

## Fast Forward Film Festival

### Official Entry Rules

NO PURCHASE OR FEE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

#### ABOUT THE FAST FORWARD FILM FESTIVAL

The Fast Forward Film Festival invites emerging and established filmmakers to submit a short film to the inaugural Fast Forward Film Festival. The Fast Forward Film Festival showcases independent short films that inspire a deeper connection to the environment. As an incubator for innovative thinking and artistic expression, FFFF encourages films that tap into the local experience, compel audiences to engage with the community, and raise environmental awareness.

#### RULES FOR THE FAST FORWARD FILM FESTIVAL

These Official Entry Rules (these "**Rules**") for the Fast Forward Film Festival (the "**Festival**") are part of the Terms and Conditions of Use & Privacy Policy that govern the use of <http://www.fastforwardroc.org> (the "**Sponsor's Website**"), where the Festival entries are submitted. The Festival is administered by The Lost Bird Project (the "**Sponsor**").

#### Entry Rules

##### Eligible Participants

The competition is open to residents of the greater Rochester, New York area. Participants are responsible for ensuring their submission is in compliance with legal requirements. Each person who submits an Entry is referred to herein as an "**Entrant**."

Entrants may enter on their own behalf or on behalf of any organization or group, provided that the person submitting the Entry is legally authorized to agree to all terms set forth in these Rules on behalf of such organization or group.

Staff members of the Sponsor and their family members, as well as members of the Jury (as defined herein) and their family members, may submit Entries, but such Entries are not eligible to be a Winner (as defined herein).

BY SUBMITTING AN ENTRY, EACH ENTRANT AGREES TO THE TERMS SET FORTH HEREIN, INCLUDING WITHOUT LIMITATION THE ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AND RELEASE OF LIABILITY AS SPECIFIED IN THE SECTION OF THESE RULES ENTITLED "COMPETITION TERMS."

##### Eligible Entries

Each video submitted to the Sponsor for the Festival (each, a "**Video Submission**") must be under five minutes in length and must comply in all respects with these Rules. Video Submissions must be submitted in one of the following electronic formats: AVI, MOV, MPG or WMV. All files must be under 1GB.

Video Submissions of all genres and styles will be accepted. The videos may be recorded in any language, but English subtitles are highly encouraged. All Video Submissions must tell a story to help raise awareness about the earth or the environment, as further described by the Judging Criteria, set forth below.

Entries must be the original works owned entirely by the Entrant. Entries may not contain any material that: (i) violates or infringes upon the rights of any third party, including, without limitation, copyrights, trademarks or rights of privacy or publicity; (ii) is unlawful, in violation of or contrary to any applicable laws or regulations; or (iii)

would require a license or permission from or payment to any third party if used by the Sponsor.

All content belonging to third parties shall be noted and, where appropriate, cited.

The Sponsor, in its sole Discretion, may require as a condition of eligibility that the Entrant submit to the Sponsor any waiver, release, assignment or other agreement, in a form satisfactory to the Sponsor in its sole discretion, evidencing that such Entrant has obtained permission from any or all third parties that: (i) are depicted in such Entrant's Entry; or (ii) may have rights to any content depicted in such Entrant's Entry.

### Entry Procedure

Entries must be submitted via the Fast Forward website between 8 a.m. EDT on Aug. 8, 2016 and 11:59 p.m. EDT Feb. 27, 2017 (the "**Video Submission Period**").

Each Video Submission must be submitted together with such other information requested by the Sponsor on the Sponsor's Website. Such information, collectively with the Video Submission is referred to herein as an "**Entry**." No entry materials will be returned.

### **Screening Process; Judging Criteria; Selection of Winners**

#### Screening Process

The Sponsor shall organize a committee of individuals (the "**Festival Committee**"), the membership of which shall be determined by the Sponsor in its sole discretion.

The Festival Committee will verify that the Entrant and the Entry meets the eligibility criteria set forth above and that the Entry is consistent with the Competition Terms (as defined herein). The Festival Committee may disqualify any Entry that contains any material that the Festival Committee, in its sole discretion, deems inappropriate for public dissemination in connection with the Festival.

All eligibility determinations shall be made in the sole discretion of the Festival Committee.

All Entries that pass this screening process will be eligible for inclusion in the Festival. In addition, each Entry that is eligible to be selected as a Winner, which eligibility will be determined in the sole discretion of the Festival Committee, shall be submitted to the Jury to be judged as set forth below.

#### Judging Criteria and Scoring Procedure

The Sponsor will organize a committee of individuals (the "**Jury**"), the membership of which shall be determined by the Sponsor in its sole discretion, which shall judge the eligible Entries according to the criteria and procedure set forth herein.

