

## 92Y Mobile Dance Film Festival – Official Rules and Terms and Conditions

NO PURCHASE NECESSARY FOR SUBMISSION OR SELECTION, AGE 18 AND OVER UNLESS GRANTED PERMISSION BY PARENT OR LEGAL GAURDIAN. VOID WHERE PROHIBITED. SUBMISSION DOES NOT GUARANTEE SELECTION FOR SCREENING.

1. **SPONSORS.** The 92Y Mobile Dance Film Festival (the MDFF) is sponsored by The 92<sup>nd</sup> Street Y (92Y), a New York City nonprofit corporation with principal offices at 1395 Lexington Avenue New York, NY 10128.
2. **NO PURCHASE NECESSARY TO SUBMIT OR BE SELECTED.** The MDFF is a presentation of Dance Films and trailers of films which have been shot solely on mobile devices.
3. **ELIGIBILITY.** The MDFF is open only to individuals or a group of individuals (each an “Entrant”). Void in all jurisdictions where prohibited or restricted by law. Each Entrant (or member of an Entrant, if a group) must be at least eighteen (18) years of age at the time of entry. The following individuals are not eligible to enter or be selected: employees, representatives, agents, directors, and officers of Sponsors and their parent, subsidiary, or affiliated companies, Member stations, marketing agencies, and any other parties involved in the administration of the MDFF and each of the immediate family members of such excluded individuals (i.e., spouses, parents, children, siblings, and the “steps” of each) and all persons living in the same household of each.

By submitting an entry, each Entrant (or member of an Entrant, if a group) represents and warrants that there are no limits on the rights of the Entrant (or member of an Entrant, if a group) to enter the MDFF, nor will any Entrant (or member of an Entrant, if a group) enter into any agreement or assume any obligation that limits the right or ability of that Entrant (or member of that Entrant, if a group) to participate in the MDFF, perform, or grant to Sponsors the specified rights as contemplated by Section 9 of these Official Rules. The Entrant(s) (or all members of an Entrant, if a group) selected grants the right of the Sponsor to screen submitted film on the MDFF website and Bittenwieser Hall on the day of the screening as well as the right to post the Trailer to the Sponsor’s and the MDFF Instagram and Facebook.

Each Entrant (or a member of the Entrant, if a group) must be the rightful owner of the e-mail address registered with the Vimeo or Google Drive account used to log in and upload the Film and Trailer (as described in Section 4, below). Each entrant (or a member of the Entrant, if a group) must use their own name (or name of group) on the MDFF submission application. In the event of a dispute as to the identity of the selected entrant, the selected entrant will be deemed to be the natural person in whose name the e-mail account that uploaded the Film or Trailer is registered with Vimeo or Google Drive (or the group of which such natural person is a member). The “Authorized Account Holder” is defined as the natural person to whom the e-mail address is assigned by an internet

service provider, online 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. In the event of a discrepancy between the identity of the Authorized Account Holder, and the selected Entrant (or member of the Entrant, if a group), Sponsors reserve the right, in their sole discretion, to determine whether the entry is valid, or to declare the entry invalid and select an alternate entrant for screening.

Entry constitutes each Entrant's certification that the Entrant (or all members of an Entrant, if a group) meet the eligibility requirements set forth in these Official Rules. Sponsors reserve the right to verify and confirm each Entrant's (and each member's of an Entrant, if a group) age and compliance with other eligibility requirements. An Entrant (or member of an Entrant, if a group) may be required to submit further information to assist in the judges' verification of eligibility. Being selected and screened is contingent upon fulfilling all requirements set forth herein. Submission of application, film and trailer does not guarantee selection or screening.

4. HOW TO ENTER. To enter, an Entrant must submit a dance film (Film) that is at least one (1) minute in length and does not exceed ninety (90) minutes in length. An Entrant must submit a trailer of the submitted Film that does not exceed one (1) minute in length. The Entrant must own and control all composition and publishing rights in the Film and Trailer.

