

# WEST COVINA FILM FESTIVAL

## Film Contest Rules & Terms: [This is not a District sponsored event]

**DEADLINE FOR ENTRIES:** Entries for the West Covina Film Festival Film Contest (the “Contest”) can be submitted between now and May 30, 2019

**ELIGIBILITY:** Entrants must submit entries as required on the entry form to be eligible. Entries received after the deadline set forth in these terms are ineligible, null, and void.

**HOW TO ENTER:** Create a film of six (6) minutes or less in (a “Film”). Visit [www.westcovinafilmfestival.com](http://www.westcovinafilmfestival.com) and follow the instructions to complete the entry form to submit your Film.

**PERSONAL INFORMATION:** To submit your Film you will be required to provide your first and last name; school/organization name; email address; and Film URL. The information you provide will be used only for contest administration and to contact contest winners. Your information will not be used for any other purpose or shared with any party not affiliated with the Festival and the Contest except to the extent permitted by law.

**SELECTION AND NOTIFICATION OF WINNERS:** Winners will be announced in July 2019 at the awards show. Winners will be chosen by the Festival on the merits of each entry in the Festival’s sole and absolute discretion. All winners will be notified by the email address provided in the entry form. If a winner does not respond to the notification within ten (10) business days, another winner will be chosen. Failure to respond within the time frames listed above shall mean that the provisional winner forfeits the prize.

**RULES FOR ENTRY:** Entries may not contain, as determined by the Festival, in its sole discretion, any content that:

- **UNACCEPTABLE FILMS** – Sex, Nudity, Violence, Gore, Profanity, Visual Alcohol, Drugs, Smoking, and Controversial Issues.

An Entry must be the original work of the Entrant, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If an Entry contains any material or elements that are not owned by the Entrant, and/or which are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submitting such Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by the Festival in the manner set forth in these Terms, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry, music licenses and location releases. The Festival reserves the right to request proof of these permissions in a form acceptable to the Festival from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, the Entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein. Any Entry not in English must contain English subtitles.

By submitting an Entry, the Entrant acknowledges and agrees that the Festival may obtain many Entries in connection with this Contest, and that such Entries may be similar or identical in theme, idea, format or other respects to other Entries submitted in connection with this Contest. The Entrant waives any and all claims that any Entries and/or other works accepted, reviewed and/or used by the Festival may be similar to the Entrant’s

Entry, or that any compensation is due to the Entrant in connection with such other Entry or other works used by the Festival.

**PRIZES:** Prizes are non-transferable and are not redeemable for cash or subject to substitution. The odds of winning depend on the number of entries and the quality of each specific Entry.

**TERMS FOR WINNERS:** Winners may not request substitutions of prize winnings. All winners are solely responsible for any and all taxes and/or fees as well as all additional costs that may be incurred. If the specified prize becomes unavailable for any reason, the Festival in its sole and absolute discretion may substitute a prize of like or equal value. The Festival reserves the right to condition the award of prizes upon the execution by the winner(s) of a publicity release. Notwithstanding this reserved right, entry is conclusively deemed to be permission by the Entrant for the Festival to use the Entrant's name (without compensation to the Entrant) if the Entrant is a winner to publicize the Contest and otherwise, as determined by the Festival, unless prohibited by law. The Festival reserves the right to require the winner to execute an affidavit of eligibility as a sworn document and provide other proof of eligibility as a condition of receipt of the prize or award. In the event the winner is a minor, the Festival reserves the right to require the minor winner's parent and/or legal guardian to execute an affidavit of eligibility as a sworn document, provide other proof of eligibility and guarantee the minor winner's obligations, representations and warranties hereunder as a condition of receipt of the prize or award. In the event a winner fails or refuses to execute or provide any required documentation, the Festival reserves the right to award the prize or award to a substitute winner in the Festival's sole discretion. The Festival may require the winner to be present for/participate in press and promotional activities. In addition, the Festival may request actors and other participants in the Film to be present for/participate in press and promotional activities and the Entrant shall not direct any such individuals to refuse to so participate.

**GENERAL CONDITIONS:** By submitting an Entry, each Entrant agrees: (a) to abide by these Terms, and the decisions of the Festival, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless the Festival, the Festival's licenses and assigns, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from the Entrant's participation in the Contest or any Contest-related activity and from any and all claims, debts, demands, actions or causes of actions, suits, sums of money, damages, and liabilities of whatsoever kind or nature, which have arisen or may arise as a result of the Released Parties exercise of the rights granted to them as set forth herein; (c) to the use of his/her name, voice, performance, photograph/Film, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide, including without limitation, on the Internet, and in perpetuity by the Festival and its designees, without compensation (unless prohibited by law) or additional consents from the Entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so; and (d) to hold the Released Parties harmless and to indemnify the Released Parties from and against all costs, expenses and liabilities incurred by the Released Parties in connection with the defense of any claim or claims on account thereof, including reasonable attorney's fees. By participating, the Entrant also agrees not to release any publicity or other materials on his/her own or through someone else regarding his/her participation in the Contest without the prior consent of the Festival, which it may withhold in its sole discretion.

**OWNERSHIP/USE OF SUBMISSIONS:** By submitting an Entry, you hereby grant to the Festival a royalty-free, fully paid up, perpetual, irrevocable, non-exclusive and fully sub- licensable right and license to use, reproduce, modify, adapt, publish, translate, combine with other works, create derivative works from, distribute, perform, edit and display such Entry (in whole or part) including, without limitation, the names and likenesses of any persons or locations embodied therein, and/or to incorporate it in other works in any form,

media, or technology now known or later developed. These rights include, without limitation, the right to exhibit the Entry at the West Covina Festival and to use the Entry in any and all media including but not limited to the Festival's and the Festival's licensee's social media properties and/or offline media, in perpetuity without compensation, permission or notification to the Entrant or any third party. By submitting an Entry, The Entrant acknowledges that the Festival has no obligation to use or post any Entry submitted. Subject to these Terms, the Entrant retains copyright ownership of the Entry.

**MISCELLANEOUS:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, 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, processing of Entries, the incorrect uploading of an Entry, or in any Contest- related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website, who act in an inappropriate or disruptive manner or who are in violation of these Terms, as solely determined by the Festival, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in the Festival's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Festival, corrupt or impair the administration, security, fairness or submission of Entries, the Festival reserves the right at its sole discretion to suspend, modify or terminate the Contest. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, FESTIVAL RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of the Entrant and the Festival in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law rules (whether of the State of California or for any other jurisdiction), which would cause the application of laws of any jurisdiction other than the State of California.