

OFFICIAL CONTEST TERMS AND CONDITIONS

FilmicFest Short Film Contest Official Rules

Important: Please read these Official Rules before participating in this Contest. By participating in this Contest, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

Open only to entrants who are 18 years or older on the date of entry. Entries will only be accepted through www.filmfreeway.com/FilmicFest. No purchase necessary to participate or win. Prizes are non-transferable. Void where prohibited. By participating in this Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules of the Contest located at www.Filmicpro.com/filmicfest-rules/ and the decisions of Filmic, Inc., 4649 Sunnyside Avenue North, Suite 400 Seattle WA 98103 (the "Sponsor"), which shall be final and binding in all respects. Sponsor will award the Prizes listed below. The Contest begins at 12:00 a.m. Pacific Time on September 7, 2023, and ends at 11:59:59 p.m. Pacific Time on December 15, 2023.

1. Eligibility. FilmicFest (the "Contest") is open to any person who is 18 years of age or older as of the date of entry. Persons in the following categories are NOT eligible to participate or win a prize in the Contest: (a) Sponsor and its sponsors and their parents, subsidiaries, affiliates, service agencies, and independent contractors, and each of their respective directors, officers, employees, members, and agents (collectively, the "Contest Entities"); (b) persons engaged in the development, production or distribution of materials for this Contest; and (c) persons who are immediate family members (defined as spouse or biological or stepmother, father, sister, brother, daughter, or son and each of their respective spouses) of any person in any of the preceding categories, regardless of where they live, and/or individuals who reside in the same household, whether related or not, as any person in any of the preceding categories. The transfer of a prize from an ineligible to an eligible person is prohibited. All applicable federal, state, and local laws and regulations apply. Offer void where prohibited. IF AN ENTRANT DOES NOT MEET THE FOREGOING REQUIREMENTS OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, THE ENTRANT IS NOT ELIGIBLE TO WIN A PRIZE, AND SPONSOR RESERVES THE RIGHT NOT TO AWARD THE APPLICABLE PRIZE TO THE ENTRANT.

2. Contest Period. Sponsor will award one Prize Package per Category Winner. Sponsor will award one Grand Prize Production Grant to the overall winner as determined by the 2023 jury vote. The Contest period begins at 12:00:00 a.m. Pacific Time on September 7, 2023, and ends at 11:59:59 p.m. Pacific Time on December 15, 2023 ("Contest Period").

3. How to Enter. No purchase necessary to enter or win. To enter, an entrant ("Entrant") must submit a short film that meets the Entry Criteria to www.filmfreeway.com/FilmicFest ("Entry").

Entries must meet the entry criteria described in this paragraph (“Entry Criteria”). Entries be original and have been created solely by the Entrant. In addition, each Entry must comply with the following guidelines: (a) The entry must not depict any person engaging in or otherwise promoting any illegal, violent, dangerous, or discriminatory behavior or contain any material that is threatening, indecent, violent, obscene or offensive; (b) the Entry must not contain any material that violates or infringes upon the rights of any third party, including without limitation any copyright, trademark or right of privacy or publicity, or that defames any person, or that is unlawful, in violation of or contrary to any applicable law or regulation; (c) the Entry must not depict any material that Sponsor, in its sole discretion, deems inappropriate for public viewing and/or display; and (d) Entrant has obtained all permissions, licenses and consents that are necessary for the submission of the Entry and the use of the Entry as permitted pursuant to these Official Rules. The Entrant agrees to provide to Sponsor at Sponsor’s request, copies of all such permissions, licenses, and consents. Sponsor reserves the right in its sole discretion to disqualify any Entry that Sponsor determines does not comply with these Entry Criteria and/or to require or permit an entrant to make such changes to any Entry as are necessary to make it compliant.

An Entry must also meet the following Entry Criteria:

The Entry must be no longer than five (5) minutes
At least 70% of the Entry must be filmed with Filmic Pro and/or DoubleTake.

All requested information and Entry Criteria must be provided for an entry to be valid. Each Entrant may submit multiple Entries. Entries will not be returned. Entries and entrants may be subject to verification by Sponsor in its sole discretion. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at Sponsor’s sole discretion. Proof of submission does not constitute proof of entry.

By submitting an Entry, Entrant grants to Sponsor (including their affiliates and subsidiaries, employees, agents, and contractors), and any testing partners, the license described in the “Use of Entry” section below.

