# Rules & Regulations INCHES film competition 2008/2009



# 1. INTRODUCTION

INCHES is organizing a film competition with the aim to promote children's environmental health. Please note we will only consider films which have been produced at broadcast quality.

#### 2. KEY DATES

The competition opens 15 September 2008. Submissions close at midnight 1 March 2009 (GMT). Prizes will be announced in June 2009.

#### 3. ELIGIBILITY

The INCHES film competition 2008/2009 is open to all persons capable of creating a quality film based on one of the subjects: 'health and environment' or 'climate'.

Employees of INCHES, and their respective affiliates, parents and the immediate family members and/or those living in the same household of each such employee are not eligible to win this film competition.

#### 4. ENTRY REQUIREMENTS

All films must meet the following requirements and specifications to be eligible:

- 1. Films may have a maximum total running time of fifteen minutes, including titles and credits.
- 2. Films must be based on one of the subjects: 'health and environment' or 'climate'.
- 3. Films must be available in broadcast quality.
- 4. Non-English language works must include English subtitles.
- 5. Contributors must be the sole author(s).
- 6. INCHES will reserve the right to refuse any entry to its competition, at its own discretion. Submitted material must not contain obscene, unlawful or objectionable material.
- 7. The film must not, in the sole and unfettered discretion of INCHES, contain any sexually explicit, disparaging, libellous or other inappropriate content.
- 8. Content created to promote any product or service (e.g television commercials) will not be accepted.
- 9. By entering, filmmakers agree to INCHES showcasing their films during and after the competition and at conferences attended and/or organised by INCHES.
- 10. Any films accepted for the final jury voting must be submitted no later than midnight (GMT) on 1 March 2009.

# 5. ENTRY PROCESS

Complete the following steps to register and submit your film:

- 1. Visit www.inchesnetwork.net/filmcompetition.html for guidance before you start.
- 2. Make a DVD of your film and post it to:

Film Competition INCHES Postbox 163 6950 AD Dieren The Netherlands

- 3. Upload your film to YouTube. In the Description box, include the text: This film is an entry to INCHES film competition 2008. Please title your film 'INCHES film competition 2008/2009'.
- 4. Complete our online entry form (www.inchesnetwork.net/howtoenter.html) with your contact details and the YouTube link to your film.
- 5. When you complete our online entry form you will be required to click where indicated to signify that you:
- accept these rules
- have obtained all necessary Clearances (as hereinafter defined) prior to submitting your film
- agree to send/have already sent a DVD of your film to INCHES by post
- agree that by entering you give permission to INCHES to screen your film at events and online during and following the competition period and at conferences attended and/or organised by INCHES.

In the event that more than one person or group has participated in the production of a film submitted for entry, the film will be deemed entered by the person or group whose name is submitted through the registration process. If the film is selected as the winner in its category, the prize will be awarded to that individual or group only. If the same film is submitted by more than one entrant, the first entrant to have completed the registration process and uploaded the film will be deemed the entrant of that film. You may submit more than one film in accordance with the entry process, but you cannot submit the same film more than once.

## 6. JUDGING

An independent jury of professionals in the field of health, environment and climate and of professionals in the field of filmmaking will join INCHES Board Representatives to review and judge the films.

# 7. IF YOUR WORK IS SELECTED

If your film is selected by INCHES, we may get in touch to request film stills, a director photo and 100 word biography, and interviews with the director or production team.

Please note that by entering, filmmakers grant INCHES the rights to use footage, stills and/or titles, and information from the film for promotional purposes for a mutually agreed period. INCHES will seek to identify additional platforms to promote participating films.

#### 8. ANY OTHER QUESTIONS?

Contact us at: filmcompetition@inchesnetwork.net

#### 9. THIRD PARTY RIGHTS & CLEARANCES

All films must be the original work of the entrant and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the film contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to the submission of the film, any and all releases and consents necessary to permit use and exploitation of the film by INCHES in the manner set forth in the Official Rules without additional compensation, including, without limitation, location releases for footage shot at any location; name, voice and likeness releases for any person whose name, voice and/or likeness appears in the film (other than the entrant); releases for the use of any props, set dressings and other materials used in the film; releases from any individuals participating in the production of the film and releases for any other audio and/or audiovisual materials not wholly owned by entrant, which, in each case, are used in the film (collectively the "Clearances"). If any person(s) appearing in any film is (are) under the age of majority in their state of residence, the signature of a parent of legal guardian is required with each release. All signatures must be original.

