

Terms of Use and The Festival Rules

General Provisions

By submitting to **The Fresh Stream Experimental Film Festival** (hereinafter referred to as the festival) on the Festival's Official Website (hereinafter referred to as the festival's website) producer or filmmaker (hereinafter referred to as the filmmaker) are agreeing to be bound by these website Terms of Use and The Festival Rules, all applicable laws and regulations, and agree that the filmmaker is responsible for compliance with, any applicable local laws and/or and present Terms of Use and The Festival Rules.

In addition, submitting to the festival may be accomplished on the other platform mentioned on the festival's website.

The festival's producer shall have the right, at its own discretion, to make any changes to the present Terms of Use and The Festival Rules without any prior notification to participants. Terms of Use and The Festival Rules become binding from the date of official publishing on the festival's website.

In case of any conflict of the version of Terms of Use and/or The Festival Rules located on the festival's website with any other version of present rules, the festival's website's version will prevail.

Use License

Permission is granted to temporarily download one copy of the materials (information or software) on the festival's website for personal, non-commercial transitory viewing only. This is a grant of the 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 festival's website;
- remove any copyright or other proprietary notations from the materials;
- transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if upon violation of 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 festival's website. The film may be submitted via the platforms mentioned on the festival's 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 in the rules of the category.

All films in a 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 officially selected, the filmmaker will be notified. Official selection does not mean that the filmmaker's film will be screened or awarded at the festival.

All submissions must be completed by the date indicated on the festival's website.

All submissions to the festival are to be paid by credit card or PayPal via the platforms mentioned on the festival's website.

The submission fee is non-refundable.

The festival does not give any fee 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, posters, trailers, film stills and film parts (not longer than 1 minutes) on the festival's website, on the Venue's Official Website (www.moviescreenpro.com), and/or social media pages with the promotional proposes.

Tickets.

The festival attendees buy tickets (passes) to attend the event.

The ticket prices can be refunded not later than 2 months before the event starts.

The Audience Box.

50% of the festival ticket price is forwarded to a filmmaker upon the vote of the ticket owner after the event (The Audience Box Transfer).

The Audience Box Transfer may be processed via PayPal. All taxes and fees are due to the recipient.

The ticket's owner must vote by the end of the event in the screening room or on the social media mentioned by the Festival as a voting box.

If the ticket's owner did not vote by the end of the voting period, his (or her) sum for forwarding is added to the Audience Box and sharing rateably to the voted ticket owners.

The festival has the right, at its own discretion, to admit the vote as invalid and add it to the voted cast as not voting.

Prizes and Awards.

Except as otherwise provided herein, the following prizes and awards may be granted to the festival winner:

A Category Award, Laurels, and a Certificate.

An Audience Award, Laurels, and a Certificate.

An Audience Box Transfer.

The Audience Box Transfer may be processed via PayPal. All taxes and fees are due to the recipient.

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

In addition, the other prizes may be granted.

The Festival Producer may set the additional prizes before the Event.

Disclaimer

The materials on the festival's website are provided 'as is'. The festival's 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 any other violation of rights. Furthermore, the festival's 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 on any sites linked to this site.

Rights of use

Sending or uploading a film on the festival's website, grants to the festival's 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 promotional or marketing purposes. Upon the festival producer's request, the filmmaker must sign any kind of document that may be required by the festival's producer to use the right as described above.

To avoid any doubt, the festival's producer, in particular, shall have the right to use film frames, previews, trailers, fragments at its own discretion without any prior consent from the filmmaker for festival's advertising and marketing purposes

Winners Determination and Awards

There are Category Awards and the Audience Award.

The Category Award winners in each category may be determined by a jury selected by the festival's producer at its sole discretion. The winners will be notified via email and/or on the festival's website. The festival's producer has the right not to determine a winner in any category at its sole discretion. The winners may be awarded by the festival's producer with one of the prizes or awards provided by the festival's producer at its own discretion. If the festival's producer decides to award winners, prizes are awarded 'as is' with no warranty or guarantee, either express or implied by the festival's producer. The festival's producer reserves the right to change prizes and awards without any notification to 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 or use not specified herein as being provided.

The Audience Award winners may be determined by the voting in the screening room during the festival event or/and on the social media or/and other websites mention by the festival.

The festival accepts one vote from each person for each film.
The film receiving the most votes will receive the Audience Award.

Miscellaneous

No responsibility or liability is assumed by the festival's producer for technical problems or technical malfunctions arising from connection with any of the following modes of communication that may affect the operation of the festival including but not limited to: 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, garbled submissions or for lost, interrupted or unavailable networks, servers, hardware or software errors; faulty computer, Internet Service Provider (ISP), website, or other connections, availability, accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, technical failure, jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, 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 photos, videos 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 festival is a private invitation-only event with online access.

The festival is conducted in online mode. The festival's producer reserves the right at any time to change the online mode to offline mode and vice versa at its own discretion for any reason or no reason with or without notice.

The filmmaker agrees that the festival's producer shall not be liable to the filmmaker or to any third party for any modification or termination by the festival.

The festival's producer reserves the right to disqualify any film, screenplay, person or entity from participation in the festival at its own discretion without any explanation of reasons for such disqualification.

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

The festival's producer reserves the right to make any necessary changes in regulations or scheduling.

The festival's producer reserves the right to shut the festival down at any time without any notification.

The festival's producer is not responsible for any unauthorized third party use of any information or film.

Privacy Policy

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, 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 the information is being collected.

The festival will collect and use 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 festival's 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.

All participants taking part in the festival do so at their own risk.

Under no circumstances, the festival's 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 does not give to the participant any right of claim against the festival's producer.