

EASTERSEALS DISABILITY FILM CHALLENGE: Home Edition

OFFICIAL RULES

1. ELIGIBILITY

The Easterseals Disability Film Challenge: Home Edition ("Contest"), sponsored by Easter Seals Southern California, Inc. ("Easterseals"), is open to anyone who complies with the following rules and standards except that the following individuals are not eligible: (a) persons involved in the judging of the Contest and their immediate family members (spouse, parent, child, sibling, or grandparent of each) and those living in their same households for at least three (3) months during the twelve (12) month period preceding the start date of the Contest; (b) employees of Easterseals and their immediate family members (spouse, parent, child, sibling, or grandparent of each) and those living in their same households for at least three (3) months during the twelve (12) month period preceding the start date of the Contest and (c) children under the age of thirteen (13) years.

By entering this Contest and accepting the terms herein you agree to be bound by these Official Rules which constitute a binding agreement between you, on one hand, and Easterseals and the Easterseals Disability Film Challenge: Home Edition, on the other.

VOID IN PUERTO RICO, OUTSIDE OF THE UNITED STATES, AND WHERE PROHIBITED BY LAW.

Each person or team submitting a film/video for the Contest is an "Entrant." The submitted film/video is the "Entry." Each Entrant, or part thereof, is limited to one Entry.

Entrants must have at least one member of its team be eighteen (18) years of age or older. Each Entrant must designate one person, eighteen (18) years of age or older, as their Entrant Representative ("ER"), and no Entrant may have more than one ER. The ER will act for the Entrant in all communications with the Easterseals Disability Film Challenge: Home Edition regarding the Contest.

ERs will be required to, and must, sign and submit the standard Easterseals Disability Film Challenge: Home Edition Entry Agreement ("Entry Agreement") and the Release, with their Entry. A copy of the Entry Agreement and Release are available at www.disabilityfilmchallenge.com. The Entry Agreement and Release must be signed on behalf of all members of the Entrant, and each member, or the member's parent or guardian if the member is under the age of eighteen (18) years old, hereby authorizes, and by participating herein further authorizes, the ER to so sign on their behalf. Upon submission of the Entry to FilmFreeway please email a copy of the signed Entry Agreement and Release directly to: info@disabilityfilmchallenge.com.

All costs associated with the production of the Entry and participation in the Contest are the sole responsibility of the Entrant.

Entrants need not be physically present at the designated times to participate.

Entrants are strongly encouraged to include in the Entry elements that, at the very least, acknowledge disability to create awareness of these unique stories that are not being told. Entrants are strongly encouraged to include in the Entry one or more of the following: a disabled director, writer, editor, film composer, on screen talent and/or producer.

2. CONTEST DATES

The Contest Entry Period will commence Wednesday, June 17th, 2020 and end on Monday, July 13th, 2020.

The Production Period commences Tuesday, July 14th, 2020 (at 11:01 a.m. PDST/ 2:01 p.m. EDST) and ends Sunday, July 19th, 2020 (at 5:59 p.m. PDST/ 8:59 p.m. EDST).

3. TO ENTER

To enter the Contest, follow these Official Rules and the instructions found on www.disabilityfilmchallenge.com. Registration must be fully completed by 11:59 p.m. PDST/2:59 a.m. EDST on Monday, July 13th, 2020.

Registration fees are as follows:

SUBMISSION FEE: \$30 per Entrant from June 17th, 2020, through July 13th, 2020;

No registrations will be accepted after July 13th, 2020. There will be NO REFUNDS if an Entrant improperly registers or must withdraw for whatever reason.

4. FILMMAKING RULES

The following rules apply to each Entrant and its participating group/production team:

A. Assignment

All Entrants will be provided the same assignment, and be given 5 days to make and submit an Entry. The topic will be posted on the www.disabilityfilmchallenge.com website commencing at 11:01 a.m. PDST/ 2:01 p.m. EDST on Tuesday, July 14th, 2020. As a courtesy, the topic will also be sent to the Entrant's email address as identified on the Entry Agreement. Easterseals and the Easterseals Disability Film Challenge shall not be responsible for any internet or communication malfunctions or problems or any failure of any Entrant to receive any posted or emailed communication (see paragraph 10 below). To be considered eligible, all Entries must be properly submitted by Sunday, July 19th 2020 at 5:59 p.m. PDST/ 8:59 p.m. EDST. See www.disabilityfilmchallenge.com for additional details.

B. Times

The Entrant must fully complete submission of its completed Entry by Sunday, July 19th, 2020 at 5:59 p.m. PDST/ 8:59 p.m. EDST.

Only works that meet the deadline will be officially part of the Contest. Please contact FilmFreeway regarding any and all technical questions about properly uploading your completed project to insure completion by the posted deadline.

