

OVERCOME FILM '18 FESTIVAL™



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OVERCOME FILM FESTIVAL™

RULES AND REGULATIONS

This document may be modified at any time without notice. Please contact the event organizers and/or their legal representatives for the latest version of this document. Participation, sponsorship, and/or enrollment in the OVERCOME Film Festival, requires full acceptance of all clauses and regulations contained in this document. Be sure to read the rules and terms of this document with utmost care before submitting your film and/or sponsorship or any information. By submitting your information and film and/or sponsorship you declare you agree to the terms and rules set forth herein.

I -General Terms

Article 1:

1. All works must be produced and presented entirely by adults (herein considered to be individuals over 18 years of age).
2. Each director, producer group, or company may enter for each work, a separate registration form must be completed.
3. Entries must be formalized by their respective producers and/or legal representatives. The work will only be considered enrolled after completing all the mandatory fields of the registration form and all the requirements met.
4. Works posted after the stipulated registration date will not be accepted.
5. Works that are illegal, offensive, pornographic, contain content that propagates violence, discrimination, and/or violate any national or international law will not be accepted.
6. The OVERCOME Film Festival will take place digitally/online on the listed page of the event by the organizers to give everyone the chance to participate even if they cannot travel to attend the event in person. In the future, the OVERCOME Film Festival may be hosted in Brazilian and international cities, and the period and activities will take place in facilities to be defined by the the organization and/or the event organizers.
7. The party submitting any film/work to the OVERCOME Film Festival agrees to participate and authorizes the display of the cinematographic work on the OVERCOME Film Festival, its website and on platforms or video streaming pages such as VIMEO or other video pages.
8. It is herein defined as responsible parties or participants as any person or entity directly or indirectly involved in the completion, submission, filing, or presentation of the film/work, and/or sponsorship.

Paragraph 1:

The OVERCOME Film Festival is an event of national and international scope (including international participants that may sign up for the OVERCOME Film Festival) with presentations of cinematographic works. In summary, the winning exhibition of works performed and selection by the organizers and the organization the OVERCOME Film Festival encompasses the works of all filmmakers.

Paragraph 2:

The OVERCOME Film Festival will be presented in the competitive categories described below:

1. Best International Short Film
2. Best International Feature Film
3. Best Audiovisual Narrative Poetry Film
4. Best National Short Film
5. Best National Feature Film
6. Best Director International Film

7. Best Cinematography
8. Best Editing
9. Best Art Direction
10. Best Documentary Story In A Feature Film
11. Best Fiction Story In A Feature Film
12. Best Documentary Story In A Short Film
13. Best Fiction Story In A Short Film
14. Best Actor In A Feature Film
15. Best Actress In A Feature Film
16. Best Actor In A Short Film
17. Best Actress In A Short Film
18. Best Director National Film
19. Best Actor In A National Film
20. Best Actress In A National Film
21. Overcome Festival Theme Award

Article 2:

The organization and organizers of the OVERCOME Film Festival have the exclusive right and may establish contacts and/or contracts, and/or association with other public and/or private entities of any size or nature, that may collaborate and/or participate in the OVERCOME Film Festival.

Article 3:

The organization and organizers of the OVERCOME Film Festival's focus is to present recent national and international productions/works, seeking to contribute to its diffusion and/or discussion with the intent to bring together filmmakers and poets, promoting the innovation of digital exhibition of artistic creations, in order to create an opportunity for individuals who cannot physically be present and participate in person in the OVERCOME Film Festival.

II - The Films

Article 4:

Only feature films, short films, and narrative audio poetry videos that were completed thirty-six (36) months prior to the OVERCOME Film Festival submission deadline can participate in the OVERCOME Film Festival.

Article 5:

1. In online film festivals and film festivals in physical locations, once requested by the organization and/or organizers of OVERCOME Film Festival, all filmmakers agree to participate in the festival in person by sending up to three representatives of the winning film and up to three members of the film-making team.
2. In digital presentations, it is established and accepted by the registrants and winners (national and international) selected for the exhibition of the OVERCOME Film Festival, that they will ensure the presence of at least one representative of the winning film and up to three members of the team that may be broadcast through video and transmitted online.
3. It is established and accepted by the registrants and those selected to participate that they will not receive nor be entitled to any remuneration of any kind, including airfare, transportation, health and dental care, lodging, and/or any other expenses, costs, or any type of monetary aid, insurance, or any other type of expenses, legal assistance, emergency assistance, fees, legal or physical indemnification, refunds, or any kind of monetary aid, paid its organizers and any other members and/or representatives directly or indirectly affiliated with the OVERCOME Film Festival.

Paragraph 1:

1. Individuals representing the winning film may be invited to participate in the OVERCOME Film Festival by its organizers, at the sole discretion of the organizers and the organization of the the OVERCOME Film Festival.
2. However, it is stipulated that persons invited and accepting to participate in the OVERCOME Film Festival , that they declare that they accept that they will not have the right to claim in any form or event, any monetary amount and/or compensation to be paid by the organizers and the organization of the OVERCOME Film Festival and its representatives, in association or connection and not limited to to airfare, transfers, translators, lodging, travel expenses, acts of nature, acts of war, acts of violence of any nature, natural Disasters, riots, terrorism, strikes, cyber attacks, accidents, medical expenses, hospital, dental, death, damages of any kind, losses of any kind, acts of God, natural disasters, medical or other form of emergency evacuation, riots, damages of any nature, defamation of any nature, illegal or illegal acts of any nature, legal fees and legal expenses associated with governmental bodies or with private entities or with individuals of any nature, and/or any other expenses, costs, translators, and/or any monetary assistance and /or insurance which may be incurred or in association with other events, incidents, or actions.

Paragraph 2 :

The organizers of the OVERCOME Film Festival may invite critics, authorities and/or other persons related to the cinema, literature, and/or other professional fields, as well as sponsors and/or other private and/or governmental entities.

III – Registration

Article 6:

Registration and delivery of copies of national and international works in the categories of feature films, short films and narrative audio video films of poetry, that will compete for the competitive selection of the OVERCOME Film Festival must be completed as follows:

1. The registration documents must be completed and sent before the deadline indicated on the page of the organizers of the event and/or the website or registration platform, and/or to the email indicated by the organization and/or organizers of the event.
2. Copies for selection shall be posted or delivered to the OVERCOME Film Festival organizers through the OVERCOME Film Festival site, platform, and/or or e-mail along with the material requested in this document and the per the directions of the organization and/or organizers of the event.
3. It will also be acceptable to send the material for evaluation and competitive selection through a private link for viewing with a password and available for download until the deadline stipulated by the organization and/ organizers of the event.

Paragraph 1:

Failure to comply with the rules set forth in this document will result in disqualification of the participants without any form of appeal.

