

School Pix Competition Terms and Conditions

Last Modified August 31, 2018

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ENTERING A COMPETITION AND SUBMITTING YOUR SHORT FOR CONSIDERATION, YOU ARE GRANTING CERTAIN RIGHTS IN YOUR FILM TO FILMAKA LLC AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS.

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1. Definitions

Capitalized words used herein have the following meanings:

“Acceptance” means Filmaka’s acceptance of a Short meeting the requirements of Paragraph 2.

“App” means Filmaka’s online entertainment application for devices.

“Competitions” means the School Pix Competition and Final Competitions collectively.

“School Pix Competition Terms and Conditions” means these Terms and Conditions.

“Filmaka” means Filmaka LLC.

“Final Competitions” means the Final Competitions run by Filmaka pursuant to Paragraph 4.

“Final Short” means a short film no more than two (2) to three (3) minutes in length entered into a Final Competition.

“Jury” means a panel of jurors appointed by Filmaka for each Competition from a pool of industry professionals selected by Filmaka from time to time.

“Member” means an individual who has validly joined the membership of Filmaka as determined by Filmaka in its sole discretion.

“Periodic Competitions” means the Periodic Competitions run by Filmaka pursuant to the Competition Terms and Conditions on the Site. [ADD LINK HERE]

“Registered User” means a user who is a Student and has a registered account for the Site.

“User Generated Content” has the meaning set forth in Paragraph 7.

“School” means a higher learning educational organization that offers film making classes and is participating in the School Pix Competition.

“School Pix Competition” has the meaning set forth in Paragraph 3.

“Short” or “Shorts” means one or more pre-existing short films up to twenty minutes (20) in length for entry into a Competition.

“Site” means Filmaka’s online entertainment service website.

“Student” means any student attending a School with an appointed e-mail address ending in “.edu” or with any appointed School email address that contains the School identification.

“Registered User” means a user who is a Student and has a registered account for the Site.

“User Generated Content” has the meaning set forth in Paragraph 7.

2. Submission Requirements

In order to validly submit a Short for any School Pix Competition, it must meet all of the following conditions for Acceptance, as determined by Filmaka in its sole and absolute discretion:

You must be a Student and Registered User of the Site.

The Film must not contain any content that would be rated more restrictively than “R”.

You must submit your correct name and email address.

You must accept these Terms and Conditions.

You must enter a valid electronic signature.

You must be of legal age in the jurisdiction in which you live.

3. School Pix Competition and Prizes for Shorts

Students of participating Schools upload their existing Shorts (not exceeding 20 minutes in length) during the submission period as specified by Filmaka. Up to ten (10) Shorts will be selected through the following voting process: Up to five (5) Shorts by Students who submitted Shorts and voted for Shorts in the applicable School Pix Competition, up to three (3) Shorts by Registered Users, and up to two (2) Shorts by executives of Filmaka. The Prize is the right for the winning Students to enter into the Final Competition

School Pix Competition winners will be screened for the Jury. The Jury will then select up to two (2) Shorts. The Prize is the right for the winning Students to enter into the Final Competition.

4. Final Competitions and Prizes for Final Shorts

At the end of the School Pix Competition, subject to the Competition Terms and Conditions on the Site [ADD LINK HERE], the prize winners of the School Pix Competition, i.e. the two (2) selected shorts by the Jury, shall automatically have the right to enter a Final Short into one of Filmaka’s Final Competitions, along with three (3) prize winners of each of Filmaka’s Periodic Competitions (thirty six [36] prize winners total). FOR THE AVOIDANCE OF DOUBT, ALL STUDENTS ELIGIBLE TO ENTER A FINAL COMPETITION WILL BE REQUIRED TO JOIN FILMAKA AND BECOME A MEMBER PRIOR TO ENTERING THE FINAL COMPETITION.

For each Final Competition, Filmaka provides a competition topic or theme, for example, “The Affair.”

The prize winners of the Periodic Competitions and the School Pix Competitions will each create a Short about that topic and upload it within the timeframe specified by Filmaka.

One (1) grand prize winner of the applicable Final Competition will be chosen by all Members who submitted a Final Short in the Periodic Competitions occurring during the previous twelve (12) competitions (excluding any Members who submitted a Final Short for the applicable Final Competition) the Jury, and Filmaka executives, to make a feature film produced by Filmaka in conjunction with Riverstone Pictures Ltd.

5. Voting Rules

Only Registered Users are eligible to vote for Shorts in]School Pix Competition.

Voting begins two (2) days after the applicable School Pix Competition closes stays open for twenty-one (21) days. Votes can be changed before the twenty one (21) day period expires; after this period all votes are final.

