

# THE DIRECTOR'S CUT OFFICIAL RULES, TERMS AND CONDITIONS.

1. **INTRODUCTION.** The Director's Cut Short Film Competition (the "Contest") gives filmmakers the opportunity to compete through 4 Phases:

- PHASE 1 ("Phase 1"). Compete to have their Short Film (the "Film") selected as one of the twenty ("20") to be displayed on the Contest homepage located at [www.thedirectorscut.org](http://www.thedirectorscut.org) (the "Site")
- PHASE 2 ("Phase 2"). Compete for the Director's Cut Viewer's Choice Award (the "Viewer's Choice") held on the Site voted by the online viewers to win \$100 and the Viewer's Choice Trophy (the "VC Prize").
- PHASE 3 ("Phase 3"). To be one of the 10 most voted Films to compete in the screening at the Director's Cut Location in front of a live audience. The selection of Films are then judged by a panel of Film Industry Peers, Directors, Producers, Actors, Agents, Critics, Professors and celebrity guests (the "Panel"). The Panel selects a winner. The prize is a cash sum anywhere between \$1,000 - \$6,000, the contest trophy, Production aid and other sponsored items (the "DC Prize").
- PHASE 4 ("Phase 4"). To be selected as one of the Films presented and distributed on the Director's Cut DVD release.

VIBETRIBE, Inc. ("VIBETRIBE") and INBOND Management, Inc. ("INBOND") are the joint primary sponsors, creators and owners of the Contest with rotating co-sponsors. The Contest is held once every calendar month (the "Contest Period"). The Viewer's Choice is held over the period between Contests usually the length of a calendar month. By entering the Contest, each individual entrant (the "Entrant") agrees to abide by all the terms and conditions of these Official Rules and the decisions of Contest Staff ("Staff"), which shall be final and binding in all respects.

2. **ELIGIBILITY.** This competition is open to all amateur and professional filmmakers. Entrants must be the age of majority or older in their state, county, city or country of residence. This contest is open to the world territory.

3. **ENTRY PROCESS.** Individuals may enter this Contest by visiting the Site, and completing the form and payment on the submit section (the "Submission").

In regards to the Contest, each Entrant must complete the following:

- Ship a DVD/MPEG recording (the "Media") of the Film including a printout of the submission form and check (if selected method of payment) to "The Director's Cut, 88 Lexington Avenue, Suite 2K, New York NY 10016 USA." N.B. The Director's Cut takes no responsibility for lost or damaged submissions. In such cases, no fee will be refunded to the Entrant. (Insured or recorded delivery of media is strongly advised).
- Complete all fields displayed through the Submission including the payment of the obligatory entrance/processing fee of \$30.00 for entries post-marked before or on the submission deadline or \$45 for entries after the submission deadline but post-marked before or on the Late Submission deadline. Payment can be made securely through the Site via the Submission. All major credit cards accepted, or, alternatively a check may be made out to The Director's Cut and sent along with the Media.
- Alternatively, WithoutABox members may submit their Film via the WAB submission process [www.withoutabox.com](http://www.withoutabox.com).

4. **FILM ENTRY REQUIREMENTS.** Entrants' submissions must meet the following specifications and requirements to be eligible:

- Each Entrant may submit one (1) Film during each Contest Period.
- Be no more than ten (10) minutes and no less than two (2) minutes in total running time including credits.
- Film may be a Short or a Trailer for a feature seeking funding.
- One Entrant may represent a group (e.g. Production Company). Under such circumstance, if the Entrant wins, the prize will be presented to the named Entrant.
- Multiple Entrants that submit the same Film will be treated on a first come, first serve basis. If the Film wins, the Entrant that first submitted the Film and has legitimate association with the Film shall receive the prize.
- Prior to the Submission, Entrants are responsible for obtaining from all applicable individuals or entities, any and all required rights, releases, consents, clearances, licenses and other authorizations necessary to exploit the Films in the manner and media set forth in these Official Rules, including but not limited to, location releases; a name, voice and likeness release for each person included or visible in the Film (other than Entrant); releases for any audio and/or audiovisual material not wholly-owned and controlled by Entrant; materials releases relating to any props, set dressing and other materials appearing in the Films and releases from any individuals participating in the production of the Films (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 the respective parent or legal guardian is required on each release. All signatures must be original. By completing the Submission the Entrant hereby confirms that all clearances have been duly obtained.
- Not infringe upon copyrights, trademarks, rights of publicity, rights to privacy, or any other rights of any individual or entity. Be either an entirely original work of Entrant or, if any elements of the Film are not original, Entrant must have obtained all applicable Clearances prior to registration to be able to include these elements in the Film and to exploit the Films in the manner and media set forth in these Official Rules.
- Be non-commercial in nature (e.g., no infomercials or commercials), fall within the equivalent of a G, PG, PG-13, or R rating as such ratings are determined for theatrical Films by the Motion Picture Association of America, and not contain any sexually explicit, disparaging, libelous or other inappropriate content or any nudity;
- Not be subject to any liens, claims or encumbrances, which may conflict with the exploitation of the Film as set out in these Official Rules.
- At any time during the Contest, the Staff 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 Contest, Staff reserves the right, in its sole and unfettered discretion, to disqualify and remove any Film based on the belief that such Film does not fall within the G, PG, PG-13 or R ratings categories described above, contains any inappropriate content, infringes the rights of any third party, or otherwise does not meet any other requirements in these Official Rules. Staff reserves the right, in its sole and unfettered discretion, to verify that all necessary Clearances relating to any Film have been obtained. If, Staff 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 submission will also be disqualified and removed. In the event of any disqualification as a result of violation of the rules set out in the entrance requirements, no refund on paid fee will be given.

