

Terms and conditions for participating in the call

**"#SomethingExtraordinary"** is a call for videos from **The Reel Film Challenge** coordinated in partnership with **Raindance Film Festival** and **Jack Morton Worldwide** (hereinafter the "companies") and is hosted on the website **www.raindance.org** (hereinafter the "Website") and actioned on 'Instagram' from **3rd May 2016** (Call goes live) to **15<sup>th</sup> May 2016** (deadline for submission). **Ownership, responsibility and liability for the call are claimed by The Reel Film Challenge.**

## 1. General Guidelines for participating to the call

- 1.1. In order to participate in this call users must be over eighteen years old.
- 1.2. The user enters the competition by posting a video on Instagram as with content and specifications as per the Brief. Users must hashtag their submission using the specified hashtag "#SomethingExtraordinary" and also mention @reelfilmchallenge, @raindance\_film\_festival and @jackmorton to be eligible. This process hereinafter referred to as the 'Entry Mechanic'
- 1.3. Users can submit as many videos as they wish.
- 1.4. The Terms and Conditions of the call will be made available on a webpage hosted by one of the Companies and the URL will be included on all advertisements of the call made by the Companies wherever they appear.
- 1.5. With respect to instructions on the content of the Video, the editorial content and the technical specifications, as well as with timing and selection process, please also refer to the brief available on the relevant webpage.
- 1.6. For the purpose of this call, user grants to the Companies free, irrevocable, non-exclusive and transferable license to use, reproduce, amend, adapt, publish, distribute, execute and view the uploaded video (wholly or partially) on Company websites, in industry press and/or other media channels (including but not limited to Facebook, Youtube, Google+, Twitter), web and mobile platform(s) of The Reel Film Challenge, Raindance and Jack Morton Worldwide.
- 1.7. Participants can be from any country, however the Author receiving the consideration (see article 3) holds full responsibility for any travel costs and visa requirements incurred as a result of activating the consideration.

## 2. Approval and timing

All the Videos uploaded as per the Entry Mechanic will be reviewed by the editorial staff, who will make a preliminary assessment on whether they are suitable for publication and compliant with the guidelines outlined in the brief.

The editorial staff will review the videos during the call and over the weekend immediately after the deadline for submission (14<sup>th</sup> and 15<sup>th</sup> May 2016). A shortlist of Videos will be selected by a jury made up of representatives from each of the Companies .

Selection of the Video will take place and be announced on 16<sup>th</sup> May 2016.

## 3. Option right and consideration

- 3.1. During such time that the call is open, the Companies shall have the right but not the obligation, to exercise vis-à-vis the payment, the right of first option on the Videos retained suitable and in line with the brief.
- 3.2. The author of selected video optioned for purchase will receive the following consideration:
  - Places on the Reel Film Challenge for the author and up to 3 additional people.
    - Inclusive of all benefits such as accommodation participants receive on the Reel Film Challenge.
  - Reimbursement of up to £1,000 of expenses incurred during the challenge
    - Reimbursement will only be made to the value of receipts provided for travel, subsistence or film related costs.
    - A cash transfer of up to £1,000 will be made to the author's designated account in return for approved receipts submitted after the Reel Challenge is complete.
- 3.3. The Companies reserve the right to not select any Video from amongst those sent during the course of the call and the authors cannot, in any event, claim or expect any form of payment or compensation.

- 3.4. The call does not include any form of prize and the consideration provided to the author of the Videos on any Video on which the right of first option has been exercised shall be considered solely as compensation for rights assigned by the author to the Companies.
- 3.5. Payment of the consideration set forth at this article 3 is subject to the receipt from the Companies of these terms and conditions duly signed by the author of the Video in favour of whom the right of first option was exercised, accompanied by a photocopy of a valid identification document.

#### **4. Management of exploitation rights (on selected Videos)**

- 4.1. All the works which are entered into this call shall be managed in terms of the Agreement.
- 4.2. All exploitation rights on the selected Video shall be deemed to have been assigned to the Companies, without any limitations of runs and time. These rights include but are not limited to rights of reproduction, rights to show in public, right to derive other works therefrom, transmission to the public, making Videos available to the public, distribution, alteration and translation, in every form and with any means now available or which will become available in the future and with the right to assign the said rights to the Companies and/or their assignee(s) and/or licensee(s).

In particular, subject to payment of consideration to the author of selected Video in accordance with section 3 above, the Companies will be entitled to, directly or through third party licensees, without any limitation as to the number of passages and territories, use and exploit each selected Video as follows:

- a) Temporarily or permanently reproduce and communicate to the public any selected Video on web and mobile platform, corporate stores, festival and conferences, by any means or procedure now in existence or which will in future exist;
  - b) Make any selected Video available to the public, using electronic means such as the Internet (on one or more websites,
  - c) without limitation), both in streaming as well as in "download" and or any other technical means which allows use of the Video;
  - d) Distribute any selected Video, including distribution with other audio visual material and/or press publication;
  - e) Show any selected Video in cinemas, festival, conferences and corporate store;
  - f) Translate into any language the audio of each selected Video and insert sub-titles in any language;
  - g) Use any selected Video to promote and advertise the activities and products of the Companies using any means whose use is permitted under this agreement;
  - h) Use and distribute to third parties the selected Video even in c.c. "embedded" mode, enabling such third parties to reproduce the selected Video on their own internet websites without the need of any form of prior authorisation;
  - i) Use single parts or fragments of the selected Video and re-assemble the selected Video in whole or in part, should this be felt necessary by the Companies and/or the third party licensees in order to make better use thereof within the limitation of exploitation rights assigned to the Companies;
  - j) Insert, in the selected Video, a distinctive mark (figure, name, or other) of one or more of the Companies
- 4.3. In the event of exercise of the option set forth at article 3 of the Terms and Conditions for participating in the call, the author of the selected Video undertakes to sign the documents and to fulfil any requirement which the Companies, at their discretion shall deem necessary in order to exercise, protect or enforce any right given by the Agreement and the Terms and Conditions for participating to the call.

By way of guarantee by the author of his/her fulfilment of the obligations pursuant to Agreement and these Terms and Conditions for participating in the call, it is understood that, in the event that the author does not sign the documents or undertake any deed requested within 14 (fourteen) days from the relative request, the Companies shall have the irrevocable right to act severally and directly in the name and on behalf of the author, as attorney authorised by the latter, and such appointment shall be irrevocable.

#### **5. Limitation of Liability**

The Companies do not assume any responsibility with respect to any technical malfunction of the hardware or software, interruption to the Internet connection, failed, incorrect, inaccurate, incomplete, illegible, damaged, lost, delayed, incorrectly addressed or intercepted registration by users, or any other registration by users which for any reason was not received by the Companies, electronic communications of any other kind which were delayed or any other technical problem linked to the registration by users and to the upload of the Videos in the course of this initiative. Likewise, the Companies does not give users any guarantee of proper functioning of the Website, social media channels and of the programs forming part thereof.

## **6. Exclusions**

- 6.1. Videos which the Companies, at its sole and unquestionable discretion, shall deem to be unsuitable for publication may be requested to be removed by the Companies. Also, the Companies reserve the right to prohibit access to the Website to those users who have been held liable for any illegal deed. By way of example, the Companies reserves the right to exclude works which contain material which is in breach of third party rights (breach of industrial/intellectual property rights), could be considered discriminatory based on race, and/or religion and/or nationality; is violent, pornographic or of a sexual nature; is defamatory; incites hatred; contains reference to alcohol, drugs or illegal substances; is contrary to law or contains reference to ill-treatment of animals.
- 6.2. Also no consideration shall be given to Videos which fall outside the theme, do not comply with the form and content required and described in detail in the brief of the call and in these Terms and Conditions. Users who use fraudulent means or means which are in breach of the normal development of the call and users who, as an example but not limited to, hinder the registration process by other users, manipulate the proper functioning of the Website or Entry Mechanic or in any other way breach the Terms and Conditions, may also be excluded from taking part in the call. The Companies reserves the right to proceed, as deemed opportune and in line with current laws in force, to limit and curtail any action aimed at circumventing the applicable system. Any fraud or attempted fraud shall be duly reported in terms of law.

## **7. Warranties and indemnification**

7.1. By participating to the call, each user represents and warrants with respect to the uploaded Video:

- That the Videos uploaded do not contain any material which is in breach of the rights, pleas and claims of third parties whether financial or personal;
- That they have obtained from all persons appearing and/or present on the Video all the authorizations and releases necessary in terms of these Terms and Conditions even with respect to Privacy Laws and that they can, upon request by the Companies, provide the relative evidentiary documentation within 10 days from the request;
- That the Videos do not contain any visual or audio material which, in terms of current laws in force, constitutes advertising material or is in any case illegal in terms of current laws or regulations;
- That they have obtained written authorisation from the parents and persons having parental authority for Videos which show minors or disabled persons, also in compliance of Privacy Laws;
- That the Videos are freely and legally exploitable in accordance with the provisions of these Terms and Conditions, that the author of the works is the only holder of the rights of use therefore, or that he/she has acquired the authorisation of all the persons having any such rights thereon, having properly fulfilled any requirement and/or satisfied any right even of a financial nature, pertaining to the persons who have any such right and/or audio/visual release for use of images, names and voices;
- That they are fully aware that any liability, including criminal liability, with respect to each work lies with the user that has uploaded the video.

7.2. Users agree to hold harmless and indemnify the Companies and its third parties, from claim or instituting any legal action (including reasonable legal expenses) and connected to or deriving from the use of the Videos uploaded by them or the rights assigned in accordance with the Terms and Conditions and the breach of the representations and warranties set forth at of article 7.1 above.

7.3. Users declare that they are fully aware that the participation in the call does not give rise to any inherent right or to any form of consideration.

## **8. Privacy**

Personal data collected within the scope of this initiative shall be processed in accordance with the Privacy Policy (<http://www.raindance.org/london/terms-and-conditions/>). In particular, personal details of any participant will be also shared by the Companies, who will retrieve and process the said data for the sole purpose of promoting this call and related initiatives (such as announcement of selected videos and/or invitation to festival, etc.)

## **9. Acceptance**

Participants in the call declare that they accept these Terms and Conditions in full and that they accept all the provisions of the Agreement to which reference is herein made.