

## 2021 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.

Each individual submitting a single film/video for the Contest, or team consisting of several individual members submitting a single 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.

By entering this Contest and accepting the terms herein Entrant agrees to be bound by these Official Rules, which constitute a binding agreement between Entrant, on one hand, and Easterseals and Nic Novicki (together the "Challenge Parties") on the other hand.

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

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 Challenge Parties regarding the Contest and will also, where applicable, receive any awards and or benefits conferred by the Contest as set forth fully below. 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 Easterseals, on behalf of each member and their respective agents, representatives, assigns and successors.

ERs will be required to, and must, sign and submit the standard Easterseals Disability Film Challenge: **Home Edition** ("Entry Agreement"), the ("Contest Releases"), and the ("Certification Statement") with their Entry. A copy of the Entry Agreement, the Contest Releases, and the Certification Statement are available at [www.disabilityfilmchallenge.com](http://www.disabilityfilmchallenge.com). The Entry Agreement, the Contest Releases, and the Certification Statement 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, please email a copy of the signed Entry Agreement, Contest Releases, and Certification Statement directly to: [info@disabilityfilmchallenge.com](mailto: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 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 actor working in a primary or secondary acting role, a disabled director working in some capacity on directing the Entry, a disabled producer working in some capacity in producing the Entry, a disabled writer working in some capacity in creating the script for the Entry, a disabled editor working in some capacity in editing the Entry, a disabled film composer working in some capacity in composing the Entry, and/or a disabled director, writer, editor, composer or producer working on the Entry..

## **2. CONTEST DATES**

The (“Contest Entry Period”) will commence Friday, January 1<sup>st</sup>, 2021 (at 11:01 a.m. PST/ 2:01 p.m. EST) and end on Monday, March 15<sup>th</sup>, 2021 (at 11:59 p.m. PST/2:59 a.m. EST).

The (“Production Period”) commences Tuesday, March 16<sup>th</sup>, 2021 (at 11:01 a.m. PST/ 2:01 p.m. EST) and ends Sunday, March 21<sup>st</sup>, 2021 (at 5:59 p.m. PST/ 8:59 p.m. EST).

## **3. TO ENTER**

To enter the Contest, follow these Official Rules and the instructions found on [www.disabilityfilmchallenge.com](http://www.disabilityfilmchallenge.com). Registration fees are as follows:

**PRE REGISTRATION SUBMISSION FEE:** \$30 per individual Entrant or team Entrant from January 1<sup>st</sup>, 2021, through January 29<sup>th</sup>, 2021;

**REGULAR SUBMISSION FEE:** \$45 per individual Entrant or team Entrant from January 30<sup>th</sup>, 2021, through February 26<sup>th</sup>, 2021;

**LATE SUBMISSION FEE:** \$60 if received from February 27<sup>th</sup>, 2021 through March 15<sup>th</sup>, 2021.

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:

### **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](http://www.disabilityfilmchallenge.com) website at the start of the Contest Entry Period. As a courtesy, the topic will also be sent to the Entrant's email address as identified on the Entry Agreement. The Challenge Parties 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.

All Entries shall be submitted on the FilmFreeway website. See [www.disabilityfilmchallenge.com](http://www.disabilityfilmchallenge.com) for additional details. Entrants may not release display Entries for public viewing prior to submission and approval for participation in the Contest. Entries that are displayed for public viewing prior to submission and approval for participation in the Contest may be subject to disqualification.

Once submitted, only the Challenge Parties and/or their affiliates may publically display the Entry.

### **B. Times**

On Tuesday, March 16<sup>th</sup>, 2021 at 11:01 a.m. PST p.m. / 2:01 p.m. EST the full assignment locations, genre, and themes for the Contest will be announced via the Easterseals Disability Film Challenge and the FilmFreeway websites.

All creative work must be completed between 11:01 a.m. PST/ 2:01 p.m. EST on Tuesday, March 16<sup>th</sup>, 2021 through 5:59 p.m. PST/ 8:59 p.m. EST on Sunday, March 21<sup>st</sup>, 2021.

The Entry must be uploaded to the FilmFreeway website by Sunday, March 21<sup>st</sup> 2021 at 5:59 p.m. PST/ 8:59 p.m. EST.