On Tuesday, July 14th, 2020 at 11:01 a.m. PDST p.m. / 2:01 p.m. EDST the full assignment for the 2020 Easterseals Disability Film Challenge: Home Edition will be announced via the Easterseals Disability Film Challenge website and FilmFreeway page.

All creative work must take place from 11:01 a.m. PDST/ 2:01 p.m. EDST on Tuesday, July 14th, 2020 through 5:59 p.m. PDST/ 8:59 p.m. EDST on Sunday, July 19th, 2020 (the "Contest Period").

Any creative work in advance of the Contest Period is prohibited. Creative work includes, but is not limited to:

- Costume/Set Design;
- Shooting;
- Editing;
- Sound Design;
- Rendering; and
- Outputting to tape or other media.

C. Footage

- 1) All non-historical or personal footage must be shot within the Contest Period.
- 2) Animation and special effects are permitted, but must be created during the Contest Period.
- 3) If the spoken language in the film is not English, film must have English Subtitles.

Still photographs and personal video footage are permitted, provided that the Entrant has the rights to them. The photos and personal video footage do not need to be created during the Contest Period.

D. Volunteers

All cast and crew must be volunteers.

E. Length

The finished Entry must have a minimum duration of one (1) minute and a maximum duration of five (5) minutes—not including credits at the end of the Entry.

F. Title Card Designation

Before the finished film/video begins, the media must have:

- The logo of the challenge; (can be downloaded on the website)
- A title card with: title of the film/video.
- Your film/video.

G. Credits

- Credits at the end of each Entry are limited to a maximum of 60 seconds and are not included in the five (5) minute maximum.
- End credits must include the words: "This film/video made for the Easterseals Disability Film Challenge: Home Edition "
- Opening credits are considered to be part of the Entry and therefore count against the five (5) minute maximum.

H. Forms and Formats

Your Entry must be submitted in Digital Upload format only. See www.disabilityfilmchallenge.com for details. In order to be showcased on the Easterseals Disability Film Challenge website, winning Entries must be submitted or re-submitted in a format compatible with Vimeo video hosting services (see <http://vimeo.com/help/compression> for details). Upon submission of the Entry to FilmFreeway, please email a copy of the signed Entry Form and Certification Statement available on www.disabilityfilmchallenge.com directly to: info@disabilityfilmchallenge.com. Release agreements for individual team members will be required from the winning Entries.

I. Sound

Maintain sound levels relatively even throughout your Entry. (Uneven sound may be modified to protect the playback equipment.)

J. Contest Releases

Each Entrant must secure releases for talent, crew, music and locations and any other applicable releases (collectively referred to as "Contest Releases"), which must be submitted along with the Entry and Entry Agreement. The Contest Release forms can be found on www.disabilityfilmchallenge.com.

K. Certification Statements

The Entrant must submit a statement with his/her/its completed Entry, certifying adherence to all Official Rules ("Certification Statement"). The Certification Statement can be found on www.disabilityfilmchallenge.com.

L. Original/Non-Violating

To be eligible for the Contest, Entries must be the original work of the Entrant(s); must not infringe on third-party's rights; must be suitable for publication (i.e., may not be obscene or indecent); must not contain obscene or pornographic material; may not contain defamatory statements about any person, company, organization or entity; may not invade privacy or other rights of any person, company or entity; may not in any other way violate applicable laws and regulations; and may not contain any copyrighted elements (other than as owned by the Entrant or in the public domain). Entries containing prohibited or inappropriate content as determined by the Easterseals Disability Film Challenge, in its sole discretion, to be inappropriate, will be disqualified. The Easterseals Disability Film Challenge reserves the right in its sole discretion to make the final determination as to which Entries are eligible. The Easterseals Disability Film Challenge also reserves the right to refuse to screen a film/video or to make an announcement regarding the content of the Entry.

M. Notes on Submissions

Nothing other than the Entry, the Entry Agreement, the Contest Releases and the Certification Statement may be submitted. No personal bios, CVs, publicity materials, communications or other items or elements may be submitted and may result in disqualification of your Entry.

Submitted Entries will NOT be returned to Entrant(s).

If your Entry does not conform to the submission requirements, it may be disqualified. Also, if your Entry cannot be viewed on the Easterseals Disability Film Challenge equipment, it may be disqualified.

N. Lawful

No law, including any State, County, City or otherwise local law relating to social distancing measures adopted to prevent the spread of COVID-19, may be broken in connection with the development, creation, filming or submission of the Entry.

O. Compliance

Each Entry and each Entrant's film/video production and participation must follow all Official Rules.

The entire production must be filmed at Entrant's home – including the interior and exterior of the home. If Entrant is not the talent or subject within the documentary the talent must film from the safety of their home and send the footage via digital transfer to Entrant.