4. Selection. Sponsor will award one of six (6) Prize packages to the top Entry in each Category and (1) separate and unique Prize (\$500) to the Entry that wins the Behind the Scenes competition (which may also be the winner of its Category (“Winner”). The categories are Fiction, Documentary, Music Video, Travel, Experimental, Ultra-Short (“Category”). Entries will be viewed, judged, and scored by a panel of between three and seven individuals who have been appointed by Sponsor for this task (the “Judges”). Entries will be judged based on originality, production value, emotion, and narrative value. An Entrant may only win one (1) Prize package for winning a Category and one (1) prize package for the Behind the Scenes photo and/or video content and (1) Grand Prize Production Grant.

Entrants shall reasonably cooperate with Judges in any verification activities. Application of the judging criteria is at Judges’ sole discretion. Neither Sponsor nor Judges are required to provide individual feedback for Entrants who are not selected during any phase of the Contest. A request by

Sponsor or Judges to an Entrant to submit additional information does not guarantee qualification or selection for any phase of the Contest.

Category and BTS winners will be notified by e-mail on or about January 9, 2024. To claim the Prize, a Winner should follow the instructions contained in his or her notification. In the event that a Winner does not claim a Prize, the Prize will be awarded to the next highest-scoring Entry. Odds of being selected as a Winner of the Prize depend on the number of eligible entries received by Sponsor. Sponsor's decisions shall be final and binding on all matters relating to the Contest selections.

The Grand Prize is a \$25,000 production grant to finance an upcoming project by our 1 Grand Prize winner, selected by a jury of celebrity judges. The first \$5000 is available immediately upon announcement of the winner to help finance the writing or research phase of the upcoming project. The next \$10,000 installment will be deliverable upon a satisfactory 2 to 3-page outline, treatment, or screenplay of any length. The final \$10,000 installment will be for post-production expenses and will be deliverable upon a rough cut of the project footage that accurately reflects the proposed outline, treatment, or screenplay and confirms the project was shot with Filmic Pro.

5. Prize and Approximate Retail Value ("ARV"):

Prizes for Winning Entries ("Prizes"):

Winners will receive Prizes as set forth below. The Prizes are non-refundable for cash. Additional terms and conditions may apply to a Winner's Prize.

Prize ARV

Grand Prize Winner

- Production Grant \$25,000

Best BTS Prize

- \$500

(6) Prize Packages Containing:

Name	Prize	Individual Value	Total Value
Scriptation	30 pro codes	\$155.88	\$4,676.40
Shotdeck	\$1000 + in-kind app codes	\$155.40	\$4,662.00
Shotlister	30 pro codes	\$39.99	\$1,199.70
Smarthouse Creative	6 website/social media audits	\$500.00	\$3,000.00
FilmConvert	30 pro codes	\$249.00	\$7,470.00
PolarPro	In-kind gear	TBD	\$3,000.00
LumaTouch	30 pro codes	\$29.99	\$899.70
iOgrapher	In-kind gear	TBD	\$1,000.00
Zacuto	5 Smart ZFinders + 1 Director's Rig	Varies	\$2,570.00
Easy Release	30 pro codes	\$12.99	\$389.70
Melodie	6 lifetime codes + one-month code for FilmicFest filmmakers	\$500.00	\$3,000.00
Adobe/Frameio	30 pro codes?	\$180.00	\$5,400.00
Sandmarc	In-kind gear		
Shure	Microphones		

Total ARV of Prize: \$37,000

6. Prize Restrictions: Limit one (1) Prize per person. Sponsor does not make, nor in any manner is responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prizes including but not limited to their quality, fitness for purpose, or condition. Any product and brand images are trademarks or registered trademarks of their respective companies, which are not sponsors or affiliated with this Contest. Prizes are non-transferable and non-changeable and no cash redemption or substitution is permitted, except at the sole discretion of Sponsor. Prizes will be deemed void if sold, transferred, auctioned, or assigned to any third party. Sponsor reserves the right in its sole discretion to substitute a Prize in whole or in part with one of comparable or greater value. All costs and expenses associated with Prize acceptance and use not specifically provided herein are the responsibility of the Winner. ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. If a Prize is undeliverable to a Winner or otherwise not claimed by a Winner within two (2) calendar days after delivery of notification, the Prize will be forfeited by such Winner and awarded to the next highest scoring Entry until the Prize is claimed.