For each Short which a Student submits in a School Pix Competition, a Student is permitted to cast five (5) votes in a five (5) star ranking system in such School Pix Competition either on the Site or through the App, with five (5) stars awarded to the Student's first choice and one (1) star awarded to the Student's fifth choice. A Student may not vote for the Short the Student has submitted. **IN ADDITION, IF THE STUDENT DOES NOT VOTE FOR FIVE (5) SHORTS DURING THE TWENTY ONE (21) DAY PERIOD, THE STUDENT 'S SUBMITTED SHORT WILL BE DISQUALIFIED.**

A Registered User who does not submit a Short to a Competition is permitted to cast one (1) vote through the App only.

All voting is anonymous.

6. User Generated Content

By using the Site and uploading a Short for any School Pix Competition you agree that the Short is User Generated Content as defined in the Terms of Use and you agree to all terms and conditions of such User Generated Content therein. For ease of reference the language from the Terms of Use is provided below. Please read carefully. All capitalized terms not defined herein in this Paragraph 7 shall have the same meaning ascribed to them in the Terms of Use. In the event of a conflict between the School Pix Competition Terms and Conditions and the Terms of Use, the School Pix Competition Terms and Conditions control.

The Filmaka Services may allow you to communicate, submit, upload or otherwise make available text, images, audio, video, competition entries or other content ("User Generated Content"), which may be accessible and viewable by the public. Access to these features may be subject to age restrictions. You may not submit or upload User Generated Content that is defamatory, harassing, threatening, bigoted, hateful, violent, vulgar, obscene, pornographic, or otherwise offensive or that harms or can reasonably be expected to harm any person or entity, whether or not such material is protected by law.

We do not claim ownership to your User Generated Content, unless otherwise set forth in the Competition Terms and Conditions (as defined below); however, you grant us a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available and otherwise exploit such User Generated Content, in whole or in part, in all media formats and channels now known or hereafter devised (including in connection with the Filmaka Services and on third-party sites and platforms such as Facebook, YouTube and Twitter), in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity.

You represent and warrant that your User Generated Content conforms to these terms and that you own or have the necessary rights and permissions, without the need for payment to any other person or entity, to use and exploit, and to authorize us to use and exploit, your User Generated Content in all manners contemplated by these terms. You agree to indemnify and hold us and our subsidiary and affiliated companies, and each of their respective employees and officers, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against us by any third party arising out of or in connection with our use and exploitation of your User Generated Content. You also agree not to enforce any moral rights, ancillary rights or similar rights in or to the User Generated Content against us or our licensees, distributors, agents, representatives and other authorized users, and agree to procure the same agreement not to enforce from others who may possess such rights.

To the extent that we authorize you to create, post, upload, distribute, publicly display or publicly perform User Generated Content that requires the use of our copyrighted works, we grant you a non-exclusive license to create a derivative work using our copyrighted works as required for the purpose of creating the materials, provided that such license shall be conditioned upon your assignment to us of all rights in the work you create. If such rights are not assigned to us, your license to create derivative works using our copyrighted works shall be null and void.

We have the right but not the obligation to monitor, screen, post, remove, modify, store and review User Generated Content or communications sent through a Filmaka Service, at any time and for any reason, including to ensure that the User Generated Content or communication

conforms to these terms, without prior notice to you. We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations posted or sent by users.

7. Invalid Submissions

If a submission of a Short is invalid for any reason, Filmaka will have the right, in its sole discretion, to implement one or more of any of the following sanctions: forfeiture of the submission fee or prize money for that submission; rejection or rescission of Acceptance and of

the Film's status as a prize winner of any Competition (in which case the remaining Film shall move up one place); or refusal to accept future submissions.

8. Competition Restrictions

Filmaka reserves the right to cancel a Competition in the event that Filmaka determines, in its sole discretion, that there are an insufficient number of entries submitted for a Competition.

Filmaka reserves the right to restrict the right to vote in a Competition to those entering the Competition.

9. Your Representations and Warranties

You represent and warrant that you have the full right and authority to grant the User Generated Content and that the exploitation of the User Generated Content will not violate any rights of any persons.

10. Indemnity

You hereby indemnify and hold us harmless if Filmaka incurs any loss, cost, or expense (including attorneys' fees), due to any claim by you or any other parties relating to any exploitation of the User Generated Content.

11. No Downloading or Copying

You agree not to download or copy any Shorts, and you will indemnify Filmaka for any loss, cost, or expense (including attorneys' fees) if you breach this provision.

12. Notices

All notices shall be in writing and shall be delivered by e-mail to each party's last known email address.

13. Entire Agreement

These Terms and Conditions and the other items referred to herein represent the complete agreement of the parties relating to the subject matter hereof.

14. Amendment

Filmaka reserves the right to amend these Terms and Conditions at any time by posting notice thereof on the Site.

