

## Official Rules for the "What's Your ReelAbility?" Film Competition

The 11th Annual ReelAbilities Film Festival launches in New York on [April 2-9, 2019](#).

ReelAbilities Film Festival's mission is to promote awareness of disabilities through film and conversations. "What's Your ReelAbility?" campaign seeks to encourage the community to share their stories relating to disability through film. The ReelAbilities Film Festival in conjunction with the Mayor's Office of Media and Entertainment ("MOME") and the Mayor's Office for People with Disabilities ("MOPD"), are proud to launch a film competition encouraging more filmmaking on the topic of disabilities, celebrating further diversity and inclusion in our community.

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

By submitting an entry to the "What's Your ReelAbility" Film Competition, you are agreeing to be bound by the following legal terms ("Official Rules").

- 1. Entry Period:** The "What's Your ReelAbility" Film Competition (the "Competition") will begin at 9:00:00 AM Eastern Standard Time ("EST") on February 8, 2019 and end at 11:59:59 PM EST on March 8, 2019 ("Entry Period").
- 2. Sponsors:** The Competition is sponsored by ReelAbilities Film Festival: New York, a festival of the Marlene Meyerson Jewish Community Center in Manhattan, Inc., MOME and MOPD (collectively, "Sponsors"). Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. You are responsible for checking applicable laws in your jurisdiction before participating in the Competition to make sure that your participation is legal and to ensure that you comply with all relevant laws. You are responsible for obtaining all government-required documents and permissions needed to use a prize.
- 3. Eligibility:** The Competition is open to current, legal residents, 18 or older, of the City of New York (i.e., one of the five boroughs-- Brooklyn, Bronx, Manhattan, Queens or Staten Island) at the time of entry. If two or more people are collaborating to submit an entry for the Contest, one of the collaborators must be a resident of the New York City. Employees of the Sponsors and the judges or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production, execution or distribution of the Competition and their immediate family (spouse, parents and step-parents, sibling and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible to participate or to receive prizes. The Competition is subject to all applicable United States federal, state and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth herein. The odds of winning depend on the number of eligible entries received.
- 4. How to Enter:** To enter, go to: [www.reelabilities.org/NewYork](http://www.reelabilities.org/NewYork) (the "Competition Website") and read the Official Rules. Then, during the Entry Period, use the Competition online entry form to upload videos and complete the form. For your entry, you must enter your first name, last name, email address, project name, video, a 200-word statement on "What's Your ReelAbility?", how you heard about the competition and all other required fields on the online

entry form (collectively, your "Entry"). Entries should be a 27 second film relating to the topic of disabilities. Subject to the technical specifications and Official Rules, any style and format of film is permissible and can be fiction, documentary, a personal story, animation, interviews, video art, etc. if it somehow relates to disability. The film can cover a broad spectrum of topics from day-to-day life to stories of inclusion and accessibility or somehow relating to the theme of disability and filmmaking. The film should be shot in HD (minimum 1080p) and can be shot on a top-quality smartphone. Films need to be submitted in widescreen format and need to comply with TV-G ratings in accordance with the standards established by the TV Parental Guidelines. Make sure that you have permission from any private locations that you use to shoot your video and from any persons that appear in your video.

**Entry Format: The videos should be downloadable and password protected. URL links will not be accepted.** Entries must meet the technical specifications permitted on the Competition Website.

Entrants must electronically acknowledge and agree to the terms of these Official Rules and the Privacy Policy noted herein. You must have a valid email address to enter. In the event of a dispute over who submitted a winning Entry, the authorized subscriber of the e-mail account used to participate in this Competition at the actual time of Entry, will be deemed to be the "Entrant". The authorized account subscriber is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Entries must be comprised only of original elements created by Entrant and may not contain elements which are/have been created, developed, copyrighted, trademarked and/or patented by third parties (including, without limitation, music) or which are owned or subject to proprietary or licensing rights of or by an entity other than Entrant(s) personally and in their individual capacity(ies). Sponsors reserve the right to request third party releases from any third party included in any Entry at any time. Failure to produce fully executed third party releases, if applicable, may result in disqualification of the Entry, in Sponsors' sole and absolute discretion. Entries must be received within the Entry Period. Entries that have been tampered with or altered are void.

Entries must not include the name or likeness of any individual other than the Entrant (unless such individual has granted express permission to be included in the entry). Entrant should consider the quality of the video, artistic composition, and should make sure that the entry appeals to a broad audience community. Any entries that are false, incomplete or that do not meet the requirements of this section may not be accepted or may otherwise be disqualified.

One entry per person. No automated entry devices and/or programs permitted. The receipt of entries will not be acknowledged or returned. The Sponsors are not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by the Sponsors.

