

## Terms of Use and Festival Rules

### General Provisions

By submitting to The Award Indie Short Film Festival (hereinafter referred as The Festival) on the Official Festival Website producer or filmmaker (hereinafter referred as The Filmmaker) are agreeing to be bound by these website Terms of Use and Festival Rules, all applicable laws and regulations, and agree that The Filmmaker is responsible for compliance with any applicable local laws or and present Terms of Use and Festival Rules.

In addition, submitting to the Festival may be accomplished on other platform mentioned on the Official Festival Website.

Festival Producer shall have a right on its own discretion to make any changes to the present Terms of Use and Festival Rules without any prior notifications of participants. Terms of Use and Festival Rules become binding from the date of official publishing on the Official Festival Website.

In case of any conflict of the version of Terms of Use and/or Festival Rules located on the Official Festival Website with any other version of present rules the Official Festival Website version should prevail.

### Use License

Permission is granted to temporarily download one copy of the materials (information or software) on the Official Festival Website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license The Filmmaker may not:

- modify or copy the materials;
- use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- attempt to decompile or reverse engineer any software contained on the Official Festival Website;
- remove any copyright or other proprietary notations from the materials; or transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if The Filmmaker violates any of these restrictions and may be terminated by the Festival at any time. Upon terminating The Filmmaker's viewing of these materials or upon the termination of this license, The Filmmaker must destroy any downloaded materials in The Filmmaker's possession whether in electronic or printed format.

### Main Requirements

To participate in The Festival The Filmmaker must submit the film on the Official Festival Website. The film may be submitted via the platforms mentioned on the Official Festival Website.

The film must be the original work of the owner, must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. The Filmmaker is responsible for any rights of third parties for musical works and/or compositions used in the film.

The Festival accepts films in any language from around the world according to the terms mentioned at the rules of the category, but all films in foreign language (not English) must have subtitles in English.

The Filmmaker should select the right category while submitting to avoid disqualification.

The Festival accepts web links only, DVDs are not accepted.

After a film has been official selected, The Filmmaker will be notified. Official selection doesn't mean that The Filmmaker's film will be screened or awarded at the Festival.

All submissions must have been completed by the date indicated on the Official Festival Website.

All submissions to the Festival are to be paid by credit card or PayPal via the platforms mentioned on the Official Festival Website.

The Festival is a private invitation-only event with online access.

Only registered by the festival team attendees can enter the Screening Room.

The submission fee is non-refundable.

The Festival does not give any free waivers.

If The Filmmaker wishes to be eligible for multiple awards The Filmmaker has to submit to several categories.

The Festival is not responsible for any copyright infringement of The Filmmaker's material.

The Filmmaker gives the Festival the permission to publish The Filmmaker's images, poster and trailer on the Official Festival Website, on the Official Venue Website ([www.moviescreenpro.com](http://www.moviescreenpro.com)) and/or social media pages.

## AWARDS AND PRIZES

Except as otherwise provided herein the following prizes and awards may be granted to the Festival Winner:

The Jury Category Award, Laurels and the Certificate.

The Audience Award, Laurels and the Certificate.

The Awards, Laurels and Certificates may be sent by email.

In addition, the following prizes may be granted: cash prizes, trophies, valued gifts, other prizes.

The Festival Producer may set the prizes before the Event.

## Disclaimer

The materials on the Official Festival Website are provided "as is". The Festival Producer makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, The Festival Producer does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

## RIGHTS OF USE

Sending or uploading the film on the Festival grants to the Festival Producer a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such films in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. Upon the Festival Producer request the Filmmaker should sign any kind of document that may be required by the Festival Producer to use the right as described above.

For the avoidance of any doubt, the Festival Producer, in particular, shall have a right to use film frames, previews, trailers, fragments at its own discretion without any preliminary consent of the Filmmaker for Festival's advertising and marketing purposes

## WINNERS DETERMINATION AND AWARDS

There are Jury Category Awards and the Audience Award.

Festival winners in each category may be determined by the Jury selected by the Festival Producer on its sole discretion. The potential winners should be notified via email or on the Official Festival Website. The Festival Producer has a right not to determine a winner in any category on its sole discretion. The winners may be awarded by the Festival Producer with one of the prizes or awards provided by the Festival Producer on its own discretion. If the Festival Producer decides to award winners, prizes are awarded "as is" with no warranty or guarantee, either express or implied by the Festival Producer. The Festival Producer reserves the right to change prizes and awards without any notification of participants (or winners).

Winners are responsible for all applicable federal, state, province or territory and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided.

#### MISCELLANEOUS

No responsibility or liability is assumed by the Festival Producer for technical problems or technical malfunction for arising in connection with any of the following problems that may affect the operation of the Festival: telephone, electronic, wireless or Internet connection or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; failure of any email transmissions to be sent or received, lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled submissions or for lost, interrupted or unavailable network, server, hardware or software errors; faulty computer, 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 Festival, including, without limitation, errors or difficulties which may occur in connection with the administration of the Festival, the processing or judging, the announcement of the prize, the incorrect uploading of the photo or in any related materials.

Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Festival or downloading materials from or use of the website.

The Filmmaker agrees that the Festival Producer shall not be liable to the Filmmaker or to any third party for any modification or termination Festival.

The Festival Producer reserves the right to disqualify any film, screenplay, person or entity from participation in the Festival on its own discretion without any explanation of reasons of such disqualification.

The Festival Producer reserves the right on its own discretion to suspend or terminate the Festival and, if terminated, at its discretion, select (or not to select) the winner from all the participants which made a submission.

The Festival Producer reserves the right to make any necessary changes in regulations or scheduling.

The Festival Producer reserves the right to shut the Festival at any time without any notification.

The Festival Producer is not responsible for any unauthorized third party use of any information or film.

The Filmmaker's privacy is very important to the Festival. Accordingly, The Festival has developed this Policy in order for the Filmmaker to understand how the Festival collects, uses, communicates and discloses and makes use of personal information. The following outlines the Festival privacy policy.

Before or at the time of collecting personal information, the Festival will identify the purposes for which information is being collected.

The Festival will collect and use of personal information solely with the objective of fulfilling those purposes specified by the Festival and for other compatible purposes, unless the Festival obtains the consent of the individual concerned or as required by law.

The Festival will only retain personal information as long as necessary for the fulfillment of those purposes.

The Festival will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.

Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

The Festival will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

The Festival will make readily available to customers information about our policies and practices relating to the management of personal information.

The Festival is committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

#### Limitations of liability.

The materials appearing on the Official Festival Website could include technical, typographical, or photographic errors. The Festival does not warrant that any of the materials on its website are accurate, complete, or current. The Festival may make changes to the materials contained on its website at any time without notice. The Festival does not, however, make any commitment to update the materials.

Any participant takes part in the Festival at its own risk.

Under no circumstances the Festival Producer should not be responsible for any direct, indirect, incidental, special, consequential or exemplary damages, including damages for loss of profits, goodwill, use, data or other intangible losses resulting from participating in the Festival.

Taking part in the Festival doesn't give to the participant any right of claim against the Festival's Producer.