

BEST SECONDS

Q1 2018 video competitions

SUBMISSION RULES – PUBLIC VOTING

These rules apply to all categories with public voting, specifically “Inventive Gem” “Punchline Gem” and “X-Factor Gem”.

GENERAL SUBMISSION RULES – in short

- BEST SECONDS only accepts complete submissions through FilmFreeway.
- With your submission, you agree to the SUBMISSION RULES outlined below in detail. We want to specifically highlight the following:
 - Your video hasn’t been publicly available online anywhere else.
 - You exclusively submit your video to BEST SECONDS and one specific competition.
 - You follow the competition specific requirements above as well as general requirements:
 - No offensive or illegal content shall be included in your submitted video.
 - BEST SECONDS has the right to decide what is considered offensive and illegal content based on the regulations and laws of countries the video is being published in.
 - BEST SECONDS will add a watermark or introductory clause to your video for publication.
 - Rights:
 - You own all the rights for the video you submitted or in case you are using anybody else’s material, you possess a written permission to use their material in your video submitted to us.
 - You grant us with the exclusive right to publish, use, share, promote your video on our pages and platforms until completion of a competition – meaning that you neither can withdraw from the competition nor use your video anywhere else during running times of the competition.
 - In case you win or our partner company purchases your video, BEST SECONDS will remain with the non-exclusive right to publish, use, share, promote your video on our pages and platforms after completion of the competition and you cannot request removal of your video.
 - In case you don’t win or a partner company of BEST SECONDS isn’t purchasing your video you can at any time request removal of your video from our pages and platforms and we will waive any rights you previously provided to us.
- You reckon that Facebook is not in any way involved in the competition and you release any claims to Facebook

GENERAL SUBMISSION RULES – in detail

1. Definitions

- 1.1. BEST SECONDS means BEST SECONDS GmbH, registered as a Limited Liability Company (GmbH) in Beckenried, Switzerland.
- 1.2. Your video stands for the motion picture you are submitting to BEST SECONDS for a specific competition.
- 1.3. Competition means a specific video competition run by BEST SECONDS.

2. Eligibility

- 2.1. The video you submit to BEST SECONDS hasn't been publicly available online before.
- 2.2. Videos are only accepted if submitted through FilmFreeway.
- 2.3. Videos submitted need to at least include the following details: Name, email and Facebook profile link of the participant, Project Title and Project Synopsis.
- 2.4. Videos are only accepted if submitted within deadlines.
- 2.5. Videos are only accepted if payment of participation fees (in case requested) have been received within deadlines.
- 2.6. Videos are only accepted if they do not contain any offensive or illegal content.
- 2.7. Videos cannot be withdrawn from the competition and submission fees (in case requested) are not refundable.
- 2.8. Deadlines are as specified in competition specific submission rules.

3. Communication with participants

- 3.1. BEST SECONDS will notify you on the following occasions:
 - When your video is being selected for public voting.
 - When your video is among the winners.
 - When one of our partner companies is interested in purchasing your video.
- 3.2. BEST SECONDS has the right to contact you on any matter required to ensure participation in the competition.
- 3.3. BEST SECONDS has the right to contact you regularly to update on progress of the competition
- 3.4. BEST SECONDS will use your contact details to further promote its competitions and inform you about changes and news.
 - You will have subsequently the right and possibility to unsubscribe from promotional newsletters, info mailings and news.

4. Selection, Judging and Prize Money

4.1. BEST SECONDS and in some cases together with the partnering company will select videos to participate in public or jury voting. BEST SECONDS reserves the right to not select a video for undisclosed reasons.

- BEST SECONDS will not select your video if it contains offensive or illegal content.
 - BEST SECONDS has the right to decide what is considered offensive and illegal content based on the regulations and laws of countries the video is being published in.
- BEST SECONDS will not select your video if it doesn't follow the brief provided within the competition specific submission rules or the brief provided by a partner company if the video is made for a partner company.

4.2. Public Voting is being run on a Facebook page.

- Video views, reactions, shares and comments are being included in assessing the winners.
- BEST SECONDS will notify you about publication of your video and provide you with the link to your video.