Films and Trailers must comply with the following requirements:

- Films and Trailers must:
  - Be a dance film shot solely on a mobile device (smart phone or tablet). The Sponsor allows up to 40% of length of the Film to have been shot using a drone or Go-Pro (or comparable) device. The Sponsor reserves the right to receive proof of devices used to shoot the Films and Trailers.
  - Films must be recorded and edited with no less than 720HD format. 1080HD recommended.
  - Film must be at least one (1) and no more than ninety (90) minutes in length; Trailer must not exceed one (1) minute
  - be uploaded to Vimeo or Google Drive in any format acceptable to Vimeo or Google Drive;
  - Links to Films and Trailers must be embeddable and accessible by the Sponsor and
  - comply with Vimeo or Google Drive terms of service and specifications for user submissions and/or video uploads
- Films and Trailers must NOT:

- contain material that violates or infringes another’s rights, including, but not limited to, material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright or trademark infringement;
- feature any music, content, intellectual property, piece of art that is not originally written, performed, and produced by Entrant; unless all rights and permissions have been granted to do so in accordance to these official rules,
- contain lewd or indecent language or images or graphic nudity, or
- include third parties, including but not limited to minors, celebrities, and friends who have not expressly authorized Entrant to display their image, likeness, or voice in any submitted Film or Trailer or otherwise use such image, likeness, or voice in accordance with these Official Rules.

To enter, an Entrant must upload an embeddable, publicly viewable Film and Trailer to Vimeo or Google Drive and attach link of aforementioned Film and Trailer to the MDFF submission application by 11:59pm E.T. of the date announced on submission website. Each Entrant (or a member of Entrant, if a group) will be required to sign-in to Vimeo or Google Drive to post their Film and Trailer; if an Entrant (or a member of an Entrant, if a group) does not already have a Vimeo or Google Drive account, Entrant (or a member of Entrant, if a group) will be required to create one. After uploading their Film and Trailer, an Entrant (or any member of an Entrant, if a group) must complete the submission application form available at <http://www.92y.org/dance/mobiledancefilmfestival>. Each Entrant must provide: his or her name (or the name of the collective Entrant, if a group); the name of the Entrant’s group, if applicable; a link to the Film and Trailer hosted on Vimeo or Google Drive; an e-mail address of the Entrant; a certification that the Entrant (or all members of an Entrant, if a group) meet the eligibility requirements stated in Section 3 above and agree to the terms of these Official Rules; and a certification that the videographer has granted Sponsors an unlimited and irrevocable right and license to use the Video on a gratis, royalty-free basis in any media and in any manner, for any purpose, including the right to mix the Video with other videos or elements, or to make derivative works.

By completing the Application Submission Form, each Entrant (or member of an Entrant, if a group) agrees to be bound by the Sponsor’s official rules and terms and conditions available at [www.92y.org/dance/mobiledancefilmfestival](http://www.92y.org/dance/mobiledancefilmfestival). Each Entrant must comply with all Film and Trailer requirements, as detailed herein. Entry is not complete until an Entrant has uploaded the Film and Trailer to Vimeo or Google Drive and submitted the Application Submission Form with the information described above. An Entrant must completely and accurately submit all required information to enter, and must timely cooperate with all requests for additional information or documents that the MDFF or Sponsors may request in order to verify eligibility and compliance with these Official Rules and Terms and Conditions.

All Submissions must be received by 11:59PM E.T. on the last day of the Submission Period. Sponsors' clock is the official timekeeping device for the MDFF. Sponsors are not

responsible for late or unsuccessful attempts to enter. An Entrant should be able to provide, within five (5) days of request by Sponsors or any jury selected by Sponsors, all appropriate clearances, permissions, and releases for the Film and Trailer to be made publicly available and used by Sponsors in any media and for any purpose, including signed releases from the Entrant, the videographer, and any third parties appearing in the Film and Trailer. Incomplete, corrupted, untimely, or unintelligible Films and Trailers or Application Submission Forms will be disqualified. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, such Entrant's sole remedy is another entry to the MDFF to the extent the submission of an additional entry is deemed feasible by Sponsors in their sole discretion. Sponsors reserve the right to determine, in their sole discretion, which entries have satisfied the entry requirements. An Entrant may only submit one entry. Submission does not guarantee Selection. AN ELIGIBLE ENTRANT MUST SUBMIT AN ENTRY IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.