It is the sole responsibility of the film owner to participate in the the OVERCOME Film Festival and to comply with the rules stipulated by the organizers of the event as described below:

1. Sending all of the correct and necessary materials for registration, selection and (if chosen) participation.
2. Meeting all of the deadlines for registration, selection and participation (if chosen) to send materials obeying the rules stipulated by the organizers of the event.
3. Each registered work must be sent via private link for viewing with a password and should be available immediately for download.
4. The registration and submission of all short film, feature film, audio narrative poetry films, and any other category defined by the organization and the organizers of the

OVERCOME Film Festival should also be sent with a dialogue list, a narrated version that can be accessible for visually impaired individuals (a version in Portuguese and another in English), a subtitled version for hearing impaired individuals (a version in Portuguese and another in English).

Paragraph 2:

The organization and organizers of the OVERCOME Film Festival are not responsible for problems associated with the transmission or receipt of materials and/or works through private link for viewing with password, problems contained in the website or the link, general access problems, incorrect passwords, problems in the security of the website, cyber attacks, viruses, or any other types of errors, technical problems or any actions or events of any nature that may occur.

Article 7:

At the time of submission of a work to the OVERCOME Film Festival in any category, the party submitting the work shall:

1. Complete the document, through the website or through another method that is stipulated by the organizers and the organization of the OVERCOME Film Festival;
2. Send in addition to the completed submission of the work, three photos (JPEG files) with a minimum resolution of 300 DPI, with 18 x 24 cm dimensions, with a maximum of 2000kb and with an indicative description and photographs of the artists, directors and technical crews.
3. Have the legal and copyright rights to the submitted work.
4. Provide the organization and organizers of the OVERCOME Film Festival worldwide unlimited royalty free license to present, distribute and use in any form, waiving any type of fees, royalties, or any kind of compensation or demand of right of any nature. You agree that you waive and relinquish any legal rights any fees, royalties, or any type of compensation or legal and/or financial demand and/or litigation of any kind whatsoever in connection to the organization and organizers of the OVERCOME Film Festival.
5. Have full releases for all performers associated with and performing on film, providing signed and legally valid permissions of all individuals associated with the film and individuals acting on the film. You must present legally valid documentation of all persons involved in the film, including actors, with their full authorization to submit their performance and likeness in association with the registration, selection and exhibition of the work. You must also submit documentation that you have their legal permission to have their work presented at the festival, waiving any legal claim that may be filed at any time against the organization and organizers of the OVERCOME Film Festival and other directly or indirectly associated and / or affiliated parties.

Paragraph 1:

The registration platform or other registration method provided to submit works to the OVERCOME Film Festival may send a message about the registration of the film by electronic mail confirming your registration. If you do not receive the message after three business days from the date of registration, please contact the registration platform and the organizers of the OVERCOME Film Festival immediately.

Paragraph 2:

When registering and submitting works to the OVERCOME Film Festival the person responsible for registration and all those involved in the creation of the inscribed film, agree, authorize and give full rights to the organizers and the organization of the the OVERCOME Film Festival to disclose the names of the works and/or films, the authors of the films and/or of all participants that who worked in the film, and any other personal identification information without incurring in any form of fee collection, royalties, litigation, and/or any other kind of compensation, or demand of legal right of any nature to the organizers and the organization of the OVERCOME Film Festival, their representatives, associates, affiliates or any other parties directly or indirectly associated with the OVERCOME Film Festival.

IV - Selected Works

All selected feature films, short films, and narrative audio poetry video for competitive shows, must, at the discretion of the organizers, send the copies for display until the date indicated by the organization and organizers of the OVERCOME Film Festival including digital posters of the film. It is stipulated and accepted by the registrants that failure to comply with this rule will automatically disqualify the selected films.

Paragraph 3:

It is stipulated and accepted by the registrants that promotional materials for the films, that films and any other materials will not be returned and will remain in the possession of the organization and the organizers of the OVERCOME Film Festival.

V - Copies of the Works

Copies of all films that will participate in the OVERCOME Film Festival must meet the following criteria:

1. For Online events a copy will be submitted in digital MOV-H264 file with Dolby 5.1 sound via Vimeo link or other requested platform.
2. For physical events a copy will be submitted in (digital MOV-H264, DCP unlocked, or Blu-Ray) Dolby 5.1 sound. Digital films will be displayed on a 2K or 4K resolution projector.

Article 8:

It is stipulated and accepted by the registrants that the copies of the selected films, works, and/or any other materials will not be returned under any circumstances.

Article 9:

Directors and producers of feature films may choose to send copies with sound set to 2.0 (STEREO).

VI - Rules for the submission of films/works, documents and materials

Article 10:

Copies of films/works submitted for selection should be sent via private link for viewing with password and available for download in addition, to copies of the films/works for presentation, and the required materials should be sent via the method indicated by the organization and organizers OVERCOME Film Festival.

Article 11:

The organization and organizers of the OVERCOME Film Festival will not collect any material, film or document sent to any post office or other location or method in any form, including C.O.D., for payment, or refund of postage, as well as will not make any refund or indemnity any parties on postage, undelivered mail, or damages to materials.

VII - Selection Process

Article 12:

Short films, feature films and narrative audio video poetry, and any other category defined by the organization and the organizers of the OVERCOME Film Festival will be selected for competition and final participation in the film shown by the organizers and the organization of the OVERCOME Film Festival at the sole discretion of the organization and the organizers of the OVERCOME Film Festival.

Paragraph 1:

The OVERCOME Film Festival may or may not charge for event tickets or products, and this decision is at the sole discretion of the organization and the organizers of the OVERCOME Film Festival. Financial resources, profits, and monetary amounts from the sale of tickets, products, or any activity will be the exclusive property of the organizers and the organization of the OVERCOME Film Festival. Registrants, individuals or entities or any other party other than the organization and the organizers of the OVERCOME Film Festival waives the right to any portion of financial resources, profits, and monetary amounts from the sale of tickets, the OVERCOME Film Festival or any associated activity, product, or event.

VIII - Competition

Article 13:

The OVERCOME Film Festival includes national and international films.

National and international Films:

1. National and international films will be accepted in the competition. These films will be selected by the organizers of the OVERCOME Film Festival among works that have not been commercialized in Brazil or internationally. The organizers of the OVERCOME Film Festival may invite other non-registered national and international films to participate in the competition, at their sole discretion and at any time. It is mandatory that all films have a self-descriptive and narrative caption for individuals with visual and hearing impairments (in Portuguese and English) or the film cannot participate in the OVERCOME Film Festival, and would be disqualified. The selected film must be subtitled in Portuguese and English.
2. National films will be considered films/works that are produced in Brazil. Films produced in Brazil with the participation of international entities will be considered as a Brazilian production if the majority of the share of corporate capital is Brazilian. In case of being internationally co-produced, the majority producing company will have to be Brazilian or the film will be considered as an international film.
3. Those responsible for national and international films enrolled in the OVERCOME Film Festival, must send via private link for viewing with password, and available for download, so that the film can be evaluated by the organizers of the OVERCOME Film Festival. The films must be accompanied by the list of dialogues, and subsequent translation and subtitles in Portuguese and English of the effectively selected works must be sent by the registrants directly to the organizers of the OVERCOME Film Festival via email and via private link for viewing with password, and available for download, within one (1) week after being notified or they will be disqualified.

