

Faces of Hunger in America Film Contest

www.facesofhunger.org



Official Contest Rules and Terms

No Purchase Or Fee Necessary To Enter or Win. Failure to adhere to any of these Official Contest Rules and Terms will result in the disqualification of the submitted entry.

- 1. Sponsor.** The Sponsor of this Contest is Palms for Life Fund, Inc., a nonprofit 501(c)(3) charitable organization. The Sponsor's website, containing its contact information, mission statement and other information about the Sponsor, is www.palmsforlifefund.org.

The Sponsor reserves the right to cancel the Contest, and award no prizes if, within the sole discretion of the Sponsor, it has not received a reasonable number of entries having sufficient merit in accordance with these Official Contest Rules and Terms.

- 2. Eligibility.** Each entrant must be 25 years of age or under as of October 15, 2009 and must be a United States citizen. Entrants must submit a 5-12 minute film depicting the growing epidemic of hunger in their communities within the United States.

3. The Entries

- Entrants must own all legal copyrights to their submitted film entries. The winners will be required to sign an Affidavit of Eligibility certifying, among other things, that (a) the film submitted is the winner's original work, (b) he/she holds all rights to the entry, and (c) the entry has not been previously published or won any other prizes or awards.
- Entrants need to obtain all necessary Photo Releases legally granting the filmmaker the right to use all personal images found in the film (click [here](#) for Photo Release form). The Finalists of this Contest will be required to mail these Photo Releases together with their films to Faces of Hunger in the United States Film Contest, c/o Palms for Life Fund, Inc., P.O. Box 1742, New York, NY 10016.
- No entry may defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.

- Modifying, enhancing or altering a third party's pre-existing work does not qualify as entrant's original creation.
- Entry may not be offensive, as determined by the judges in their sole discretion.
- Submitted film must not have had any commercial distribution or broadcast within the United States.
- All film content must have been created in either 2008 or 2009.
- Stock footage and photographs are permitted but cannot account for more than half of the footage used. Participants must have all rights to the stock footage and include a release that states this.
- Output preparation: finished film should have a minimum of 5 seconds of black, then the following slate: Name (Individual/Team), Age, City & State, and Film Title – before the film begins. End credits are also required.
- Film must include the following credit: "This film was made as part of the Faces of Hunger in the United States Film Contest 2009."
- Any type of video or film camera may be used.

4. Promotion Period. Entrants must post their video submissions beginning on August 24, 2009 and no later than 11:59pm on October 15, 2009 ("Promotion Period"). Any submission received before or after the Promotion Period will be disqualified. If there are less than 50 entries as of the end of the Promotion Period, the Sponsor reserves the right to extend the Promotion Period beyond October 15, 2009. The Sponsor will notify candidates and prospective candidates of the extension by posting an announcement on www.facesofhunger.org, the Sponsor's website.

5. How to Enter. There is no fee and no purchase of any kind is required to enter. Entries will initially be accepted only if they are submitted electronically by uploading the content onto www.GotSpot.com, the website that will be administering the Contest. Each submission must contain the following:

- A completed online Application form available for viewing upon uploading process;
- A 5-12 minute video (videos whose length is outside these parameters will be disqualified);
- An Artist Statement (statement should describe artist's motivation/purpose to making the film, and a short summary explaining what the film portrays) of no more than 300 words in length as part of the online Application;
- A logline of no more than one sentence as part of the online Application.

The submission can be either individually created or collaborative. If collaborative, it will be treated as one (1) submission eligible for one prize only, regardless of how many authors are responsible for creating the work. If a collaborative film is selected as a winner, only one (1)

of the film's creators will be notified and awarded the prize. That representative will be solely responsible for allocating the prize among the other collaborating artists.

With the sole exception of the Affidavit of Eligibility, do not send original documents. The Sponsor will not return any document, film or submission of any kind to the sender.

- 6. Public Voting and the Judging Process.** The first round will consist of a vote by the public, administered exclusively on and by www.GotSpot.com and subject to the terms and conditions, and policies, set forth on that portal. Public voting will open on October 16, 2009 – World Food Day – beginning at 12:01am and will close on November 16, 2009 at 11:59pm. The voting process will be as follows: (i) voters must register at www.GotSpot.com to be able to actively place their votes; (ii) voters will have the opportunity to place 1 vote per video per day. There is no limitation on how many different videos voters can vote for in a given day. On November 17, 2009, at 12:01am, the twenty (20) films with the highest number of online public votes (the “Finalists”) will advance to the second and final round of judging which will be conducted by a panel of 5 judges, appointed by the Sponsor in its sole discretion.