5. **Judging Period:** The judging period will begin on March 11, 2019 and will end on March 14, 2019. The winner will be selected by representatives of The Jewish Community Center in

Manhattan, Inc., MOME and MOPD. All Entries will be judged based on the following judging criteria, in the sole discretion of the panel of judges:

- a. Overall quality of the video;
  - b. Artistic merit;
  - c. Representation of disability; and
  - d. Relevance to the theme of "What's Your ReelAbility?"
6. **Winner:** The Entry that receives the highest overall scores from Judges during the Judging Period will be a potential Winner. In the event of a tie, the Winner will be selected based on the criteria described in (a), then (b), then (c) and finally (d).
7. **Winner Selection:** ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY THE SPONSORS WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE COMPETITION. A potential winner will be notified via email on or about March 14, 2019 using the contact information provided by the Entrant at the time the Entrant becomes a potential Winner. If the potential Winner does not respond to Sponsors' notice within 24 hours, that potential Winner will be disqualified and the Entry with the next highest score among the entrants will be selected as a potential Winner in its place. Return of any notification email as "undeliverable" or failure to fully comply with these Official Rules will result in disqualification. In the event of disqualification of any potential Winner, the prize will be forfeited by that potential winner. Sponsors are not responsible for notifications that are misdirected, addresses that are no longer correct, or for any other reason beyond the control of Sponsors. If such potential Winner cannot be contacted within a reasonable time period, if the potential Winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, the Sponsors may award the applicable prize to an alternate winner who had the next highest score among the Entrants.

The potential Winner may be required to pass a background check (the "Background Check") to Sponsors' satisfaction in their sole discretion. Any Background Check will take place after the potential winner is notified of his or her selection as a potential Winner. If a potential Winner fails any such Background Check, Sponsors reserve the right to disqualify such potential Winner and select the Entry with the next highest score among the Finalists as a new potential Winner.

Sponsors reserve the right to not select a winner if Sponsors determine, in its sole and absolute discretion, that entries received did not meet the minimum qualification standards based on the judging criteria specified herein or if there are an insufficient number of eligible entries. To the extent permitted by law, Sponsors disclaim any liability from, and Entrants, whether or not selected as a potential winner, agree to waive, any claims against Sponsors relating to the judging or awarding process. The final determination of the winner and the application of the Judging Criteria shall be in the sole and absolute discretion of Sponsors.

ANY VIOLATION OF THESE OFFICIAL RULES BY A POTENTIAL WINNER (AT THE SPONSORS'S SOLE DISCRETION) WILL RESULT IN SUCH POTENTIAL WINNER'S DISQUALIFICATION AS A WINNER OF THE COMPETITION AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED. Upon disqualification for any reason, a potential Winner's prize will be forfeited and no compensation will be given.

8. **The Prizes:** The prizes for the winner are as follows: (a) \$500 cash prize; (b) two (2) festival passes for the 2019 ReelAbilities Film Festival where the winning video will be displayed (closed captioning of the winning film selection to be handled by the ReelAbilities Film Festival); and (c) the winning video will receive a Taxi Television spot for distribution in New York City Taxis (subject to the availability of the City of New York assets). Prize does not include assistance with or travel costs or other expenses associated with the Competition or accepting any prize awarded, if required. No cash in lieu of prize. No substitution of prizes is permitted except by the Sponsors. Prize is not assignable or transferable. All of the prize elements are subject to change and shall be determined by the Sponsors in its sole discretion. In the case of unavailability of the prize, the Sponsors reserves the right to substitute a prize of equal or greater value. All unspecified expenses are the responsibility of winner.

Sponsors reserve the right to delay the announcement of the Winner in its sole discretion. To the extent permitted by law, the Sponsors disclaims any liability from, and Entrants, whether or not selected as a winner, agree to waive, any claims against Sponsors relating to the judging or awarding process.

The winner may have their video and name displayed on the Competition Website at the discretion of and pursuant terms to be determined by Sponsors. The winning video may also be featured on official social media channels operated by all or one of the Sponsors.

The retail value associated with the Prize is Six Hundred Ten Dollars (\$610). The winner is responsible for any transportation. Certain restrictions, as determined by the Sponsors, may apply. All specifics of the event will be at the Sponsors' discretion. If a Winner cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate Winner will be chosen from among the Entrants. All costs and expenses associated with prize acceptance and use not listed herein as part of the prize including, without limitation, ground transportation and gratuities are the sole responsibility of the winner.