By entering, each Entrant represents and warrants that such Entrant's entry (and Sponsors' and their designees' use thereof) does not and will not defame or otherwise violate the rights of any third party, and does not and will not violate any federal, state, or local, or international laws or ordinances. Each Entrant further represents and warrants that such Entrant has secured the requisite consent from any third party referenced or appearing in such Entrant's Film and Trailer. Sponsors reserve the right, in their sole discretion, to disqualify any entry if Sponsors or the MDFF jury cannot establish that such entry complies with the Film and Trailer requirements and other terms of these Official Rules and Terms and Conditions. Sponsors further reserve the right to request that an Entrant re-shoot, edit, or re-submit a Film and Trailer that Sponsors believe may violate third-party rights, although Sponsors have no obligation to make such a request or to notify any Entrant of any potential or suspect infringements or violations of third-party rights. Sponsors further reserve the right, in their sole discretion, to disqualify any Film and Trailer they believe is not consistent with the spirit and theme of the MDFF.

5. **SELECTION PERIOD.** Selection Period is noted on submission website. Selections will be made by the Sponsors and a juried panel of dance filmmakers. The number of selections is under the sole discretion of the Sponsors and jury.
6. **SELECTION NOTIFICATION AND ANNOUNCEMENT.** The potential selected entrants, as determined by the Sponsors and Jury, will be notified by e-mail (via the e-mail address listed on the Application Submission Form). Failure to respond timely to the notification may result in forfeiture of participation in the MDFF and, in such case, Sponsors will select an alternate selection according to the juried results or the Trailer with the next most likes and shares for the fan favorite selection. The potential selected entrant (or all members of the potential selection entrant, if a group) will be required to execute and return a notarized affidavit of eligibility and liability/publicity release (where legally permissible) and other documents required by Sponsors within a reasonable amount of time, as determined by Sponsors in their sole discretion. If the potential selected entrant cannot be contacted by e-mail after the first attempt, or if the potential selected entrant (or any member of the potential selected entrant, if a group) fails to sign

and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), the potential selected entrant will be disqualified and an alternate entry will be selected in its place from all eligible entries received according to the selection criteria described above. Sponsors reserve the right to extend or modify the selection notification and announcement schedule as Sponsors deem necessary in their sole discretion to complete the verification process contemplated by these Official Rules and Terms and Conditions and/or to select an alternate selected entrant.

7. GRANT OF RIGHTS. In consideration of an Entrant's Film and Trailer being reviewed and evaluated for this MDFF, each Entrant (and all members of an Entrant, if a group) hereby grants to Sponsors a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete, or display such Film and Trailer, or any portion thereof, or the musical composition contained therein, in any media now known or hereafter devised and for any purpose, including advertising or promotions, and to use the name, likeness, voice, biographical information, and image of Entrant (and all members of an Entrant, if a group) and any other persons who appear in such Entrant's Film and Trailer in any media now known or hereafter devised and for any purpose, including advertising or promotion of Sponsors or any other person or entity at Sponsors' discretion.

By entering the MDFF, each Entrant warrants that the videographer who recorded that Entrant's Film and Trailer has granted to the Entrant a transferable license to the Film and Trailer, and that the Entrant transfers to Sponsors the right to use the Film and Trailer, or any portion thereof, including the right to make derivative works or to mix the Film and Trailer with other films and trailers or elements, in any media for any purpose. Entrant expressly waives any moral rights in the Film and Trailer. Each Entrant also grants to Sponsors a non-exclusive, perpetual, sub-licensable, worldwide, and royalty-free right to use the musical composition performed in the Film and Trailer for any purpose, whether with the Film and Trailer or separate, and grants to Sponsors any synchronization, mechanical, or public performance rights necessary to use the music or Film and Trailer in any media (including platforms that may not have PRO licenses) and for any purpose. Each Entrant authorizes Sponsors and any entities affiliated or in privity with Sponsors to utilize, for eternity and in any manner they see fit, the Film and Trailer, and to make derivative works from such materials.

Each Entrant releases Sponsors, and their assignees and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each Entrant agrees and acknowledges that participation in the Sponsors and the MDFF, including, without limitation, the Entrant's decision to provide the Entrant's Film and Trailer to Sponsors for purposes of the MDFF, will not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between Sponsors and Entrant, does not place Sponsors in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's Film and Trailer, and that the only contracts, express or implied, between Sponsors and Entrant are as set forth in these Official Rules and Terms and Conditions and the release forms. The Selected Entrants

may be required to complete and execute additional documents and have third parties execute Sponsors' documents in connection with the rights granted to Sponsors as a condition of selection. In addition, by participating in the MDFF and submitting a Film and Trailer, each Entrant hereby grants permission (except where prohibited by law) for Sponsors to use Entrant's Film and Trailer, name, likeness, voice, quotes, comments, biographical information, photograph and/or image, for all members of the Entrant, for the purpose of advertising, trade, or promotion without further notice, permission, compensation, or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