Please contact FilmFreeway's technical support line at 604-229-0600 regarding any and all technical questions related to the proper uploading of your completed Entry to insure completion by the posted deadline.

Any creative work in advance of the Production Period, with the exception of personal video footage and/or still photographs is prohibited and a violation of these Official Rules and the Entry Agreement. Creative work includes, but is not limited to:

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

Finalists will be posted online at [www.disabilityfilmchallenge.com](http://www.disabilityfilmchallenge.com) on a date yet to be determined in April 2021, but in no instance later than May 1, 2021. Winners will be announced on May 6<sup>th</sup>, 2021, at [www.disabilityfilmchallenge.com](http://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 Challenge Parties 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.

### **C. Footage**

- 1) Personal video footage and/or still photographs can be shot outside of the Production Period.
- 2) Animation and special effects are permitted, but must be created during the Production Period.
- 3) If the spoken language in the film is not English, the film must have English Subtitles.
- 4) All footage, with the exception of personal video footage and/or still photographs, must be shot at Entrant's and/or a team member's home – including the interior and exterior of the home.

### **D. Volunteers**

All cast and crew, with the exception of SAG/AFTRA members, 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 playback of the finished film/video begins, the media must display:

- The logo of the challenge (can be downloaded on the website);
- A title card with: title of the 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. Format and Sound**

Your Entry must be submitted in Digital Upload format only on the FilmFreeway website. See [www.disabilityfilmchallenge.com](http://www.disabilityfilmchallenge.com) for more details. In order to be showcased on the Easterseals Disability Film Challenge: **Home Edition** 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).

Entries must maintain sound levels relatively even throughout the Entry. (Uneven sound may be modified to protect playback equipment.)

If your Entry cannot be viewed on the Challenge Parties' and/or their affiliates' playback equipment, it may be disqualified.

## **I. 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](http://www.disabilityfilmchallenge.com). Entries that do not adhere to the foregoing and following requirements, will be considered void and will not be considered in this Contest.

## **J. Certification Statements**

Each Entrant must submit an executed Certification Statement with his/her/its completed Entry, certifying adherence to all Official Rules. The Certification Statement can be found on [www.disabilityfilmchallenge.com](http://www.disabilityfilmchallenge.com). Entries that do not adhere to the foregoing and following requirements, will be considered void and will not be considered in this Contest.

## **K. Entry Agreement**

Each Entrant must submit an executed Entry Agreement with his/her/its completed Entry. The Entry Agreement can be found on [www.disabilityfilmchallenge.com](http://www.disabilityfilmchallenge.com). Entries that do not adhere to the foregoing and following requirements, will be considered void and will not be considered in this Contest.

## **L. SAG/AFTRA**

Entrants utilizing SAG/AFTRA talent must fill out the Easterseals Disability Film Challenge SAG-AFTRA form and the Disability Film Challenge Employment Contract, which are available at [www.disabilityfilmchallenge.com](http://www.disabilityfilmchallenge.com). Once executed, Entrants must email them to Marisa Leal at [Marisa.Leal@sagaftra.org](mailto:Marisa.Leal@sagaftra.org) or mail them to SAG-AFTRA, 5757 Wilshire Blvd, Los Angeles, CA 90036. NOTE: Due to the coronavirus pandemic, there are new requirements for working with SAG/AFTRA performers:

- Team Leader must read and familiarize himself/herself/itself with the SAG/AFTRA Return to Work Protocols.  
[https://www.sagaftra.org/files/sa\\_documents/ReturnToWorkAgreement\\_wAMPT](https://www.sagaftra.org/files/sa_documents/ReturnToWorkAgreement_wAMPT)

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(NOTE: the protocol that is strictly enforced is the pre-test requirement.)-

- Team Leader must read and familiarize himself/herself/itself with the Safe Sets information.  
<https://www.easy-lms.com/safe-sets-covid-19-level-a-english/course-50731>
- All members of the team (cast and crew) must be tested for COVID-19 within 72 hours prior to shooting.

### **M. Prohibited Content**

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, indecent, or contain nudity); 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).

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.

Entries containing prohibited or inappropriate content as determined by the Challenge Parties, in their sole discretion, to be inappropriate, will be disqualified. The Challenge Parties also reserve the right to refuse to screen a film/video or to make an announcement regarding the content of the Entry.