15. Governing Law

These Terms and Conditions are governed by the laws of California (i.e., without regard to its conflict of law principles). The exclusive location for any litigation relating to these Terms and Conditions shall be the courts located in Los Angeles, California and you expressly consent to the jurisdiction of such courts.

16. Taxes

By law, if any prize or award money is given, Filmaka is required to withhold (i) thirty percent (30%) of all prize and award money and remit it to the U.S. IRS unless the Student is a U.S. citizen or resident and submits to Filmaka a signed Form W-9 with the Student's social security number and (ii) seven percent (7%) of all prize and award money and remit it to the California Franchise Tax Board. All Students should check with their local tax advisors as to whether any withheld taxes are available as a credit against local taxes. If the Student does not submit to Filmaka a signed Form W-9, it must submit to Filmaka, prior to payment of the prize and award money, the appropriate W-8 to confirm the Student's 's foreign tax status.

17. Disclaimer

It is possible that Films posted to the Site may be downloaded or copied by third parties without our permission, and you waive any claim against Filmaka for such actions.

Filmaka is not responsible for telecommunications, network, electronic, technical or computer failures of any kind or for lost, stolen, misdirected, mutilated, damaged, garbled, delayed, misdirected, incorrectly addressed, undeliverable, destroyed, late, incomplete or illegible submissions, including: any hardware or software failures of any kind; lost or unavailable network connections; failed, incomplete or garbled computer, telephone or satellite transmissions; incorrect, inaccurate transcription or loss of submission information; typographical or system errors; any viruses transmitted to computers of Students via the internet; problems or technical malfunctions of any telephone network or lines, computer online systems, servers, providers or computer equipment; or technical problems or traffic congestion on the internet or any combination thereof; or for any technical or human errors associated with the Competition.

Entries that are generated by a script, macro or other automated means and/or otherwise not in compliance with these rules will be disqualified. Filmaka shall have the sole and absolute discretion to determine if a submission is in compliance with these Terms and Conditions.

Filmaka is not responsible for typographical or other errors in the offering or administration of this Competition, including but not limited to errors in advertising, the Terms and Conditions, the selection and announcement of winners or the distribution of any prize.

Filmaka shall not be responsible for any injury or damage to a Student's or any other person's computer related to or resulting from participating in the Competition, or downloading any material for the Competition which may limit a Student's ability to participate.

Filmaka may disqualify anyone from participating in the Competition or winning a prize, if in its sole discretion, it determines that such person is attempting to undermine the legitimate operation of the Competition by cheating, hacking, deception or other unfair practices or intending to annoy, abuse, threaten or harass any other Students or Filmaka's representatives.

Filmaka reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition at any time should virus, bugs, unauthorized human intervention, or other causes beyond the control of Filmaka corrupt or adversely affect the administration, security, fairness, integrity or proper operation of the Competition.

CAUTION: ANY ATTEMPT BY A STUDENT TO DELIBERATELY DAMAGE THE SITE FILMAKAOR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, FILMAKA RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH STUDENT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Filmaka shall have the sole right to disqualify anyone for violation of these Terms and Conditions or any applicable laws relating to the Competition, or tampering with any element of this Competition, and to resolve all disputes in its sole discretion.

The Terms and Conditions, as set forth herein, are not subject to amendment or counter-offer, except as set forth herein. In no event shall Filmaka, its parents, partners, and affiliated companies, their respective agents, employees, directors, officers and legal advisors and any other companies or entities participating in the design, administration or fulfillment of this Competition, be liable for personal injuries, damages, expenses or costs or losses of any kind resulting from participation or inability to participate in this Competition or acceptance of or use or inability to use a prize or parts thereof, including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or

unintentional), whether under a theory of contract, tort (including negligence), warranty, or other theory.

18. Further Actions

Student agrees to execute any and all documents and take any other actions reasonably required to effectuate the purposes of these Terms and Conditions. You appoint us attorney-in-fact for such purposes (it being acknowledged that such appointment is irrevocable and coupled with an interest) with full power of substitution and delegation if you fail to do so within five (5) business days of our written request.

19. Disqualification

ALL COMPETITIONS ARE VOID WHERE PROHIBITED BY LAW. Persons included in either of the following categories are not eligible to participate or win a prize:

Persons who are employees or agents of Filmaka or its parent companies, affiliates, subsidiaries, advertising or promotion agencies, and their immediate families (spouse, parents, children and siblings and their respective spouses) and individuals living in the same household of such persons; and

Persons who are engaged in the development of, production of, distribution of materials of, or selection of Students for, and/or the winners for, any Competition.

20. Execution

By clicking the appropriate "I Accept" button below, you are "signing" these Terms and Conditions for all purposes under applicable law, including the United States Copyright Act and the Electronic Signatures and Global and National Commerce Acts.