Paragraph 1:

Winning films/works may be displayed on the OVERCOME Film Festival website and/or external video page as VIMEO STREAMING. As well, it is up to the organizers of the OVERCOME Film Festival to potentially choose in the future a physical location for the exhibition of the films. The number of films to be selected and displayed is decided at the sole discretion of the organization and organizers of the the OVERCOME Film Festival.

Paragraph 2:

It is stipulated and accepted by the registrants, their representatives, families, and all involved directly or indirectly with the submitted films and/or materials that there will be no remuneration, no financial compensation of any kind or nature, no royalties, and no form of financial or any other form of compensation now or in the future. In addition, registrants, their representatives, families, and all involved directly or indirectly with the submitted films and/or materials waive any rights to be compensated financially in any civil, criminal, and/or legal proceeding against the organization and/or organizers of the OVERCOME Film Festival and their representatives and/or associated parties. Those responsible for the winning films will only receive an electronic certificate via e-mail as participants and/or winners of the OVERCOME Film Festival.

Paragraph 3:

If there are taxes and/or taxation associated with the works/films, these amounts will be paid exclusively by those submitting the works/films in the Festival.

Paragraph 4:

Selection of competing short films:

1. Works will be selected for the short films competition of films produced by Brazilian companies and/or individuals, completed 36 (thirty-six) months before the registration deadline of the OVERCOME Film Festival and lasting up to 30 minutes, including credits.

2. Works will be selected for the short films competition of films produced by international companies and/or individuals, completed 36 (thirty-six) months before the registration deadline of the OVERCOME Film Festival and lasting up to 30 minutes, including credits.

Paragraph 5:

Selection of feature-length films:

1. Works will be selected for the short films competition of films produced by Brazilian companies and/or individuals, completed 36 (thirty-six) months before the registration deadline of the OVERCOME Film Festival and lasting up to 150 minutes, including credits.
2. Works will be selected for the short films competition of films produced by international companies and/or individuals, completed 36 (thirty-six) months before the registration deadline of the OVERCOME Film Festival and lasting up to 150 minutes, including credits.

Selection of competing films of narrative audio video of poetry:

1. Works will be selected for the narrative audio video of poetry competition produced by national and international companies and/or individuals, completed 36 (thirty-six) months before the date of the OVERCOME Film Festival registration and lasting up to 150 minutes, including credits.

IX- Awards

Article 14:

1. The organization and/or organizers of the OVERCOME Film Festival will choose the winners according to the completion of the registration forms of the films. Their decisions are irrevocable and cannot be appealed.
2. The organization and/or organizers of the OVERCOME Film Festival will not be responsible for the winners' certificates of the OVERCOME Film Festival after being handed over to the winners, and shall not be liable for loss, transmission errors or technical failures, acts of nature, malicious actions of third parties and any kind of civil or criminal acts of any nature.

Article 15:

The organization and/or organizers of the OVERCOME Film Festival have the right at their sole discretion to change the registration deadlines, rules and/or regulations, the format of the event, to change the number of works/films, and to disqualify or to withdraw any work/film for any reason.

Article 16:

The decisions of the organization and/or organizers of the OVERCOME Film Festival are irrevocable and not subject to appeals.

Article 17:

The organization and organizers of the OVERCOME Film Festival reserves the right to disclose names of the selected films to the OVERCOME Film Festival at their sole discretion.

Article 18 :

No film selected to the OVERCOME Film Festival may be withdrawn from the OVERCOME Film Festival unless the organization and/or organizers of the OVERCOME Film Festival

so determine and communicate in writing to the participant that they accept the withdrawal of the film.

X - Participation Terms

1. Participation in the OVERCOME Film Festival implies acceptance of the following:

a) The organization and organizers of the OVERCOME Film Festival, their associates, representatives and affiliates are not directly or indirectly responsible for matters relating to copyright and other intellectual property rights to any portion of submitted contents and materials of the submitted works.

b) Individuals and entities submitting their works to the OVERCOME Film Festival hereby agree to be legally and financially responsible for any and all civil, legal and criminal liability related to all materials, information works, and films submitted to the OVERCOME Film Festival.

c) participants retain all ownership rights and copyright of their own original works. Participants agree to provide to the organization and organizers of the OVERCOME Film Festival an irrevocable, transferable, worldwide license to total and partial transmission of the material sent for distribution, copy, and any type of use, including but not limited to public and/or paid television, cinema, internet or any other existing means of communication and media that may exist, without limit of use or quantity of reproductions, waiving the participants' rights to financial or other form of compensation.

d) Individuals and entities submitting their works to the OVERCOME Film Festival hereby hold harmless, indemnify, and protect in legal proceedings (including court costs and attorneys fees) the organization and organizers of the OVERCOME Film Festival their associates, representatives and affiliates for any and all civil, legal and criminal liability related to all materials, information works, and films submitted to the OVERCOME Film Festival and any other associated action or incident. Participants automatically assign to OVERCOME Film Festival the rights of total or partial transmission of the material sent for distribution and for any type of use, including in public and /or commercial television, cinema, internet or any other means of communication existing and/or that will exist, without limit of use or quantity of reproductions.

Individuals and entities submitting their work to OVERCOME Film Festival hereby declare that they exempt, indemnify and hold harmless from litigation (including any kind of legal costs and expenses, attorney's fees and/or any kind of expenses and costs) the organization and organizers of OVERCOME Film Festival , its associates, representatives and/or any person and / or associated entity of all Any civil, legal, legal and penal liabilities related to all materials, information works and films submitted to the OVERCOME Film Festival. In addition participants hereby also indemnify, release, and hold harmless the organization and the organizers of the OVERCOME Film Festival from any responsibility related to other actions and / or incidents that may exist in the present and/or in the future.

e) Participants automatically authorize the reproduction and use, in whole or in part, of their works in the collection of those selected for the OVERCOME Film Festival. Participants automatically authorize the use of the author's likeness, image, and voice in all media and/or printed materials, for an indefinite period, waiving any rights to compensation and legal claims in connection thereof, without any restrictions in connection with promoting the OVERCOME Festival and its organizers and organization in any other venue or instance.

f) The organization and organizers of the OVERCOME Film Festival is not responsible for possible loss, damage, loss or loss of materials.

g) The expenses of transportation, taxes, and costs associated with any materials or films shall be the sole responsibility by participants and their legal representatives.