With respect to comments made by third parties on Entries posted either on the websites or social media sites of the Challenge Parties and/or their affiliates, Entrants shall not respond to the comments in any inappropriate manner (as determined by the Challenge Parties and their affiliates in their sole and absolute discretion). Inappropriate responses (as determined by the Challenge Parties and their affiliates in their sole and absolute discretion), may result in disqualification of the Entry.

### **N. Lawful**

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

### **O. Disqualification**

If the Entry does not conform to the submission requirements or the Official Rules in any capacity, it will be subject to disqualification at the Challenge Parties' discretion.

Entrants will not receive Submission Fee refunds for disqualified Entries.

## **P. Amendments or Cancellation**

The Challenge Parties may add to or amend these Official Rules at any time prior to the beginning of the Production 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 Challenge Parties may cancel the Contest at their discretion at any time prior to the beginning of the Production 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. See the [www.disabilityfilmchallenge.com](http://www.disabilityfilmchallenge.com) web site for prize details and updates.

Entrant agrees and acknowledges that the Challenge Parties have 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 Challenge Parties are final and binding.

## **6. INDEMNIFICATION**

By submitting an Entry, Entrant expressly agrees to release, indemnify and hold the Challenge Parties and their affiliates, officers, directors, agents, partners, insurance carriers, 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 in the Contest, or the Entrant's conduct during and in connection with this Contest.

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, each member hereby warrants and represents that they will hold the Contest Indemnitees fully indemnified and harmless from any dispute with respect thereto.

## **7. GOVERNING LAW**

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.

## **8. AWARDS AND PRIZES**

The Challenge Parties recognize the talent and hard work that goes into producing a short film during the Production Period by presenting awards to Contest participants: Best Film, Best Director, Best Writer, Best Actor and Best Awareness Campaign.

The Best Film award is presented to the ER of the Entry that best incorporates the required elements (genre/theme, and props), production quality and plotline. Judges evaluate the film on its creative storytelling and overall impact.

The Best Director award is presented to the director of the film with the most outstanding direction of acting, cinematography and storytelling. Dependent upon the genre/theme, judges base their decision on the director's ability to evoke emotions in specific scenes as well as surrounding the overall film as appropriate. If the film has more than one director, the prize will go to the first billed director in the credit sequence.

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. If the film has more than one writer the prize will go to the first billed writer in the credit sequence.

The Best Actor award is presented to the actor with the most memorable performance. Judges consider the complexity of the character and the actor's ability to take on this challenging role.

The Best Awareness Campaign award is presented to the ER for the Entry that raises the most awareness for their film through marketing strategies conducted after submission of the Entry. On March 27, 2020, the Challenge Parties will upload all eligible Entries to the Easterseals Disability Film Challenge YouTube, Instagram, and Facebook pages. The Contest judges will periodically 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 Easterseals Disability Film Challenge 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 Easterseals Disability Film Challenge YouTube, Instagram or Facebook during the awareness campaign. The Challenge Parties will be monitoring the back end and reserves the right to disqualify participants that buy views or likes during the awareness campaign.

Prizes for each of the five award winners are: a \$1,500 grant provided by NBCUniversal; a Dell Technologies Laptop; a one-year subscription to Adobe Creative Cloud – the entire collection of 20+ creative desktop and mobile apps including Premiere Pro, After Effects, and Photoshop; a one-year membership to Film Independent; a one-year membership to IMDbPro, including the IMDbPro Discover tool; their winning film will be highlighted in a video playlist on the homepage of IMDb; their winning film will be screened at numerous Academy Award-Qualifying festivals, including the Heartland Film Festival, HollyShorts Film Festival, Bentonville Film Festival and NewFilmmakers LA; and they will receive a one-time informational meeting with an industry professional (“mentor”) who will provide the winner with guidance and advice.

## **9. LIMITATIONS OF LIABILITY**

No liability or responsibility is assumed by the Challenge Parties 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 the Challenge Parties 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. The Challenge Parties 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. The Challenge Parties 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 website or the download of any information.

## **10. FORCE MAJEURE**

The Challenge Parties 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 these Official Rules; (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.