

2015 Jazz Dance Film Fest – Terms and Conditions

Submission and Agreement

Entrants may submit their entries for the 2015 Jazz Dance Film Fest Contest beginning on April 6, 2015 at 12:01am PDT. Entries will not be accepted after July 23, 2015 at 11:59pm PDT. By submitting an entry, each entrant agrees to the contest rules and these terms and conditions. Contest rules can be found on the FAQ page of the Jazz Dance Film Festival website at <http://dev.jazzdancefilmfest.com>

Sponsor

The Jazz Dance Film Festival is sponsored by Jazz Dance Film Fest herein known as “Sponsor.”

Copyright

All Entries submitted to the Contest must be original productions. Entries are void if the determined to not be an original work of the contest entrant or if the Sponsor determines the entry to be illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft. The contest entrant may use music and audio recordings produced or created by another artist, in whole, in part, or modified, only if contest entrant submits a copy of the Authorization for Use signed by the artist. Entrants may use the “official music” available through the Sponsor without any Authorization for Use form. Entry into the contest is your guarantee that you are the author, creator, or sole copyright holder of the video produced and submitted, other than the audio recordings authorized by the Authorization for Use. By submitting an entry, you also represent and warrant that the entries you submit do not infringe on the copyright of any other persons or entity and that you have not submitted the video to any other contest. If the ownership of any entry is questionable in any manner or the proper Authorization for Use is not supplied, the Sponsor reserves the right to disqualify the entry at any time.

Rights of Use

You shall retain the copyright to any entry submitted and all other rights thereto EXCEPT that you agree to the following:

By entering into the contest, you grant an irrevocable and non-exclusive license to the Sponsor, its agents, successors, assigns, or employees to reproduce, distribute, and display the entry in any media, including, but not limited to: display on YouTube.com or other websites, local TV stations or cable broadcast stations, inclusion in any DVD for sale and/or distribution by Sponsor, any exhibition of winners or entries; or publication of entries in any other form, all without attribution, fee, or other form of compensation. In addition, you hereby grant an irrevocable and non-exclusive license to the Sponsor to copy, display, broadcast, distribute or otherwise use your entry for any purpose, including, but not limited to, promotion of the Sponsor or Sponsor's products. You also grant the Sponsor unlimited authority to assign, sell, or otherwise transfer such rights to any third party, including, but not limited to, third-party companies such as the Century Ballroom and HepCat Productions. You agree that the Sponsor shall also have the right to edit, adapt, publish, or otherwise modify your Entry. You agree that the Sponsor will not be liable to you or to any third party for any editing, adaptation, modification and/or publication of any entry.

Limitation of Liability

By entering this contest, all entrants agree to release, discharge, and hold harmless the Sponsor, its agents, successors, assigns, or employees from any claims, losses, and damages arising out of their participation in this contest or contest-related activities and the acceptance and use, misuse, or possession of any prize awarded from the contest.

The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to contest entries or entry forms; or alteration of entries or entry forms. The Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or mail entry to be received on

account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants or any other persons computers related to or resulting from participation, uploading or downloading of any materials related to in this contest.

Publicity and Advertising

Except where prohibited, participation in the contest constitutes irrevocable and non-exclusive consent to the Sponsor and its agents to use, record, reproduce, publish, display, perform, translate, and distribute, the names, likeness, voices, quotations, opinions and biographical information of entrant, including without limitation, any photograph or recording for promotional purposes in any media, worldwide, without further payment or consideration; and the name, likeness, voice and biographical information of any natural person appearing in the entry, including without limitation any photograph or recording, for any promotional purpose in any media, worldwide, and/or for any other commercial or non-commercial corporate purpose, including without limitation use on merchandise or for marketing, without attribution or further payment or compensation to the entrant, his or her successors or assigns or any other entity.

Other Conditions

This contest is void where prohibited. Entrants agree that this contest shall be subject to and governed by the laws of the State of Washington and the forum for any dispute shall be in King County of the State of Washington. To the extent permitted by law, the right to litigate, to seek injunctive relief, or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this contest is expressly waived by the entrant.

If for any reason the contest is not capable of running as planned, the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the contest without recourse from contest entrants.