XI - Information regarding selected films

Works/films that are selected must be submitted along with following information via e-mail:

1. Cast, synopsis and technical information (maximum of 500 characters).
2. Trailer or official teaser of the movie (via vimeo and/or other requested platforms).
3. Minimum 3 photos of the work/film in high resolution.
4. Maximum of 5 photos of the director(s) (resolution of 300 dpi, 10x15cm).
5. Maximum of 5 stills of the work/film (300 dpi resolution, 24x15cm).
6. Biography and complete filmography of the director(s).

7. Original and Portuguese and English dialogue lists and list of subtitles in Portuguese and English formatted to meet the needs of individuals with visual and hearing disabilities.
8. Credits.
9. Contact information.
10. Production, co-production, and distributing company information (including contacts).
11. Film trailer if applicable via VIMEO link.

Article 19:

The issues associated with this document's rules and regulations will be addressed at the sole discretion of the organization and/or organizers of the OVERCOME Film Festival.

Article 20:

1. If any term of this document is not fulfilled by the responsible parties, their legal representatives, and/or associates, or any individual, company or entity related to the work presented at the time of submission and after the submission of the work/film, the registration of the film will be automatically invalidated.
2. All information entered on the form and the documents provided must be true. If there is any information that is not in agreement with what is stated, at the time of registration or afterwards, the organizers and the organization of the OVERCOME Film Festival have right to cancel the registration, withdraw the work/film, and/or void any prize without notification.

Article 21:

Those responsible for submitting their films, their legal representatives, associates, and any party directly or indirectly associated to them or the submitted work and/or film, waive any liens, financial and any legal rights against the organization and organizers of the OVERCOME Film Festival, their relatives, legal representatives, associates or any other party directly or indirectly linked to the OVERCOME Film Festival.

Article 22:

1. Participation in the OVERCOME Film Festival represents full acceptance and full compliance with all terms and conditions set forth in this document's terms, rules, and regulations.
2. Works/films must comply with the technical specifications indicated by the organization and organizers of the OVERCOME Film Festival.
3. The OVERCOME Film Festival reserves the right to cancel the participation of any selected film that does not submit copies within the technical standard established by the organizers of the OVERCOME Film Festival and does not comply this document's terms, rules, and regulations.

Article 23:

1. The OVERCOME Film Festival, its officers, associates, affiliates, family members, legal representatives, or any party directly or indirectly involved with the OVERCOME Film Festival are not responsible nor liable in any instance for materials and contents included in the inscribed film, and/or sponsorship that may involve illegal actions related to copyright, unauthorized materials and content included as part of the film, or any material and content considered to be unlawful in any civil, criminal, private or governmental instance.
2. It is the sole responsibility of the applicant to ensure the proper permission of the copyright owner for full or partial use of any part of the project, music or any other material and content thereof, including ensuring that there is authorization from all parties involved on the film allowing the unrestricted and unlimited use of the materials and contents in order that they may protect the copyrights of entities or individuals related to the production and execution of the film. In addition, it is stipulated that the legal representatives of the film submitted are solely responsible for any kind of error, omission, negligence, moral damages, financial losses, safety,

death, accidents, violence, perjury, defamation, any kind of action that may result in damages and damages not mentioned in this document, any legal problems related to the civil and criminal area. as well as, the applicant is solely responsible for any copyright infringement of the material and content that is provided with permission to post your images, posters and trailers on the site and / or social media pages and / or other media.

3. The presentation of the film in the the OVERCOME Film Festival shows that the registrants fully agree and accept all the policies set out in the application form and also agree and fully accept the stipulated rules of the submission guidelines.
4. In the event of unexpected circumstances, it is established that the organization and organizers of the OVERCOME Film Festival have full and exclusive powers to change the places of registration, presentation, date, or cancellation of the event without prior communication or permission of the participants.
5. It is determined that through this document, I(we) agree to allow my (our) film to be displayed on the OVERCOME Film Festival or other locations and media selected by the organizers and the the OVERCOME Film Festival organization.
6. 6. I(we) declare that I (we) are the sole owner (s) of all copyrights and legal title (s) and have the legal authority to send the materials and contents attached to the the OVERCOME Film Festival. I assure that all rights necessary for participation in the OVERCOME Film Festival have been legally transferred by me (us) and by everyone who may be involved with the film entered.
7. I (we) declare and accept that I (we) will indemnify and hold harmless the OVERCOME Film Festival , its legal representatives, family members, associates, affiliates, individually and collectively, or any other party directly or indirectly connected with the OVERCOME Film Festival , against all Type of claims, demands, losses, damages, judgments, liabilities, costs, expenses (including but not limited to attorneys' fees and court costs) that may be incurred by reason of any copyright, trademark, publicity, credit, loss, moral damages, security damages, damages caused by perjury, damage to materials and contents of screening, theft, plagiarism, or any illegal act of any nature with private entities, governmental entities, companies and individuals.
8. I(we) declare that I (we) accept that the OVERCOME Film Festival does not offer any financial compensation for any exposure or use of my (our) work.
9. It is stipulated that the OVERCOME Film Festival reserves the legal and sole right to use the information published, the photos and excerpts disclosed in its marketing and advertising, including the online formats, to the OVERCOME Film Festival and any other means of communication for use To the promotion of the OVERCOME Film Festival.
10. The OVERCOME Film Festival also reserves the right to display, use and submit the film to other sites it deems appropriate for the disclosure and display of the winning film.
11. I (we) understand (and agree) that we agree to abide by all terms listed in this release and the submission guidelines and participation rules.

Article 24:

I (we) acknowledge receipt and fitness and agree to participate in connection with the film ("Film") in accordance with the stipulations in this entire document in addition to the following waiver and general release of responsibility ("Release"):

1. The term "I(we)" means and refers to each of me, my heirs, close relatives, spouse, legal guardians, executors, representatives, associates, administrators, successors and assigns.
2. The term "organization and organizers" means and refers to each and every one of its respective countries, subsidiaries, related and affiliated companies, licensees, sponsors, successors and assigns, and directors, officers, employees, employers, agents, contractors, partners, shareholders, representatives and members of each of the entities that are or may be linked to the OVERCOME Film Festival.
3. I (we) voluntarily assume any and all known or unknown risks associated with my (our) participation in the OVERCOME Film Festival and all actions and undertakings relating to the OVERCOME Film Festival and the Film which collectively, directly or indirectly has my (our) participation.

