

## **MY FORT WORTH SHORT FILM COMPETITION RULES**

**CONTEST TIMELINE:** The My Fort Worth Short Film Competition (“competition”) begins April 1, 2016 and ends August 31, 2016 at 11:59PM (“entry period”). Entries will be judged by Lone Star Film Festival judges between September 1, 2016 and September 20, 2016. Five finalists will be notified on or before October 5, 2016. Finalists’ original projects will be screened sometime during the Lone Star Film Festival in Fort Worth, Texas, November 10-13, 2016. One (1) winner will be announced to the public on November 13, 2016 during Lone Star Film Festival. Select entries will be showcased on the FilmFortWorth.com website through November 31, 2017.

**HOW TO ENTER:** During the contest period, individuals, organizations or production companies (“entrants”) who wish to enter the competition must create an original 2:00 (two-minute) film, documentary, music video or animated short and upload the completed project to <https://filmfreeway.com/festival/LoneStarFilmFestival> (“competition page”). Entrants do not have to reside in Fort Worth in order to enter but all content must be filmed within the Fort Worth city limits and adhere to Fort Worth film and permitting guidelines. There is no limit to the number of entries an entrant may submit.

### **ENTRY REQUIREMENTS:**

- a) All content of submissions must be filmed within the Fort Worth city limits and adhere to city, district and county permitting guidelines.
- b) Animated projects must be produced within Fort Worth city limits and feature Fort Worth locations within the storyline.
- c) Running time for submissions is 2:00 (two minutes), including any titles and/or credits. Entries longer than 2:00 (two minutes) will be disqualified.
- d) The competition is open solely to original, newly-created entries, or original, previously-created content which has not been distributed to the public (including, without limitation, display on YouTube, elsewhere on the internet, theatrical distribution, television broadcast or any other public dissemination) prior to April 1, 2016.
- e) All rights in and to the entries, including but not limited to any third party trademarks and logos, names, likenesses, and musical material as may be contained therein (collectively, "Third Party Elements"), must be cleared through November 31, 2017 at a minimum, for non-exclusive worldwide online/internet use by the competition entities (inclusive of internet television and online/internet access via televisions, mobile devices and/or any other devices capable of accessing the internet) as well as in-flight and film festival exploitation by the competition entities, without imposing any royalty or payment obligations upon the competition entities. Any entries for which such rights have not been cleared through such date are subject to disqualification at the competition entities' discretion. Potential finalists may be required to show proof of clearance of any and all Third Party Elements prior to designation as a finalist.
- f) If an entry is in a language other than English, entrant must provide complete English subtitles for any and all dialogue and pertinent textual material (i.e., material which a viewer would generally need to understand in order to follow the storyline).

**ENTRY TERMS:** By entering, regardless of country of entry, each entrant represents and warrants to the Fort Worth Film Commission, the Lone Star Film Society, Inc., and the Fort Worth Convention And Visitors Bureau (collectively, the “competition entities”) that he or she is the owner of the entry and has obtained all of the rights, licenses, and permissions in writing from any person appearing in, or whose material is featured in, the entry (or from the relevant person's parent/legal guardian if any such person(s) is considered a minor in his/her country of residence); and that his/her entry:

1. is not subject to any third party agreement(s), and no third party consents and/or licenses are required in connection with such entry's use hereunder, and that the competition entities will not be required to pay or incur any sums to any person or entity, including without limitation, any copyright collecting societies or holders of copyrights, performers' rights, neighboring rights, or moral rights, or persons representing such, and any person acting on their behalf as a result of its use or exploitation of the idea or video or rights therein;
2. has not been filmed in any location(s) requiring permits from local authorities and/or other applicable entities unless such permissions have been obtained;
3. does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of the Released Parties or any other individuals and/or entities;
4. does not contain pornographic or graphic sexual content, hateful content of any kind (including racism, sexism, etc.), content which intentionally incites violence or harm to another living creature, or any other knowingly offensive, obscene or inappropriate content;
5. does not intentionally promote or incite intimidation, harassment, or bullying of any individuals or groups of individuals;
6. does not violate any applicable local, state, national or international law or include any content that would encourage or provide instructions for a criminal offense; and
7. has not been and is not the subject of any claim or legal proceedings of any kind and does not contain any material (whether literary, dramatic, artistic, musical or otherwise) which has been or is the subject of any claim or legal proceedings of any kind.
8. does not contain any concepts, ideas, musical compositions, sound recordings, audio-visual works or other creative elements or intellectual property of a third party or contain any use of the names, likenesses, photographs, or other identifying elements, in whole or in part, of any other person, living, or dead, without written permission. If the entry contains any material or elements that are not owned by the entrant, entrant is responsible for obtaining any and all releases and consents necessary to permit the use and exhibition of the entry by the competition entities in the manner set forth in these Official Rules.