7. Winner Notification/Prize Claims. Winners are subject to verification. All Winners and their guests may be required to verify their eligibility by completing, signing, and returning an Affidavit of Eligibility/Liability Release/Publicity Release. A failure to sign such Affidavit of Eligibility/Liability Release/Publicity Release within 4 calendar days of notice of an Entrant's selection as a Winner of a Prize may result in Entrant's forfeiture of the Prize. If the Prize is forfeited, Sponsor will award the Prize to the next highest-scoring Entry. If Sponsor elects, a potential Prize Winner will be subject to a confidential background check following notice of his or her selection to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or Sponsor, as determined by Sponsor in its sole discretion. The disclosure of any information that may bring Sponsor into public disrepute, contempt, scandal, or ridicule or reflect unfavorably on the Contest or Sponsor or the potential Prize Winner's refusal to cooperate in such background check may result in the disqualification of the entrant. Winners may be required to complete a W9 Tax Form and may be required to furnish his or her social security number for the sole purpose of preparation of any tax forms as required by law. Allow 4–6 weeks after notification and verification of Winners for delivery of the Prize. Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of any Winners. If a potential Winner is found to be ineligible or not in compliance with these Official Rules, the Prize will be forfeited by Entrant and Sponsor will award the Prize to the next highest-scoring Entry.

8. Use of Entries and Associated Name, Likeness, etc. Except where prohibited by law, by submitting an Entry, Entrant grants Sponsor, its agents, and licensees, the irrevocable, sub-licensable, royalty-free right and license to reproduce, publish, transmit, distribute, create derivative works from, and otherwise use the Film or other materials submitted as part of the Entry, as well as your image or likeness as reflected therein and your name and/or biographical information in association with the media, for marketing, public relations or other promotional purposes, in perpetuity, throughout the world, in all media and formats now or later known or developed, without further notice or compensation therefor. Subject to the licenses granted in these Official Rules, Entrants retain any patents, copyrights, and other intellectual property rights owned, developed, or used by them that are not disclosed in an Entry. Each Entrant may be required to execute additional documentation to effect the intent of this paragraph.

9. Release. By submitting a photograph or video (the "Film"), if any, and the text in the entry in connection with this Contest, each Entrant hereby represents and warrants that he or she is the sole owner of the Film and other materials submitted, that the submission of the Film and materials and Sponsor's use of the Film and materials as permitted in these Official Rules will not infringe any intellectual property right held by a third party, and that they own or control all rights necessary to grant the rights granted herein, including a grant of all intellectual property and publicity rights from any and all persons in the Film. All entrants in this Contest and all other persons within the Film hereby indemnify the Contest Entities from and against any and all claims arising out of a breach of the foregoing warranty or out of use of the Film or the materials as set forth herein. All entrants, and their designees, assignees, predecessors, and successors in interest, by participating in the Contest, or by acceptance of the Prize, acknowledge compliance with these Official Rules and agree to release and hold the Contest Entities, their affiliates, subsidiaries, and their respective officers, directors, employees, independent contractors, representatives, and agents ("Releasees") harmless from and against any claim or cause of action (and any associated costs, losses, or damages)

arising in whole or in part out of participation in the Contest or the receipt, redemption or use of a Prize, including any death, injuries or damages of any kind sustained in connection with the use, acceptance, possession or awarding of any Prize (or any goods or services purchased using the Prize). By participating in this Contest, you agree to be bound by the Official Rules and by the decisions of Sponsor, which are final and binding on all matters. Sponsor reserves the right to modify the Prize award procedures at its discretion.

10. Force Majeure. Releasees are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor assumes no responsibility for any damage to an entrant's phone line, hardware, software, or program malfunctions, or other errors, failures, or network connections that are human or technical in nature. Sponsor reserves the right, in its sole discretion, to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest, in whole or in part, if it determines, in its sole discretion, that the Contest or any particular selection of a Winner is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security and/or feasibility of the Contest or particular selection of a Contest Winner as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Contest or a particular selection of a Contest Winner as contemplated herein by any event beyond its control, including, but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Contest in its entirety.

11. General. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Contest is void where prohibited by law. The Contest is governed by the laws of the State of Washington and is subject to all applicable federal, state, and local law regulations. By entering, all entrants agree that this Contest is governed by laws of the state of Washington for the

resolution of all claims and disputes (excluding any claims against or disputes involving parties other than Sponsor relating to any Prize awarded in the Contest).

12. **Winners List:** A complete copy of these Official Rules can be obtained by sending a self-addressed, stamped envelope to the offices of Filmic, Inc., 4649 Sunnyside Avenue North, Suite #400, Seattle, WA 98103 USA. To learn of the winners, any person may mail a self-addressed, stamped envelope to the offices of Filmic, Inc., 4649 Sunnyside Avenue North, Suite #400, Seattle, WA 98103 USA, Attn: Winners' List – Filmic Short Film Contest. All such requests must be received by January 30, 2023.