KISSFIST FILM CHALLENGE CONTEST OFFICIAL RULES

1. ELIGIBILITY The KissFist Film Challenge Contest ("Contest"), is open to anyone who complies with the following rules and standards; the exception is the following individuals, who are not eligible: (a) persons involved in the judging of the Contest and their immediate family members (spouse, parent, child, sibling, or grandparent of each) and those living in the same households for at least three (3) months during the twelve (12) month period preceding the start date of the Contest; (b) employees of Deaf Spotlight and their immediate family members (spouse, parent, child, sibling, or grandparent of each) and those living in their same households for at least three (3) months during the twelve (12) month period preceding the start date of the Contest and (c) children under the age of thirteen (13) years. By entering this Contest and accepting the terms herein you agree to be bound by these Official Rules, which constitute a binding agreement between you, on one hand, and Deaf Spotlight and the KissFist Film Challenge, on the other. Each person or team submitting a film/video for the Contest is an "Entrant." The submitted film/video is the "Entry." Each Entrant, or part thereof, is limited to one Entry. Entrants must have at least one member of its team be eighteen (18) years of age or older. Each Entrant must designate one person, eighteen (18) years of age or older, as their Entrant Representative ("ER"), and no Entrant may have more than one ER. The ER will act for the Entrant in all communications with the KissFist Film Challenge regarding the Contest. ERs will be required to, and must, sign and submit the standard KissFist Film Challenge Entry Agreement ("Entry Agreement") with their Entry. **A copy of the Entry Agreement available at on the KissFist Film Challenge webpage.**

The Entry Agreement must be signed on behalf of all members of the Entrant, and each member, or the member's parent or guardian if the member is under the age of eighteen (18) years old, hereby authorizes, and by participating herein further authorizes, the ER to so sign on their behalf. Upon submission of the Entry to FilmFreeway, please email a copy of the signed Entry Agreement directly to: kissfist@deafspotlight.org. All costs associated with the production of the Entry and participation in the Contest are the sole responsibility of the Entrant. Entrants

need not be physically present at the designated times to participate. Entrants are strongly encouraged to include in the Entry elements that, at the very least, acknowledge disability to create awareness of the unique stories about disability that are not being told. Entrants are strongly encouraged to include in the Entry one or more of the following: a Deaf/DeafBlind/DeafDisabled/Hard of Hearing actor, director, writer, and/or producer.

2. CONTEST DATES The Contest Entry Period will commence Monday, December 19, 2019 and end on Friday, February 7th, 2020. The Production Period commences Friday, February 14, 2020 (at 6 PM PST) and ends Monday, February 17, 2020 (at 5:59 PM PST).

3. TO ENTER To enter the Contest, follow these Official Rules and the instructions found on the **KissFist Film Challenge website** and the **KissFist FilmFreeway web portal**. Registration must be fully completed by 11:59 PM PST on Friday, February 7th, 2020. The registration fee is $25. No registrations will be accepted after Friday, February 7, 2020. There will be NO REFUNDS if an Entrant improperly registers or must withdraw for whatever reason.

4. FILMMAKING RULES The following rules apply to each Entrant and its participating group/production team:

A. Assignment All Entrants will be provided the same assignment, and be given seventy-two (72) hours to make and submit an Entry. The topic will be posted on the KissFist Film Challenge page commencing at 6:01 PM PST on Friday, February 14, 2020. As a courtesy, the topic will also be sent to the Entrant's email address as identified on the Entry Agreement. Deaf Spotlight and the KissFist Film Challenge shall not be responsible for any internet or communication malfunctions or problems or any failure of any Entrant to receive any posted or emailed communication (see paragraph 10 below). To be considered eligible, all Entries must be properly submitted by Monday, February 17, 2020 at 5:59 PM PST. See **KissFist Film Challenge page** for additional details.

B. Times The Entrant must fully complete submission of its completed Entry by Monday, February 17, 2020 at 5:59 PM PST. Only works that meet the deadline will be officially part of the Contest. Please contact FilmFreeway regarding any and all technical questions about properly uploading your completed project to insure completion by the posted deadline. All creative work must take place from 6 PM PST on Friday, February 14, 2020 through 5:59 PM PST on Monday, February 17, 2020 (the "Contest Weekend"). Any creative work in advance of the Contest Weekend is prohibited. Creative work includes, but is not limited to: Writing; Rehearsing; Costume/Set Design; Shooting; Editing; Sound Design; Rendering; and Outputting to tape or other media.

C. Footage All footage must be shot within the Contest Weekend. 1) No stock footage, or footage shot or created at another time, may be used. 2) Animation and special effects are permitted, but must be created during the Contest Weekend. 3) The film must have English Subtitles. 4) Still photographs are permitted (so long as not used to create an illusion of motion),

provided that the Entrant has the rights to them. The photos do not need to be created during the Contest Weekend.

