DESC’s IMPACT Film Festival Rules

1. COMPETITION ADMINISTRATOR

The Competition is administered and hosted by the Downtown Emergency Service Center, 515 3rd Ave, Seattle WA 98104 (“DESC,” “we,” or “us”).

2. ELIGIBILITY

The 2021 Competitions (the “Competition”) are open to filmmakers worldwide fee prior to the announcement of Finalists in November 2021.

The Competition is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules (the “Rules”) and DESC’s decisions, which are final and binding in all matters related to the Competition.

3. TIMING

The Competition begins on April 28th, 2021, at 12:00 a.m. Pacific Standard Time (“PST”) and ends on September 22nd, 2021 at 11:59 p.m. PST (the “Competition Period”).

4. HOW TO ENTER / ENTRY FEE

Your completed Registration and one (1) original short short film (the “Film”) entitles you to participate in the Competition and shall constitute your entry (“Entry”). DESC is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations or entries, which will be disqualified.

5. MATERIAL

As part of each Entry, you may submit one (1) film no longer than 10 minutes, for evaluation and consideration by DESC. The Entry must be your original creative work, and you hereby warrant and represent that you are the sole and exclusive owner of all right, title, and interest in and to the Entry and/or have obtained prior written authorization or license to submit the Entry from any and all third party rights holders therein.

Submission of material does not guarantee the public showing of the film. DESC will select finalists from submitted movies, and all final films will available for public showing during our Impact Film Festival. If an insufficient number of films are earmarked for the festival, the winners will be shown at a different DESC event.

Film submissions must be:

• fully completed and available for online viewing by August 31st for first consideration.
• a short film of 10 minutes or less that addresses homelessness. Longer films (11 minutes total runtime or longer) and reels or trailers (i.e. clips shown in a montage form that do not tell a singular, complete story) are not accepted.
• To be considered for the Youth Award, submitters must be able to prove they are under the age of 18 at the time of submission, and at the end of the competition, (September 22nd, 2021.)

Adaptations and true stories must be in the public domain, or the Entrant must have written consent to adapt the source material.

6. WINNERS SELECTION
DESC will select up to (20) submissions for Short Film as finalists (the “Finalists”). Finalist’s submissions will be shown during DESC’s virtual Impact Film Festival in October of 2021. From the Finalists, Festival Attendees will select (1) “Impact Grand Prize Award Winner” (1) “Social Justice Award Winner”, (1) “Compassion Award Winner” and (1) Youth Award Winner” Winner for the Prizes described in Section 8.

**Impact Grand Prize Award** The film awarded this prize will best represent the spirit of the Film Festival. It will address or embody how everyone can have an impact on homelessness.

**Social Justice Award** This prize will be awarded to the film that speaks most clearly about Social Justice, as it relates to homelessness, showing the relation of balance between individuals and society measured by comparing distribution of wealth differences, from personal liberties to fair privilege opportunities.

**Compassion Award** The Compassion Award will be given to the film that most effects our emotional response to homelessness.

**Youth Award Winner** While youth entries are eligible for all prizes, this winner will be selected from entrants who are younger than 18 years old at the time of September 22nd, 2021.

In the event that DESC does not have a sufficient number of films to hold an event where finalists will be voted upon, the submissions team, including the organization’s directors, members of the board and selected staff will choose the winners.

It is at the discretion of DESC to decide if additional prizes can be given. Conversely, if response for the call for submissions does not meet the needs to hold a complete public film festival, DESC reserves the right to cancel the festival. However, if films are awarded, they will be shown publicly during at least one DESC event.
The Winners will be contacted using the email addresses and/or telephone numbers provided on the corresponding Entry Forms and may be awarded the Prizes (subject to verification of eligibility and compliance with the terms of these Rules). DESC’s decisions as to the administration and operation of the Competition and the selection of potential winners are final and binding in all matters related to the Competition. Winners will be notified, at most, seven (7) days after the announcement. Failure to respond to the initial verification notification within fourteen (14) days may result in disqualification.

Films chosen for the Impact film Festival will be eligible for the (4) festival awards, chosen by attendees. Each attendee will have one vote per admission ticket.

7. VERIFICATION OF POTENTIAL WINNERS

Potential Winners must continue to comply with all terms and conditions of these Rules and winning is contingent upon fulfilling all requirements. In the event that a potential Winner is disqualified for any reason, DESC may award the applicable prize to an alternate Winner from among all remaining eligible Entries.

8. PRIZES

All entrants shown in the film festival will receive official submission laurels, and all prize winners will receive official laurels for that category award. There are cash awards, granted for each category, listed below.

($1000) Impact Grand Prize Award - The film awarded this prize will best represent the spirit of the Film Festival. It will address or embody how everyone can have an impact on homelessness.

$500) Social Justice Award - This prize will be awarded to the film that speaks most clearly about Social Justice, as it relates to homelessness, showing the relation of balance between individuals and society measured by comparing distribution of wealth differences, from personal liberties to fair privilege opportunities.

