: American Electric Power, One Riverside Plaza, Columbus, OH, 43215.

ADMINISTRATOR: Votigo, Inc., 3527 Diablo Blvd. #364, Lafayette, CA 94549