By entering the competition each entrant expressly grants a non-exclusive, perpetual, irrevocable, worldwide, transferable, sub-licensable, fully-paid and royalty free license to the competition entities to copy, distribute, publicly perform, publicly display, create derivative works based on, and otherwise fully use and exploit such entry, including without limitation by posting such entry for public viewing on FilmFortWorth.com. Each entrant represents and warrants that it has full right, power and authority to grant the aforementioned license.

Each entrant will indemnify, release, and hold the competition entities harmless from and against any and all losses, including without limitation reasonable attorney's fees, related to any claims based on his/her entry, including without limitation any claim that such entry infringes, violates, or misappropriates any third party's trademarks, copyrights, moral rights, performer's rights, rights of publicity, privacy rights, or other intellectual property rights.

If the competition entities determine in their sole discretion that an entrant has materially breached a representation or warranty at any time during the competition, then the entry will be disqualified. The competition entities reserve the right to review all entries received during the entry period and will only post Entries on the competition page and FilmFortWorth.com websites that conform to these Official Rules, as determined by the Competition Entities in their sole discretion ("Eligible Entries"). Entries that do not comply with these Official Rules as determined by Competition Entities, in their sole discretion, will be disqualified from the Competition and will not appear on the competition page or FilmFortWorth.com.

## **JUDGING**

All Entries received during the entry period will be reviewed by a jury of Lone Star Film Festival judges ("judging panel") to determine eligibility based on the entry requirements, as well as to initially identify top-scoring entries based on the following, equally-weighted criteria (collectively, the "Criteria"):

Judging criteria:

1. Storytelling
2. Creativity and Originality
3. Screenplay and Actor(s) Performances
4. Technical Execution: Camera/Sound/Lighting/Editing
5. Overall Impression

The top five (5) highest-scoring entries will be designated as "finalists" and their original works will be screened during the Lone Star Film Festival, November 10-13, 2016. One (1) winner from the five finalists will be announced to the public on November 13, 2016 during Lone Star Film Festival.

## **FINALISTS**

The finalists will be notified of their selection via email or phone on or about October 5, 2016 and will/may be required to sign and properly execute any necessary documents from those listed below

and return them via email or facsimile (and subsequently by mail) to the Fort Worth Film Commission within 72-hours of notification:

1. Filmmaker Agreement and Release;
2. Such other agreements as may be required by the Competition Entities, including but not limited to any documentation as may be required by the Competition Entities to confirm clearance of any Third Party Elements as may be contained in the Entry (together, the "Releases").

If any Releases sent by any means to finalists are returned as undeliverable, if finalist or alternate finalists cannot be reached within a reasonable time period (as determined by the Competition Entities) or fails to properly execute and return any necessary Releases within the time period noted, or if a finalist or alternate finalist is found not to be eligible or not in compliance with these Official Rules, the finalists or alternate finalists will be disqualified and, at the sole discretion of the Competition Entities, the individual who submitted the next highest scoring Entry (per Category) may be selected to replace such finalist or alternate finalist, time permitting. Each Entrant acknowledges and agrees that the Competition Entities reserve the right to disqualify any finalist at any time, in their sole discretion, on the basis of anything contained in or learned or obtained as a result of any submitted Release or any other documentation requested by any of the Competition Entities that, in their sole opinion, would constitute a breach of these Official Rules.

**REQUIREMENTS:** No purchase or payment is necessary to enter or to win. The competition is subject to applicable U.S. federal, state, local and municipal laws and regulations. Void where prohibited or restricted by law.

**PERSONAL INFORMATION:** To enter, you must voluntarily submit on the entry form your first and last name, e-mail address, phone number and zip code of residence. You represent and warrant that this information is complete and accurate. The competition entities may use this information to contact you about the competition or your entry, to keep you informed about events and promotional opportunities, to enforce these rules, or as otherwise required by law. If the competition entities send you any promotional materials via e-mail, such materials will include a link or other instructions allowing you to opt-out if you do not wish to receive such materials in the future. The competition entities will not share your personal information with any third parties.

**ELIGIBILITY:** The competition is open only to legal residents of the United States of America who are 18 years of age or older. Employees of the Fort Worth Convention & Visitors Bureau, Fort Worth Film Commission, Lone Star Film Society and its affiliated companies (including parents, affiliates, and subsidiaries) and their immediate family members are not eligible to participate in the competition or win prizes. The term, "immediate family members," includes spouses, grandparents, siblings, children, grandchildren, and persons with whom the employee is domiciled.

