

The IF 7 Days Brief - YouTube Contest Official Rules

The IF Youtube Contest consists of a 7 day film challenge, where participants must create a video ad for a charity according to a given brief (the "Video"). Videos will be evaluated by a panel of judges, who will choose the winning entry in accordance with these Rules. The prize will be awarded to the team with the highest score. See below for complete details.

1. **BINDING AGREEMENT:** In order to enter the Contest, you must agree to these Official Rules ("Rules"). Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of a Video in the Contest constitutes agreement to these Rules. You may not submit a Video to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and the Sponsors with respect to the Contest.

2. **SPONSORS:** The Contest is sponsored by IF! Festival.

3. **ELIGIBILITY:** A category entry to the competition is in a team of two (2) people. All entrants must be registered users of the YouTube website who wish to enter the Contest and:

a. ARE UNDER 29 YEARS OLD ON 27TH OCTOBER, the closing date of the contest (i.e. a participant may turn 29 on 27th October following the contest period) b. BASED IN EU c. A REGISTERED USER OF THE YOUTUBE WEBSITE d. NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE

PROHIBITED and residing in EU ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE RULES.

4. **CONTEST PERIOD:** The Contest begins at 10:00 am on 20th October 2018 and ends at 10:00 am on 27th October 2018 (the "Contest Period").

5. **ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.**

6. **HOW TO ENTER:**

- You have to be a Youtube channel owner.
- You have to upload your video on your youtube channel and after send the link to info@adci.it along with a copy of a valid identity document of each team member where is possible to verify NAME, SURNAME and DATE OF BIRTH.

7. **LIMIT ONE (1) ENTRY PER TEAM:** Subsequent entries will be disqualified. All entries must be received by 10:00 PM (GMT +4) on 27th of October. Entries are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. All entries will be deemed made by the registered user of the YouTube account via which the Video is submitted at the time of entry, and potential finalists may be required to show proof of being the account holder.

8. **VIDEO REQUIREMENTS.** The Video must fit the creative brief (festival website) (the "Brief"), include any elements defined within the Brief, and meet the following criteria:

1) Technical Requirements

2) Running time for Video: between 30 seconds to 1 minute long. If it is longer than this, only the first 60 seconds will be evaluated.

3) Language: English or Italian

4) By entering, Entrants residing in countries where YouTube is localized agree to comply with YouTube's Terms of Use (www.youtube.com/t/terms), inclusive of its Community Guidelines (www.youtube.com/t/community_guidelines) and Privacy Policy (www.youtube.com/t/privacy) specific to their localized version, all of which are incorporated by reference into these Rules. The United States version of said terms, guidelines, and policies will be in effect for Entrants not residing in a country with a localized version of the YouTube Site. By entering, regardless of country of entry, each Entrant represents and warrants that he or she has obtained all of the rights, licences, and permissions in writing from any person who may have helped create the Video; and that his or her Video conforms to these Rules, and:

a) Is not derogatory, offensive, threatening, defamatory, disparaging, libelous and does not contain any content that is in appropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest;

b) Does not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, provincial or local laws and regulations the laws or regulations in any state where the Video is created;

c) Other than the permitted logos from the Charity which can be found in the Brief (check out the Dropbox link), does not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by IF festival, in its sole discretion;

d) Is an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity other than the Permitted Logos; e) It does not contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights;

f) Is the original work of the Entrant;

g) Does not contain any thoughts, ideas, musical compositions, sound recordings, audio-visual works or other creative elements or intellectual property of a third party (other than the Permitted Logo);

h) Has not previously been submitted in any competition and has not won an award or prize of any kind;

i) Does not contain any use of the names, likenesses, photographs, or other identifying elements, in whole or in part, of any person, living, or dead without permission;

j) Other than the Permitted Logos, does not include trademarks, logos, or copyrighted material not owned by Entrant or used without permission (including but not limited to company names, music, photographs, works of art, or images published on or in websites, television, movies, or other media) or otherwise infringe or violate the rights of any third party, including but not limited to,

copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property rights;

k) Does not include threats of any kind or that intimidate, harass, or bully anyone;

l) Does not violate any local, state, national or international law or post any content that would encourage or provide instructions for a criminal offense;

m) During the Contest Period, IF, its agents and/or the Judges (defined below) will be evaluating each Video to ensure that it does not violate the Video Requirements. While IF, its agents and/or the Judges will make every effort to review the submitted Videos to ensure that they meet the Video Requirements, they may not be able to view every Video during the Contest Period. Thus, if a participant views a Video that it believes violate the Video Requirements, it can contact ADCI at info@adci.it. The email must identify the Video at issue and explain the potential issue. The Sponsors reserve the right, in its sole discretion, to disqualify any Entrant who submits a Video that does not meet the Video Requirements.

9. PRIZES FOR THE GRAND PRIZE WINNING TEAM: The prize will be awarded after closure of the contest to the Grand Prize Winners. Sponsor will award Google Home to each of the two (2) Grand Prize Winner in the team.