All federal, state and local income taxes associated with the Competition and the prize, if any, are solely the responsibility of the Entrants and winner. Payments to potential winner are subject to the express requirement that they submit to the Sponsors all documentation requested by the Sponsors in compliance with all applicable state, federal and local tax reporting and withholding guidelines. All prizes will be net of taxes, if any, Sponsors are required by law to withhold. The winner is responsible for ensuring that he/she complies with all the applicable tax laws and filing requirements. If the winner fails to provide such documentation or comply with such laws, the prize may be forfeited and the Sponsor may, in its sole discretion, select an alternative potential prize winner.

9. **Ownership of Entries:** The Sponsors do not claim any ownership rights in your Entry. By submitting an Entry, you agree to grant the Sponsors (and any and all of the Sponsors' affiliates, subsidiaries, parents, successors, assignees and licensees) the non-exclusive, fully paid-up and royalty-free, worldwide irrevocable right and license, but not the obligation, to modify, delete from, add to, publicly perform, publicly display, reproduce, exhibit, broadcast, copy, encode, compress, encrypt, incorporate data into, dub, superimpose, rebroadcast, transmit, record, synchronize and translate your Entry, including without limitation the right to distribute all or part of your Entry in any manner, an unlimited number of times, in any and all media, now known or hereafter devised for any purpose, in perpetuity.

Sponsors may use the Entries to advertise, promote and publicize the Competition, the Sponsors and/or the any other of Sponsor's websites in any and all media throughout the universe and may authorize others to do so; such advertising, promotion and publicity may include portions and excerpts, in addition to cut-in, synchronized, dubbed and superimposed versions of the Entries. Entrant acknowledges that Sponsors may use his/her Entry in accordance with the permission granted herein without any payment to the undersigned or any third party.

By submitting an Entry, you consent to the use, by the Sponsors, their affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Competition related marketing activities of the Sponsors, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked.

You acknowledge that the Competition is not sponsored by, endorsed by, administered by, or associated with any social media platform, and that your Entry is being provided to the Sponsors. You agree that nothing in these Official Rules grants you a right or license to use any Sponsors' trademark or service mark.

- 10. Representations and Warranties:** By submitting an Entry into the Competition, you represent and warrant that your Entry:
- a. is your own original work;
  - b. does not contain material or images that are, in the Sponsor's sole judgment, obscene, offensive, inappropriate for a general audience that may include minors, or defamatory;
  - c. does not contain gang signs or symbols, violence, nudity, or illegal drug use;
  - d. does not contain commercial products (e.g., clothing, toys, food, etc.) and/or their trademarks, brands, logos or endorsements;
  - e. does not contain any license plates, phone numbers, personal addresses (physical or email);
  - f. does not contain any person under the age of 18;
  - g. is free and clear of any liens and does not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other rights of any person or entity (e.g. music, fake Oscar statuettes, etc.);
  - h. does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
  - i. does not feature the likeness of a private individual without that individual's explicit written permission for its use;
  - j. does not contain any websites or web page links;
  - k. does not contain any person(s) other than Entrant who appear recognizable in the Entry and who have not granted express permission to appear in the Entry;
  - l. does not and will not violate any applicable law, statute, ordinance, rule or regulation; and
  - m. does not trigger any reporting or royalty obligation to any third party.

Furthermore, you agree, confirm and represent to the Sponsors that neither you nor anyone else to your knowledge has engaged or taken part in (or induced or encouraged anyone else to do so) any activity or conduct in connection with the Competition that: (i) may or is likely to harm or create a risk of harm, physical or mental injury, emotional

distress, death, disability, disfigurement, or physical or mental illness to any person, other living thing or any property; (ii) may or is likely to create a risk of any other loss or damage to person, living things or property; (iii) is or may constitute a crime, unlawful or non-consensual activities (*e.g.*, conduct that could lead to criminal prosecution), tortious conduct (*e.g.*, conduct that could lead to civil prosecution) or the violation or infringement of the rights of any other party; or (iv) violates any of the terms or conditions of these Official Rules. You further represent and warrant that: (v) the Entry is your own original work; (vi) you are the sole and exclusive owner of all of the content contained in the Entry; (vii) you have all the rights to the content of the Entry and all components thereof; (viii) you have obtained all rights, consents and permissions, including but not limited to those of all living persons participating/referenced in the Entry, necessary to grant the rights granted herein; and (ix) the rights that you are granting under these Official Rules do not conflict in any way with any other agreement to which you are a party, or with any commitments, restrictions, or obligations that you are under to any other person or entity. You agree to obtain, upon request of any of the Sponsors, any documentation and releases necessary to prove your unrestricted ownership in all materials contained in your Entry. Noncompliance with any requirement in connection with the Competition, including, without limitation, any deadlines set forth by the Sponsors, will result in your disqualification.