4. I (we) represent and acknowledge that exempting the OVERCOME Film Festival from any legal liability regarding my (our) participation may pose some risks to me(us) and hereby assume all associated risks including, without limitation, physical or mental injury, minor and/or serious bodily injury and/or illness, arising out of any means, including, without limitation, acts, omissions, recommendations or advice given by the organizers of the OVERCOME Film Festival and/or its agents, employees or other persons or entities related to the OVERCOME Film Festival.
5. I (we) further declare and acknowledge that I (we) hereby waive and release the organization and organizers of the OVERCOME Film Festival, all of their associates and/or affiliates, directly and indirectly, from any legal liability for my (our) interest that may present some risks to me, and hereby assume all associated risks including, but not limited to, the risk physical or mental injury, minor and / or serious bodily injury and / or illness, death, or any type of risk involving acts of nature, acts of war, acts of protest, acts of strife, defamation, terrorist acts, violence of any nature, kidnapping, acts of extortion, acts of discrimination, acts of harassment, or any other type of damages that may Arising out of any means, including without limitation: acts, omissions, errors, recommendations or statements provided by the organization and/or organizers of the OVERCOME Film Festival and / or their agents, employees and/or other individuals or entities directly or indirectly associated with the OVERCOME Film Festival.
6. I (we) declare that I (we) agree to accept voluntarily and assume any and all risks and any risks not mentioned herein that are in any way associated with my (our) participation and subsequent or simultaneous exposure or other use or disclosure of my (our) Film in perpetuity in all countries in the world in any and all media, legally exempting from any legal obligation the organizers of the OVERCOME Film Festival.
7. I (we) voluntarily and knowingly release, waive and any and all claims, actions and lawsuits of any kind against the organizers of the OVERCOME Film Festival that may be related to or arising out of my participation in the OVERCOME Film Festival, including without limitation, Travel to and from any location used in connection with the the OVERCOME Film Festival , manufacture, recording, production, use, editing, distribution, licensing, promotion and / or Film Exposure, including, without limitation, any claims, actions or lawsuits, death, negligence and / or other failure, active or passive, personal injury, defamation, misrepresentation, violation of the right of publicity, invasion of privacy, disclosure of embarrassing private facts, fraud, breach of contract, copyright infringement, negligence, emotional and/or mental distress, harassment, financial losses, and health impairments. I acknowledge that I (we) may (we) have discovered facts, in addition to those disclosed in this document, and release the organizers of the OVERCOME Film Festival from such unknown and / or known claims. I acknowledge and agree that this waiver is an essential and material term of this version and without this waiver, the the OVERCOME Film Festival organizers will not accept my (my) participation in the OVERCOME Film Festival.
8. I (we) declare that I accept all of the terms of this document. I (we) acknowledge that I (we) oblige (us) to comply with it by extending this legal acceptance with the benefits provided to Their successors, as heirs, legal representatives, administrators, executors, officials or any other party directly or indirectly linked to the organizers of the OVERCOME Film Festival . I represent that I am (we am) at least 18 years of age and that I am (we are) legally responsible for accepting the rules set forth in this document, and waive, release, and hold harmless the organization and organizers of the OVERCOME Film Festival and their representatives and associates of any legal responsibility and liability about my (our) decisions of legal acceptance of the terms that they say in this document.
9. I (we) acknowledge that we have had the opportunity to consult an attorney before signing this document. If any provision of this document is held invalid in whole or in part, it shall not affect the validity or enforceability of any other provision of this or that provision to the extent that it is not invalid or executable. Any waiver of any term of this Version in a particular instance shall not be a waiver of that term for the future. By submitting the application for my (our) film, I hereby approve and irrevocably accept the terms and conditions of this document with the the OVERCOME Film Festival regulations.

Article 25:

1. It is hereby agreed that it is the sole responsibility of the parties that sign up at the OVERCOME Film Festival , obtaining and guaranteeing that they have full authorization and permission from the owner (s) of the film entered. As well as, obtaining the trademark material records included in the submitted project have the copyright protection guarantee for all materials and any other content included in the submitted works. The organizers of the OVERCOME Film Festival expressly declare that they have no responsibility and will not be held responsible for any unauthorized inclusion of any copyrighted content or material related in any instance to the film submitted for registration and participation in the OVERCOME Film Festival , including any content or materials which are or may be grounds for claims of legal rights by third parties to the detriment of copyright infringement, moral damages, or financial loss of any kind or size.
2. The organizers of the OVERCOME Film Festival reserve the right to disqualify, without any reimbursement of any or all of the registration fees previously collected from the registrants, and any film with any unauthorized inclusion of content, copyrighted material, contents That may violate laws and any other irregularities that do not

- follow the rules set forth in this document.
3. In case of any type of action or dispute, claim, claim, filed by legal entities, governmental entities, financial entities, individuals or any party that is directly or indirectly connected to the inscribed movie, for reasons of moral, physical damages, defamation, invasion of privacy, violation of advertising rights, theft of trade secrets, breach of trust, breach of confidential relationship and breach of express or implied contract, plagiarism, unauthorized or illegal use of any content or material copyrighted or protected by legal right in the legal scope, I (we) accepts and declares that I (we) will indemnify and defend integrally the organization and organizers of the OVERCOME Film Festival, and each one of its representatives, and any party that legally is directly or indirectly affiliated of any responsibility with respect to the foregoing facts and any fees and expenses, including, but not limited to, attorneys' fees, which any of them may incur in connection with these facts. It is the sole responsibility of the registered in case of judicial or criminal proceeding to respond by all the penalties that the laws imposes exempting the organizers and the organization of the OVERCOME Film Festival.
 4. The organizers and the organization of the OVERCOME Film Festival fully informed me(us) that it expressly accepts no responsibility and shall not be liable in any civil or criminal instance for any unauthorized inclusion of any kind of trademark content or material or related to the inscribed film, and/or sponsors, inserting any Content or materials that are or may be grounds for third-party claims for trademark infringement, defamation, invasion of privacy, violation of advertising rights, theft of trade secrets, breach of trust, breach of confidential relationship, and violation of express or implied contract illegal use of registered and copyrighted materials, trademark dilution, damages or losses or dishonest competition.
 5. The subscriber is solely responsible for presenting the entire contents of the movie without any problem of any kind and from any and all claims and actual or potential legal issues, including, without limitation, claims based on defamation, invasion of privacy, violation of advertising rights, theft of trade secrets, breach of trust, breach of confidential relationship and breach of express or implied contract and claims of third parties.
 6. The organizers and the organization of the the OVERCOME Film Festival do not accept in any way any responsibility and will not be held liable for any unauthorized inclusion of any content or material within or relating to the inscribed film, and/or sponsors that is or may be grounds for any third party claim based on any Legal grounds.

