Rules and Regulations

2012 Wasaga Beach Short Film Festival

"Official Contest Rules and Regulations"

The 2012 Wasaga Beach Short Film Festival (the "Contest") is sponsored by The Wasaga Beach Chamber of Commerce (the "Sponsor"). The Contest requires a filmmaker (the "Entrant") to submit a short film (the "Video") which sheds light on Wasaga Beach in significant and interesting ways. The Entrant must also provide stills/photographs (a minimum of 2) from the Video for promotional purposes.

1. CONTEST PERIOD:

The Contest starts at 12:00:01AM (ET) on May 01, 2012 and closes at 11:59:59PM (ET) October 15, 2012 (the "Contest Period"). In order to be eligible to enter the Contest, the Entrant must submit a Video and two stills/photographs during the contest period to postmarked on or before October 15, 2012.

2. ELIGIBILITY:

The Contest is open to all persons over the age of 18 years of age. An Entrant under the age of 18 years old will be permitted to participate if their entry form has also been signed by their parent or guardian in order to meet the 2012 Wasaga Beach Short Film Festival film entry eligibility.

3. HOW TO PARTICIPATE:

In order to participate in the Contest, the Entrant must comply with the following:

(1) The Entrant must submit a Video, no less than 4 minutes and not to exceed 8 minutes in length (with the exception of a video advertisement described below) including credits that meets all of the following conditions:

The subject Video:

(a.) contains the name of Wasaga Beach in its title and/or

(b.) The story of the Film is taking place in Wasaga Beach, Ontario and/or

(c.) the shooting location of the Film is in Wasaga Beach, Ontario.

(2) The Video must fall under one of the following categories:

(a.) Romance,

(b.) Action,

(c.) Documentary,

(d.) Comedy; or

(e.) Video Advertisement (this category requires only a 30 second video).

(f.) Music Video (this category requires only a 3 minute video)

(3) The Entrant must have and provide a valid email address.

(4) The Entrant must provide:

(a) a copy of the signed application form;

(b) a DVD of the Video (Foreign DVD entries must be formatted for Region Code 1 (North America), or Region Code 0 (Universal);

(c) a digital copy in order for the short film volunteers to submit to the Wasaga Beach Chamber's YouTube™ Channel (must be submitted in one of the following file formats: WMV, AVI, MOV and MPGs.)

All Entries to be mailed to:

2012 Wasaga Beach Short Film Festival

c/o Wasaga Beach Chamber of Commerce

P.O Box 394, 550 River Road West

Wasaga Beach, Ontario, L9Z 1A4

FINAL ENTRY DEADLINE: ENTRIES MUST BE POSTMARKED BY OCTOBER 15, 2012 OR EARLIER!

Entrants may submit an entry in each category as desired. Each entry must satisfy the entry package requirements.

4. VIDEO FORMAT AND CONTENT

Each submitted Video:

(i) must be an original work containing entirely original materials, created and recorded solely by the Entrant registered on the Application Form, over which the Entrant has all necessary rights, title and interest, including copyright; (successful Entrants progressing through the Phase 1 WSFF selection process must submit copyrights and waiver documentation to proceed in the selection process and ultimately to receive any awards)

(ii) must not defame or infringe upon the personal or proprietary rights of any third party, including, without limitation, the intellectual property rights, or publicity or privacy rights of any third party, living or deceased;

(iii) must not contain brand names, trade names, trademarks or logos of any third parties or the images of celebrities;

(v) must be four (4) to eight (8) minutes in length including credits, expect videos submitted as an advertisement video, which should be 30 seconds in length;

(vi) must be intended for family audience viewing and contain only content that, in the sole and unfettered discretion of the Sponsor is suitable for all persons;

(vii) must not, in the sole and unfettered discretion of the Sponsor, contain any sexually explicit, disparaging, discriminatory, offensive, libellous or other inappropriate content;

(viii) must not violate the YouTube™ "Terms of Use" or "Community Guidelines" as posted on the YouTube™ website;

(ix) must comply with these Official Contest Rules and Regulations; and

(x) all identified individuals and/or identified businesses that appear in the video must have provided a signed consent.

5. CONSENT OF FILM PARTICIPANTS:

All individuals and identifiable businesses who appear in any submitted Video must have consented to appear in the Video and to the use of the Video in the Contest and as otherwise as contemplated hereunder, including, without limitation, in connection with the advertising and promotion of Sponsor and its products and services. At the Sponsor's request, any entrant may be required to provide proof of consent, including, without limitation, by having individuals who appear in the Video sign an appearance release.