8. ENTRANT REPRESENTATIONS, WARRANTIES, INDEMNIFICATION, AND RELEASE. By entering, each Entrant represents and warrants to Sponsors that: (i) the music in Entrant's Film and Trailer is completely the original work of the Entrant and was created solely by the Entrant; (ii) the Film and Trailer is an original work and is not copied from any other source or previously broadcast or otherwise distributed or disseminated in any media or format, and that the videographer agrees to grant to Sponsors an unlimited, unrestricted right and license to use the Video for all purposes in all media and as described herein; (iii) the Video is not in the public domain; and (iv) the Video is not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity, or any other rights, of any kind or nature, of any other person or entity. Each Entrant agrees to defend and indemnify Sponsors for any breach of the above representations. By submitting an entry, each Entrant agrees to indemnify, defend, release, discharge, and hold harmless Sponsors and their parent companies, affiliates, subsidiaries, promotional partners, Member stations, and agents, and all others associated with the development and execution of this MDFF, and the officers, directors, and employees of each of the foregoing, from any and all claims and liabilities arising from or in connection with participation in this MDFF, including, without limitation: (a) claims for injury, loss, or damage of any kind resulting from participation in this MDFF or acceptance of selection; and (b) claims based on rights of privacy, rights of publicity, false light, defamation, copyright, and/or trademark infringement relating to the submission or exploitation of the Entrant's Film and Trailer. If an Entrant is a California resident, such Entrant hereby waives California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

Each Entrant further agrees to release Vimeo, Google, Instagram and Facebook from any and all liability associated with this MDFF or receipt of selection.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS MDFF IS PROVIDED "AS IS" 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 EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. GENERAL TERMS AND CONDITIONS. Sponsors reserve the right to terminate, modify, or suspend this MDFFF due to any of an act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government, governmental instrumentality, or tribunal; strike, lockout, or other labor dispute; inclement weather; the recapture of any time period scheduled for the live broadcast of a program for an event of national importance or emergency; failure of technical facilities; failure of third-party software or services; failure of essential production or technical personnel to appear or be available for production or broadcast; or other cause beyond Sponsors' control. Sponsors are not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, misdelivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing, or selection of entries.

SPONSORS WILL NOT BE OBLIGATED TO SELECT ANY ENTRANT THAT RELATES TO OR ARISES OUT OF IMPROPER OR MISTAKEN SELECTION NOTIFICATION, OPERATION, OR FUNCTION OF THIS MDFFF.

SPONSORS RESERVE THE RIGHT TO CHANGE ANY TERM OF THESE OFFICIAL RULES AND TERMS AND CONDITIONS OR TO ADDRESS ANY ISSUE THAT ARISES WITH UPDATES OR AMENDMENTS TO THESE OFFICIAL RULES AND TERMS AND CONDITIONS AT ANY TIME UP TO THE DATE THAT AN ENTRANT IS SELECTED.

ALL DECISIONS BY SPONSORS AND JURIES ARE FINAL AND BINDING.

10. GOVERNING LAW. This MDFFF is governed by the internal laws of the State of New York without regard to principles of conflict of laws. All cases and claims pertaining to this MDFFF must be brought in a court of competent jurisdiction in the State of New York.
11. PRIVACY POLICY. Any personal information supplied by an Entrant to Sponsors will be subject to 92Y Harkness Dance Center privacy policy.
12. OFFICIAL RULES AND WINNER'S LIST. All Official Rules and Terms and Conditions can be found on the MDFFF website at [www.92y.org/dance/mobiledancefilmfestival](http://www.92y.org/dance/mobiledancefilmfestival). A list of selected entrants will be found on the MDFFF website at [www.92y.org/dance/mobiledancefilmfestival](http://www.92y.org/dance/mobiledancefilmfestival) within or around sixty (60) days of selection notifications.

This MDFFF is in no way sponsored, endorsed or administered by, or associated with Vimeo, Google, Instagram or Facebook used by the Sponsors. Any questions, comments or complaints regarding this MDFFF should be directed to Sponsors.