

**SUNDANCE LONDON FILM AND MUSIC FESTIVAL 2014
SHORT FILM COMPETITION TERMS & CONDITIONS**

The Sundance London 2014 Short film competition (“Competition”) is organised by Talent House, Inc. 8810 Melrose Ave. West Hollywood, CA 90069. (“Sponsor”) and AnSCO Management Limited, The O2, Peninsula Square, London SE10 0DX (“Promoter”) (together the “Competition Promoters”) in connection with the multi-disciplinary arts festival named “Sundance London” to be held at The O2 between 25 and 27 April 2014 inclusive (“Sundance London”). By entering, the entrants agree to comply with the following rules:

The competition is open to UK residents aged 16 and over and is free to enter. No purchase or payment is necessary to win.

DISCLAIMER: You always own the copyright in your work. When you submit a work to Talenthouse as an entry, you grant Talenthouse a limited license to use your work. Talenthouse never owns the copyright in your work.

In the event you are selected as a winner, then in exchange for a prize, you may be required to license or assign your work to the host providing the prize, to be agreed between you and the host. If you do not want to license or assign your work in exchange for a prize, you can let us know and an alternate winner will be selected and you will retain copyright in your work.

- **1. Entering the Competition**

The Competition will open on Monday 25 November 2013 at 11:00 am.

The closing deadline for Competition entries to be received is Monday 3 March 2014 at 5.59pm GMT. Responses received after the closing deadline will be invalid and will not be included in the Competition.

The Competition is open to individuals working alone or groups of up to five people working as a team (“**Entrants**”).

Entrants should register at the competition website (the “**Competition Site**”) review the brief (being “Making a Go of It”), generate a response to the brief, in the form of a short film (“**Response**”) and submit their Response online in the required format.

All Responses must be submitted via the online entry system located on the Competition website. No physical entries will be accepted. Only one Response per Entrant (or Entrant Team) will be allowed.

Responses must be the original work of the Entrants, and should consist of a short film of between 3 and 5 minutes long (including credits).

All Entrants are asked to provide credits for each Response. These must include (for each individual Entrant, including, where applicable, each member of an Entrant team):

- Full name
- The name of their company (where applicable)
- Address
- Date of birth
- A short biography of themselves / the company of no more than 150 words
- Telephone and email contact details
- **2. Eligibility**

The Competition is open only to: anyone aged 16 years and over at the time the Response is submitted and resident in the United Kingdom, excluding affiliated companies of the Competition Promoters, employees of the Competition Promoters or any of their families, agents or anyone else connected with this Competition. The Promoter reserves the right to verify the eligibility of Entrants.

In order to enter the Competition or receive the prize, Entrants must fully comply with the [Terms and Conditions](#) and, by entering the Competition, Entrant represents and warrants that Entrant agrees to be bound by these [Terms and Conditions](#) and the decisions of the Competition designated judges, whose decisions shall be binding and final in all respects relating to this Competition.

- **3. Prizes**

- **Official Selection Winner**

In accordance with the judging criteria outlined below, (see Selection of Winners), a maximum of 25 Responses will be chosen as a shortlist to be considered for the "Official Selection" winner prizes.

The "Official Selection" winner will receive:

- The winning Response screened as part of the Sundance London 2014 film programme.
- The winning Response screened at the Sundance London Film Appreciation event - a curated event for students who love film.
- The opportunity to participate as a speaker at the Sundance London Film Appreciation event - a curated event for students who love film.
- Hotel accommodation during Sundance London from 25 to 27 April 2014 for 2 people for 3 nights at The Langham Hotel in London. Accommodation shall be on a board only basis (for the avoidance of doubt, this shall not include the costs of meals, mini bar, room service and or any other incidental costs associated with the accommodation or transport to Sundance London and associated events).
- An official Sundance London 2014 merchandise pack.
- Tickets for the Official Selection winner to attend Sundance London 2014 screenings plus an invitation to attend Sundance London 2014 private events. For the avoidance of doubt, tickets shall be subject to availability and shall be provided to Official Selection winner only.
- Exclusive opportunities for Official Selection Winner to meet the Sundance Film Festival programmers and Sundance London participating filmmakers.

- **Community Choice winner**

The Community Choice winner will receive:

- The winning Response screened at Sundance London 2014.
- Hotel accommodation for 2 people for 3 nights at The Langham Hotel in London. Accommodation shall be on a board only basis (for the avoidance of doubt, this shall not include the costs of meals, mini bar, room service and or any other incidental costs associated with the accommodation).
- An official Sundance London 2014 merchandise pack.
- Tickets for the Official Selection winner ticket to attend all Sundance London 2014 events plus an invitation to attend Sundance London 2014 private events.