All participants must follow social distancing and COVID-19 restriction guidelines outlined by the Center for Disease Control: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing.html>, which include the following:

- Stay at least 6 feet from other people
- Do not gather in groups

- Stay out of crowded places and avoid mass gatherings

Furthermore, to ensure safety, you must film by yourself, or have your talent film by themselves or with the help of people that they live with. If you are not the editor on the film, all footage must be delivered to your editors via digital download or contactless exchange of materials to avoid person-to-person interaction.

P. Disqualification

The Easterseals Disability Film Challenge may, in its sole discretion, disqualify Entries deemed by the Easterseals Disability Film Challenge to be inappropriate or otherwise non-compliant. **Q. Amendments or Cancellation**

The Easterseals Disability Film Challenge may add to or amend these Official Rules at any time prior to the beginning of the Contest Period or at any time as is necessary due to emergency circumstances, including but not limited to, the current pandemic. All ERs, members and Entrants are advised to repeatedly consult <http://www.disabilityfilmchallenge.com> to review the latest rules.

The Easterseals Disability Film Challenge may cancel the Contest at any time prior to the beginning of the Contest Period or at any time as is necessary due to emergency circumstances, including but not limited to, the current pandemic.

5. SELECTION OF WINNERS

Eligible Entries will be judged based on the following criteria:

A. Creative Merit – 40% - consisting of:

story/plot

performances

entertainment value

B. Technical Execution – 30% - consisting of:

picture quality

sound quality

editing & post-production quality

production value & effects

C. Inclusion of assignment criteria – 30%

The Contest will be characterized by a specific assignment, requiring films to include a certain theme and a few specific elements. The degree to which each film organically incorporates the elements of the assignment will dictate judges' evaluation of the film's inclusion of assignment

criteria. A first prize, second prize and third prize will be awarded. See the www.disabilityfilmchallenge.com web site for prize details and updates. Entrants agree and acknowledge that the Easterseals Disability Film Challenge has the sole right to judge the Entries, select the winners and decide all matters and disputes arising from this Contest in its sole discretion, and that all decisions of the Easterseals Disability Film Challenge are final and binding.

6. ENTRIES

By submitting an Entry into this Contest, each Entrant, and each of Entrant's respective members, including the ER, warrants and represents that the Entrant owns all rights to the Entry he/she/it is entering in this Contest, including, without limitation, the written, musical, video, audio or digital elements, and the performances contained in each Entry. Each ER, member and Entrant further warrants and represents that neither the Entry nor the making thereof will violate or infringe on the rights of any person, and that Entrant has obtained permission from each person who appears in the Entry (or owns any rights with respect thereto) to grant the rights to enter into the Contest and submit the Entry thereto. ER and Entrant each warrants that they have provided these Official Rules to every person appearing in the Entry (or owns any rights with respect thereto), and secured their written consent thereto, prior to submitting the Entry. ER and Entrant each agrees to submit copies of such permissions to the Easterseals Disability Film Challenge upon request. By submitting an Entry, each of ER, members and Entrant expressly agrees to the Official Rules, as they currently exist or as amended, and further agrees to indemnify and hold the Easterseals Disability Film Challenge, Easterseals and their affiliates, officers, directors, agents, partners, and any of their employees (collectively, the "Contest Indemnities") harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Contest Indemnities due to or arising out of the Entrant's Entry materials in the Contest, or the Entrant's conduct during and in connection with this Contest, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation. Each of ER, members and Entrant agrees to release, indemnify and hold harmless the Contest Indemnities from any and all claims that any advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of the Contest Indemnities infringes on the rights of Entrant's work as contained in any Entry. The total number of Entries will equal the number of eligible Entries received.

7. ENTRY AGREEMENT

As a condition of entry, Entrants must agree to the Entry Agreement, which sets forth the rights of Entrant and the Easterseals Disability Film Challenge with respect to the use of Entries by the Easterseals Disability Film Challenge. Entries that do not include all required information, and adhere to the foregoing and following requirements, will be considered void and will not be considered in this Contest.

8. COLLABORATION ON ENTRIES

If any group of individuals (each a "member") elects to collaborate on an Entry, they are required

to designate one (1) person as their ER (see paragraph 1 above). The ER shall serve as the agent of the group to enter the Contest, agree to these Official Rules, sign the Entry Agreement and accept the prize on behalf of the group. The Contest Indemnitees are not liable for any disputes between collaborators, members, vendors, talent or any other persons arising out of or related to the Entry or the Contest. As a condition for any Entry, and being allowed to participate, each member hereby warrants and represents that they have authorized the ER to sign all documents related hereto, and to make any statements made to the Easterseals Disability Film Challenge or Easterseals, on behalf of each member and their respective agents, representatives, assigns and successors, and will hold the Contest Indemnitees fully indemnified and harmless from any dispute with respect thereto.

