

**SUNDANCETV SHORTS CONTEST**  
**OFFICIAL RULES 2018**

**NO PURCHASE NECESSARY TO ENTER OR WIN THE CONTEST. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS VOID WHERE PROHIBITED BY LAW. OPEN TO RESIDENTS OF FRANCE, SPAIN, SOUTH AFRICA, BELGIUM AND LUXEMBOURG ONLY. DO NOT ENTER THIS CONTEST IF YOU ARE NOT A RESIDENT OF FRANCE, SPAIN, SOUTH AFRICA, BELGIUM AND LUXEMBOURG. ONLINE ENTRY ONLY. INTERNET ACCESS IS REQUIRED TO ENTER.**

**CONTEST SUBMISSION PERIOD:** AMC/Sundance Channel Global Networks LLC (“**SundanceTV**”) Shorts Contest (the “**Contest**”) will begin on March 1st, 2018 at 12:00:00 noon (UTC) and end on April 15th, 2018 at 12:00:00 noon (UTC) (the “**Entry Period**”).

**ORGANIZER:** The Contest is organized by AMC/Sundance Channel Global Networks LLC, 11 Penn Plaza, New York, NY 10001, USA.

**CONTEST DESCRIPTION:** To enter, upload your original short film (less than fifteen (15) minutes in length) to one of the respective four (4) websites (the “**Websites**”) and follow the instructions to enter provided on the site. You must enter using the site of your country of residency. You are not permitted to enter using more than one site.

If you are a resident of Belgium or Luxembourg, please select “Belgium & Luxembourg” on the SundanceTVshorts.com dropdown menu.

If you are a resident of France, please select “France” on the SundanceTVshorts.com dropdown menu.

If you are a resident of Spain, please select “Spain” on the SundanceTVshorts.com dropdown menu.

If you are a resident of South Africa, please select “South Africa” on the SundanceTVshorts.com dropdown menu.

A panel of industry judges will select one (1) winning short film from each country: South Africa Belgium/Luxembourg, France, and Spain (four (4) winners in total) (the “**SundanceTV Shorts Jury Award**”). Each SundanceTV Shorts Jury Award winner will receive a trip for two (2) to the 2018 Sundance Film Festival: London (the “**Festival**”) and an opportunity to have their short film screened at the Festival and broadcast on-air on SundanceTV’s international channel feeds. Additional details provided below.

**ELIGIBILITY:** The Contest is only open to individuals who have directed or produced a film (not companies) and which are legal residents of South Africa, Belgium, Luxembourg, France, or Spain and who are at least 18 years of age at the time of submission. The Contest is void outside of South Africa, Belgium, Luxembourg, France, and Spain and where prohibited by law. Employees, directors and officers of SundanceTV and any of their respective affiliates, parents, subsidiary companies, partners and advertising and promotion agencies (collectively, the “**Contest Entities**”) and members of their immediate families (spouses, parents, children and siblings and their respective spouses, regardless of where they reside) and/or those living in the same household of any of the foregoing are not eligible to enter or win. Public officials and members of their immediate families (spouses, parents, children and siblings and their respective spouses, regardless of where they reside) are prohibited from entering this competition. By participating in the Contest, you agree that: (1) you have read and understand these Official Rules; (2) you meet the Contest eligibility requirements as explained in these Official Rules; (3) you unconditionally accept and agree to comply with and abide by these Official Rules and the decisions of SundanceTV, whose decisions shall be final and binding in all respects.

In the event more than one person appears in an Entry, only the person who submitted the Entry will be considered a contestant.

**HOW TO ENTER:** NO PURCHASE IS NECESSARY TO ENTER OR WIN, and no entry fee or payment is necessary to participate in the Contest. To enter, visit the Website for your region and register by creating a user name and password and by submitting a link to view your film. Acceptable viewing links include Vimeo, YouTube, DropBox. You will also have the option to add a password for your link. Then complete and submit the official contest entry form and affirmatively indicate acknowledgement and acceptance of these Official Rules and all other terms and conditions governing the Contest. You must provide all of the information requested on the contest entry form. By registering, you warrant that the data submitted is truthful and accurate and do not harm the interest and right of any third party. Incomplete entries or entries that do not fully comply with these Official Rules and the Submission Specifications, in the sole discretion of SundanceTV, will not be eligible. You are eligible to enter the contest for multiple short films.