Other than as explicitly stated in these Terms and Conditions, Competition Promoters assume no responsibility and are not liable for any costs, charges or expenses which the winner may be required to pay at any time in connection with a prize.

No transfer, refund, cash redemption, substitution, cash equivalent or replacement of any prize by any winner is permitted, except that Promoter reserves the right, in its sole discretion, to substitute a prize of equal or greater value (or cash equivalent). In the event the approximate retail value ("ARV") of a prize is different from the actual retail value of that prize, the difference will not be awarded in cash. Applicable federal, state and local taxes are the sole responsibility of winner. Any portion of the prize not accepted or unclaimed and/or unused by any winner will be forfeited and will not be substituted. In no event will more than the stated number of prizes be awarded.

- **4. Selection of Winners**

- **Official Selection Winner**

A panel of UK judges comprised of film makers and film industry experts (the "**Panel**") will convene to consider the Responses submitted. The Panel will be asked to create a shortlist of Responses (up to 25) to act as a final shortlist for consideration for the Official Selection prize. This shortlist will be termed Best of Year and will appear on sundance-london.com for a period of up to 3 months.

A further panel made up of Sundance Institute representatives in the USA (the "**Sundance Panel**") will convene to consider the shortlist and will be asked to select one Official Selection winning Response whom the Sundance Panel considers, in its sole discretion, to have submitted the best Response to be awarded the "Official Selection" winner prize.

All Responses will be considered by the Panel and the Sundance Panel in accordance with the Competition's selection criteria. These are:

- (i) an excellent creative idea;
- (ii) excellent craft or execution; and
- (iii) in accordance with the Brief.

The Sundance Panel is not limited in the number of prizes it can award and similarly there is no guarantee that the Sundance Panel will award a prize if they do not feel that work is of the standard required. Decisions of both the Panel and the Sundance Panel judges are final and cannot be appealed.

Community Choice prize winner

All eligible Responses submitted to the Competition will be displayed on the Competition Site from Tuesday 4 March to Tuesday 18 March 2014 (the "**Voting Period**"). In order that the public can vote for the Response which consider should be awarded the Community Choice winner prize. Voters will be asked to vote for the winner on the basis of: (i) substance; (ii) creativity; and (iii) originality. The Response receiving the highest number of votes during the Voting Period (the "**Highest Voted Submission**") will be selected as the Community Choice prize winner.

Odds of winning the Community Choice Winner Prize depend on the nature, quality and number of eligible entries received. In the event of a tie, the Highest Voted Submission with the highest combined creativity/originality score will be selected by the Promoter.

If Promoter is made aware of any concerns that a Response does not constitute the original work of the Entrant, the Competition Promoter has the right to contact the Entrant and will ask for evidence of the Entrant's assertion to be the creator of the work. Where possible the Competition Promoters will consider the evidence gathered and decide whether to allow the Response to remain within the Competition or to remove it. Promoter's decision is in its sole discretion and is final, and no correspondence will be entered into.

- **5. Winner Notification**

The final decision as to the winner of the Official Selection Prize and the Community Choice prize shall be made on or around 8 April 2014. Winners will be notified in the week following this date ("**Winner Notification Period**") by either: mail, phone and/or e-mail, at Promoter's discretion, using the information provided by each potential winner.

Promoter shall have no liability for any winner notification that is lost, intercepted or not received by potential winner for any reason. In Promoter's sole discretion, selected potential winners may be disqualified and required to forfeit the prize, and alternate potential winners may be selected in accordance with these Terms and Conditions from among the remaining eligible Entrants if the selected potential winner(s): (i) cannot be reached for whatever reason after a reasonable effort has been exerted based on the information provided by the potential winner or winner notification is returned as undeliverable; (ii) declines or cannot accept, receive or use the prize for any reason; (iii) is found to be ineligible to enter the Competition or receive the prize; or (iv) cannot or does not comply with these Terms and Conditions. Promoter is not obligated to leave voice mail, answering machine, or other message.

- **6. Format and content requirements**

All Responses must be submitted in the English language or be supported by English language subtitles.

Responses must be Entrant's own original work, created solely by Entrant (or, where applicable, an Entrant team) and can be pre-existing material but must not have won any recognised award; and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.

If selected, the winning Entrant will be required to supply Promoter with a screening quality version of the winning Response. High quality uncompressed video will also be accepted.

Responses must not contain or reference any names, products or services of any company or entity or any third party trademarks, logos, trade dress or promotion of any brand, product or service.

Responses that are accompanied by sound recordings whose copyright is not owned by the Entrants will not be accepted as a valid entry unless permission has been granted (proof will be required).

If any persons appear or are referred to in the Response, Entrant is solely responsible for obtaining, prior to submitting the Response, any and all releases and consents necessary to permit the exhibition and use of the Response by Sponsor. If any person appearing in any Response is under the age of majority in their jurisdiction of residence, the signature of a parent or legal guardian is required on each release.

