

## **TERMS OF USE AND FESTIVAL RULES**

### **GENERAL PROVISIONS**

By submitting to the Latin American Days on MovieScreenPro Online Film Festival (hereinafter referred as Festival) on the Festival's website you are agreeing to be bound by these web site Terms of Use and Festival's Rules, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws or and present Terms of Use and Festival's Rules.

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

Festival's Producer shall have a right on its own discretion to make any changes to the present Terms of Use and Festival Rules without any prior notifications of participants. Terms of use and Festival Rules become binding from the date of official publishing on the website of the Festival. In case of any conflict of the version of Terms of Use and/or Festival Rules located on Festival's website with any other version of present rules the Festival's website version should prevail.

### **USE LICENSE**

Permission is granted to temporarily download one copy of the materials (information or software) on Festival's web site for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you 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 web site;
- remove any copyright or other proprietary notations from the materials; or
- transfer the materials to another person or "mirror" the materials on any other server.

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

### **MAIN REQUIREMENTS**

To participate in the Festival please submit the film on the Festival's website. The film may be submitted via platforms mentioned on the official 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.

We accept films in any language from around the world produced in Latin American Countries according to the terms mentioned at the rules of the category, but all films in foreign language (not English) must have subtitles in English.

You should select the right category while submitting to avoid disqualification.

We accept web links only, DVD's are not accepted.

After a film has been an official selection, the filmmaker or writer will be notified. Official selection doesn't mean that your film will be screened or awarded at the Festival.

All submissions must have been 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.

### **PRIZES AND AWARDS**

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

- ✓ The cash prize
- ✓ Letter of Award
- ✓ Valuable gift

### **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 other violation of rights. Further, 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 or on any sites linked to this site.

### **RIGHTS OF USE**

Sending or uploading the film on the Festival 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 for promotional or marketing purposes. Upon the Festival's Producer request the filmmaker should sign any kind of document that may be required by the Festival's Producer to use the right as described above.

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

### **WINNERS DETERMINATION AND AWARDS**

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

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

### **MISCELLANEOUS**

No responsibility or liability is assumed by the Festival's Producer for technical problems or technical malfunction for arising in connection with any of the following problems that may

affect the operation of the Festival: telephone, electronic, wireless or Internet connection or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; failure of any email transmissions to be sent or received, lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled submissions or for lost, interrupted or unavailable network, server, hardware or software errors; faulty computer, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Festival, including, without limitation, errors or difficulties which may occur in connection with the administration of the Festival, the processing or judging, the announcement of the prize, the incorrect uploading of the photo or in any related materials.. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Festival or downloading materials from or use of the website.

The Festival is performed in on-line mode.

The Festival Screenings provide by the MovieScreeningPro platform for screenings ([moviescreenpro.com](http://moviescreenpro.com))

You agree that the Festival's Producer shall not be liable to you or to any third party for any modification or termination Festival.

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

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

The Festival'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 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**

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy.

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

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

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

We 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.

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

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

We are 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.

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