**SELECTION OF WINNERS:** Four (4) Jury Award winners (one (1) each from South Africa, Belgium/Luxembourg, France, and Spain) will be selected.

After the close of the Entry Period, all eligible entries will be reviewed by a panel of judges. The judges will select, in their sole discretion, one (1) winning short film from each of South Africa, Belgium/Luxembourg, France, and Spain (the SundanceTV Shorts Jury Award winners) based on the quality of the short film, including its creativity, production value and overall execution. SundanceTV will post the names and short films of the SundanceTV Shorts Jury Award winners on the Websites on or about May 8, 2018.

**PRIZES:** Each SundanceTV Shorts Jury Award winner will receive (i) round-trip coach, train or air transportation for two (2) people from locations within South Africa, Belgium/Luxembourg, France, and Spain, as applicable, to London, England (ii) two (2) nights

hotel accommodations (based on double occupancy) (iii) two (2) passes to the 2018 Sundance Film Festival: London (iv) tickets to screenings; as well as the opportunity to have his or her winning film screened at the *Sundance Film Festival: London* and broadcast on *SundanceTV* international channel feeds. Each SundanceTV Shorts Jury Award winner will also receive 1,000 USD for the broadcast of their film on SundanceTV's international channel feeds on the following terms: a 3-year license period, starting July 1<sup>st</sup>, 2018, on a non-exclusive basis, covering worldwide rights. The SundanceTV Shorts Jury Award winner will be required to enter into a programme license agreement with an affiliate of SundanceTV in order for their film to be broadcast on SundanceTV's international channel feeds. **The approximate total retail value of the SundanceTV Shorts Jury Award is EUR 3,000.**

The screening portion of the SundanceTV Shorts Jury Award is subject to availability. The short films may be screened prior to or together with other short and/or feature length films, in the sole discretion of SundanceTV. The short films may be broadcast on the SundanceTV channels on any day and during any day part, in SundanceTV's sole discretion.

Actual retail value may vary based on fare fluctuations and the distance between the departure city and destination. All other expenses including, without limitation, taxes and incidental expenses not specifically mentioned in these Official Rules (including without limitation, transportation in the destination city and between winner's home and train station or airport, incidental charges, meals and gratuities) shall be the responsibility of the SundanceTV Shorts Jury Award winner. The SundanceTV Shorts Jury Award winner and winner's travel companion must have all necessary identification and/or travel documents (e.g. a valid Passport or Identification card, visa etc.) required for travel. Travel dates will be between the dates of May 31, 2018 and June 3, 2018, as selected by SundanceTV in its sole discretion. Exact travel arrangements are subject to availability at the time of inquiry and blackout dates and are subject to change. The SundanceTV Shorts Jury Award winner must agree to departure and return dates as specified by SundanceTV or prize will be forfeited. Travel arrangements will be determined by SundanceTV. SundanceTV is not responsible for and assumes no liability for cancellation or unavailability of specific flights or hotels. SundanceTV Shorts Jury Award winner and guest must travel on the same itinerary. Travel companion must be eighteen (18) or older unless the SundanceTV Shorts Jury Award winner is his or her parent or lawful guardian. SundanceTV Shorts Jury Award winner and winner's travel companion must complete and sign a travel release prior to ticketing. Once travel is booked, no changes or cancellations will be accepted. Other restrictions may apply. An unforeseen change in event scheduling or other factors not directly related to the Contest may result in a change of time and/or place of the prize trip and possibly its cancellation, in which case a prize of at least equal value will be substituted if the prize shall have already been awarded.