The Jury will assign a score to each Entry submitted to it by the Festival Committee for each of the following criteria (each of which is also referred to herein as a "**Category**"):

- 1) Inspiring, compelling, and engaging
- 2) Unique perspective
- 3) Call to action

In addition, the Jury may consider the production value and the artistic expression (the "**Other Criteria**") of the Video Submission. The Jury will use any reasonable and consistent method to score each Entry, as determined by the Jury in its sole discretion. The Jury will calculate an overall score for each Entry (the "**Overall Score**") based on the total score assigned to each Entry for each Category and the Other Criteria.

ALL DECISIONS OF THE FESTIVAL COMMITTEE AND JURY ARE FINAL AND NOT SUBJECT TO

## NEGOTIATIONS, CHALLENGE, OR APPEAL.

### Prizes

For the Adult Program:

- (3) Winners of the adult program will each receive an award of \$1,000.
- The Audience Choice Award recipient will receive an award of \$500.

For the Youth (under 18) Program:

- (3) Winners of the youth program will each receive an award of \$500.
- The Audience Choice Award youth recipient will receive an award of \$250.

Each Category Honorable Mention shall receive special recognition<sup>1</sup> at the Festival. Each such cash prize or special recognition is referred to herein as a “**Prize**.”

### Notification and Receipt of Prizes

The Sponsor will notify each Category Winner and Category Honorable Mention April 5, 2015. As a condition to receiving a Prize, each Category Winner and Category Honorable Mention must complete and return: (i) an Assignment and Release in the form provided by the Sponsor; and (ii) any tax information/withholding forms requested by the Sponsor. Such Winner must respond within five (5) days of the notice, after which time the Sponsor may, in its sole discretion, cancel such Winner's eligibility and select a new Category Winner or Category Honorable Mention, as applicable. The prizes are not transferable and assignable. All federal, state, country, provincial and other tax liabilities (including income and withholding taxes) and any other costs and expenses associated with prize acceptance and use not specified herein as being provided are the responsibility of the Prize Winners.

The Prize Winners will be contacted and prizes would be paid in US Dollars,

### **Competition Terms**

By submitting an Entry, each Entrant:

1. Agrees to all of the terms and conditions of these Rules;
2. Forever grants and assigns to the Sponsor a license to use the film for the festival and other promotional or educational purposes for all media, world wide in perpetuity.
3. Grants the Sponsor permission to interview such Entrant and make video and/or audio recordings of such Entrant (collectively, the “**Additional Materials**”),
4. Grants the Sponsor permission to use such Entrant's name, voice and likeness and the Additional Materials in their original or altered form, in any media format now existing or hereinafter invented, for any purpose whatsoever;
5. Grants the Sponsor all right, title and interest such Entrant has or may have in the Additional Materials; and
6. Releases and forever discharges the Sponsor, its affiliates (including without limitation the Festival) and Rochester Movie Makers, Inc. and each of their respective officers, directors, owners, partners, employees, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from any and all claims, losses or damages whatsoever, known or unknown, which such Entrant now has or may have against the Releasees in the future arising out of or related in any way to such Entrant's Entry or any other participation in the Festival.

By submitting an Entry, each Participant represents and warrants that such Entrant:

1. Is legally eligible and authorized to: (i) submit the Entry; and (ii) agree to and be legally bound by these Rules, whether on his or her own behalf or on behalf of a group or organization;
2. Has obtained all necessary releases, assignments, licenses or permissions such that the Entry does not violate the rights of any third party, including without limitation any copyrights, trademarks, industrial property, trade secrets, confidentiality obligations and rights of privacy and publicity;
3. Has not, in the production of the Video Submission, violated any laws or regulations in any jurisdiction in which the Video Submission was created.

Winners are responsible for all applicable taxes and fees associated with Prize receipt. The Sponsor will comply with all federal, state and local tax information reporting laws. No transfer or substitution of a Prize is permitted. If a team of individuals is selected as a Category Winner, the Prize will be awarded to the Entrant and it will be the Entrant's responsibility to split or allocate the Prize among the team members.

The Sponsor has the right, but not the obligation, to provide exposure for the Winners at any event, including without limitation other film festivals and media partners' platforms and channels.

Failure to comply with these Rules may result in disqualification from the competition. The Sponsor is not responsible for any typographical or other error in information provided by any Entrant. The Sponsor is not responsible for any software or hardware error or other technical failure or slowdown which prevents an Entrant from entering the contest or which affects the outcome of the Festival in any way.

The Sponsor may update and/or modify these Rules in its sole discretion, and each Entrant agrees to accept and be bound by any such updates and/or modifications.

The Fast Forward Film Festival is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc. or any other platform where it is advertised.

These Rules constitute the entire agreement and understanding between the Sponsor and each Entrant pertaining to the Festival and all other subject matter contained in these Rules and supersede all prior and contemporaneous agreements, representations and understandings between the Sponsor and each Entrant. These Rules shall be governed by and construed in accordance with the laws of the state of New York.

The Sponsor may be contacted regarding the Festival as follows:

C/O Delaney Marketing  
274 Goodman St B267  
Rochester, NY 14617  
(585) 727-6688  
info@fastforwardroc.org