

Terms and Conditions

1. The 60 Second Film Festival Acceptance Criteria

1.1. All Filmmakers must agree to these Terms and Conditions as a condition of entry of the Film to The 60 Second Film Festival.

1.2. Filmmakers must adhere to the rules and conditions on the submissions page found at: <http://the60secondfilmfestival.com/submit-a-film/>, and all Films submitted to The 60 Second Film Festival must meet the The 60 Second Film Festival Acceptance Criteria, described below, in all respects.

1.3 Filmmakers should provide a downloadable link the the Film from a private server or a secure sharing service such as Google Drive (recommended).

1.4. The 60 Second Film Festival Acceptance Criteria include:

(a) The Film must be no longer than 1 minute (60 seconds, including titles and credits).

(b) The Film may be submitted in the following formats:

- Standard: 1080 p (1920 x 1080 pixels)
- Aspect: 16:9
- Audio: Stereo, sample rate 48khz (128 kbps)
- Codec: MPEG 4 (.mp4) 10 - 20 Mbps
- Duration: maximum 00:01:00 (including titles & credits)

1.5. The 60 Second Film Festival will evaluate in its sole discretion whether the Film submitted for The 60 Second Film Festival meets all Acceptance Criteria.

1.6. The 60 Second Film Festival will inform in writing (email) if the Film has been accepted or not accepted into The 60 Second Film Festival. The 60 Second Film Festival's decision as to whether a Film has met all Acceptance Criteria is final and not subject to any appeal for reconsideration.

1.7. Films accepted to The 60 Second Film Festival shall be in competition in various categories, and be eligible for awards and prizes, based on the sole discretion of The 60 Second Film Festival.

1.8. Any Film not accepted for inclusion into The 60 Second Film Festival shall not be used by The 60 Second Film Festival for any purpose after the evaluation for Acceptance Criteria concludes.

2. Commercialization of Films

2.1. The 60 Second Film Festival will use all reasonable efforts to commercialize the Film. Filmmaker grant The 60 Second Film Festival rights to commercialize the Film in a non-exclusive distribution arrangement.

2.2. The 60 Second Film Festival will use proceeds it receives as a result of commercialization of Films to enable The 60 Second Film Festival to be staged and broadcast in event locals and around the world, to help ensure The 60 Second Film Festival's sustainability, and to allow us to continue to support The 60 Second Film Festival Films and Filmmakers.

3. The 60 Second Film Festival Film entry process

Filmmakers entering Films into The 60 Second Film Festival must:

- (a) Agree to abide by these Terms and Conditions.
- (b) Complete the Entry Form located at <http://the60secondfilmfestival.com/submit-a-film/>
- (c) Submit a downloadable link to the film.

4. Filmmakers grant The 60 Second Film Festival rights to Films.

4.1. All Films Accepted for entry to The 60 Second Film Festival:

All Filmmakers agree to grant The 60 Second Film Festival the following rights to Films that have been Accepted into The 60 Second Film Festival:

- (i) Non-Exclusive License to use, promote, commercialize, digitally upload, host, and display or screen the Film in perpetuity.
- (ii) The right to transfer these non-exclusive rights to our partners, sponsors, or clients.
- (iii) The right to edit and create derivative works such as clips from the Film.

4.2. Films submitted but not Accepted to The 60 Second Film Festival

If The 60 Second Film Festival determines that a Film submitted to The 60 Second Film Festival is not accepted for entry to The 60 Second Film Festival, The 60 Second Film Festival shall not seek to retain any further rights to the Film after the initial review for meeting acceptance criteria.

5. The 60 Second Film Festival Film Evaluation Process

5.1. A select number Films will be selected as The 60 Second Film Festival Finalists for viewing and judging at The 60 Second Film Festival.

5.2. The exact number of Films selected for The 60 Second Film Festival Finalists is at the sole discretion of The 60 Second Film Festival.

5.3. The 60 Second Film Festival decision as to whether a Film is selected as a The 60 Second Film Festival Finalist is final and not subject to any appeal for reconsideration.

5.4. The 60 Second Film Festival may select a jury to judge the Finalists, which can be made up of industry professionals, and can including actors, directors, writers, producers and or others (The 60 Second Film Festival Jury). The 60 Second Film Festival Jury will select category winners based on qualities of craft, technique, story, and category relevance. These decisions are not subject to any appeal for reconsideration.

5.5 Anyone anywhere around the world, regardless of origin or locality may enter, be accepted, and compete as a finalist for The 60 Second Film Festival. Winning filmmakers, or a representative of the winning filmmaker, must be physically present at the film festival event on December 1st to qualify to receive a cash or merchandise prize.

6. Filmmaker's Representations and Warranties

The Filmmaker hereby represents and warrants to The 60 Second Film Festival that:

(a) the Filmmaker(s) has / have the sole and full right and authority to accept the Terms and Conditions and enter into this Agreement and grant the rights granted in the Agreement;

(b) the Filmmaker owns or has validly licensed all rights required to create the Film including but not limited to all rights from actors, script all film elements including but not limited to music and to submit the Film to The 60

(c) the Filmmaker, the Film comply with the Terms and Conditions.

(d) exclusive rights (including the intellectual property rights) in the Film have not been, and will not be, assigned, licensed or otherwise granted to any other person or entity, which would conflict with the rights granted to The 60 Second Film Festival in these terms and conditions.