D. Volunteers All cast and crew must be volunteers.

E. Length The finished Entry must have a minimum duration of three (3) minutes and a maximum duration of five (5) minutes—not including credits at the end of the Entry.

F. Title Card Designation Before the finished film/video begins, the media must have: - The logo of the challenge; (can be downloaded on the website) - A title card with: title of the film/video. - Your film/video.

G. Credits - Credits at the end of each Entry are limited to a maximum of 60 seconds and are not included in the five (5) minute maximum. - End credits must include the words: "This film/video made for the KissFist Film Challenge." - Opening credits are considered to be part of the Entry and therefore count against the five (5) minute maximum.

H. Forms and Formats Your Entry must be submitted in Digital Upload format only through the **KissFist FilmFreeway web portal**. In order to be showcased on the KissFist Film Challenge website, winning Entries must be submitted or resubmitted in a format compatible with Vimeo video hosting services (see http://vimeo.com/help/compression for details). Instructions for submittal are contained in the FAQ document on the **KissFist Film Challenge website**. Upon submission of the Entry to FilmFreeway, please email a copy of the signed Entry Form and Certification Statement available on the **KissFist Film Challenge website** directly to: kissfist@deafspotlight.org. Release agreements for individual team members will be required from the winning Entries. Teams utilizing SAG/AFTRA talent must contact their union before participating in the film challenge. If they participate without notifying the union or union determination whether it's under their jurisdiction, their membership will be revoked.

I. Sound Maintain sound levels relatively even throughout your Entry. (Uneven sound may be modified to protect the playback equipment.)

J. Contest Releases Each Entrant must secure releases for talent, crew, music and locations and any other applicable releases (collectively referred to as "Contest Releases"), which must be submitted upon request to the KissFist Film Challenge or Deaf Spotlight. Contest Releases must be submitted within 36 hours of request. The Contest Release forms can be found on **KissFist Film Challenge website**.

K. Certification Statements The Entrant must submit a statement with his/her/its completed Entry, certifying adherence to all Official Rules ("Certification Statement"). The Certification Statement can be found on **KissFist Film Challenge website**.

L. Original/Non-Violating To be eligible for the Contest, Entries must be the original work of the Entrant(s); must not infringe on third-party's rights; must be suitable for publication (i.e., may not be obscene or indecent); must not contain obscene or pornographic material; may not contain defamatory statements about any person, company, organization or entity; may not invade privacy or other rights of any person, company or entity; may not in any other way violate applicable laws and regulations; and may not contain any copyrighted elements (other than as owned by the Entrant or in the public domain). Entries containing prohibited or inappropriate content as determined by the KissFist Film Challenge, in its sole discretion, to be inappropriate, will be disqualified. The KissFist Film Challenge reserves the right at its sole discretion to make the final determination as to which Entries are eligible. The KissFist Film Challenge also reserves the right to refuse to screen a film/video or to make an announcement regarding the content of the Entry.

M. Notes on Submissions Nothing other than the Entry, the Entry Agreement, the Contest Releases (when requested) and the Certification Statement may be submitted. No personal bios, CVs, publicity materials, communications or other items or elements may be submitted and may result in disqualification of your Entry. Submitted Entries will NOT be returned to Entrant(s). If your Entry does not conform to the submission requirements, it may be disqualified. Also, if your Entry cannot be viewed on the KissFist Film Challenge equipment, it may be disqualified.

N. Lawful No law may be broken in connection with the development, creation, filming or 7 submission of the Entry.

O. Compliance Each Entry and each Entrant's film/video production and participation must follow all Official Rules.

P. Disqualification The KissFist Film Challenge may, in its sole discretion, disqualify Entries deemed by the KissFist Film Challenge to be inappropriate or otherwise non-compliant.

Q. Amendments The KissFist Film Challenge may add to or amend these Official Rules at any time prior to the beginning of the Contest Weekend. All ERs, members and Entrants are advised to repeatedly consult the **KissFist Film Challenge website** to review the latest rules.

5. SELECTION OF WINNERS Eligible Entries will be judged based on the following criteria:

A. Creative Merit – 40% - consisting of: story/plot, performances, and entertainment value
B. Technical Execution – 30% - consisting of: picture, quality, sound qualit,y editing & post-production quality, production value, and effects
C. Inclusion of assignment criteria – 30% The Contest will be characterized by a specific assignment, requiring films to include a certain theme and a few specific elements. The degree to which each film organically incorporates the elements of the assignment will dictate judges' evaluation of the film's inclusion of assignment criteria. A prize will be awarded. See the KissFist Film Challenge page for prize details and updates. Entrants agree and acknowledge that the

KissFist Film Challenge has the sole right to judge the Entries, select the winners and decide all matters and disputes arising from this Contest in its sole discretion, and that all decisions of the KissFist Film Challenge are final and binding.