6. REPRESENTATIONS AND WARRANTIES:

By entering the Contest and submitting a Video, the Entrant represents and warrants that he/she: (a) owns and controls all right, title and interest, including copyright, in and to the Video and all elements and materials contained within the Video; (b) has the requisite consent and permission from all individuals appearing in the Video; (c) has the right and authority to, and does hereby, grant to Sponsor an irrevocable, non-exclusive, royalty-free, worldwide license in perpetuity to use, reproduce, broadcast, communicate, translate, distribute, edit, adapt, copy, modify and otherwise use without limitation all or any part of the Video submitted under this Contest in any manner and media (whether now known or hereafter devised) for any purpose whatsoever, including, without limitation in connection with the Contest and/or the advertising or promotion of the Sponsor, and (d) waives any and all moral rights that he/she may have in the Video with respect to the uses contemplated herein. Entrant acknowledges and agrees that the grant of rights described above includes, but is not limited to, the right (but not the obligation) at the Sponsor's sole discretion to use the Video, or a modified, edited, or translated version thereof, in whole or in part, (i) on the Contest Website, (ii) in a compilation video combining some or all of the Videos entered into past, present and future 2012 Wasaga Beach Short Film Festival, and (iii) for

any advertising or promotion of Contest and/or Sponsor, and (iv) The Wasaga Beach Chamber of Commerce You Tube™ channel. The Entrant agrees to indemnify and save the Sponsor harmless from and against any claims, demands, actions, causes of action, damage, loss, deficiency, cost, liability and expense which may be made or brought against the Sponsor or which the Sponsor may suffer or incur as a result of, in respect of or arising out of (i) any non-performance or non-fulfilment of any covenant or agreement on the part of the Entrant contained in these rules and regulations or in any document related thereto and given in order to carry out the transactions contemplated hereby, and (ii) any misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty made by the Entrant contained in these rules and regulations or contained in any contemplated hereby.

7. SPONSOR'S RIGHT TO DISQUALIFY:

The Sponsor reserves the right, at any time, in its sole discretion, to disqualify an Entrant and/or remove any Videos that it finds or believes not to comply with the conditions above or otherwise with these Official Contest Rules and Regulations, and to pursue all other applicable rights and remedies. Videos not complying in any way with the Rules will be disqualified.

8. PRIZING:

Prizes for the winning Videos will be awarded to the "designated award recipient" identified on the entry form. There will be 3 prizes per category with an exception of the Video Advertisement Category that breaks down to:

1. Platinum (Best) film in each category $400
2. Gold film in each category $250
3. Silver film in each category $150

One recognition award will be provided in the form of a plaque for the best advertisement Video.

Best Music Video award will be $400

9. SELECTION PROCESS:

There are three (3) phases in the selection process:

PHASE 1-Wasaga Beach Short Film Selection Committee:

The selection committee will view all eligible Video submissions. A selection of Videos, as chosen by the selection committee, will be posted on the Contest Website and the Sponsor's You Tube™ channel to proceed to the public vote phase of the selection process. Videos will be judged according to the following criteria (weighted equally); i) connection to theme; ii) creativity; iii) proficiency; iv) originality; v) the ability to show Wasaga Beach in a new light. Videos that qualify for the second phase of selection will be notified by November 15th, 2012. The Sponsor has no obligation to contact Entrants whose Videos are not selected to proceed to Phase 2. The decisions of the selection committee are final and cannot be appealed. Entrants agree that they shall not upload their Video to You Tube™ until after January 15th 2013, being the date that the voting for Phase 2 is completed. **Any Entrant who uploads a Video to You Tube™ in contravention of this provision shall have their Video removed from the Contest immediately. This is requested to ensure voters are understand that there voting must take place on the videos posted only in the Sponsor's You Tube™ channel**

PHASE 2— PUBLIC VOTING:

Qualifying PHASE 2 film entries will be loaded on the 2012 Wasaga Beach Short Film Festival website and uploaded to the Wasaga Beach Chamber of Commerce's You Tube™ Channel by 12:00:01AM (ET), November 30th, 2012. Between 12:00:01AM (ET) on November 30th, 2012 and 11:59:59PM (ET) on January 15th, 2013 (the "Voting Period") members of the public will have the opportunity to register and vote for their favourite after viewing each Video on the Wasaga Beach Chamber of Commerce You Tube™ Channel. "Like" votes will be counted, "Dislike" votes and "Views" will be ignored. The Videos with the highest "Like" counts will be named and finalized by the selection committee at their sole discretion. The number of qualifying PHASE 3 videos will be selected on a percentage of the number of respective videos entered in each category.