Article 26:

1. To be considered by the organizers and the organization of the OVERCOME Film Festival to participate in the OVERCOME Film Festival, the candidate must fill out the registration form. The organizers and organization of the OVERCOME Film Festival have the exclusive right to disqualify, without refund of any or all pre-collected submission fees for the submission of the film that is not submitted through any of these links and / or any film with an application form which is considered to be in default due to non-payment of any or all of the shipping charges. The organizers and organization of the OVERCOME Film Festival have no obligation to contact the applicant using the contact information provided in the application form. The organizers and the organization of the OVERCOME Film Festival assume no responsibility and will not be held liable for any failure to contact the film candidate and will not inform the applicant of any default, omission or other shortcoming and/or error that may arise in submitting the application form.
2. Upon completion of the the OVERCOME Film Festival selection process, the organizers of the OVERCOME Film Festival will contact the enrolled applicant using the contact information provided by the applicant on the application form to notify the submitting party of the acceptance status of the film. The organizers and organization of the OVERCOME Film Festival disclaims any responsibility and can not be held liable for any inability to contact the registered candidate using the contact information provided on the application form. It is the sole and exclusive responsibility of the enrolled applicant to ensure that the contact information provided on the application form is correct throughout the selection and participation period at the OVERCOME Film Festival.
3. The organizers of the OVERCOME Film Festival have no obligation to provide and will not provide the applicant or any other representative of the film, any comments or responses about the movie entered, any information about how the film is, will be, or has been reviewed, identity or identities of any specific reviewers of the film. Any and all opinions that the organizers of the OVERCOME Film Festival have regarding the movie will not be informed to the subscribers. As well as, no further information regarding the review of the OVERCOME Film Festival or selection process on the film specifically or its submission will be provided. The information contained in these Rules and Regulations shall be duly followed by those who register on the OVERCOME Film Festival.

Article 27:

1. Films registered for the selection of the OVERCOME Film Festival can be classified in one of the five categories of submission. The organizers of the OVERCOME Film Festival have the exclusive right to determine the eligibility or otherwise of any film entered for any kind of participation in the OVERCOME Film Festival or which category of submission falls within it.
2. The organizers of the OVERCOME Film Festival inform registrants that the listed information is subject to change at any time, such as the dates of the OVERCOME Film Festival programs that may vary from year to year.
3. The films accepted by the organizers of the OVERCOME Film Festival will be presented or not at the sole and absolute discretion of the organizers of the the OVERCOME Film Festival.
4. It is stipulated that participation in this the OVERCOME Film Festival outside participation in the competition is only made by selection from the organizers and the organization of the OVERCOME Film Festival . Films that are selected must maintain the conditions stipulated at the discretion of the organization and organizers of the OVERCOME Film Festival . The exhibition of the films considered for this program that are outside the competition is at the sole discretion of the organization and/or the organizers of the OVERCOME Film Festival.
5. I (we) declare that we are the responsible for the film that is being submitted to the the OVERCOME Film. Festival organizers for selection and participation (if selected) of the OVERCOME Film Festival.
6. I (we) declare that I (we) am (are) the legal representative (s) of the submitted works and assure the organizers and / or the organization of the OVERCOME Film Festival that:
 - (a) I (we) declare that I (we) am duly authorized, in my (my) personal name and on behalf of all other persons or entities that have any property rights or interests (including, Without limitation, intellectual property rights, or any other type of legal right) related to the film, for the purpose of filing this movie entered in the OVERCOME Film Festival ,
 - (b) I (we) declare that I am duly authorized, to be the exhibitor of the film on the OVERCOME Film Festival and not to be in violation of any law or any right or consent of any person or entity;
 - (c) I (we) declare that the inscribed film, and/or sponsors is not subject to any litigation, arbitration, or other contradictory claim or legal process, and the same film is not subject to any threat of litigation, Arbitration, or other adverse claim or any type of national or international civil, criminal and judicial proceeding.
 - (d) I (we) declare that I (we) represent and also assert, on behalf of myself and the owners and creators of the film, that the exposure of the film on the OVERCOME Film Festival will not violate Or infringe any copyright, patent, right of privacy, right publicity, trademark, service mark or any other personal or legal right, property right of any person or entity, and that this film does not constitute or include defamation of any form Person, or entity, or may result in moral, health, mental, death, financial, governmental, private, individual, family, loss, perjury, or any other form of situations that may lead to national or international legal disputes .
 - (e) I (we) declare that we will pay fees and licenses, clearance fees, and other obligations, of whatever nature that apply, arising out of or associated with the filing, selection and exposure of the film on or in Connection with the OVERCOME Film Festival .
7. I (we) declare that if the signed-up film is accepted for inclusion in the OVERCOME Film Festival in my name and / or the owners and / or creators of the film for exposure or presentation of the film in the OVERCOME Film Festival or in other Media, acceptance will not imply and will not create any kind of bond or confidential, legal or fiduciary relationship between the OVERCOME Film Festival and with me (us) and / or the owners and creators of the movie.
8. I (we) also state that on my (our) name and/or the owners and/or creators of the film, that I (we) understand that the owners and creators of the film will not receive any monetary compensation for such use and that there is no kind of prize for the winners of the OVERCOME Film Festival. In addition, it is established and accepted by those enrolled in the OVERCOME Film Festival, which may eventually include prizes of some nature for the winners of the competition by exclusive decision of the

organizers and the organization of the OVERCOME Film Festival.