10. INTELLECTUAL PROPERTY RIGHTS: As between Sponsors and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the Video. As a condition of entry, Entrant grants the Sponsors including IF, YouTube and FAO, as well as their subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display a Video:

1) For the purposes of allowing IF, the Judges and YouTube viewers to evaluate the Video for purposes of the Contest

2) In connection with advertising and promotion via communication to the public or other groups, including, but not limited to, the right to make screenshots, animations and video clips available for promotional purposes; without further review, notice, approval, consideration, or compensation.

11. PRIVACY: Entrants agree that personal data entered during the Contest shall be used by YouTube and its associated companies in accordance with the YouTube Privacy Policy located at www.youtube.com/t/privacy and by IF in accordance with [<https://www.thesevendaybrief.it/privacy>]. By entering, entrants agree to the transmission, processing, sharing and storage of this personal data in the United States. If an Entrant does not provide data required at registration, that Entrant's Video will be ineligible. By accepting a prize, Entrant agrees and consents to Sponsor's and their agencies use of Entrant's name and/or likeness and Video to name the Entrant for a reasonable time after completion of the Contest in promotional and advertising material of Sponsors (or their agents) as a winner of the Contest without additional compensation, unless prohibited by law: 1) The data controller are the Sponsors and the data recipients are the Sponsors, Action Aid and their agents; 2) Your data is collected for purposes of administration of the promotion and for marketing purposes; 3) You have a right of access to and withdrawal of your personal data. You also have a right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to ADCI, Carlo Maria Maggi, 4 20154 Milan

11. PUBLICITY. By accepting a prize, Entrant agrees to Sponsors and their agencies use of his

or her name and/or likeness and Video for advertising and promotional purposes without additional compensation, unless prohibited by law. They also accept that the charity will use the video to promote their cause.

12. INDEMNITY: To the maximum extent permitted by law, each Entrant indemnifies and agrees to keep indemnified Sponsors and their affiliates at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth in these Rules. To the maximum extent permitted by law, each Entrant agrees to defend, indemnify and hold harmless the Sponsors from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from 1) Any Video or other material uploaded or otherwise provided by the Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, 2) Any misrepresentation made by the Entrant in connection with the Contest; 3) Any non-compliance by the Entrant with these Rules; 4) Claims brought by persons or entities other than the parties to these Rules arising from or related to the Entrant's involvement with the Contest; 5) Acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; 6) Any malfunction or other problem with the Contest Site; 7) Any error in the collection, processing, or retention of entry information; or 8) Any typographical or other error in the printing, offering or announcement of any prize or winners.
14. ELIMINATION: Any false information provided within the context of the Contest by any Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the Entrant from the Contest.
15. LIMITATION OF LIABILITY: Except where prohibited by law and to the extent that the negative consequences described below are the foreseeable result of matters within the Sponsors reasonable control and are the direct consequence of negligence or default by any of them, the Sponsors are not responsible for any incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the YouTube Site, for the inability to upload or download any Contest-related materials from the YouTube Site, or for late, lost, damaged, misdirected, delayed, garbled, incorrect or incomplete Videos.
16. RIGHT TO CANCEL, MODIFY OR DISQUALIFY: If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, the Sponsors reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest. The Sponsors further reserve the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or Contest Site.
17. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the

submission of a Video into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with the Sponsors. You acknowledge that you have submitted your Video voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and the Sponsors and that no such relationship is established by your submission of a Video under these Rules.

18. Your rules must clearly state that YouTube is not a sponsor of your contest and ask users to release YouTube from all liability related to your contest.

EACH ENTRANT ACCEPTS THE CONDITIONS STATED IN THESE RULES, AGREES TO BE BOUND BY THE DECISIONS OF THE SPONSORS, WARRANTS THAT S/HE IS ELIGIBLE TO PARTICIPATE IN THIS CONTEST, AND AGREES EXCEPT TO THE EXTENT THAT ANY PERSONAL INJURY OR DEATH IS CAUSED BY THE SPONSORS NEGLIGENCE OR BREACH OF THESE RULES AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THAT THE SPONSORS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE USE, ACCEPTANCE, OR MISUSE OF ANY ENTRY MATERIAL, OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY CONTEST-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE ENTRANT'S BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE CONTEST, INCLUDING THESE RULES. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS AND EACH OF THEIR LICENSEES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE REVIEW OF ANY VIDEO BY CANNES LIONS, EACH ENTRANT UNDERSTAND AND AGREES TO BEAR SOLE LIABILITY FOR THE CONTENT OF HIS/HER VIDEO AND AGREES TO INDEMNIFY THE SPONSORS FOR ANY DAMAGES AND/OR COSTS INCURRED AS A RESULT OF A THIRD PARTY'S CLAIM OR DEMAND RELATING TO THE CONTENT OF HIS/HER VIDEO.