YOU AGREE THAT YOUR TITLE IS SHOWN ONLINE, PUBLICLY VISIBLE, DURING THE FESTIVAL PERIOD.

Basic outline of the Zamoxis Content License Agreement (not the OFFICIAL agreement):

If “officially selected” to our online film festival you will need to sign up on the Zamoxis platform ([www.zamoxis.com](http://www.zamoxis.com)) and create a filmmaker account. Your film will be available for streaming in a special “Showcase” on the Zamoxis platform during the festival, so you’ll need a Paypal account (as that how you’ll get paid). You are giving us permission to put your “film” (audio visual work) up and let people rent/purchase it on the Zamoxis video-on-demand platform, and anyplace else where we do business. There are no set-up fees to sign up with Zamoxis and the rights you give us are non-exclusive, meaning you can also post your film any place you like. You are also giving us permission to make other products and derivatives from your film for the purpose of promoting your film or the film festival. Our terms are the most filmmaker-friendly possible. You may take your film(s) down at any point, if that’s your desire, but in that case you won’t be eligible for awards.

If your short film has already been selected at an international film festival then you are eligible to upload it on Zamoxis. If you choose to do that (before the final deadline) we’ll waive the entry fee (please inquire for waiver code). Upon filling out the entry form you have 7 days to upload your film, else you may be disqualified. You may keep your film on our platform and make money as long as you want, even if your film does not get selected for the Showcase.

This is how you make money:

• Each time someone streams your film, individually, and pays for it we pay you 50% of that sale (after transaction fees).

• If your film is part of a subscription service then we take 50% of that money (after transaction fees) and distribute it to our filmmakers. Your payment will be based on the how many views, out of the total, your film(s) accounted for. In other words, you’ll get a proportional piece of the overall filmmakers’ share.

We’ll make monthly automatic payments, but you also have the option to get paid instantly whenever you have moneys accrued into your account.

On your side, you need to make sure that you have permission to use everything in your film: the people, the footage, photos, the music – everything. You agree that it’s not our fault if it turns out you really don’t have all the permissions you need.

That’s pretty much it. Our lawyers require that you to agree to the full content license agreement, below, which basically says what we just said, with many more words, before we can accept your film.

Now grab a cup of coffee and have at it.

This is the OFFICIAL agreement:

These Contest Rules (“**Contest Rules**”) are valid for all relationships between Zamoxis Media (“**Zamoxis**”) and the participants (“**Participant**”, “**you**” or “**your**”) of the Zamoxis Short Film Showcase (“**Contest**”). The Contest Rules contain important information about how Zamoxis will run the Contest and about rights you grant and obligations you accept by participating in the Contest. Please read them carefully and make sure you understand and agree with them before participating.

**1. Contest Details**

1. **1.1** Your submission (“**Film**”) must meet the following requirements:

- Maximum length of forty [40] minutes, excluding credits
- Each submission must also meet the requirements that are listed as part of the electronic application submission procedure as detailed on the film submission platforms. Your related artwork, such as cover artwork, must meet the required formats of the Contest, requested by the Zamoxis staff after selection is made if submitted with submission platform.

1. **1.2** The period of the Contest commences on July 1st, 2016 and ends on July 29th, 2016 (“**Contest Period**”). An initial round of judging determines a short list of at least 10 contestants, whereof the Jury (formed of film industry professionals) will pick the winners. The winners will be announced on July 30th.
2. **1.3** The Grand Prize winner will receive 1,000 US-Dollars.
3. **Entry Requirements**

**To be eligible to enter into the Contest, you must meet the following requirements:**

* + **You completed the application process for the respective Contest and uploaded your Film with one of the offered submission options.**
	+ **Your film must have been produced no earlier than 2 years before the start of the Contest.**
	+ **If your short film has already been selected at an international film festival then you are eligible to upload it on Zamoxis. If you choose to do that before the final deadline we’ll waive the entry fee. Upon completion of the application process you have 7 days to upload your film, else you may be disqualified.**
	+ **You may apply for the Contest only once per film.**
	+ **Entry fees to the Contest are non-refundable.**
	+ **Upon notification of being “Officially Selected” for the Contest you must sign up and agree with the Terms & Conditions on the Zamoxis platform and upload your Film file, the metadata and the required related artwork and concept explanation, such as cover artwork, (together, “Content”) fully and successfully in accordance with the procedures provided by Zamoxis and detailed on the Zamoxis platform. You must have a valid Paypal account, as all funds generated by Rentals/Purchases during the Contest Period will be forwarded into your Paypal account (see** [**www.zamoxis.com**](http://www.zamoxis.com) **for details).**
	+ **-  The Content meets the Content Requirements in Sec. 1.1 and Sec. 3.**
	+ **-  You are at least the legal age of majority in your jurisdiction of residence or at least 18 years of age (whichever is older).**
	+ **-  You are able to form a legally binding contract under applicable law through electronic means**