#### 10. SPONSOR'S RIGHTS TO DISQUALIFY

At any time during the competition, INCHES reserves the right, in its sole and unfettered discretion, to disqualify and remove any film that potentially or actually infringes any third party's copyright(s). At any time during the Competition, INCHES reserves the right, in its sole and unfettered discretion, to disqualify and remove any film that it believes does not fall within the entry requirements in these Official Rules. INCHES reserves the right, in its sole and unfettered discretion, to verify at anytime during the Competition that all necessary Clearances relating to any film have been obtained. If INCHES believes, in its sole and unfettered discretion, that an entrant has failed to obtain any of the necessary Clearances relating to the entrant's film, the entrant's film will be disqualified and removed.

# 11. ENTRANT PERMISSIONS

- 1. By participating in this Competition, entrants agree that both during the Competition Period and following its completion, INCHES is authorized to display the films on INCHES website, on any and all other media in connection with the Competition and at events to promote wider awareness of children's environmental health issues.
- 2. By participating in the Competition, entrants grant permission to INCHES to use their names, likenesses, photographs, voices, sounds and/or biographical information and films in connection with the Competition and for any and all advertising, publicity and promotional purposes relating to the Competition without additional compensation, unless prohibited by law.
- 3. As a condition of entering your film, you will be required to sign a Release Agreement Form granting INCHES: i) the right to display your film, in whole or in part, on the INCHES website and/or on any websites owned or operated by or on behalf of INCHES or any of its related or affiliated companies, and on any website owned or operated by or on behalf of INCHES; ii) the right to use your film to create trailers, either for individual films or as a collection of films; and/or (iii) the right to use your film at events to promote wider awareness of children's environmental health issues during and following the Competition Period.

### 13. INTERNET

INCHES is not responsible for technical failures of any kind or any problems or delays arising from any technical, software or equipment malfunctions, computer viruses, congestion or unavailability of the Screening Room or the Registration Site during the Film competition Period, any other technical, equipment or human errors of any kind, or any damage or alteration to your film that may occur in connection with the uploading or display of the film. If INCHES determines in its sole discretion that there is any suspected or actual evidence of electronic or non-electronic tampering or fraud relating to any portion of the Film competition, or if technical difficulties compromise the integrity of the Film

competition, INCHES reserves the right to cancel, terminate, modify or suspend the Film competition, in whole or in part, at any time without notice. INCHES is not liable for any failure to screen films at any venue if that failure is due to circumstances beyond its control.

# 14. LIMITATION OF LIABILITY

By entering into this film competition, entrants hereby release and discharge INCHES and their respective affiliates, subsidiaries, assigns, agents, representatives, independent contractors, officers, employees and directors from and against any and all claims, liabilities, costs, damages and expenses of any kind arising out of or relating to their participation in this Film competition, their use or acceptance of any prize, the use by INCHES of any films submitted by entrants and/or any actions or decisions of INCHES in connection with the conduct and administration of this Film competition. Entrants hereby waive any right to seek injunctive or other equitable relief in connection with any claim against INCHES, any of the Sponsors, or any of their respective affiliates, subsidiaries, assigns, agents, representatives, independent contractors, officers, employees and directors.

The holder of the signature in the application form must be the legal owner of the film. The rule of accuracy for all the information indicated in the application form will be binding for the holder of the signature. The legal responsibility that could arise due to the said information will be borne by the holder of the signature.

# 15. MISCELLANEOUS

The Competition is governed and subject to the laws of the Netherlands. The decisions of INCHES are final and binding in all matters relating to this Film competition.

INCHES will be entitled to terminate, suspend or modify either its film competition or the related rules and regulations at any time.

Participants may submit more than one film. Films should be shot after 1 January 2006.

All liability regarding copyright permissions rests with the entrant together with all mailing costs.

Once submitted, the copies of the films and the documents for application will not be returned to the entrants. Therefore, submission of original materials is not recommended.