Any Response that is obscene, pornographic, defamatory or libellous should not be submitted and may be removed at any time in Competition Promoters' sole and unfettered discretion.

Entrant may not be (nor may Entrant work with parties in conjunction with the Response who are): 1) represented under contract (e.g., by a talent agent or manager) that would limit or impair Promoter's ability to display the Response in any media form; 2) subject to an acting or modelling contract that would make entrant's/their appearance in the Response a violation of any third-party rights; or 3) under any other contractual relationship, that may prevent Promoter from being able to use the Response worldwide in all media in perpetuity on a royalty-free basis, without any payment or fee obligations. Promoter reserves the right in its sole and unfettered discretion to disqualify a Response that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Terms and Conditions. The decisions of Promoter on this and all matters pertaining to the Competition shall be final and binding.

Entrants who incorporate any images, writing, music or other creative material where rights (including intellectual property rights) belonging to a third party must obtain the third party's express permission. Entrants may be asked to evidence their ownership of the Response (and/or the relevant consents and/or licences obtained in respect of their Response) and should keep dated records of all working materials.

The Promoter or its designated representatives reserve the right to disqualify and remove any Responses that does not conform to these Terms and Conditions as determined by the Competition Promoters in its sole discretion.

- **7. Promotion and public relations**

By entering the Competition all Entrants commit to their availability to attend Sundance London 25-27 April 2014.

By entering the Competition all Entrants commit to their availability to attend necessary PR events and opportunities before and during Sundance London 2014. The winner may be required to participate in publicity connected with this Competition and it is a condition of entry that the winner agrees to their name and country of residence being made publicly available if they win.

- **8. Grant of Rights**

Entrants retain ownership of their Responses submitted into the Competition (subject always to third party rights in the Response) but if such Response incorporates Partner branding, Entrants may only use the work in accordance with the Partner guidelines. Entrants may remove Partner branding from their Responses and after that may use such Responses at their own discretion.

Without prejudice to the paragraph above, by submitting a Response, Entrants grant the Competition Promoters and where applicable, Partners, a non-exclusive license for the duration of copyright protection to reproduce or distribute a reproduction of their Response in all media in order to promote, or act as a historical record of, the Competition; for commercial and/or promotional purposes relating to Sundance London (or a future Sundance London event) ; and/or for future film festival events or future general promotional purposes.

- **9. Representations and Warranties/Indemnification**

By entering this Competition, Entrants represent and warrant as follows: (i) the Response is Entrant's original work, (ii) the Response, as of the date of submission, is not the subject of any actual or threatened litigation or claim, (iii) the Response does not and will not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity, and (iv) the Response does not and will not violate any applicable laws.

As a winner, you will release the Competition Promoters, sponsors and their affiliates, Partners and employees from any and all liability, claims, demands, and causes of action for third party claims (including intellectual property claims) personal injury and or damage, theft, or loss suffered in connection with this Competition or the use or acceptance of the prize or any portion thereof save where due to the negligence of the Competition Promoters.

The Promoter reserves the right to suspend, cancel or amend the Competition and/or review and revise these rules at any time without giving prior notice and by continuing to take part in the Competition subsequent to any revision of these rules, Entrants shall be deemed to have agreed to any such new or amended terms.

If any provision of these rules is held invalid by any court of law or similar, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

The Terms and Conditions are subject to English law and any dispute that is not resolved by consultation between the parties shall be referred to the courts of England and Wales.

- **10. Partner Logos & Names and use of Response**

All Entrants acknowledge that the Competition may be sponsored by one or more commercial partners (“Partners”), as designated by the Competition Promoters. By entering the Competition the Entrant agrees for the Competition Promoters and any Partner to have rights to use its Response, in particular in the event that it is a winning response, for commercial and/or promotional purposes relating to Sundance London 2014 (or a future Sundance London event) for at least a period of two years following the closing date of the Competition.

All Partners operate strict controls on the use of their names, trademarks and logos. Entrants who submit a Response that contains any trademark or logo or other branding not permitted under these terms and conditions may be asked to re-submit their work without such branding. Failure to do so will result in the Response being deemed invalid.

ENTRY GALLERY CONTENT

The Competition Promoters review all Competition entries on the Competition website gallery (the “Entry Gallery”) however the Competition Promoters shall have no liability to you for any content contained within any Responses which may be considered to be offensive or otherwise objectionable.

By accessing and viewing the content within the Entry Gallery you understand and accept that content may contain strong language; nudity or other material of a sexual nature; material of a violent nature; and/or material which may be considered unsuitable for younger viewers. Where you allow anyone under the age of 18 to access your computer, you accept responsibility for ensuring that the content within the Entry Gallery is suitable for viewing by them.