PHASE 3- Public Viewing on GALA Screenings

Voting will be carried out at the two public screenings on Gala Day January 26th, 2013. The number of public screening votes will represent 50% by weight of the overall final tabulation. The total score will consist of a weighting of 50% for the You Tube™ "Like" votes tallied and a weighting of 50% of the combined votes tallied at the two public screenings on Gala Day January 26th, 2013 for the film [i.e. Total Score = (You Tube™ "Like" votes tallied x 50%) + (combined votes tallied at the two public screenings on Gala Day x 50%)].

10. RELEASES:

Before being declared the a winner, a finalist will be required to sign and return to the Sponsor a release form (the "Release Form") confirming compliance with the Official Contest Rules and Regulations, and releasing the Sponsor, their affiliated and related companies, advertising and promotional agencies, the independent contest organization and their respective shareholders, directors, officers, employees,

agents, representatives, successors and assigns (collectively, the "Released Parties") from any liability in connection with the Contest or any Contest-related travel or activities. The Release Form must be returned within the time period specified by Sponsor or prizes will be forfeited and may be awarded to the Entrant with the next highest number of votes.

11. PRIVACY:

By entering this Contest, Entrant consents to the use of his/her personal information by Sponsor and its authorized agents for the purpose of administering the Contest and, only if consent is given at the time of entry, to provide the Entrants with information regarding upcoming promotions and/or events from the Sponsor. By entering the Contest, Entrants further consent to the use by the Sponsor and its authorized agents of his/her name, address (city/province), photograph, voice, appearances and statements (as captured in the Video or otherwise), without further notice or compensation, in connection with any publicity carried out by or on behalf of the Sponsor and/or the 2012 Wasaga Beach Short Film Festival , in any manner and media, including without limitation, on the www.WasagaFilmFestival.com website, anywhere in the world, in perpetuity.

12. LIMITATION OF LIABILITY:

By entering this Contest, the Entrant releases, discharges, indemnifies and agrees to hold harmless the Released Parties from any real or alleged claims, damages or liability due to any claims, injuries, damages or losses to any person or property arising out of or resulting from, in whole or in part, directly or indirectly, participation in this Contest, including, without limitation the submission or posting of a Video, or any Contest-related activity or from the acceptance of any prize.

The Released Parties will not be responsible or liable for: (a) late, lost, corrupt, illegible, garbled, incomplete or destroyed entries, or entries submitted through illicit means, all of which such entries are void; (b) any incomplete or inaccurate information, whether caused by Contest website users or by any equipment or programming associated with or utilized in the Contest, or by any technical or human error that may occur; (c) printing errors, (d) the theft, destruction or unauthorized access to, or alteration/tampering of, entries or the Contest Website; (e) any problems with, or technical malfunctions of, telephone networks or lines, computer systems, servers or providers, computer equipment, software, viruses, Trojan horses, worms, or bugs; (f) any failure of any electronic submission to be received by or from the Sponsor for any reason including but not limited to traffic congestion on the Internet or at any website or combination thereof; (g) damage to an entrant’s or other person’s system occasioned by participation or downloading of materials in this Contest; (h) any breach of any third party’s ownership or intellectual property rights with respect to the Video.

13. GENERAL:

By entering the Contest, the Entrants agree to abide by these Official Contest Rules and Regulations and the decisions of the independent contest organization, the selection committee and/or Sponsor which are final and binding without appeal in all matters related to the Contest. The Sponsor reserves the right, to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if for any reason, the Contest is not capable of running as originally planned by these Official Rules and Regulations, whether due to tampering, infection by computer virus or for any other reason the Sponsor reserves the right to cancel the Contest and conduct the selection from all eligible entries received prior to cancellation. The Sponsor reserves the right to modify these Official Contest Rules and Regulations in any way at any time it deems necessary or appropriate.

This Contest is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws.

YOUTUBE™ is a trade-mark of YouTube, LLC. YouTube LLC is not a sponsor of this Contest nor is it affiliated with this Contest in any way.

Visit these links:

2012 Wasaga Beach Short Film Festival Rules and Regulations - Click to open PDF

Applicants are required to print this PDF, sign, and mail form to:

2012 Wasaga Beach Short Film Festival

c/o Wasaga Beach Chamber of Commerce

P.O Box 394 550 River Road West,

Wasaga Beach, Ontario, L9Z 1A4

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