- 11. Indemnification and Release:** By entering the Competition, you agree to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsors and/or the Competition judges which are binding and final in all matters relating to this Competition; (b) release and hold harmless the Sponsors and their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Competition, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to your Entry (including its creation or submission), participation in the Competition, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of Entry; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to your participation in the Competition and/or your acceptance, use or misuse of any prize; and (d) acknowledge compliance with these Official Rules.

Insofar, as the facts or law relating to any of the foregoing would preclude the Released Parties from being completely indemnified by the Entrant, the Released Parties shall be partially indemnified by the Entrant to the fullest extent permitted by law.

- 12. Publicity:** Except where prohibited by law, participation in the Competition constitutes the winner's consent to Sponsors' and their agents' use of the name, likeness, video, voice, and/or opinions of the winner for promotional purposes in all media, worldwide, in perpetuity, without further payment or consideration.

13. **General Conditions:** The Sponsors reserve the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures or any other factor beyond the Sponsors' reasonable control impairs the integrity or proper functioning of the Competition, as determined by the Sponsors in its sole discretion. The Sponsors reserve the right in its sole discretion to disqualify any individual or Entrant it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsors reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsors assume no responsibility for incorrect or inaccurate Entry information whether caused by any of the equipment or programming associated with or utilized in this Competition or by any human error which may occur in the processing of the Entries in this Competition. Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the Competition, or in the announcement of the winner. If, for any reason, the Competition is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition or for any reason that Sponsors deems it necessary, Sponsors reserve the right in its sole discretion to cancel, terminate, modify or suspend the Competition, and to determine the Winner in its sole discretion.
14. **Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Competition, (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or receipt or use of any prize. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another provide another Entry. No more than the stated number of prizes will be awarded. The liability of the Released Parties for any and all claims, judgments and awards shall be limited to actual out-of-pocket costs you incurred, including costs associated with entering this Competition, but in no event attorneys' fees. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, arising out of your access to and use of the Competition Website and/or entry in the Competition, and any and all rights to have damages multiplied or otherwise increased. Without limiting the foregoing, this Competition and all prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non- infringement. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

15. **Disputes:** You agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Competition, or any prizes awarded, other than those concerning the administration of the Competition or the determination of winners, shall be resolved individually, without resort to any form of class action; and (2) any and all disputes, claims and causes of action arising out of or connected with this Competition, or any prizes awarded, shall be resolved exclusively by the United States District Court for the Southern District of New York, or the appropriate state court for New York County, New York. You waive any and all objections to jurisdiction and venue in other courts and hereby submits to the jurisdiction of New York Courts. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsors in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

Any attempt by any individual to deliberately damage any website or undermine the legitimate operation of the Competition is a violation of criminal and civil laws and should such an attempt be made, Sponsors reserve the right to seek damages from any such individual to the fullest extent permitted by law.

ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNERS OR FINALISTS OR ANY BEHAVIOR BY THE WINNERS OR FINALISTS THAT WILL BRING SUCH WINNERS, FINALISTS OR SPONSORS INTO DISREPUTE (AS DETERMINED BY SPONSORS IN THEIR SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S OR FINALIST'S DISQUALIFICATION AND ALL PRIVILEGES WILL BE IMMEDIATELY TERMINATED.

16. **Privacy:** Sponsors collect personal information from you when you enter the Competition. The information collected is subject to the privacy policy located [here](#). By participating in the Competition, you hereby agree to Sponsors' collection and usage of your personal information and you acknowledge that you have read and accepted the foregoing privacy policy. Notwithstanding the foregoing, your use of the Competition Website does not waive any rights as to the collection, use, disclosure and storage of your personal information under the Communications Act, Federal Trade Commission Act, and any other state and federal statutes, and Sponsors shall only share your personal information with third parties if: (i) the law requires them to do so; (ii) it is needed to protect Sponsor's own property or the property of Sponsor's affiliates; or (iii) in the event of a corporate restructuring.

17. **Competition Results:** For Competition results, email [ReelAbilities@jccmanhattan.org](mailto:ReelAbilities@jccmanhattan.org) by April 18, 2019.

18. **Sponsors:** The Sponsors of the Competition are as follows:

- The Jewish Community Center in Manhattan, Inc. 334 Amsterdam Avenue, New York, NY 10023.
- The Mayor's Office of Media and Entertainment, 1 Centre Street, 26<sup>th</sup> Fl, New York, NY 10007.
- The Mayor's Office for People with Disabilities, 100 Gold Street, 2nd Floor, New York, NY 10038.