



SU2C.org FILM CHALLENGE Rules & Regulations

By entering this challenge, you agree to all of the Rules & Regulations.

This challenge is void where prohibited by law. No purchase is necessary to enter or win.

A. GENERAL CHALLENGE RULES & REGULATIONS

1. **Agreement to Rules.** All challenge entrants (the "Participants") must strictly comply with the Official Rules.
2. **Eligibility.** This challenge is open only to residents of the United States. Films can be made by individuals or teams. However, each film must have only one designated representative.
3. **Submission Terms.** All Participants must agree to the "SU2C.org Film Challenge" submission terms as outlined on www.SU2C.org/filmchallenge. All materials, ideas, concepts and communications submitted by Participants (including personal information) will be included in the definition of Submission.
4. **Submissions.** No incomplete entry will be accepted. Each entry must be submitted online and must include:
 - a. A completed application.
 - a. An uploaded Quicktime file with accordance to the specifications listed below (See: C.1.b.)

Entries can belong to any genre/category such as narrative, documentary, animation or

- experimental. Works can also be of mixed genres.
5. **Submissions Are Final.** Once submitted, all Submissions are final and may not be altered or edited further. Duplicate Submissions will disqualify all such Submissions.
 6. **Submission Deadlines.** Participants must submit Submissions before August 1st, 2008.
 7. **Content Limitations.**
 - a. You agree that your submission will not contain materials that are:
 - i. Copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit the material to this challenge in full compliance with these Official Rules.
 - ii. False, inaccurate, misleading, unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially, ethnically or otherwise offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate, as may be determined by SU2C.org, or contrary to SU2C.org's other stated policies and procedures, where applicable.

8. **Disqualification.** Submissions which do not comply with these rules in any way will be disqualified, in SU2C.org's sole and final discretion, without notice. All Submissions of any Participant who attempts to manipulate challenge results, or to otherwise undermine the legitimate operation of this challenge shall be disqualified, SU2C.org's sole and final discretion, without notice.
9. **Challenge Decisions.** All decisions regarding the challenge will be made by SU2C.org in its sole discretion and are final. In the event that no appropriate material is submitted, SU2C.org reserves the right to select no winners.
10. **Miscellaneous.** This challenge is void where prohibited by law. No purchase is necessary to enter or win.

B. JUDGING

1. **Judging Criteria.** Videos will be judged on originality and creativity and overall effectiveness at educating viewers about cancer.
2. **Judging Dates.** Judging will take place by a panel of judges during the period of August 1st, 2008 through August 15th, 2008.
3. **Notification.** All films selected as final candidates will air on SU2C.org. The winners will be announced before September 5th, 2008. Winners will be notified via e-mail.

C. HOW TO ENTER

1. The challenge Submission Period starts May 1st, 2008 and ends at 11:59 pm PST on August 1st, 2008. Entry is not final until the following two steps have been completed and SU2C.org receives your two part entry:

Part I. Complete an Application for each submission.

Part II. Upload your video:

- i. Videos must be in the .mov or .mpg formats and shot for a 16x9 aspect ratio at 23.98 or 29.97 fps. They should be 500px wide and the file size no larger than 200mb.
- ii. To Upload: <http://dropbox.yousendit.com/su2c-dropbox>.

Subject: Film Challenge – Video Title

Name File: su2c_fc_videotitle

Upload form at the same time.

2. Once your video has been uploaded and approved for viewing, we will send you an email confirmation.
3. We will not accept submissions in hard copy format.

D. ADDITIONAL CONDITIONS AND TERMS

1. Ownership / Rights / Name And Likeness / Publicity.

- a. By uploading, inputting, providing or otherwise submitting your Submission, you:

- i. Warrant to SU2C.org you have secured all rights and releases to all material in your Submission, including the music, images, script, and rights to include all persons, places or organizations included or depicted. If your Submission contains images or identifications of any persons or organizations you agree that, if you are chosen as a finalist, you will submit release forms from those persons (or their parents or guardians) or organizations for the use of their identifications or images in your Submission.
 - ii. Music, compositions, and any performance used in any entry must be original or in the public domain.
 - iii. Grant SU2C.org a worldwide, non-exclusive, assignable, sub-licensable, royalty-free, perpetual license to exercise the copyright, trademark, publicity, and database rights (but no other rights) you have in the Submission; the right to use, reproduce, distribute (through multiple tiers) your Submission in connection with the operation of our business, including, without limitation, the license rights to cache, copy, sell, distribute, transmit, publicly display, publicly perform and reproduce your Submission as part of the Sites, and in all other media, telecast, broadcast, via mobile devices, as well as through unknown new media hereinafter developed.
 - iv. Agree to allow SU2C.org to use your name, identification, and likeness to use, promote or publicize your video in any manner, without limitation, and without further compensation. You agree to indemnify SU2C.org, including for legal costs, against any challenges to the ownership, use of, or rights to material in your Submission.
 - v. All submitted work will automatically become part of the "SU2C.org Film Challenge" archives.
 - vi. SU2C.org has the right to use the filmmaker(s) name, image and biographical information in connection with the film. Filmmaker(s) may identify SU2C.org in their resumes and may include the film in their portfolios/filmography, but cannot use SU2C.org's names or marks (i.e. logos, colors and music) to promote the film.
- b. Except for such obligations explicitly set forth in these Official Rules and in the Submission Terms, SU2C.org shall have all rights to use your Submission in any way, without any further obligation, notice, compensation or approval.