6. ENTRIES By submitting an Entry into this Contest, each Entrant, and each of Entrant's respective members, including the ER, warrants and represents that the Entrant owns all rights to the Entry he/she/it is entering in this Contest, including, without limitation, the written, musical, video, audio or digital elements, and the performances contained in each Entry. Each ER, member and Entrant further warrants and represents that neither the Entry nor the making thereof will violate or infringe on the rights of any person, and that Entrant has obtained permission from each person who appears in the Entry (or owns any rights with respect thereto) to grant the rights to enter into the Contest and submit the Entry thereto. ER and Entrant each warrants that they have provided these Official Rules to every person appearing in the Entry (or owns any rights with respect thereto), and secured their written consent thereto, prior to submitting the Entry. ER and Entrant each agrees to submit copies of such permissions to the KissFist Film Challenge upon request. By submitting an Entry, each of ER, members and Entrant expressly agrees to the Official Rules, as they currently exist or as amended, and further agrees to indemnify and hold the KissFist Film Challenge, Deaf Spotlight and their affiliates, officers, directors, agents, partners, and any of their employees (collectively, the "Contest Indemnities") harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Contest Indemnities due to or arising out of the Entrant's Entry materials in the Contest, or the Entrant's conduct during and in connection with this Contest, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation. Each of ER, members and Entrant agrees to release, indemnify and hold harmless the Contest Indemnities from any and all claims that any advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of the Contest Indemnities infringes on the rights of Entrant's work as contained in any Entry. The total number of Entries will equal the number of eligible Entries received.

7. ENTRY AGREEMENT As a condition of entry, Entrants must agree to the Entry Agreement, which sets forth the rights of Entrant and the KissFist Film Challenge with respect to the use of Entries by the KissFist Film Challenge. Entries that do not include all required information, and adhere to the foregoing and following requirements, will be considered void and will not be considered in this Contest.

8. COLLABORATION ON ENTRIES If any group of individuals (each a "member") elects to collaborate on an Entry, they are required to designate one (1) person as their ER (see paragraph 1 above). The ER shall serve as the agent of the group to enter the Contest, agree to these Official Rules, sign the Entry Agreement and accept the prize on behalf of the group. The Contest Indemnitees are not liable for any disputes between collaborators, members, vendors, talent or any other persons arising out of or related to the Entry or the Contest. As a condition

for any Entry, and being allowed to participate, each member hereby warrants and represents that they have authorized the ER to sign all documents related hereto, and to make any statements made to the KissFist Film Challenge or Deaf Spotlight, on behalf of each member and their respective agents, representatives, assigns and successors, and will hold the Contest Indemnitees fully indemnified and harmless from any dispute with respect thereto.

9. GENERAL CONDITIONS By participating, Entrants agree to these Official Rules, which are final and binding in all respects. The Contest is governed by the laws of the State of Washington, USA, and all claims must be resolved by binding arbitration in King County, State of Washington, under the then applicable Comprehensive Arbitration Rules and Procedures of JAMS.

10. LIMITATIONS OF LIABILITY AND RELEASE No liability or responsibility is assumed by the KissFistFilm Challenge, Deaf Spotlight or affiliated entities or persons resulting from any person's participation in, or attempt to participate in, the Contest, or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by KissFist Film Challenge, Deaf Spotlight or affiliated entities or persons for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software failures or errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or internet connectivity or other online communication problems; errors or limitations of any internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of any web site in whole or in part for any reason; traffic congestion on the internet or any web site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. KissFist Film Challenge, Deaf Spotlight and affiliated entities or persons are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on any website. Use of any affiliated web site is at the user's own risk. KissFist Film Challenge, Deaf Spotlight and affiliated entities or persons are not responsible for any personal injury, harm, property damage or loss of any kind which may be sustained to any Entrant or any other person's person or property resulting from participation in the Contest, use of any affiliated web site or the download of any information. By participating in the Contest, Entrant agrees to, and hereby does, release, indemnify and hold KissFist Film Challenge, Deaf Spotlight and affiliated entities or persons harmless from any and all claims, damages or liabilities arising from or relating to such Entrant's participation or involvement in the Contest.

11. WINNERS Winners to be announced on or before Friday, March 6, 2020 on the **KissFist Film Challenge page** and/or at a Celebration Event. As a courtesy, winners will also be sent an email to the Entrant's email as identified on the Entry Agreement. The KissFist Film Challenge and Deaf Spotlight shall not be responsible for any Internet or communication malfunctions or

problems or any failure of any Entrant to receive any posted or emailed communication (see paragraph 10 above).