



## THE #FILMDOOCREATIVITY FILM POSTER COMPETITION

### SUPPORTED BY:



### TERMS & CONDITIONS

By entering into this competition you acknowledge and agree to the following terms and conditions (these "Terms and Conditions"):

#### 1. OVERVIEW

The Film Poster Creativity Competition by FilmDoo ("Competition") is sponsored and promoted by FilmDoo Ltd (company no 8611078) whose registered office is at 1 East Poultry Avenue, London, EC1A 9PT United Kingdom ("Promoter"). Entry into the Competition will be deemed as acceptance of these Terms and Conditions together with the general terms and conditions that are applicable to your use of and access to the Promoter's website.

The Competition begins on or around 09:00:00 a.m. GMT on 28 January 2015, and ends at approximately 11:59:59 p.m. GMT on 30 April 2015 ("Competition Period"). Following the close of the Competition Period, a shortlist of Entrant Content's will be submitted to the judging panel that will determine the winning entries.

Qualifying Entrants (see Eligibility) may enter the Competition by submitting their original film fan artwork through the url [www.filmdoo.com/creativity](http://www.filmdoo.com/creativity) ("Entrant Content"). All Entrant Content must comply with the "Submission Requirements" and otherwise comply with these Terms and Conditions.

This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other social network.

## 2. ELIGIBILITY

To be eligible to enter this Competition you must be at least eighteen (18) years of age and have a registered FilmDoo user account ([www.filmdoo.com](http://www.filmdoo.com)) and Behance user account ([www.behance.net](http://www.behance.net)) (“Qualifying Entrants”). Participation in this Competition is void in any country in which it is prohibited or otherwise rendered void by any applicable law or regulation. The Promoter makes no representation or warranty that the Competition is permitted by law in any particular country. There is no entry fee and no purchase necessary to enter this Competition.

## 3. SUBMISSION AND ENTRANT CONTENT REQUIREMENTS

### Submission

Qualifying Entrants must submit their Entrant Content through the following Competition page ([www.filmdoo.com/creativity](http://www.filmdoo.com/creativity)) (the “Submission Page”).

A Qualifying Entrant may submit more than one entry to the Competition, as long as each submission fulfils the requirement as a distinct and differentiated artwork.

Only Entrant Content that has been submitted correctly via the Submission Page and received in acceptable form by the Promoter will be considered. Other proof of submitting or attempting to submit an entry (such as, without limitation, a screenshot of your artwork on Behance.net or of your participation in any Competition) does not constitute proof of actual receipt of the entry for purposes of this Competition.

Though the means to enter this Competition is through uploading work to Behance.net, the Competition is administered, sponsored and judged by the Promoter. Behance and Adobe support but are not partners in this Competition.

Those who do not abide by these Terms and Conditions or the instructions of Promoter or its representatives and provide all required information may, in Promoter's sole discretion, be disqualified and any entry or participation by such person voided.

All entries are subject to acceptance by the Promoter. The Qualifying Entrant agrees that the Promoter shall not be liable as a result of any refusal or failure to accept an entry and no compensation shall be payable to any person in consequence of such action.

## Entrant Content Requirements

Entrant Content must meet all of the following requirements, as determined by Promoter in its sole discretion, or the associated entry may be disqualified:

- Entrant Content must be entirely in the English language.
- Entrant Content must be received within the Competition Period.
- Entrant Content posted to a Social-Media Platform (i.e. Facebook, Twitter, Pinterest) must include the required hashtag "#FilmDooCreativity" or another hashtag published and announced by the Promoter for this purpose.
- All aspects of Entrant Content must be originally created by and solely owned by the Qualifying Entrant. A Qualifying Entrant may not use any material which may make certain incidental, non-infringing use of third-party materials.
- Qualifying Entrants may submit any film poster artwork, whether it was created in the past or specifically for the purpose of the Competition.
- There is no particular film that the Qualifying Entrant must produce a film poster artwork for.
- Entrant Content must not contain any content (including any text, photograph, image, or artwork) that is owned by any person or entity other than you, unless it: (i) is in the public domain, (ii) is, as determined by the Judges in their sole discretion, non-infringing use of third-party content that is incidental, in the background, and/or not the focal point of any Entrant Content.
- Entrant Content must not create or imply any association between Promoter and any individual or entity or his, her, or its products or services.
- Entrant Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright (including moral rights), trademark (third party logos), trade secret, or right of privacy or publicity.
- Entrant Content must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, libelous (including trade libel), disparaging, harassing, threatening, profane, obscene, pornographic or otherwise adult-oriented, hateful, indecent, inappropriate, or injurious to any person.