5. **SELECTING THE WINNER.** The Staff will review up to 500 submissions over the period of one (1) calendar month. Twenty (20) will be chosen based on their entertainment value and screened on the Site for the following calendar month up until the date of the Contest. Viewers of the site will be given the opportunity to vote for their favorite Film. The Film garnering the most votes shall win the VC Prize and have his/her/their Film entered into the Contest where it will be screened along with the other nine (9) highest scoring Films on the Site. The selection of ten (10) Films shall be judged by the Panel resulting in the selection of the winner who receives the DC Prize.

6. **THE DIRECTOR'S CUT DVD.** The Entrant hereby grants a license for the use of his/her/their Film in the production and release of The Director's Cut DVD Short Film Series (the "DC DVD"). Rates and scales for said license will be reasonably negotiated to the standard industry rates at that time. The license will be granted for all territories. The DC DVD shall comprise a compilation of Films selected from the all Entrants.

7. **RIGHTS AND PERMISSIONS.** By participating in this Contest, Entrants agree that during the Contest Period, The Director's Cut and its third party vendors engaged to implement this Contest are authorized to display the Films on the Site and/or at the screening event in connection with the Contest. Entrants also agree that the co-sponsors are authorized to display the Films on a website owned or operated by or on behalf of any of the co-sponsors (a "Co-Sponsor Site") after the Contest Period ends. If any Co-Sponsor intends to display a Film on its site, the requesting co-sponsor will be responsible for obtaining any appropriate written permission from the Entrant, and may require that the Entrant submit to a separate clearance process to confirm that such Entrant has obtained all of the necessary Clearances relating to such Film. Each Finalist grants The Director's Cut the right to display his/her/their Film in the Contest in the manner described in all phases.

- All Entrants grant permission to The Director's Cut and the co-sponsors to use their names, likenesses, photographs, voices, sounds and/or biographical information in connection with the Contest and for any and all advertising, publicity and promotional purposes without additional compensation, unless prohibited by law.

- As a condition of becoming a Finalist, each Finalist must sign a Release Agreement Form granting The Director's Cut the right to display his/her Film, in part or in its entirety on the TheDirectorsCut.org website or any other websites owned or operated by, for or on behalf of TheDirectorsCut.org or any of its related or affiliated companies (collectively, the "Contest Sites") for a period up to six (6) calendar months from the completion of the Contest Period. Each Finalist must also grant to The Director's Cut the right to use part of his/her Film to create trailers, including but not limited to, trailers that may be a collection of the Films of all the Finalists, and other promotional materials to be used by The Director's Cut for promotional purposes. Apart from the screening of the Films in the Contest, finalists understand that nothing in this section obligates The Director's Cut to display any of the Finalists Films in any way. Finalists further agree, except where prohibited by law, to grant The Director's Cut the right to use his/her/their name, likeness, photographs, voices, sounds and and/or biographical information for any and all future advertising, publicity and promotional purposes without additional compensation, unless prohibited by law.
- As a condition of becoming the Grand Prize winner, the Grand Prize winner must sign a Release Agreement Form granting The Director's Cut the right to display his/her/their Film, in part or in its entirety on the Site and any website owned or operated by or on behalf of VIBETRIBE or INBOND for a period of one calendar year from the completion of the Contest Period. Further more, by agreeing to these rules, terms and conditions, all Entrants grant The Director's Cut the right to screen any or all Films on terrestrial, cable or satellite television stations as part of promotion of The Director's Cut and/or its Entrants. The Grand Prize winner must also grant to The Director's Cut the right to use part of his/her Film to create trailers, including but not limited to, trailers that may be a collection of the Films of the Grand Prize Winner and the other Finalists, and other promotional materials to be used by The Director's Cut for promotional purposes. The Grand Prize winner understands that nothing in this section obligates The Director's Cut to display any of his/her Film in any way.