(e) the Filmmaker has permission to reproduce and exploit all third party materials (and/or the results and proceeds of all third party services) contained in the Film or upon which the Film is based.

(f) without limiting other portions of this section 6, the Filmmaker is the sole and exclusive owner, or has permission from the sole and exclusive owner, of the copyright in the sound recordings comprising the soundtrack of the Film and the music and lyrics reproduced in those sound recordings.

(g) all of the performers in the Film have consented in writing to the use of their performances in the Film.

(h0) the Filmmaker has obtained from each Contributor:

(h1) authorization for The 60 Second Film Festival to use the Contributor's name and likeness in connection with any publicity for the Festival and related competitions.

(h2) an undertaking that the Contributor will perform publicity appearances for the Festival and related competitions if reasonably requested by the Filmmaker or The 60 Second Film Festival.

(i) the Filmmaker is entitled to grant to The 60 Second Film Festival permission to make use of each and every right referred to in these Terms and Conditions, and the use or exploitation of the Film as contemplated by the Terms and Conditions will not violate the rights (including copyright) of any third party.

(j) all details submitted in the Entry Form by the Filmmaker are true and correct, and the Filmmaker indemnifies The 60 Second Film Festival from and against any and all claims and demands made against The 60 Second Film Festival, its assignees or licensees.

(k) all residuals or other payments to Contributors in connection with the Film have been paid, together with the cost of all licenses of all copyright and any Film footage, musical works, lyrics, sound recordings or other material in which copyright subsists, owned by any third parties and which are used or adapted in the Film.

(l) no part of the Film is, or will be, actionable for defamation or violate any right of privacy or publicity of any person, and the full use of the rights in the Film will not violate any rights, including copyright or moral rights, of any person, firm, or corporation.

(m) the Film is not the subject of any litigation nor is it threatened by any claim or litigation.

7. Dubbing/Subtitling/Editing

The Filmmaker acknowledges that The 60 Second Film Festival, its assignees and licensees, shall have the right to dub and / or subtitle and to cut and / or edit the Film in any fashion that The 60 Second Film Festival deems necessary, including, without limitation, for the purpose of television broadcast or online distribution, packaging the Film with other The 60 Second Film Festival Films, to comply with broadcasting statutory censorship practices, standards or regulations or as otherwise may be required by law in any applicable country where the Film may be exhibited.

8. Name and Likeness

The Filmmaker authorizes The 60 Second Film Festival to use the Filmmaker's name, likeness and biography in connection with any publicity for the Festival and related competitions and activities, and the Filmmaker agrees to make best efforts to undertake publicity appearances for the Festival and related competitions and activities as reasonably requested by The 60 Second Film Festival.

9. Moral Rights

The Filmmaker: acknowledges that The 60 Second Film Festival, its assignees and licensees, may do or omit to do anything which may infringe any and all moral rights granted to the Contributors or the Filmmaker including to edit, alter and / or reproduce the work of the Contributors, the Filmmaker and the Film and the Filmmaker consents to these actions by The 60 Second Film Festival, and its assignees and licensees, in any manner or context, in perpetuity throughout the world.

10. Disqualification

The 60 Second Film Festival may, in its sole discretion, disqualify a Film from the Festival without prior notice to Filmmaker if The 60 Second Film Festival has reason to believe that a Film does not, for any reason, comply with the Acceptance Criteria or otherwise with the Terms and Conditions.

11. Indemnification

Filmmaker agrees to indemnify The 60 Second Film Festival and hold them harmless from any damages, liabilities, losses, costs, expenses, obligations or claims (including, without limitation, reasonable outside attorneys' fees and costs) arising out of the breach of Filmmaker's agreements, obligations, representations and warranties under this Agreement, including, without limitation, those representations and warranties made in Section 6 (Filmmakers Warranties and Representations).

12. Additional Documents

Filmmaker hereby agrees to execute additional documents The 60 Second Film Festival deems necessary or convenient to fully effectuate the grants made to The 60 Second Film Festival hereunder, which shall include without limitation, any documents necessary to register and protect the copyright and / or other intellectual property rights in, or related to, the Film.

13. Remedies

In the event of any breach or alleged breach of this Agreement by The 60 Second Film Festival, Filmmaker's sole remedy will be limited to the right, if any, to recover monetary damages in an action at law, and in no event will Filmmaker be entitled to terminate this Agreement or to seek or receive any equitable remedy including without limitation any equitable remedy which would enjoin, restrain or otherwise hinder the Festival or the distribution, exhibition, or any other means of exploitation of the Film, including, without limitation, any advertising, promotion or publicity in connection therewith.

14. Assignment

The 60 Second Film Festival shall have the right to assign this Agreement, in whole or in part, to any person, firm or corporation, and this Agreement shall be binding upon and inure to the benefit of The 60 Second Film Festival's successors, licensees and assigns. Filmmaker may not assign this Agreement and any purported assignment thereof will be null and void from the making thereof.

15. General

15.1. The Filmmaker will do such acts and sign, or cause to be signed, such instruments as The 60 Second Film Festival may reasonably request for the purposes of this agreement.

15.2. The 60 Second Film Festival may assign or license its interest under this agreement.

15.3. A reference to a Film is a reference to a cinematograph Film or Video.

15.4. In the case of any inconsistency between the terms and conditions set out above and any other language used on The 60 Second Film Festival Website or by The 60 Second Film Festival, the terms and conditions set out above prevail.