- Entrant Content must not contain or describe any harmful or illegal activity or content or in any way violate any national, federal, state, provincial, territorial, or local law, rule, or regulation.
- Entrant Content must be suitable for presentation in a public forum.
- Entrant Content that is fraudulent, forged, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void.
- Entrant Content (and any tweets, posts or photographs) uploaded by the Qualifying Entrant must meet high levels of decency and must not include any material which may damage the reputation of the Promoter, any supporter to the Competition or any third party.
- In order to protect privacy rights of others, the Qualifying Entrant must ensure that images of individuals captured in any Entrant Content should be incidental only.

Where Entrant Content contains images which specifically targets or focuses on any individual/s the Qualifying Entrant confirms that they have obtained consent from that individual/s.

You agree to indemnify (i.e. defend and/or reimburse) the Promoter and any other third parties involved in the Competition against any and all claims from any third party for any use of Entrant Content submitted by you through the Submission Page.

#### 4. WINNER SELECTION/NOTIFICATION

A panel of judges selected by the Promoter will evaluate all eligible Entrant Content received. The judging panel will include a UK film distributor, designer, and publisher. A shortlist of top poster submission entries will be presented to the judging panel to select three Top Winners and two Highly Commended Prizes for the Competition. The judging panel will primarily judge the Entrant Content in this Competition, although consideration may be given to the responses from the public on each entry. All Judges' decisions are final and binding in all matters relating to this Competition.

You understand that to enable the Promoter and its Competition supporters to advertise and promote the Entrant Content the Entrant Content must be received in good working order and condition. You understand that the Promoter and its Competition supporters may require your active cooperation once your Entrant Content is received to ensure any display or use of the Entrant Content in various mediums resembles the

quality of work that was submitted and you agree to provide your cooperation as needed.

The Promoter reserves the right to contact Qualifying Entrants for verification purposes and administration of the Competition. Each Qualifying Entrant acknowledges that other Qualifying Entrants may have created ideas and concepts contained in their Entry that may have familiarities or similarities to his/her Entrant Content, and agrees that he/she will not be entitled to any compensation or right to negotiate with any other party because of these familiarities or similarities.

The Judges' decision will be rendered within approximately ten (10) business days of the end of the Competition Period and Promoter will attempt to contact each potential winner by phone or email (as selected by Promoter in its sole discretion) within approximately one (1) business day of the Judges' decision. In the event that a Winner cannot be contacted; fails to confirm acceptance of a Prize within 5 (five) working days of receiving notification; or is ineligible for entry into the Promotion, the Promoter reserves the right to substitute them with another Qualifying Entrant of its choice.

The Top Three Winners and Highly Commendable Prize Winners will also be announced in May 2015.

## 5. PRIZES

The three Top Winners in this Competition will receive prize(s) as determined by the Promoter.

All prize details not specified in these Terms and Conditions will be determined by the Promoter in its sole discretion. Promoter will not replace any lost, mutilated, or stolen prizes or prize elements or any prizes that are undeliverable or do not reach any winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Promoter will have no further obligation with respect to that prize or portion of the prize. No transfers, prize substitutions, or cash redemptions will be made, except at Promoter's sole discretion. Each winner is strictly prohibited from selling, auctioning, trading, or otherwise transferring any part of the prize, except with Promoter's permission, which may be granted or withheld for any reason in its sole discretion. Any mailed prize elements will only be mailed or otherwise provided to the applicable verified winner's address, unless the Promoter, in its sole discretion, agrees otherwise.

The Promoter reserves the right to substitute any prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including unavailability of the stated prize. Each Qualifying Entrant waives the right to assert as a cost of winning any prize any and all costs of verification and redemption or travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim said prize.

The Promoter is not responsible for inaccurate prize details supplied to any Qualifying Entrant by any third party connected with this Competition. The Qualifying Entrant accepts that any prizes provided by third parties will be subject to the terms and conditions stipulated by the third party in respect of such prize (whether a product, service or other form of prize).

A film distributor may, in its sole discretion, provide a Competition Winner with the opportunity to collaborate with such film distributor in producing creative material. Such Competition Winner accepts that they may need to enter into terms of engagement with such film distributor to record the terms of the arrangement, including but not limited to specific provisions in respect of intellectual property and other rights in such creative material, and such Competition Winner accepts that the film distributor retains the final right to decide whether to use the final creative material in the official promotional campaign for any upcoming film release or not. For the avoidance of doubt, the film distributor accepts no liability for any damage, loss, injury (other than liability for personal injury or death as a result of negligence) or disappointment of any kind suffered by any Competition Winner in the event that such film distributor decides to give a Competition Winner the opportunity to collaborate with such film distributor in producing creative materials and/or during any such collaboration period. The film distributor accepts no responsibility for Entrant Content and creative material lost or damaged due to any reason during any collaboration period. The film distributor accepts no responsibility for the actions or omission of any and all third parties during the period of a collaboration (if any) with a Competition Winner. For the further avoidance of doubt, the film distributor shall be under no obligation to (a) provide any form of financial remuneration to any Competition Winner for any collaboration period and (b) use any and all material created during such collaboration period.