The prizes cannot be redeemed for cash value, cannot be used in conjunction with any other promotion and cannot be transferred. No substitution or transfer of prizes is permitted. Prize will be awarded.

**WINNER NOTIFICATION/CONFIRMATION:** No potential prize winners (SundanceTV Shorts Jury Award winner) are official winners unless SundanceTV confirms such. Potential prize winners will be notified via email or phone. SundanceTV will make two (2) attempts, two (2) calendar days apart, to contact the potential prize winner via such method(s). Potential prize

winner will have two (2) calendar days from the time of the first notification attempt to respond to SundanceTV or SundanceTV may disqualify that person and notify an alternate potential winner. The alternative potential winner will be notified in the same manner as stated above.

The potential winner will be required to submit an Affidavit of Eligibility / Release of Liability / Publicity Release / Prize Acceptance Form (collectively, the "**Affidavit**"). The Affidavit must be signed and returned to SundanceTV. Non-compliance may result in disqualification and award of the prize to an alternate winner. If any potential winner is found to be ineligible, or if he/she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected as described above. Winners agree that their online name, first and last name or any part thereof, photographs or videos of them, and their city/town/village of residency uploaded when entering the Contest, may be used to announce the winner and for publication, advertising and promotional purposes. Entrants hereby waive, release, and agree to hold SundanceTV and Contest Entities harmless against any and all claims based on privacy, publicity, defamation, misappropriation, intellectual property or other claims for any use of their entries or information about them.

#### **SUBMISSION SPECIFICATIONS:**

- All short films submitted **must** be in English or contain English subtitles.
- Submissions can be in the form of either a fictional narrative or documentary.
- There is NO limit of short film submissions per person and per email address.
- Each short film submitted must be wholly original and substantially different from any other short film submitted by one given participant.
- Short films may be a maximum of fifteen (15) minutes in length.
- **The short film must be submitted via a viewing link from Vimeo, YouTube, Dropbox, or similar source. The film owner can choose to provide a private link with password.**
- Each short film submitted must not have been, and must not be scheduled to be, in the four (4) months following the date of submission, premiered on any other pay TV or free-to-air television channel, or subscription-based programming services (for example, Netflix, Amazon Prime Video).
- All submitted short films must have been created after December 31, 2016.

If your short film is selected, you will be required to provide us with a “clean copy” (no subtitles) of your short film in one of the following formats: Apple Pro Res 422 1920 x 1080 and DVC Pro in either 25 frames per second or 24 frames per second stereo full mix and provide us with clearance paperwork for your short film in forms acceptable to SundanceTV in order to be considered for any prize. In addition, a script and still images of the short must be submitted.

**Short films that, in SundanceTV’s sole and absolute discretion, violate the following criteria could be disqualified:**

- Contains gratuitous or unnecessary violence, obscenity, or is sexually explicit, racially or religiously disparaging, libelous or contains other inappropriate material;

- Disparages, defames, misrepresents or is libelous to other people or companies (including, without limitation, SundanceTV) or endorse any form of hate or hate group;
- Contains trademarks, logos, or trade dress (such as distinctive packaging) owned by others without their permission; or any commercial content that promotes any product or service;
- Contains copyrighted materials owned by others (including notably photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies, music or other media) without their permission (However, note that works in the public domain can be used without permission. So, for example, if you choose to include a print of the Mona Lisa in the background of a scene, you would not need permission. If you have any questions as to whether a particular work is in the public domain, please consult an attorney or omit the work);
- Contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead without their permission (for example, if your short film contains footage from inside a store and employees or customers of such store are recognizable in the footage, you will be required to provide a written release executed by each such recognizable employee or customer; however, if your short film contains references to or images of early U.S. presidents, you would not need permission); or
- Violate any law or regulation.

You understand and agree that no confidential or fiduciary relationship is established by your submitting a short film to SundanceTV hereunder.