**3. Content Requirements**

1. **3.1** Films must
	* -  be provided in HD, 720p or 1080p,
	* -  be provided in \*.mov or \*.mp4 container, ideally using h.264 codec
	* -  be in English language or subtitled (burn-in only) in English
	* -  be materially different from any other materials submitted to Zamoxis;
	* -  not have previously won one of Zamoxis’ Contests.
2. **3.2** The Content (Films and related artworks) must
	* -  not be pornographic;
	* -  not infringe laws or any third-party rights;
	* -  not contain advertisement or links to websites.
	* - not contain watermarks of any kind

**4. Determination of Winners and Awarding Procedure**

1. **4.1** During the Contest Period, a jury consisting of film professionals will determine the finalists and the winners of the prizes out of the films selected for the Contest. **The decision of the jury shall be final and not subject to legal appeal.**
2. **4.2** A film may become ineligible for awards if it’s not available for viewing on the Zamoxis video-on-demand platform during the entire Contest Period.
3. **4.3** Winners will be notified by e-mail on July 30th. Zamoxis will transfer any awarded amount to the winner’s Paypal account (as registered on the Zamoxis platform) within 60 days after receipt of the information. If you do not accept the award or if you do not react within 30 days, Zamoxis is entitled to grant the award to another participant.
4. **4.4** Award recipients are responsible for all applicable taxes (including income and withholding taxes), as well as any other costs and expenses associated with the award not specified as being provided.

**5. Grant of Rights**

1. **5.1** You grant to Zamoxis the royalty-free, non-exclusive right to exploit the Content (including but not limited to all pictures, film materials, music and stories etc.) within
	* -  the License Period (Sec 5.2).
	* -  the Scope of the License (Sec 5.3), and
	* -  the Territory (Sec. 5.4).
2. **5.2***License Period*

The License Period shall include the Contest Period, plus three full additional weeks thereafter. In addition, Zamoxis shall have the right to promote the Contest and/or your Film before the start of the Contest Period (e.g. by making available the title of your Film and/or the name of the filmmaker to the public). You are not entitled to revoke your grant of rights. After the Contest you can decide to remain into a regular license agreement with Zamoxis. Otherwise your content will be automatically removed from the platform after the License Period.

1. **5.3***Scope of the License*The Scope of the License granted to Zamoxis shall include the right to
	* -  make the Content available to the public (or closed user groups) through Video-On-Demand, including, but not limited to, via the Zamoxis platform (including mobile Apps for Smartphones, Tablets etc.); including the right to (i) edit the Content for technical reasons, provided that such editing does not a) in any way delete, alter or interfere with the substance of the Content, nor b) remove any credits or copyright notices; (ii) add voice commentary (including the right of synchronizing) and/or to superimpose subtitles to the Content; and to (iii) superimpose Zamoxis’ own logo onto the Content in accordance with customary industry standards;
	* -  save, store and host the Content in content management systems and/or databases owned or controlled by Zamoxis, and/or Zamoxis’ technical providers;
	* -  list and promote the Content in all media and all ordering interfaces (including but not limited to the Web, WAP/mobile Internet;
	* -  make copies of the Content if required for the exploitation;
	* -  add a short pre-roll video to the Film to name the sponsor of the Contest (e.g.: "The Short Film Showcase is presented by Zamoxis in cooperation with...");
	* -  advertise the Content, e.g. by modifying the Content for advertising purposes, including the right to create trailers, to "recut" trailers, to shorten or lengthen them and to include them in compilations; and/or by making available the results of the modifications and provided metadata and advertising materials, such as trailers, cover artwork etc., for free in all media (including social media, cinemas, radio, print works etc.) and all ordering interfaces.
2. **5.4***Territory*You grant Zamoxis worldwide rights for the Contest Period.
3. **5.5**Zamoxis accepts the grant of rights. For avoidance of doubts: Zamoxis has no obligation to exploit the Content.