The Competition Winner may be entitled, in Promoter's sole discretion, to remuneration for work carried out as part of such Competition Winner's collaboration with a film distributor, such remuneration to be made to the Competition Winner solely by the Promoter.

The Winner is solely liable for reporting and paying any and all applicable taxes including but not limited to, personal tax, service tax and other entertainment tax due as a result of winning the Prize and the Promoter accepts no responsibility for any tax implications arising as a result of the Prize.

## 6. LICENSE

You will retain ownership of copyright in your Entrant Content and can continue to use it and license it to other third parties once you have submitted it as an entry to the Competition provided you continue to comply with these Terms and Conditions.

By uploading your Entrant Content and in consideration for the opportunity for you to win prizes and to have your Entrant Content appear on websites and on social media in association with the Competition, as determined by the Promoter, such opportunity not being guaranteed by the Promoter, you grant the Promoter (and any third party authorized by the Promoter) your irrevocable permission and a non-exclusive, worldwide, irrevocable, royalty free license to use, reproduce, publish, display, transmit, copy, amend, sell, create derivative works, store, and sub-license your Entrant Content for the business purposes of the Promoter, for promotional and marketing purposes of the Promoter and its Competition supporters and for activities related to the Competition and any similar future competitions.

The Promoter reserves the right to randomly select which Entrant Content will be displayed by it on its and its Competition supporter's websites, on social media and in other forums and forms, and reserves the right to display such content at any time from submission until the end of the license period specified above (including during the Competition Period prior to the judging). The Promoter makes no representation that all Entrant Content will be displayed.

You confirm that your Entry is original that you own and have the right to license to the Promoter the copyright and other intellectual property rights in the Entrant Content for the purposes referred to in these Terms and Conditions.

Except where prohibited by applicable law, you consent to the Promoter doing (or omitting to do) any act in respect of your Entrant Content which may otherwise constitute an infringement of the your moral rights.

Entrants acknowledge that, as a condition of being selected as a Winner in this Competition, the Promoter may request that the Qualifying Entrant grant the Promoter and its Competition supporters additional rights in the

Entrant Content for the purposes of marketing and promotion in respect of and off the back of the Competition. Qualifying Entrants must maintain the ability to assign additional rights in the Entrant Content to the Promoter free of any limitations, restrictions, or third-party obligations.

## 7. LIMITATION ON LIABILITY

The Promoter accepts no responsibility for any damage, loss, injury (other than our liability for personal injury or death as a result of our negligence) or disappointment of any kind suffered by any Qualifying Entrant in entering the Competition, including as a result of any Qualifying Entrant winning or not winning any prize.

The Promoter accepts no responsibility for Entrant Content lost, damaged or delayed in the post, or due to computer error in transit.

Filmdoo accepts no responsibility for the actions or omission of third parties including other Qualifying Entrant to, or followers of, the Competition.

## 8. DATA PROTECTION

As a condition of entering the Competition, without limiting any other provision in these Terms and Conditions, each Qualifying Entrant gives consent for the Promoter and its agents to obtain and deliver his or her name, address, and other information and content to third parties who are partnering with the Promoter for the purpose of and only as required (in the Promoter's opinion) to enable proper administration of this Competition and complying with applicable laws, regulations, and rules. You should retain a back-up copy of your film fan artwork and any other content submitted. Any Qualifying Entrant Content that does not conform to the requirements in these Terms and Conditions may, in the Promoter's sole discretion, be deemed ineligible.

The Promoter will use any personal information that you provide with your Entrant Content for the purposes of the Competition and, where you have given your consent, for marketing purposes including the distribution of regular email updates or newsletters. Any personal information relating to Qualifying Entrants will be used solely by us in accordance with applicable data protection legislation.

Information collected from the Qualifying Entrants by way of a short survey together with any third parties associated with the Competition will be shared with the relevant third parties accordingly for research and marketing purposes. Personal information will not be shared with third parties without your consent or sold to any third parties.



All Prize-winners unconditionally agree (as a condition of accepting any prize) to: (a) the use of their name, one or more photographs of themselves and disclosure of their county of residence (if such Prize-winner is resident within the UK) or country of residence (if such Prize-winner is resident outside the UK); and (b) co-operate with or participate in any other reasonable post-Competition publicity for promotional and marketing purposes for the Promoter and other third parties associated with the Competition.

## 9. GENERAL

The Promoter reserves the right to cancel or amend the Competition and these Terms and Conditions at any time.

The Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter (including the Competition), existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

The Courts of England shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with the Terms and Conditions or their subject matter, existence, negotiation, validity, termination or enforceability (including non- contractual disputes or claims).