9. I (we) (the owners) and/or creators and/or legal representatives of the film also declare that I (we) understand that the owners and creators of the film retain the copyright and ownership of their own original works. , I (we) (the owners) and / or creators of the film also declare that I (we) understand that the owners and creators of the film provide the organization and organizers of the OVERCOME Film Festival worldwide unlimited royalty free license to present, distribute and use in any form, waiving any type of fees, royalties, or any kind of compensation or demand of right of any nature. Projects entered on the OVERCOME Film Festival and / or sent to the organization and organizers of the OVERCOME Film Festival , including, but not limited to, distributing, copying, advertising, disseminating, derivative works and any other action. I (us) owners and / or creators of the works also waive any right to any financial compensation, royalties, or other compensation from the organization and / or the organizers of the the OVERCOME Film Festival.
10. I (we) declare that no legal obligation of any kind is assumed by the organizers and the organization of the OVERCOME Film Festival , or may be implied.
11. I (we), the owners and creators of the Film declare that we acknowledge that the organizers and organization of the OVERCOME Film Festival , by virtue of the result of the selection of the film for the inclusion and participation in the OVERCOME Film Festival , that this inclusion and participation are not characterized and are not in any way constituted as a system of endorsement or approval expressed or implied by the organizers and the organization of the the OVERCOME Film Festival, regarding the contents and materials contained in the film or any opinion expressed therein by its members. Owners, creators or any parties involved in the film.
12. I (we) declare and agree, on behalf of myself and each of the owners, creators and any parties involved in the enrolled film and/or sponsor, to indemnify and hold harmless the organizers and Organization of the OVERCOME Film Festival , together with each, subsidiary, affiliates, Directors, officers, employees, lawyers, creative consultants, agents, representatives (individually or collectively), from and against any and all claims, losses, liabilities, damages, fees and expenses (including, but not limited to attorneys' fees and other costs And expenses) that may be activated by any person or entity, or may be effected by the OVERCOME Film Festival , or any related parties, at any time, in connection with the movie entered or use of the OVERCOME Film Festival , manipulation or consideration thereof, and / Or arising out of, any breach or alleged breach of any statement made by me (us) to the OVERCOME Film Festival or any related party, including, without limitation, any express or implied representation in these Terms and Conditions of this document.
13. I (we) declare (I am) and I agree (in my name) and of each of the owners and creators and of any parties involved in the inscribed film, and/or sponsors, that the film is being presented to the organizers and the organization of the OVERCOME Film Festival voluntarily and without promise or incentive, and that the film submission does not impose or create any obligation or liability of the organizers and the organization of the OVERCOME Film Festival , or any parties related to accepting the film for inclusion in the the OVERCOME Film Festival , to exhibit the film on the OVERCOME Film Festival , To recognize the presentation of the film and as a cinematographic archive of the the OVERCOME Film Festival organization.
14. I (we) declare (I am) and agree (also) in my (my) personal name and on behalf of the owners, creators and any parties involved in the inscribed film, and/or sponsors, in the presentation of the film for consideration,) By renouncing, forfeiting any rights to assert any claims or commence any proceedings in any forum or court against the organizers and the organization of the OVERCOME Film Festival , or any related parties, arising out of or in any way related to the presentation, (Including, without limitation, claims relating to any error, omission or refusal to submit the film in the OVERCOME Film Festival , exposure or commercialization of the film or in connection with the OVERCOME Film Festival , oral or written representations alleged by the OVERCOME Film Festival or its representatives relating to any other matters arising out of or relating to the presentation of the film, whether such claims may be based on this document and/or legal theories, implied contract, offense, statutes, or other legal theory (hereinafter "the Complaint").
15. In the event that any claim and/or Complaint is asserted, or any action, arbitration or other legal proceeding, in violation of the agreement set forth in the immediately preceding sentence, I (we) agree, on my (my) personal name and on behalf of each of any and all claims, losses, liabilities, damages, fees and expenses (including, but not limited to, attorneys' fees and other costs) that are incurred by the organizers and organization of the OVERCOME Film Festival , as a result of or in connection with any claims or any actions, arbitration and / or other proceeding in breach of representations and agreements set forth herein, including, without limitation, reimbursement of expenses and costs of all lawyers, civil actions, judicial, criminal Incurred or to be incurred by the organizers and the organization of the OVERCOME Film Festival the OVERCOME Film Festival, or any other Festivals that may be associated with the organizers and the organization of the OVERCOME Film Festival the OVERCOME Film Festival and other related parties in connection with any claim or any action, arbitration Or other procedure that results in actions initiated by the organizers and the organization of the OVERCOME Film Festival or by the owners, creators or any representatives or entities associated with the film registered nationally or internationally.

16. I (we) also agree that, without limitation that any form of the provisions or scopes of the agreements set forth herein, in the event of any claim being made, and / or any action, arbitration and/or are legally lodged or initiated by the organizers and the organization of the the OVERCOME Film Festival by any of the owners, creators, or affiliates of the inscribed film, and / or any other representative and / or person affiliated with the film, and/or sponsors, in violation of the agreements set forth herein, In the event that an arbitrator or other court permits such claims to continue, in spite of the language provided for in the above document, the only and maximum remedy that could be attributed to the organizers and the organization of the OVERCOME Film Festival , and / or any other person and / or Entity claiming any claim or legal right, will be a refund in the amount of the registration fee Paid, free of charge or monetary correction in connection with the submission of the film entered for the organizers and the organization of the OVERCOME Film Festival and for the consideration of participation and selection in the OVERCOME Film Festival . Under no circumstances whatsoever on any other appeal, including, without limitation, expectation, confidence, consequential damages, moral damages, financial damages, damages of defamation, death, acts of nature, criminal acts, punitive acts or real copies , Or any other damages, or precautionary, declaratory, provisional or other remedy, shall not be available and shall not be liable to the organizers and the organization of the the OVERCOME Film Festival , being therefore of sole and exclusive responsibility, concerning the facts and events herein, And / or any other person or entity representative or affiliated with the film entered on the OVERCOME Film Festival.
17. I (we) also accept that, without limitation in any way, the provisions established in which case the enrolled film is accepted by the organizers and the organization of the OVERCOME Film Festival for inclusion and exhibition in the OVERCOME Film Festival and/or sponsors, I hereby accept and grant, together with each of the owners, creators and affiliates of the movie and/or sponsors, the organizers and the organization of the OVERCOME Film Festival, and the related parties without reservation, conditions or qualifications, the following rights described below:
- (a) The right to use videos, photographs and / or titles, and / or information from or relating to the film and/or for promotional purposes;
 - (b) The right to issue and authorize publicity about filmmakers, artists, owners, creators, and any other person or entity associated with the film and/or sponsor, and use the names of all associated with the film and/or sponsor, similarities, biographical information and / or other information Necessary.
 - (c) I (we) also agree to provide updated contact information pertaining to the director (s) and producer (s) and any other members or entities associated with the film and/or sponsor, and hereby grant (s) The organizers and the organization of the OVERCOME Film Festival , have the exclusive and absolute discretion and discretion of the right to provide such information to industry organizations that sponsor events of the OVERCOME Film Festival or to any persons and / or entities they deem appropriate.
18. I (we) also accept (without limitation) any form, on behalf of each of the owners, creators and members and entities associated with the inscribed film, and/or sponsors, that when sending the film to the organizers and the organization of the OVERCOME Film Festival , I give full coverage of the content and materials contained in the film for use by the organizers and the organization of the OVERCOME Film Festival without limitation. As such, they have the irrevocable right to view and / or download all digital assets associated with the film, including, but not limited to, any representation of the film in the form of video files, still images transmitted over the Internet, or Through other means of communication, and / or all other assets and information provided by the applicant on the application, selection and participation and any disclosure of such materials and contents, incidental or otherwise. It will not be the responsibility of the organizers and the organization of the OVERCOME Film Festival and/or any individuals or entities directly or indirectly associated with the OVERCOME Film Festival and/or other parties related thereto which may arise from these materials or content or actions or decisions taken by them.
19. I (we) assert that it is absolute truth, under penalty of being legally liable for any legal, civil, judicial and criminal infractions, that I am 18 years of age or older, mentally and physically able to sign, decide, re-enter and enter into contracts, hereby accept the terms and rules set forth in this document provided by the organizers and the organization of the OVERCOME Film Festival . As well as, I (we) give consent and agreement (masters) totally, as responsible (s) obeying the rules of laws, with all the legal terms stipulated in this document. In addition, I (we) accept and declare that any legal problems are in the civil, judicial and criminal areas arising from false declaration, omission and / or errors, are exclusively my responsibility and completely exempt the organizers And the organization of the OVERCOME Film Festival to respond legally for any legal, judicial and criminal infractions that may be committed by me (us) nationally or internationally.
20. I (we) also accept (without limitation) that on behalf of each of the registrants, owners, creators and members and entities associated with the inscribed film and/or sponsors, that the organizers and the organization of the OVERCOME Film Festival have the power Exclusive and absolute jurisdiction to decide and determine the scope or applicability of the arbitration agreement, which shall be governed by the internal rules of the organization of the OVERCOME Film Festival , and shall be subject, if it is so decided, to the submission of exclusive arbitration, attaching this fact to a single arbitrator And with the exclusion of the forum for determination of such claim, dispute or controversy that may arise between the parties representing the inscribed film, and/or sponsors and the organizers and the organization of the OVERCOME Film Festival. Any arbitration will be administered under the legal terms that regulate the simplified rules of arbitration and with procedures in force. The arbitrator will

be selected by the organizers and organization of the OVERCOME Film Festival , with their costs paid and that will be the total responsibility of the owners, creators and members and entities associated with the inscribed film, and/or sponsors. The arbitrator shall issue a writing award and shall have the right monetary relief prize which shall not exceed the amount above the cost of submitting a film or work to the OVERCOME Film Festival.