**YOUR REPRESENTATIONS:** By submitting your short film, you represent and warrant that you have discharged, paid or obtained (or will discharge, pay or obtain) all of the following: (a) Copyright and neighboring rights: All claims and rights of the copyright holders and holders of any neighboring rights or any other rights, if any, in literary, dramatic, musical or other material, including stories, plays, scripts, scenarios, themes, incidents, plots, photos, clips, characteristics, dialogue, music, words appearing, used or recorded in your short film; (b) Contracts: All obligations, of any kind, including, without limitation, those with artists and personnel, relating to purchases, licenses, laboratory contracts, distribution, exhibition, performance or use of your short film; and (c) Guild/Union/Performing Rights Society/Participation Payments: Any payments required to be made by any performing rights society or to any body or group representing authors, composers, musicians, artists, and other participants in the production of your short film, publishers or other persons having legal or contractual rights of any kind to participate in the receipts of your short film or to payments of any kind as a result of the distribution or exhibition of your short film and any taxes thereon or on the payment thereof.

**ADDITIONAL REPRESENTATIONS:** You warrant and represent that (a) you are the sole and exclusive owner of the short film and all rights therein; (b) you have the full and exclusive right, power and authority to submit the short film and to grant us the rights to the short film herein granted upon the terms and conditions set forth herein; (c) no part of the short film has been submitted to another competition or premiered on any other platform; (d) no rights in the short film have been previously granted to any person, firm, corporation or other entity or otherwise exercised or made use of or encumbered in any way; (e) your short film does not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights (including intellectual property rights) or

any other third party rights; (f) if any short film contains persons other than yourself or third party elements not owned by you, that you have obtained express written consent to submit such short film and, if requested to do so, can produce such written consent in a form and manner acceptable to us, and (g) you are not a public official or a member of a public official's immediate family (spouses, parents, children and siblings and their respective spouses, regardless of where they reside) .

**CONDITIONS OF USE OF SHORT FILM:** If your short film is used by us in any way you may be required to execute and return an affidavit of eligibility, liability/publicity release as well as a fully-executed release in a form and manner acceptable to SundanceTV for each (a) person other than yourself who appears in your short film and/or (b) owner of any third-party element not owned by you appearing in your short film. Failure to return any of these documents within the time period specified by us, the return of any notification as undeliverable, or your noncompliance with these Official Rules will result in the disqualification of your short film.

**GRANT OF RIGHTS:**

The SundanceTV Shorts Jury Award winner grant to SundanceTV and their respective designees a 3-year (starting on July 1<sup>st</sup>, 2018) non-exclusive, worldwide, royalty-free, sub-licensable, irrevocable right to make use of the short film and any person's property (physical and personal and indicia) contained therein, in any media such as the internet, social media, film and movie theaters, public screenings, video-on-demand, cable or satellite broadcast, television broadcasts, delayed viewing, without any payment (except for the SundanceTV Shorts Jury Award winner who will receive \$1,000 for the broadcast of their film on SundanceTV's international feeds) or other consideration of any kind, or permission or notification, to you or any third party. SundanceTV reserves all rights, on a non-exclusive basis, including without limitation, the right to reproduce, record, alter, amend, edit, including to add subtitles or to dub, publish, publicly perform, use, broadcast and stream the short film in connection with and in any and all media such as the internet, social media, film and movie theaters, public screenings, video-on-demand, cable or satellite broadcast, television broadcasts, delayed viewing for no additional consideration. Without limiting the foregoing, SundanceTV shall have the right to use the short film in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose, including, without limitation, the promotion and/or marketing of SundanceTV and their respective goods and services. You irrevocably relinquish the use of all so-called "moral rights (droit moral)" such as the right of divulgation, the right of acknowledgement or the right of integrity of the work. All other rights in and to your short film are retained by you.

You acknowledge and agree that you do not have and shall not acquire directly or indirectly through your participation in this Contest by any means and in any manner any rights including any property rights or intellectual property rights with respect to SundanceTV.

