

WOMEN'S VOICES NOW ONLINE FILM FESTIVAL RULES

The Women's Voices Now Film Festival (the "Film Festival") is created and sponsored by Women's Voices Now ("WVN", "Our", or "We"), a 501(c)3 nonprofit organization. WVN uses the power of film to drive positive social change for the advancement of girls' and women's rights globally. We promote, produce, and share social-change films focusing on girls' and women's rights issues, providing active support to filmmakers who give a voice to unheard women and girls, and activating civil society by moving audiences from empathy to action. Our Film Festival helps advance girls' and women's rights around the world by creating an opportunity for filmmakers to develop their creative projects using social-change films and by:

- *providing a platform for emerging filmmakers telling essential, authentic stories;
- *supporting them with cash prizes and visibility; and
- *connecting them with each other and with media industry professionals.

Since 2011, our independent film festival has received 825+ impactful social-change films from more than 80+ countries, and brought them to millions of viewers around the world.

By participating in the Film Festival, you ("Participant," you" or "your") agree to: (i) the terms and conditions of the WVN website (<https://www.womensvoicesnow.org/>), (ii) any Privacy Policy, Terms of Use, or other agreements promulgated by WVN, and (iii) the Licensing Agreement, all of which are incorporated herein by reference, and that your participation will be governed by, and you shall abide by, all of the following rules (the "Film Festival Rules") outlined herein.

1. Eligibility: To be accepted into the Film Festival, your film must address or shine light upon issues affecting women and/or girls through a social-change lens, including but not limited to: (a) an issue, event, or reality that disproportionately affects women and/or girls; (b) a woman's or girl's story, experience or perspective of an issue; or (c) themes such as body autonomy, political participation, economic opportunities, access to education, gender norms, equal rights, intersectionality. There is no time limit by which the film must have been completed, but preference will be given to relevant and salient subject matter. The Film Festival is open only to individuals who are, as of the date of the individual's first entry, at least fourteen (14) years old, with permission from a parent or legal guardian, or are at least eighteen (18) years old. The following individuals are not eligible to enter or win the Film Festival: (i) current or former employees (within the immediately preceding 12 months of such employee's employment at WVN), (ii) officers or directors of WVN, (iii) certain contractors of WVN, (iv) anyone involved in the administration, development, or operation of the Film Festival, and (v) any member of the immediate family (i.e., a parent, sibling, child or grandchild) or household of any of the foregoing groups listed in 1(i)-(iv).

2. How to Enter: As part of entering the Film Festival, participants are be required to: (a) submit certain information, which may include, but not be limited to, their name, address, telephone number, date of birth, email address, and any other information required by WVN, (b) submit an original film (an "Entry"), and (c) unconditionally agree to be bound by the decisions of WVN, which are final and binding in all respects. No confidential or fiduciary relationship is intended or created between WVN and participants by reason of an Entry. There is no limit on the number of films that can be submitted by one individual.

Entry Fees: Documentary Feature, Documentary Short and Experimental Films - Early Bird Deadline \$25, Regular Deadline \$40, Late Deadline \$60; Youth Filmmaking (created by filmmakers 14-21years of age) - Early Bird Deadline \$15, Regular Deadline \$20, Late Deadline \$30.
PARTICIPANTS WILL NOT RECEIVE ANY COMPENSATION FOR SUBMITTING AN ENTRY.

Entry Instructions: By submitting an Entry, (a) you must also answer all questions in the FilmFreeway questionnaire (embedded in the Film Freeway online application); and (ii) your Entry is a final cut version without advertisements.

For accessibility purposes we ask that all Entries provide English closed captions, upon pre-selection. If your Entry does not currently have closed captions, we will ask for these if/when your Entry is pre-selected. Moreover, all non-English spoken films must include English subtitles either baked into the video or as closed captions.

Entries may be submitted to three categories:

*Documentary Feature

*Documentary Short

*Youth Documentary Short

3. Representations and Warranties: By submitting an Entry, each participant that enters the Film Festival represents and warrants: (a) You are the sole author, creator, and owner of all rights to the Entry (including any content contained therein); (b) You have the full power and authority, including, the necessary licenses, rights, consents, and permissions, to submit, publish, and exploit the Entry and grant the rights provided under the terms and conditions hereof, including location releases for all recognizable locations and releases from all identifiable individuals appearing in the Entry; (c) You are voluntarily submitting your Entry, and the Entry (and any content contained therein) is not the subject of any actual or threatened litigation or claim; (d) All elements used, incorporated into or otherwise appearing in the Entry, including, without limitation, audio, speech/voice overs, stills, video, supers, or other audio-visual materials (collectively, "Elements") are entirely original, created by the participant, or in the public domain, or constitute a "fair use" thereof. Use of any Elements or other materials that are not original or in the public domain may result in disqualification of the affected Entry and the disqualification from participation in the Film Festival, as determined by WVN in its sole discretion.