**6. Representations and Guarantees**

1. **6.1**You represent, warrant and guarantee that
	* -  you are the owner or licensee of the rights granted to Zamoxis;
	* -  you have the full right, power and authority to grant the rights to Zamoxis;
	* -  you will produce a chain of title upon Zamoxis’ request;
	* -  you have obtained all necessary rights and permissions from any third party to exploit the Content and all components thereof, including, without limitation, any musical works embodied in the Content;
	* -  all metadata provided are accurate and correct;
	* -  you license the Content and all components thereof, including, without limitation, musical compositions embodied in the Content, to Zamoxis free from royalty, license fee or other payment obligations towards any collection societies, performing rights organization or authors’ guilds;
	* -  Zamoxis shall not be required to make any payments of any nature for, or in connection with, the exploitation of the Content pursuant to these Contest Rules;
	* -  no right of any kind, the exercise of which could interfere with the rights granted to Zamoxis, has been granted to any person or party other than Zamoxis;
	* -  you were and are in compliance with all relevant laws and regulations (e.g. copyright laws etc.); and
	* -  to the best of your knowledge, the release and exploitation of any and all Content does not violate any law (including but not limited to copyright, trademark, unfair competition, civil, youth protection and/or criminal laws) or infringe the rights of any person or party (including but not limited to name and personality rights, rights in a person’s likeness and rights against defamation etc.).
2. **6.2** You shall defend, indemnify and hold Zamoxis and its directors, employees, agents, attorneys, successors and assigns harmless from and against any claims, damages, liabilities, losses, costs and expenses, including legal expenses and reasonable counsel fees, arising out of (i) any breach of any representation or guarantee or (ii) any claim arising out of the exploitation of Content (e.g. because of an infringement of a copyright, trademark, trade secret, patent or any other intellectual property right). You shall reimburse Zamoxis for any payment made in respect of any liabilities or claims with regard to which Zamoxis is entitled to be indemnified. Zamoxis shall have the right to recoup any such payments from your remuneration.
3. **6.3** Zamoxis may, at its sole discretion, immediately stop the publication of the Content if, acting reasonably, Zamoxis believes the Content violates the law, infringe these Contest Rules. A reasonable suspicion shall apply in par- ticular if such a suspicion has been induced by official proceedings or by a criminal investigation or when there are comprehensible grounds for believing that such proceedings will soon be initiated. The same shall also apply if Zamoxis is requested by a third party to refrain from any further publication of the Zamoxis Content because the Content is illegal or infringes third-party rights, provided that the third party's claim is not clearly, and for Zamoxis recognizably, unfounded.

**7. Suspension, Modification and Termination of a Contest**

1. **7.1** Zamoxis reserves the right to modify or eliminate a Contest if Zamoxis determines, at its discretion, that it has not received a sufficient number of participants.
2. **7.2** If any portion of a Contest is, in Zamoxis’ opinion, compromised by virus, worms, bugs, non-authorized human intervention, other causes, or otherwise affected such that, in Zamoxis’ opinion, the administration, security, fairness or integrity of the Contest is corrupted or impaired, or if any action, regulation, orders or governmental requests require the suspension, modification or termination of the Contest (or any portion thereof or availability to any potential entrants therein), Zamoxis reserves the right at Zamoxis’ discretion to suspend, modify or terminate the Contest or limit participation in it.

**8. Applicable Law, Jurisdiction**

1. **8.1** These Contest Rules shall be, in its application and interpretation, governed exclusively by the laws of the United States of America. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1998 shall not apply.
2. **8.2** Los Angeles (U.S.A.) is agreed upon as place of jurisdiction for any and all claims arising from or due to these Contest Rules.

**9. Miscellaneous**

1. **9.1** The determination of the winners according to Sec. 4.1 shall be final and not subject to legal appeal.
2. **9.2** General terms and conditions or any other standard contract terms of a Participant or third parties shall have no validity, even if Zamoxis does not object to them explicitly.
3. **9.3** Any additions and amendments to these Contest Rules must be in written form to be valid. This shall also apply to any waiver of this written form requirement.
4. **9.4** Zamoxis shall be entitled to either wholly or partly transfer the rights and duties under these Contest Rules to companies affiliated with Zamoxis.
5. **9.5** Any invalidity of individual provisions of these Contest Rules shall not affect the validity of the remaining provisions. Such invalid provisions shall be replaced primarily by legally valid provisions that come as close as possible in economic terms to the invalid provisions.