9. GENERAL CONDITIONS

By participating, Entrants agree to these Official Rules, which are final and binding in all respects. The Contest is governed by the laws of the State of California, USA, and all claims must be resolved by binding arbitration in Los Angeles County, State of California, under the then applicable Comprehensive Arbitration Rules and Procedures of JAMS.

10. AWARDS AND PRIZES

The Easterseals Disability Film Challenge recognizes the talent and hard work that goes into producing a short film during the Contest Period by presenting three awards to film challenge participants: Best Film, Best Editor, and Best Promotional Campaign.

The Best Film award is presented to the leading producer (Entrant Representative) based on the film's incorporation of the required elements (genre/theme, props), production quality and plotline. Judges evaluate the film on its creative storytelling and overall impact. The award recipient will receive a \$1,000 cash prize, one Dell 2-in-1 computer, a Sony camera and a full one-year subscription to Adobe Creative Cloud.

The Best Editor award is presented to the Editor of the film with the most outstanding storytelling through editing. Dependent upon the genre/theme, judges base their decision on the editor's ability to evoke emotions in specific scenes as well as surrounding the overall film. The award recipient will receive a \$1,000 cash prize, one Dell 2-in-1 computer, a Sony camera and a full one-year subscription to Adobe Creative Cloud.

The Best Awareness Campaign award is presented to the leading producer (Entrant Representative) for the team that raises the most awareness for their film through marketing strategies. Judges will review the YouTube, Instagram and Facebook videos for number of overall views, shares, likes, comments and press coverage. The breakdown for the judging of the award will be 50% for total views for their film on the EDFC YouTube, Instagram and Facebook, channels, 25% for comments/shares and engagements, and 25% for press. Participants are not allowed to buy likes, or views for their films on their EDFC YouTube, Instagram or Facebook during the awareness campaign. We will be monitoring the back end and we reserve the right to disqualify participants that buy views or likes during the awareness campaign. The award recipient will receive a \$1,000 cash prize, one Dell 2-in-1 computer, a Sony camera and a full one-year subscription to Adobe Creative Cloud.

11. LIMITATIONS OF LIABILITY AND RELEASE

No liability or responsibility is assumed by the Easterseals Disability Film Challenge, Easterseals or affiliated entities or persons resulting from any person's participation in, or attempt to participate in, the Contest, or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by Easterseals Disability Film Challenge, Easterseals or affiliated entities or persons for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software failures or errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or internet connectivity or other online communication problems; errors or limitations of any internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of any web site in whole or in part for any reason; traffic congestion on the internet or any web site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Easterseals Disability Film Challenge, Easterseals and affiliated entities or persons are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on any web site. Use of any affiliated web site is at user's own risk. Easterseals Disability Film Challenge, Easterseals and affiliated entities or persons are not responsible for any personal injury, death, harm, property damage or loss of any kind which may be sustained to any Entrant or any other person's person or property resulting from participation in the Contest, use of any affiliated web site or the download of any information. By participating in the Contest, Entrant agrees to, and hereby does, release, indemnify and hold Easterseals Disability Film Challenge, Easterseals and affiliated entities or persons harmless from any and all claims, damages or liabilities arising from or relating to such Entrant's participation or involvement in the Contest.

12. WINNERS

Finalists will be posted online at www.disabilityfilmchallenge.com on and or before August 8th 2020. Winners to be announced on or before August 13th, 2020 at www.disabilityfilmchallenge.com. As a courtesy, winners will also be sent an email to the Entrant's email as identified on the Entry Agreement. The Easterseals Disability Film Challenge and Easterseals shall not be responsible for any Internet or communication malfunctions or problems or any failure of any Entrant to receive any posted or emailed communication (see paragraph 11 above).

13. Force Majeure

Easterseals shall not be liable or responsible to any Entrant(s) or any other party, nor be deemed to have defaulted under or breached these Official Rules, for any failure or delay in fulfilling or performing any term of the Official Rules when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, plague, epidemic, pandemic, natural disaster such as but not limited to

violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake; (c) explosion, fire, destruction of machines, equipment, factories; (d) war, armed conflict, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order or law; (f) actions, embargoes, or blockades in effect on or after the date of this Agreement; (g) action by any governmental authority, including an order, rule, regulation or direction, curfew restriction; (h) national or regional emergency; (i) strikes, labor stoppages or slowdowns, or other industrial disturbances; (j) breakdown or shortage of adequate power or transportation facilities, telecommunication or electric current; and (k) or any other events or circumstances that are beyond the control of Easterseals.