No Entry shall contain any language, imagery, or other content which WVN deems, in its sole and absolute discretion, to be inappropriate, indecent, obscene, hateful, tortious, defamatory, or that promotes discrimination on the basis of race, gender, religion, nationality, ability, sexual orientation, or age. WVN reserves the right, in its sole discretion, to disqualify any Entry it deems inappropriate or that does not comply with the Film Festival Rules or which otherwise may be in violation of any law. Late, incomplete, and/or inaccurate Entries, and Entries not complying with all the Film Festival Rules are subject to disqualification and will not be considered or reviewed. Any form of automated entry, including by the use of macros, scripts or bots, will be disqualified. Furthermore, by entering, each participant represents and warrants that each Entry complies with these Film Festival Rules in full. Participants acting as the duly authorized agent or representative of the lawful author and owner of rights to their Entry acknowledge and agree that these Film Festival Rules are binding on both the

Participant and on any parties for which they are acting, and agree to immediately inform WVN of any changes in ownership, representation or other authority over the Entry or any content contained therein. WVN reserves the right in its sole discretion to disqualify and/or not accept any Entry that WVN determines does not or is likely not to comply with these guidelines.

Organizations, creative agencies, foundations, and content creators are invited to submit, however, videos created for the purpose of fundraising or brand advertising are NOT ACCEPTED.

All Entries must be received no later than 11:59 pm Pacific Time on November 19th 2021, unless otherwise communicated by WVN.

4. Judging Criteria: All Entries will be judged by WVN personnel with expertise and experience in film, women's rights, and/or social impact, to be selected by WVN at its sole discretion (the "Judges"). The Judges shall select Winners using the following equally weighted criteria: (a) Relevance of subject matter; (b) Storytelling - use of structure and image to communicate a compelling story, (c) Technical aspects of filmmaking. Decisions of the Judges are final and binding.

5. Prizes: Cash awards & prizes (the "Prize") (totaling in the aggregate \$10,000) will be awarded to select winners in various categories, :

Leslie J. Sacks Grand Prize Award for Best Feature Film

Best Documentary Short

Best First-Time Filmmaker

Best Creative Documentary

Best Youth Documentary Short

Best Human Rights Documentary

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6. Winner Notification, Requirements, Grant of Rights: WVN will notify all potential winners on or about March 12th, 2022 by [telephone or e-mail, as provided in connection with the Entry]. WVN's decisions of all winners will be final and binding and not subject to challenge or appeal on eligibility determinations and all other matters relating to the Film Festival. Winner selection will be subject to WVN's verification of the potential winners' eligibility. WVN shall have no liability for any winner notification that is lost, intercepted, or not received by the potential winner for any reason.

To claim the Prize, the selected winner must respond within forty-eight (48) hours after notification of the winner selection. If a winner does not respond within this specified time, or if any winner notification is returned as unclaimed or undeliverable to a potential winner, such potential winner will forfeit their Prize and an alternate winner may be selected based on the results of the aforementioned judging criteria. If any potential winner is found to be ineligible or if they have not complied with the Film Festival Rules or decline the Prize for any reason, such potential winner will be disqualified and the Prize may be awarded to an alternate winner based on the results of the

aforementioned judging criteria. Award recipients will receive their prize and/or laurels upon submitting a video recorded acceptance speech, as per guidelines provided by WVN.

If you are selected as a winner or if your film is pre-selected, you will grant WVN a non-exclusive, worldwide, royalty-free, right to screen your Entry for the Film Festival online (for the duration of one month via password protected links available to ticket holders), and in-person event(s) (including any content contained therein and developed therefrom), in any media now or hereafter known, without any payment or other consideration of any kind to you or any third party. Without limiting the foregoing, WVN shall have the right, but not the obligation, to use the Entry (including any content contained therein or developed therefrom) in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose, including, without limitation, fundraising and the promotion and/or marketing of WVN in perpetuity. The receipt by any winner of the Prize(s) offered in this Film Festival is conditioned upon compliance with any and all federal and state laws and regulations.

IF YOU FAIL TO COMPLY WITH THE TERMS AND CONDITIONS LISTED ABOVE, YOUR ENTRY WILL BE DEEMED INCOMPLETE AND WILL NOT BE REVIEWED OR CONSIDERED.

7. **Publicity Release:** By participating in the Film Festival, in addition to any other grants which may have been given pursuant to any other agreement entered into between WVN, and any Participant in or Winner of the Film Festival, each Participant (or, if such Participant is a Minor, such Minor's parent or legal guardian) irrevocably grants the WVN, the right to use such Participant's name, likeness, biographical information, and Entry in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the WVN website, the Film Festival or other promotions, and hereby release WVN from any liability with respect thereto.

8. **General Prize Conditions:** No cash or other prize substitutions are permitted except at WVN's sole discretion. The prize is non-transferable. Any and all prize related expenses, including, without limitation, any and all federal, state, and/or local taxes and the reporting consequences thereof, shall be the sole responsibility of each winner.