Judging will take place between December 1, 2009 and December 18, 2009. The judges will be comprised of prominent figures in the anti-hunger community, as well as recognized individuals in the film/entertainment industry. The judges will assign a score from 1-100 to each Finalist's film. The judges will select the top three films from which there will be designated one first place winner, one second place winner and one third place winner, based on the following criteria: (i) Clear Conveyance of Message (40%); (ii) Creativity (20%); (iii) Impact of the Piece (20%); and (iv) Visual Quality (20%). The decisions of the judging panel shall be final.

The Sponsor reserves the right to create a special Youth Award for filmmakers under 18 if there are at least 5 filmmakers in this age group among the Finalists. Such decision will be made prior to December 1, 2009 and will be communicated publicly on the Sponsor's website.

- 7. Finalists.** Each of the Finalists will be individually contacted by the Sponsor and will be required to ship to the Sponsor (i) two hard copy DVDs of their film (DVD should be compatible with Region 1 DVD players and should contain a minimum of 5 seconds of bar and tone, followed by 5 seconds of black, a slate and end credits), (ii) proof of age (a notarized copy of birth certificate, passport or driver's license only) and (iii) all original signed Photo Releases (click [here](#) for Photo Release form). The film/video will not be eligible for awards until the Faces of Hunger organizers receive the signed Photo Releases.

All documents and DVDs must be clearly marked for identification with (i) the film title, (ii) the entrant's name, (iii) telephone number and (iv) email address. This complete package must be shipped to Palms for Life Fund at the following address: Faces of Hunger in the

United States Film Contest, c/o Palms for Life Fund, Inc., P.O. Box 1742, New York, NY 10016. When invited to do so, Finalists will have until postmarked date of November 27, 2009 to send in these materials using a prepaid USPS shipping label provided by Sponsor.

Failure to provide all requested materials by that date will disqualify the Finalists from participating in the next phase of judging and receiving a prize.

If the Entry cannot be viewed on Faces of Hunger equipment, it may be disqualified.

- 8. Winners.** Before receiving any prize, each prize winner (or the winner's parent or legal guardian if the winner is a minor under applicable state law) must submit an original, signed and notarized Affidavit of Eligibility (see numeral 3).
- 9. Prizes.** A prize in the form of a certified check will be awarded to each of the top 3 winners as follows: \$5,000 for first place, \$3,500 for second place, \$1,500 for third place. If the Sponsor decides to add to the Contest a Youth Prize, then the award will be \$1,000. No entrant can win more than one prize. All prizes must be awarded; if it becomes impossible to award a prize to a winner, the Sponsor shall determine an alternate winner with the next highest score. No substitution, transfer, or assignment of a prize is permitted. Notification of prize winners will be made both online as well as offline by certified mail no later than January 15, 2010. If a notified winner does not respond to accept the prize within 2 weeks of the postmarked date, the prize will be forfeited and awarded to an alternate winner. A list of all winners and the winning films will be announced on www.facesofhunger.org and on www.GotSpot.com. Prize winners are solely responsible to report and pay any applicable taxes on their prize. All persons winning prizes valued at \$600 or greater will receive an IRS Form 1099-MISC for the value of their prize.
- 10. Sponsor's License to Use All Entries:** Each Contest entrant shall remain the owner of his/her/their submitted film and may use the submitted film without restriction for other purposes, *provided that the Sponsor is hereby granted a non-exclusive, perpetual, worldwide license ("Sponsor License") to use any film entered into this Contest* in the Sponsor's sole discretion and for any purpose. If asked by the Sponsor, entrants will be required to execute a licensing agreement confirming the Sponsor License. Failure to execute such an agreement upon request will result in disqualification of the entrant.
- 11. Notice to Entrants.** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. If for any reason this Contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, uploads of malicious files or viruses, or any other causes beyond the

control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, including but not limited to acts of God, natural disaster, extreme weather conditions, terrorism, or similar force majeure, the Sponsor reserves the right, at its sole discretion, to disqualify any entry or any individual who tampers with the entry or voting process, and to cancel, terminate, modify or suspend the Contest and select winners using all eligible, non-suspect entries and/or votes received as of the date of termination.

Under no circumstances shall the Sponsor have any responsibility for unavailable network connections; failed, incomplete, garbled or delayed computer transmissions, online failures; hardware, software or other technical malfunctions or disturbances; or any other communications, failures or circumstances affecting, disrupting or corrupting the promotion in any manner. If the Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events outside Sponsor's control compromise the integrity or viability of the promotion, Sponsor reserves the right to void the entries at issue and/or terminate the Contest. In the event of termination, a notice will be posted online and there will be no judging of the entries received. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor. Sponsor reserves the right to prohibit the participation of any individual if the entrant fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

12. Dates and Deadlines. Dates and deadlines stated in these Official Rules are subject to change by the Sponsor without notice.