**PRIZE:**

Five (5) finalists will receive two all-access passes to the Lone Star Film Festival (good November 10-13, 2016) and have their entry screened during the festival.

One (1) winner among the five (5) finalists will receive a \$500 AMEX Card, a two-night stay at a downtown Fort Worth hotel during Lone Star Film Festival (in addition to having their entry screened during Lonestar Film Festival and two all-access passes).

These offers are not redeemable for cash and must be redeemed for the year 2016, or unless otherwise noted in expiration. Winner must sign and return Fort Worth Film Commission Release form in order to claim prize. The Fort Worth Film Commission also reserves the rights to cancel, terminate, modify, or suspend the giveaways at any time. All other expenses relating to the Grand Prize package not specified are the sole responsibility of the winner. No cash equivalent is available. No substitution or transfer of prize permitted except as provided herein.

**NOTIFICATION:** The five finalists and one winner (among the five finalists) and will be notified of the prize via email and/or voicemail, on October 5, 2016. If the potential winner (s) cannot be contacted, does not respond within three (3) business days, or the Fort Worth Film Commission notification is returned as undeliverable, the potential winner forfeits all rights to the prize, and an alternate winner may be selected. Prizes will be delivered to winners via standard shipping by standard carrier or can be picked up at the Fort Worth CVB office located at 111 West Fourth Street Suite 200 Fort Worth, TX 76102.

**WINNER ACCEPTANCE:** The winner may waive his or her right to receive a prize. Prizes are non-assignable and non-transferable. The winner is solely responsible for the reporting and payment of any taxes on prizes. As a condition of receiving a prize, the winner acknowledges that failure to comply with any term or condition of these Official Rules may, at the sole discretion of the Fort Worth Film Commission, result in winner's disqualification and the forfeiture of his or her interest in the prize. Except where prohibited, participation in the Contest constitutes the winner's consent to the publication of his or her name and image (if a picture has been provided by the winner) in online promotional announcements and other promotional material and to the inclusion of his or her name and image in any other related publications or web sites for any commercial or promotional purpose, without limitation or additional compensation.

**PARTICIPATION:** Participation in the competition constitutes an agreement by each entrant to comply with these Official Rules. The Fort Worth Film Commission reserves the right to cancel or modify the Contest if it determines, in its sole discretion, that fraud or technical failures have destroyed the integrity of the Contest.

**LIMITATIONS OF LIABILITY:** By entering the Contest, contestant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Contest or any prizes awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and

awards shall be limited to actual out-of-pocket costs incurred by the claimant, including costs associated with entering the Contest, but expressly excluding claimant's attorneys' fees; and (3) under no circumstances will any contestant be permitted to obtain any award for, and contestant hereby waives all rights to claim, punitive, incidental or consequential damages and/or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

#### **TECHNICAL LIMITATIONS OF LIABILITY**

Competition Entities nor any of their respective parents, subsidiaries, advertising and promotion agencies, legal and financial advisors, any and all companies associated with this competition are not responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the competition website, for problems uploading any entries or downloading any competition-related materials from the competition website, or for late, lost, stolen, damaged, misdirected, incorrect, garbled, delayed, undelivered or incomplete entries, or other materials, except to the extent resulting from the negligence of a released party. For purposes of these Official Rules, receipt of entry occurs when the entrant uploads his/her submission to the competition website. Any entry/entrant information collected during the competition shall be used only in a manner consistent with the consent given by entrants, at the time of entry, with these Official Rules.

**CONSTRUCTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and the Fort Worth Film Commission in connection with the competition, shall be governed by, and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions of any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of Texas. The Fort Worth Film Commission will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other Contest materials. The headings are for convenience only. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**GENERAL RELEASE:** By entering the competition, you release the competition entities, their vendors or promotional sponsors, and each of their respective affiliated companies (including parents, affiliates and subsidiaries), directors, officers, employees, representatives, and agents from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest, your entry, or the acceptance, possession, or use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, moral rights, or portrayal in a false light).

**14. CONTACT:** The Contest is sponsored by the Fort Worth Film Commission, 111 W. 4<sup>th</sup> Street, Suite 200, Fort Worth, TX 76102, whose decisions regarding the selection of winners and all other aspects of Competition shall be in its sole discretion, final, and binding in all respects. If you have any questions regarding this Contest, please e-mail: [JessicaChristopherson@fortworth.com](mailto:JessicaChristopherson@fortworth.com).