21. I (we) also accept (without limitation) any form of dispute on behalf of each of the owners, creators and members and entities associated with the inscribed film and/or sponsors, that the arbitrator has no power to grant any punitive or damages Copies, nor shall the arbitrator have the power to order the organizers and the organization of the OVERCOME Film Festival to include the film in the OVERCOME Film Festival , select, or to award, or other form of relief or any form of monetary relief as relief and dispute settlement. The arbitrator shall not have the power of award, and shall be solely responsible for the arbitration award, legal fees, costs and expenses incurred in connection with the arbitration (including, without limitation, reimbursement of that portion of arbitrator's fees and administrative The costs incurred and that will be the total and exclusive responsibility of the owners, creators, and members and entities associated with the inscribed film and/or sponsors shall be final, binding and cannot be appealed. The organizers and the organization of the the OVERCOME Film Festival have absolute power to decide whether they will be brought to civil, judicial and criminal dispute and instead of a dispute settled through arbitration, any kind of claim, any other form of complaint Or cause of action of any nature whatsoever Arising from actual or alleged non-performance, termination, application, interpretation or validity of the Terms and Conditions governed by this document.
22. I (we) also accept (without limitation) that on behalf of each of the owners, creators and members and entities associated with the inscribed film and/or sponsors, that the organizers and the organization of the OVERCOME Film Festival have the exclusive and absolute power To decide and determine the scope or applicability of the convention of any legal action against the creators and members and / or associated entity in national or international court or forum to be selected at the discretion of the organizers and the organization of the OVERCOME Film Festival , which shall be governed by the internal rules Of the organization of the OVERCOME Film Festival, and will be subject, if it is decided, the submission of exclusive legal process, linking this fact before a forum determined by the organizers and the organization of the OVERCOME Film Festival to determine such claim, dispute or controversy that may arise between the parties representing the rights of the submitted works and the organizers and organization of the OVERCOME Film Festival. The national and/or international forum or court will be selected by the organization and/or organizers of the OVERCOME Film Festival.
23. Parties submitting works, owners, creators and members and entities associated with the submitted film and/or sponsor shall be liable solely for the costs of the proceedings, and any costs and expenses that may be imposed on the organizers and the organization of the OVERCOME Film Festival , including but not limited to attorneys' fees, costs And expenses incurred in connection with any proceeding of any legal nature, including, but not limited to, reimbursement of that portion of attorneys' fees and court costs, administrative charges, costs paid, expenses and costs of any nature in any legal, And are the sole and exclusive responsibility of the owners, creators, members and entities associated with the film and/or sponsor. The organizers and organization of the OVERCOME Film Festival have the absolute power to decide whether any claim and any other claim or cause of action of any kind arising from actual or alleged non-performance, termination, enforcement, interpretation or validity of these Terms and how Complaints and or legal claims and/proceedings may be brought into dispute in civil, criminal, appeal courts and/or arbitration.
24. The owners, creators and members and entities associated with the inscribed film, and/or sponsors waive any value that may be given to them in any legal proceeding, and to any amount over and above the total value of a movie's entry in the OVERCOME Film Festival.
25. By agreeing to this exclusive arbitration provision, I (we) also accept without limitation, on behalf of each of the owners, creators and members and entities associated with the submitted film and/or sponsor that I (we) waive any rights that I or each of the owners, creators, and members and entities associated with the submitted film and/or sponsor may have obtained through legal proceedings litigated over any type of claim or claims in any federal or state national or international court, against the organizers and organization of the OVERCOME Film Festival , or any party related to the OVERCOME Film Festival, and also releases/waives any right to a jury trial in relation to such claims or any other claims.
26. I (we) acknowledge that I (we) have the right to consult an attorney of my own choosing with respect to these Terms and Conditions and with respect to the rules and regulations for submissions, selection and presentation of the film and/or sponsorship to the organizers and the organization of the OVERCOME Film Festival . Upon completing my enrollment for the OVERCOME Film Festival and for selection consideration, I (we) accept and make this decision after having consulted an attorney or freely and voluntarily opt out of doing so out of our own volition and without coercion of any kind.
27. I (we) declare that I (we) have read and understood the rules and regulations for the filing, selection, and filing of the film and/or sponsorship in the OVERCOME Film Festival, and that the information contained in the aforementioned rules and regulations of this document supersedes any information obtained in other source (written or implied) sites or places, including, but not limited to, information contained in any frequently asked questions (FAQ) documents.

28. I (we) also accept and declare that, without limitation of any form, on behalf of each of the owners, creators and members and entities associated with the submitted film and/or sponsor, that upon completing my (our) (I) freely and voluntarily give and express my full and complete acceptance of all terms and provisions contained in these terms and conditions of this document. I acknowledge that there may be oral presentations, forms of marketing, representations, publicity, and other forms of disclosure by the media, and that there are no promises, legal obligations, or warranties of any kind, and there are representations, promises or warranties made by any party and / or entities associated with the OVERCOME Film Festival or its organizers, provided in the Terms and Conditions herein, which have been made to me or to the owners, creators, and members and entities associated with film and/or sponsor submitted to the organizers and the organization of the OVERCOME Film Festival.

Article 28:

If any part of this document, terms, articles, or regulations is invalidated, the remaining parts will remain in force.

Article 29:

I (we) represent that I(we) have been advised by an attorney, that I (we) have read and agree with the terms and conditions contained in this document, that I(we) had ample opportunity to be advised by an attorney, and that I (we) understood and will comply with all rules and regulations stipulated in this document. I (we) acknowledge the significance and consequences of accepting the rules, terms, waivers of rights, and regulations contained in this document. I(we) declare that I(we)am (are) of adult age and of legal and physical sound mind and body to accept this agreement.

Article 30:

All rights reserved. All intellectual property rights, including national and international copyright, trademarks and patents will be protected to the fullest extent of the law and in conjunction with all applicable legal and governmental entities.



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