9. **Limitation of Liability:** By entering, each Participant agrees to waive all right to, and hold WVN harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees), directly or indirectly, whether caused by negligence or not, known or unknown, arising out of or in connection with (i) Participant's participation in the Film Festival and/or her acceptance, possession, use, or misuse of any Prize or any portion thereof, (ii) technical failures of any kind, including but not limited any loss or damage to any Entry, (iii) the malfunctioning of any computer, cable, network, hardware or software; (iv) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (v) unauthorized human intervention in any part of the entry process or the Film Festival; (vi) electronic or human error which may occur in the administration of the Film Festival or the processing of Entries; to the maximum extent allowed by law. Each Participant hereby agrees to reimburse WVN in connection with, any and all third party claims, actions or proceedings of any kind, and any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or obligations of Participant hereunder. Under no circumstances are Participants entitled to injunctive or equitable relief; all remedies related to any and all claims in connection herewith shall be limited to an action at law for money damages, which

shall in no event, exceed the fair market value of the Entry on the date hereof. Some jurisdictions may not permit certain liability limitations or waivers. If any court determines the law of such a jurisdiction applies, our liability shall be limited to the greatest extent permitted by law.

10. All Decisions Final: All decisions of WVN are final and binding in all respects.

11. Disputes: THE FILM FESTIVAL IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in the Film Festival, to the fullest extent allowed by law, Participant agrees that any and all disputes, claims, causes of action or controversies arising out of or in connection with the Film Festival, shall be resolved in arbitration individually and without resort to collective, class, or aggregate action, as set forth in the Terms and Conditions of the WVN website. By registering and/or submitting an Entry, each Participant irrevocably waives, to the greatest extent allowed by law, any right to seek and/or obtain rescission and/or equitable and/or injunctive relief. Further, in any such dispute, under no circumstances will Participant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e. costs associated with entering the Film Festival), and participant further waives all rights to have damages multiplied or increased.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL WVN OR THE WVN PARTIES BE LIABLE TO ANY PARTICIPANT OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF REVENUES, LOST PROFITS, LOST CAPITAL OR OVERHEAD, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT WVN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. No Obligation to Use: WVN shall have no obligation (express or implied) to use any Entry, or to otherwise exploit any Entry or, if commenced, to continue the distribution or exploitation thereof, and WVN may at any time abandon the use of the any Entry for any reason, with or without legal justification or excuse, and participants shall not be entitled to any damages or other relief by reason thereof. Moreover, no prior, present or future discussion and/or correspondence between WVN shall imply any obligation, unless in the form of a written and executed legal agreement and/or deal memorandum.

13. General Terms and Conditions: All federal, state, and local laws and regulations apply, and the Film Festival is void where prohibited. WVN reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Film Festival should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Film Festival. In such a case, WVN may select the recipients from all eligible Entries received prior to and/or after (if appropriate) the action taken by WVN. WVN reserves the right, at its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Film Festival or who violates these Film Festival Rules. WVN is 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 or the winning Entry, including without limitation any malfunctions or failures of computer

hardware, computer software, networks or telephone equipment or any technical problems or traffic congestion on the Internet or at any website or late, lost, damaged, or postage due mail, or any combination thereof.

Caution: Any attempt by a person to deliberately damage any website or undermine the legitimate operation of the Film Festival is a violation of criminal and civil laws and should such an attempt be made, WVN reserves the right to seek damages from any such person to the fullest extent of the law. WVN is not responsible for any typographical or other error in the printing of the offer, administration of the Film Festival, or in the announcement of the prize(s). WVN shall not be responsible for retaining copies of any Entry. These Film Festival Rules set forth the entire agreement and understanding between WVN and Participant concerning the subject matter hereof and merges and supersedes all prior discussions, agreements, and understandings of any kind between them. Notwithstanding anything contained herein to the contrary, WVN reserves the right, in its sole discretion, at any future time to terminate, modify, or suspend the Film Festival for any reason, in WVN's sole discretion. Participant shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. WVN's failure to enforce any provision of these Film Festival Rules shall not constitute a waiver of any provision contained herein. If any provision of the Film Festival Rules is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein. The titles of Sections of these Film Festival Rules are for convenience only and shall not be given any legal effect.

14. Further Documentation: If WVN desires to secure additional assignments for the Entry or other documents as WVN may reasonably require in order to accomplish the purposes and intents of these Film Festival Rules, each Participant or, if such Participant is a Minor, such Minor's parent or legal guardian, agrees to sign the same upon WVN requests therefore.

15. Fee Waiver: If you are unable to pay the Entry Fee(s) listed in paragraph 2 above, please complete the fee waiver request form: <https://forms.gle/FFk59nqEUFLQPQ2JA>

Please bear in mind that we are only able to provide a limited amount of fee waivers.

If you have any further questions, please contact: wvnonlinefilmfestival@womensvoicesnow.org.