**8. RIGHTS AND INDEMNIFICATION.** By entering the Contest, each Entrant releases, forever discharges, holds harmless and indemnifies The Director's Cut, Staff, VIBETRIBE, INBOND and their respective affiliates, subsidiaries, licensees and assigns, and all of such parties respective officers, directors, employees, agents, representatives, independent contractors and affiliates (hereinafter, "Released Parties") from and against any and all claims, liabilities (including, but not limited to, attorneys' fees and disbursements), demands and actions of every kind and nature, whether or not now known or suspected (collectively, "Claims"), arising out of or in connection with the Contest, any Film or other materials submitted by the Entrant (including, but not limited to, any and all claims of third parties, whether or not groundless, based on the Film or such other material, including, but not limited to, Entrant's failure to obtain all necessary Clearances relating to such Film from such third parties), and any breach or alleged breach of any warranty, representation, covenant or agreement on the part of the Entrant contained in these Official Rules. The Director's Cut is not responsible for any problems or delays arising from any technical, software or equipment malfunctions, congestion on or unavailability of the Site during the Contest Period, any other technical, equipment or human errors of any kind, or any damage or alteration to Entrant's Film that may occur in connection with the uploading or display of the Film on and during the Contest.

**9. PRIZES.** The Viewer's Choice Award : Trophy. \$500 - \$1,000. Automatic entry into Phase 3. Featured Film on the Site. The Director's Cut Award ; Trophy. \$1,000 - \$6,000. Featured Film on the Site. Production Aid. Filmmaking equipment. Industry Meetings and other sponsored awards.

Prizes will be awarded in the name of the person who completes the Film Registration Process ONLY. Any dispute that may arise in a group submission is to be settled by the group with no obligation by The Director's Cut to award any prize to any party other than the sole party who completes the Submission. No substitution, transfer, assignment or cash equivalent redemption may be made for any prize. The Grand Prize winner agrees to provide The Director's Cut with all necessary information to complete any necessary I.R.S. 1099 and other related tax information. All federal, state, or other taxes (if applicable) are the sole responsibility of the winners.

**10. WINNERS LISTS.** The name of the Finalists will be posted on the Site after the prizes have awarded. The term of posting will be at The Director's Cut sole discretion.

**11. GENERAL CONDITIONS:**

(a) If The Director's Cut 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 Contest, or if technical difficulties compromise the integrity of the Contest, The Director's Cut reserves the right in its sole discretion to disqualify any individual who tampers with the entry and/or voting process, and to cancel, terminate, modify or suspend the Contest, in whole or in part, at any time without notice. The Director's Cut and the co-sponsors will not be liable for any failure to screen the Finalists' Films if that failure is due to circumstances beyond The Director's Cut's or the co-sponsors' control.

(b) If for any reason The Director's Cut or any Co-Sponsor uses any portion of the Film and/or other material submitted by such Entrant in violation of such Entrant's rights, Entrant agrees that Entrant's remedy shall be limited to an award of money which shall not exceed the fair market value, as of the date of start of the Contest Period, of the right to display similar Films in the manner that Entrant's Film was displayed during the Contest. In no event shall Entrant be entitled to any other or additional compensation or remedy. Entrant hereby waives any right to seek injunctive or other equitable relief in connection with any claim that The Director's Cut, any of the co-sponsors, or any of their respective affiliates, officers, directors, employees, agents or representatives may have used any portion of such Entrant's Film and/or other materials in violation of Entrant's rights.

(c) Entrants agree that they will not be compensated for submitting any Film, regardless of whether their Film is selected as the Grand Prize winner or is otherwise used by The Director's Cut in any manner. By entering the Contest, each Entrant hereby releases The Director's Cut, VIBETRIBE, INBOND and their respective affiliates, subsidiaries, licensees and assigns, and all of such parties' respective officers, directors, employees, agents, representatives, independent contractors and affiliates from any and all liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with Entrant's participation in the Contest or with the acceptance of any prize (including, but not limited to, claims, costs, injuries and losses related to any Films, recordings, copyrights, rights of publicity or privacy, defamation, portrayal in a false light, personal injuries, death, damage to or destruction of property).

(d) You have read and understand this Agreement, and you acknowledge that no oral representations of any kind have been made by The Director's Cut and that this Agreement states the entire understanding between you and The Director's Cut. Any modification or waiver hereunder must be in writing, affirmed by the party to be bound. The invalidity of any provision hereof will not affect the remaining provisions.

(e) If you have any questions about these Official Rules, please e-mail them to [submissions@thedirectorscut.org](mailto:submissions@thedirectorscut.org).

(f) The Director's Cut reserves the right to change these official rules terms and conditions at its sole discretion without notice.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE, INCLUDING, BUT NOT LIMITED TO, THE DIRECTOR'S CUT WEBSITE, AFFILIATES, AND CO-SPONSOR WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE DIRECTOR'S CUT RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**