**PRIVACY:** You understand that you are providing your information to SundanceTV. The information you provide will be used to administer the Contest including, without limitation, to communicate with entrants or potential winners, to email information collected to contact potential winners and to post the winners' list. To the extent permitted by law, SundanceTV may contact you by email or otherwise to send you company updates and announcements and you can

unsubscribe at any time; or to request your consent to receive company updates and announcements. (For all terms and conditions of SundanceTV's privacy policy please see your local SundanceTV website - <http://www.sundance.tv/fr/a-propos/confidentialite> , <http://amcnetworks.es/politica-de-privacidad/> ("SundanceTV's Privacy Policy"))

Any data collected will not be sold to third parties. Except as otherwise stated in these Official Rules, any personal information collected in connection with this Contest will be used in accordance with the SundanceTV's Privacy Policy and with any other consent given by an entrant, winner, or guest. Participation in this Contest constitutes consent to SundanceTV's Privacy Policy and to transfer personal information to SundanceTV's or its vendors' servers in the United States for administration of the Contest and other communications.

**Protection of Children:** The Company does not knowingly collect or use any personal information from children (minors younger than 14) through the Website. If you are a parent and believe SundanceTV may have inadvertently collected such information from your child, please notify SundanceTV immediately by sending an email to [stvshorts@amcnetworks.com](mailto:stvshorts@amcnetworks.com)

**Questions, Comments, or Contact Us:** If you have questions or comments about this Privacy Policy, or you wish to access or make changes to information we have about you, please contact us at: AMC/SundanceTV Global Networks LLC, 11 Penn Plaza, New York, NY 10001 or E-mail: [stvshorts@amcnetworks.com](mailto:stvshorts@amcnetworks.com)

**OTHER CONDITIONS:** Entrants agree that the Contest Entities shall not be responsible or liable for any losses, damages or injuries of any kind resulting, in whole or in part, directly or indirectly, from participation in the Contest or any Contest-related activity, including, without limitation, from acceptance, receipt, possession and/or use or misuse of a prize. SundanceTV reserves the right in its sole discretion to cancel or suspend this Contest, in its entirety or in part, for any reason, including should virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt the administration, security, fairness, integrity or proper play of the Contest, or any part of it. Contest Entities are not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest, by any technical or human errors which may occur in the transmission or processing of the entries in the Contest. In the event of termination or cancellation, SundanceTV reserves the right to award the prize from among all eligible, non-suspect, entries received prior to the date of the termination or cancellation using the judging criteria outlined above, at the sole discretion of SundanceTV. SundanceTV reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or Website, or to be acting in an unsportsmanlike or disruptive manner or in violation of these Official Rules. Contest Entities are not responsible for entries that are late, tampered with, forged, incomplete, misdirected, lost, misplaced, stolen, delayed, garbled, damaged, inaccurate, undelivered, destroyed or otherwise not in compliance with these Official Rules, and all such submission/entries will be void. SundanceTV reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Contest; or to be acting in any manner deemed by SundanceTV to be in violation of the Official Rules; or to be acting in any manner deemed by SundanceTV to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. All prizes are awarded "AS IS" and without warranty of any kind, express or implied,

including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Any and all guarantees and warranties on merchandise prizes are subject to the manufacturer's terms and conditions and winners agree to look solely to said manufacturers for any such warranty or guarantee claim. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SUNDANCETV RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISPUTES:** THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE NON-EXCLUSIVE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER OTHER DAMAGES OF ANY KIND AND NATURE, INCLUDING PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. YOU HAVE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE LITIGATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES.

**FURTHER DOCUMENTATION:** If SundanceTV shall desire to secure additional assignments or certificates of engagement for the entry or other documents, releases, and Affidavit as SundanceTV may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon SundanceTV's request thereof to remain eligible for the prize. SundanceTV may require that the winners complete a W-8BEN form for tax reporting.

**MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. SundanceTV's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.

A complete list of winners or a copy of these Official Rules will be provided to anyone that requests such information, by providing SundanceTV with a self-addressed stamped envelope to the attention of "SundanceTV Shorts" at SundanceTV's address listed above. Requests must be received by May 18, 2018.