4.3. Prize Money is being transferred through bank transfer or PayPal

- On request by BEST SECONDS, you are obligated to provide all necessary details for the transfer of the prize money to your account.
- BEST SECONDS will carry any first-party expenses involved in the transfer of the prize money.
- BEST SECONDS will not carry any third-party expenses or expenses occurring at destination for the transfer of the prize money.

5. Release of Rights

5.1. With your submission of a video to BEST SECONDS, you grant BEST SECONDS the exclusive right to publish, use, share and promote your video through pages and platforms owned or run by BEST SECONDS until completion of a competition and BEST SECONDS remains with the non-exclusive right to publish, use share and promote your video through pages and platforms owned or run by BEST SECONDS until you request and BEST SECONDS confirms removal of your video from all its pages and platforms.

- In case you win a competition, BEST SECONDS will always remain with the non-exclusive right to publish, use, share and promote your video through its pages and platforms and you do not have the right to request removal of your video.
- In case one of our partner companies purchases your video, BEST SECONDS will always remain with the non-exclusive right to publish, use, share and promote your video through its pages and platforms and you do not have the right to request removal of your video.
- BEST SECONDS reserves the right to modify your video with a watermark or introductory clause.

- Pages and Platforms owned or run by BEST SECONDS include specifically but not exclusively the website www.bestseconds.org, Facebook pages created and run by BEST SECONDS, pages created and run by BEST SECONDS on FilmFreeway.
- Completion of a competition means the announcement of the winners by the date specified within competition specific submission rules.
- Exclusive means that you are not publishing the video anywhere else.
- You have at any time as of completion of a competition the right to request removal of your video through the following email: info@bestseconds.org. BEST SECONDS will remove your video from all pages and platforms owned or run by BEST SECONDS and confirm the release of all previously granted rights through email within a maximum of 10 working days
- BEST SECONDS will always refer to you as the creator of the video.

5.2. With your submission of a video to BEST SECONDS, you agree to release the rights and waive all interests to your video to a partnering company in case your video is being purchased by the partnering company. BEST SECONDS will keep a non-exclusive, unlimited right to commercially use your unmodified video or unmodified parts of your video on pages and platforms owned or run by BEST SECONDS.

- Rights released to the partnering company specifically mean that the partnering company has the right to commercially use your video.
- Waiving of all interests means that you will not claim any rights towards BEST SECONDS and its partnering company or any further contracted party.
- BEST SECONDS and a partnering company will refer to you as the creator of the video.
- You remain with the right to refer to your video on pages and platforms owned and run by BEST SECONDS as long as your video remains online on these pages and platforms.

6. Ownership of Rights

6.1. With your submission of a video to BEST SECONDS, you confirm that you possess the rights to use all material in your video and you have the permission to submit to BEST SECONDS.

- The rights to use material specifically refers to music, pictures and objects used in your video.
- The rights to use material and have permission to submit to BEST SECONDS requires you to either use copyright free material or have the necessary release forms of actors and creators of material used in your video mentioning the commercial use of your video and agreement to competition specific and general submission rules of BEST SECONDS. Your submitted video does not infringe any copyright, patent, privacy right, publicity right, trademark, service mark or any other personal or property right of any person or entity. You have paid and will pay in full all license fees, clearance fees, and other obligations, of any kind, arising from the exhibition of the video on platforms of BEST SECONDS.

7. BEST SECONDS Partnerships & information sharing

- 7.1. You are aware and agree to that BEST SECONDS is sharing your video and information about you and your video with the public as outlined in the project specific submission rules.
- BEST SECONDS will potentially publish your video together with your name and country of origin on Facebook and potentially on other pages and platforms owned and run by BEST SECONDS.
 - BEST SECONDS will share details about you and your video with its partnering companies.
- 7.2. You are aware and agree to that BEST SECONDS is sharing your video and information about you for its promotional activities.
- 7.3. You acknowledge that although BEST SECONDS is publishing videos on Facebook, it is in no way sponsored, endorsed or administered by, or associated with, Facebook and you completely release Facebook from any interest.