($500) Compassion Award - The Compassion Award will be given to the film that most effects our emotional response to homelessness.

($500) Youth Award Winner - While youth entries are eligible for all prizes, this winner will be selected from entrants who are younger than 18 years old at the time of September 22, 2021.

Prizes are non-transferable and no substitution will be made except as provided herein at the DESC’s sole discretion. Within ten (10) days after of receiving each Winner’s affidavit of eligibility and liability/publicity release, Sponsor will mail the winner’s prize(s) via the address provided therein. Winners are responsible for all taxes and fees associated with Prize receipt and/or use.

9. ENTRY CONDITIONS AND RELEASE
By entering, each participant agrees to: (a) comply with and be bound by these Rules and the decisions of DESC, which are binding and final in all matters relating to the Competition; (b) release and hold harmless DESC, Prize suppliers, and any other organizations responsible for sponsoring, fulfilling, administering, advertising, or promoting the Competition, and all of their respective past and present officers, directors, members, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights arising out of or relating to a participant’s Entry, participation in the Competition and/or acceptance or use or misuse of Prize; provided however, that such release will not apply to any commercial exploitation of the Entry by a Released Party in violation of your rights under applicable copyright law; and (c) indemnify, defend and hold harmless DESC from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant’s participation in the Competition and/or entrant’s acceptance, use, or misuse of Prize.

10. PUBLICITY

Except where prohibited by law, participation in the Competition constitutes each Winner’s consent to DESC’s use of Winners’ names, likenesses, photographs, and/or personal information for promotional purposes in any media, worldwide, without further payment or consideration. All use of a Winners’ information is in accordance with our Privacy Policy.

11. REPRESENTATIONS AND WARRANTIES

You hereby warrant and represent the following:

- You are the exclusive owner of the Entry, such that the Entry is your original creative work and your submission thereof will not infringe, misappropriate, or violate the intellectual property, privacy, or other rights of any third party; and/or you have obtained prior written authorization to act on behalf of any co-creators of the Entry;
- Neither your execution of this agreement nor your participation of in the Competition, including your submission of the Entry, will conflict with or violate any term or condition of any other agreement to which you are a party, including but not limited to any union or guild regulation;
- There are no threatened, pending or current claims, actions or lawsuits in connection with the Entry and you agree to notify DESC immediate upon your notification of any such claims, actions or suits;
- You are submitting the Entry voluntarily on a non-confidential basis;
• You are at least eighteen (18) years of age; and if you are under the age of 18 at the time of submission, for the sake of awarding the Youth Prize, your legal age must be disclosed and a parent or guardian must also sign the entry submission form;
• You have the right, authority, and capacity to enter into this agreement, and you agree to abide and be bound the terms and conditions herein.

12. CHOICE OF LAW AND DISPUTE RESOLUTION

This agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of Washington as applied to contracts made and to be performed entirely within Washington, without giving effect to the state’s conflicts of law statute. Any controversy, dispute or claim arising out of or related to the agreement or your participation in the Competition shall be settled by an arbitrator, within in the County of King, State of Washington, subject to the rules and regulations of the American Arbitration Association then in effect, except that such arbitration shall be handled by a single arbitrator selected in accordance with such rules and regulations. The arbitrator shall be well acquainted with the entertainment business and Non-profit organizations in the County of King, and the arbitrator’s decision shall be final and binding. Each party to any arbitration shall bear its own costs, including attorney’s fees. Failure to appear at any arbitration hearing entitles the arbitrator to proceed ex parte.

13. INTELLECTUAL PROPERTY RIGHTS

By accepting your Entry, including your submission of the Script or Film, we in no way grant you any additional rights therein or otherwise expand the scope of your rights under applicable copyright laws. You are solely responsible for protecting your rights in the Entry, including without limitation, for filing or registering the Script with the United States Copyright Office. You retain all rights to the Entry itself and any other creative materials submitted to the Competition.

14. INDEPENDENT CONTRACTORS

The relationship between you and DESC is one of independent contractors. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, employee, or in any other capacity, except as specifically provided herein

15. GENERAL CONDITIONS

DESC reserves the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures, or any other factor beyond DESC’s reasonable control impairs the integrity or proper functioning of the Contest, as determined by DESC in its sole discretion. DESC reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the Entry process or the operation of the Contest or to be acting in violation of these Rules
or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, DESC reserves the right to seek damages from any such person to the fullest extent permitted by law. DESC’s failure to enforce any term of these Rules shall not constitute a waiver of that provision.

16. LIMITATIONS OF LIABILITY

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Competition; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or the processing of Entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant’s participation in the Competition or receipt or use or misuse of any Prize.

17. ENTRANT’S PERSONAL INFORMATION

Information collected from entrants is subject to the DESC’s Privacy Policy which is available here.

18. COMPETITION RESULTS

For Competition results, visit the website on or after September 24th, 2021 or email the contest directly. Competition results are posted publicly on the respective contest website page. Winners may also be made public and permanently posted to the DESC website and other sites under the management of DESC.