### **RULES AND REGULATIONS OF «SHOOT & PLAY»**

### 1. USE OF THE TERMS AND REGULATIONS

(1) These terms and conditions (hereinafter - the "Terms") determine the process of submission of short films ("movies" or "videos") to Kyiv International Film Festival Molodist (KIFF Molodist, Organizer) for consideration in the contest Shoot&Play (Competition). In the case of contradictions this document with any other document prepared by KIFF Molodist or any other institution shall prevail. Any questions regarding the Terms should be sent to shootnplay@molodist.com. KIFF Molodist leaves the right to make changes and/or additions to the terms of the competition. Information about changes and/or additions will be placed by the Organizer on the official website on the Internet at www.molodist.kiev.ua/shoot-play. The rules and regulations of the Competition become active from the date of such posting on the official website of the Organizer.

## 2. VIDEO SUBMITTION AGREEMENT

By giving a video to the KIFF Molodist Contest, the applicant (Applicant) confirms that he/she received the consent or permission of any holders, creators, writers, producers and/or other persons whose consent is required for video presentation on KIFF Molodist (Video owners). By giving a video to the KIFF Molodist for the Contest, the applicant states that he/she had read and understood the agreement and its terms. KIFF Molodist has the right, but not the obligation, to disqualify or not to accept any application that partially or fully does not meet these conditions.

# 3. COMPLIANCE WITH THE TERMS OF VIDEO SUBMITTION

Films that do not meet the terms of application of the video will not be submitted and will not be considered by KIFF Molodist. KIFF Molodist reserves the right, in its sole discretion to accept belated applications. In order to see the requirements for the video application, please see "Requirements of Submitting".

# 4. SELECTION

KIFF Molodist will consider the inclusion of all competition films that meet the requirements and submitted in due time in accordance with the Terms. KIFF Molodist reserves the right to consider for inclusion and to include in the Competition videos received through means, channels and procedures that are not described in these terms. Neither these Terms nor anything else requires KIFF Molodist to submit videos by the procedure described in these Terms. All decisions on selection are solely the responsibility of KIFF Molodist is final and irreversible. KIFF Molodist is not required to provide comments of justification or any other information on the inclusion or non-inclusion of any submitted film or on the procedure by which video was applied or chosen. KIFF Molodist is not responsible for the decision on selection; the content of internal comments of the film, which can be obtained from the applicant or any other person; for any communication of any of the members of KIFF Molodist concerned a video or the selection process of the competition; for the way of consideration of the film; for failing to provide the applicant or any other person with information about video review by KIFF Molodist. Information about the acceptance of videos of KIFF Molodist Shoot&Play participants will be

displayed on the relevant page of the Organizer, starting from April 1. Applicants are responsible for providing KIFF Molodist with correct contact information. KIFF Molodist is not responsible for any failed attempts to contact the applicants through the provided contact information.

## 5. INTELLECTUAL PROPERTY, CLAIMS, INDEMNITY

By giving a video to KIFF Molodist, applicants and owners of the video ("the applicant parties") confirm that:

- (1) The film is completely original and not copied and does not contain any other work that is the subject of copyright, except where such work is in the public domain for use, or if the applicants received any necessary consent, approval, license and other permits or release of any kind required to reproduce any person, character, location, subject, trademark, sound, piece of music or other work in the video;
- (2) The movie does not defame any person, does not violate applicable law or statutory rights, including but not limited to, rights of privacy and publicity or any other rights of any person;
- (3) The film is not the subject of a lawsuit, and there is no threat of such action, as far as can be known by applicants;
- (4) There are no and will not be any agreements signed that would make harm or may prevent the applicant to apply his/her video to the Competition, or will conflict with any part of these Terms;
- (5) Party applicants have full authority and legitimacy to apply the video for the Competition of KIFF Molodist and to provide all the rights under the terms and registration forms, and there is no obligation that could in any way harm, avoid or prevent applicants to fully implement its obligations under these Terms.

Party applicants agree to guarantee against losses that may be incurred to KIFF Molodist, its licensees, successors and its and their members, agents, directors, employees, agents, partners and affiliates - people for whom there is exemption rights (each - "Liberated person") from any claims, lawsuits, complaints and other proceedings against the Released persons and against any losses, costs or damages, including full cost for the services of a legal nature, that the Liberated person suffered or may suffer, directly or indirectly caused by or associated with the use of the video applied for the Competition by the applicant, or abuse or breach of any representation, warranty or any other agreement provided by the applicant in these Terms. KIFF Molodist takes all appropriate anti-piracy safeguards and guarantees safe storage of films, provided by the applicant.

The access to the videos is limited by KIFF Molodist workers who need access to use or display the applications. Copying or transferring movies to loan is forbidden. By applying a video to KIFF Molodist applicants are discharging KIFF Molodist from any liability in case of theft, unauthorized access or copying, or any copyright infringement of video while it is in possession of KIFF Molodist.

## 6. ASSESSMENT PROCEDURE OF WORK

KIFF Molodist as the Organizer of the competition determines the order of the works evaluation process (by closed voting of a specialized jury).

Information about the procedure and method of voting is placed on the Organizers website www.molodist.kiev.ua. In case of voting with the jury, the members of jury and procedure of election of jury will be determined by KIFF Molodist at their discretion. The jury will be announced in advance on the official website of the Organizer. The distribution of videos of the participants, whose films will be selected for the final stage of the competition, will be determined by the jury at a closed session vote on each of the film-finalists or by other mean specified by the Organizer.

## 7. PAYMENT OF THE MAIN PRIZE

Total prize money is paid net of tax. Payment of money spent on fees and taxes shall be governed by the laws of Ukraine.