- c. You waive any future claims against SU2C.org or others arising from the use, derivative or otherwise, of your Submission.
- d. Entry in the "SU2C.org Film Challenge" constitutes irrevocable permission for SU2C.org and its licensees, and its and their successors, assigns and sub-licensees (collectively, "Licensee") to use any or all contents of the Submissions and all other materials submitted to Sponsor by Participants and each Participant's name, likeness and biography for use in connection therewith, including for advertising and/or publicity purposes, worldwide and in all media and by all manners (now or hereafter known) and on and in connection with related products, services, advertising and promotional materials, in perpetuity, without further compensation or other consideration.
- e. SU2C.org may use any and all information obtained from Participants for its internal activities, including contacting a Participant.
- f. Participants will continue to own the underlying intellectual property rights in and to their Submission, subject to SU2C.org's license and rights set forth in these Official Rules and in the Submission Terms

2. Harmful Activity. ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY OF THE SITES OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CHALLENGE, INCLUDING THE MANIPULATION OF JUDGING, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SU2C.org RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Any damage made to the challenge will be the responsibility of the authorized e-mail account holder of the e-mail address submitted at the time of entry. Any use of robotic, automatic, programmed or like methods of participation will void all such Submissions by the Participant. By entering this challenge, you agree that you will not attempt to:

- a. Distribute or post spam, chain letters, or pyramid schemes
- b. Distribute viruses or any other technologies that may harm the interests or property of the Sponsors, its users or the other
- c. Copy, modify, or distribute content from the site without the prior written consent of SU2C.org
- d. Harvest or otherwise collect information about users, including email addresses, without their consent; or
- e. Use any robot, spider, scraper or other automated means to access the sites for any purpose without our express written permission.

3. **Compliance with Laws.** You agree to comply with all government laws and regulations.
4. **Release and Indemnification.** As a condition for entry, you agree to release, indemnify and hold us (and our successors, parents, subsidiaries, affiliates, officers, directors, agents, joint venturers, employees and attorneys) harmless from any claim, demand, or damage, including reasonable attorney's fees, asserted by any third party due to or arising out of your breach or claimed breach of these Official Rules, or your violation or claimed violation of any law or the rights of a third party.
5. **Disclaimer Of Warranties.**
 - a. The information and services included in or available through SU2C.org may include inaccuracies or typographical errors. Changes are periodically made to the site and to the information therein. SU2C.org and/or our authorized agents may make improvements and/or changes in the site at any time. SU2C.org and our authorized agents make no representations about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components and accuracy of the information, products, services and related graphics contained within the site for any purpose. All such information, products, services and related graphics are provided "as is" without warranty of any kind. SU2C.org provide no technical support.
 - b. SU2C.org and our authorized agents hereby disclaim all warranties and conditions with regard to the SU2C.org Film Challenge. No oral or written information or advice given by SU2C.org, our agents or employees shall create a warranty or in any way increase the scope of any warranty provided herein. You specifically agree that SU2C.org shall not be responsible for unauthorized access to or alteration of your transmissions of data and for any material or data sent or received or not sent or received. You agree that SU2C.org is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. SU2C.org is not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of the Sites.
6. **Limitation of Liability.** In no event shall SU2C.org, our officers, directors, employees, contractors, affiliates, suppliers, subsidiaries, parent company, agents or lawyers be liable to you or any third party for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, business or profits,

arising out of this challenge or in any way connected with:

- a. The use or performance of the site.
- b. The delay or inability to use the site or related services.
- c. The provision of or failure to provide services.
- d. Any information, products, and related graphics obtained through SU2C.org, or otherwise arising out of the use of the site, whether based on contract, tort, negligence, strict liability or otherwise, even if SU2C.org or any of our authorized agents have been advised of the possibility of damages, and even if a remedy set forth herein is found to have failed of its essential purpose.
- e. Technical errors of any kind, technical hardware or software failures of any kind, including any injury or damage to any person's computer, related to or resulting from participating in or experiencing any materials in connection with the promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit your ability to participate in the promotion.

- 7. Right to Cancel or Modify.** SU2C.org reserves the right to cancel or modify the challenge if fraud, misconduct or technical failures harm the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by SU2C.org, in its sole discretion. In the event of termination, a notice will be posted online and entries will be judged from among all eligible entries received prior to termination.
- 8. Proof of Submission.** Proof of submitting entries or responses to inquiries will not be deemed to be proof of receipt by SU2C.org. Only receipt of an e-mail from SU2C.org acknowledging an entry or communication will be considered proof of submission.
- 9. Right to Exclude.** SU2C.org reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the account holder fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.
- 10. Article and Section Titles.** The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.
- 11. Terms.** Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person may in the context require.
- 12. Separability of Provisions.** Each provision of this Agreement shall be

considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

- 13. Choice of Law.** This Challenge is offered only in the United States and is governed by the laws of the State of California. All claims relating in any manner to this challenge or to any submission must be resolved in the federal or state courts of California. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of participants and sponsors in connection with the challenge, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California). Any claim or cause of action arising out of or related to this Challenge, the Sites, or these Official Rules must be filed within one (1) year after such claim or cause of action arose regardless of any status or law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be barred.
- 14.** By submitting a film to the “SU2C.ORG Film Challenge,” you agree to the <Rules and Regulations>, and SU2C.org’s <Terms of Service> and <Privacy Policy>.