

Festival Challenge Terms

- The person who registers a submission will be deemed the entrant ("Entrant"). The Entrant is the one (1) person who is listed and owns the email address in the Website Submission. If any group elects to collaborate on a Submission, they are required to designate one (1) person as the agent of the group to enter the Challenge, agree to these rules and accept the prize on behalf of the group. Neither Vision Connection, LLC ("Sponsor") nor any of the Challenge Parties are liable for any disputes between collaborators arising under or related to the Challenge.
- Each Submission requires a non-refundable \$7 registration fee.
- Each Submission must be the original work of the Entrant produced for the Challenge; it may not have been published previously in any medium; it must not infringe any party's intellectual property or other rights; it must not contain obscene or pornographic material; it must not include threats to any person, place, business, group or world peace; it must not invade privacy or other rights of any person, firm or entity, and it must not in any other way violate applicable laws and regulations.
- Each Submission must not utilize live animals unless the Entrant has obtained the consent of the animal's owner and an affidavit from the animal owner or wrangler that the animal was not harmed in the making of the commercial. Entrants are encouraged to contact the local Humane Society prior to filming the Submission to verify appropriate animal safeguards on set.
- Each Submission must not contain any copyrighted works (other than those owned by the Entrant). Accordingly, unless scored by Entrant or if Entrant possess written authorization from all applicable copyright holders, you should not include any music in your Submission. Use of any unauthorized music may result in disqualification of Submission, in Sponsor's sole discretion.
- Sponsor reserves the right, in its sole discretion, to (i) remove or blur, or to ask the applicable Entrant to remove or blur, any non-material elements (e.g. small logos on clothing, artwork hanging in the background, etc.) or (ii) remove or replace synchronized music, rather than disqualify an otherwise compliant Submission.
- If in Sponsor's determination it is necessary or advisable to make adjustments to an otherwise compliant Submission to comply with Sponsor specifications or requirements for airing, Sponsor may, in its sole discretion, elect to do so, or may ask the applicable Entrant to do so.
- Sponsor reserves the right to edit and alter Entrant's Submission, at its sole discretion and without restriction, for inclusion in a Compilation.
- Sponsor reserves the exclusive right to distribute commercially the Compilation containing Entrant's Submission, and the right to sell or transfer exclusive distribution rights. Profits generated by the sale or transfer of commercial distribution rights by Sponsor (if any) will be distributed between Sponsor and Entrant(s). Video Submission and Episode Slam Writers' Challenge Entrant's share of profits (if any) will be based on the percentage of running time of Entrant's Submission within the Compilation. Screenplay Challenge Entrant's share of profits (if any) will be equal to 25% of net profits from Sponsor's sale of commercial distribution rights.
- Entrants agree that the Sponsor has the sole right to decide all matters and disputes arising from this Challenge and that all decisions of Sponsor are final and binding. Entrants, by submitting their Submissions, agree to release, indemnify and hold harmless the Challenge Parties from any and all liability, loss, damage, cost or claim relate to any allegation regarding their participation in the Challenge including, but not limited to, the awarding or their acceptance or use of any prize, and the use (including the reproduction, display, performance, editing, distribution or the creation of derivative works) by any of the Challenge Parties of their Submission(s).
- Submissions may be reviewed for content before being published or judged; however, such review does not relieve Entrant from responsibility for compliance with all of the Terms. Submissions that do not comply in all material respects with the Terms or that otherwise contain prohibited, or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified, will not be published or will be removed from the Website, and will be ineligible for selection. Sponsor makes the final determination as to which Submissions are eligible to take part in this Challenge and be considered for selection. Certain Submissions may be featured from time to time on the Website or on one or more websites of the Sponsor's choosing during and following the Challenge Period, in Sponsor's sole discretion; being selected as a featured Submission on any website is unrelated to the Judging Criteria and does not guarantee selection as a winner in the Challenge.
- Any other attempt at internet entry is void.
- No responsibility is assumed for lost, late, incomplete, stolen, misdirected or illegible/corrupt entries; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, or unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information.

- Selected Entrants may be required to complete, execute and return an Affidavit of Eligibility, a Liability Release, and where lawful, a Publicity Release, as well as certain other documentation reasonably requested by Sponsor, within three (3) days of notification. Failure to return documents timely, or if an Entrant is found not to be in compliance with these Terms, or otherwise ineligible, may result in disqualification with an alternate winner selected. Where permitted by law, winners, and in those instances when interim drawings have taken place, potential winners who have been selected in the interim drawings, agree to grant to Sponsor and those acting pursuant to its direction or control (and confirm such grant in writing upon request), the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the Winner's Submission, name, portrait, picture, voice, likeness and biographical information as news or information and for advertising, trade and promotional purposes without additional consideration, and without notification, review or approval.
- Failure to make such appearances or grant such rights may result in disqualification with an alternate winner or potential winner selected; and while not obligated to do so, Sponsor may in its sole discretion, bear such reasonable costs and expenses which Sponsor, in its sole discretion, deems appropriate for Winner or potential winners to appear for a presentation or other activity.
- By accepting selection as a Winner, Entrant agrees that any Affidavit and/or Releases, and any grant of permission to use the Winner's name, portrait, picture, voice, likeness and biographical information, as stated above, may be secured by Sponsor electronically, for example but not limited to, by email or by facsimile, and such secured Affidavit and/or Releases and permission will have the same force and effect as if any of them had been secured in a written document which was physically executed by the Winner.
- Further, Winner releases and agrees to hold harmless the Challenge Parties from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from participation in any Challenge related activity, or participation in this Challenge.
- Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole determination, to be tampering with the entry process or the operation of the Challenge or Website; to be in violation of the Terms of Service of the Website; to be acting in violation of the Terms; to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods and persons using any such methods will be disqualified. Each Submission must be manually entered by the individual Entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or Challenge service) will be disqualified and transmissions from these or related email or IP addresses may be blocked. The accumulation of entries generated through robotic, automatic, macro, or like methods is also strictly prohibited. Sponsor's determination of whether an Entrant is accumulating entries generated through automated means is in Sponsor's sole discretion.
- **CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEESPTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**
- If for any reason this Challenge is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Challenge, Sponsor reserves the right to cancel, terminate, modify or suspend the Challenge. If the Challenge is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted at <http://www.festivalchallenge.com>.
- Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof.
- Sponsor is not responsible for any incorrect or inaccurate capture of information or the failure to capture such information, whether caused by web site users, tampering or hacking, or by any of the equipment or programming associated with or utilized in the Challenge and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or

transmission, communications line failure, theft or destruction or unauthorized access to the web site. Sponsor is not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Challenge or downloading materials from or use of the Website.

- IN NO EVENT WILL SPONSOR OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THIS CHALLENGE, ACCESS TO AND USE OF INTERNET SITES www.festivalchallenge.com, www.indiefilmchallenge.com, or www.episodeslam.com OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE, INCLUDING THE CHALLENGE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
- Except where prohibited, as a condition of participating in this Challenge, Entrant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Challenge, or any prizes awarded, or the determination of Winners shall be resolved individually, without resort to any form of class action exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then effective. Further, in any such dispute, under no circumstances will Entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Challenge), and participant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of participant and Sponsor in connection with this Challenge, shall be governed by, and construed in accordance with, the laws of the State of Colorado, U.S.A., without giving effect to the conflict of laws rules thereof, and all proceedings shall take place exclusively in the State in the City of Denver, County of Denver. In the event of a dispute as to the identity of a Winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the email account submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.