

FESTIVAL TERMS and CONDITIONS

(Special Thanks to the [St. Lawrence International Film Festival](#) and the [Synimatica Film Festival](#) for their templates for Terms and Conditions)

By submitting your project to the Skyphire Entertainment FESTIVAL (also known as "FESTIVAL", "The FESTIVAL", and/or "The Skyphire Festival") and use of the Festival website (the "website"), you hereby agree to be legally bound by the following Terms and Conditions (the "agreement").

1. The FESTIVAL nor Skyphire Entertainment is not responsible for the streaming quality of linked video in your submissions. If your entry is unable to be watched by our programmers due to issues with your link, your film may be disqualified with no refund available. Please use trusted and popular link sources such as YouTube or Vimeo where possible.
2. Submitted films, stage plays, soundtracks, sound design, film posters, and artwork must have been completed on or after Jan 1st, 2015 (you will be asked to provide IMDb link or method of proof).
3. Actor monologues, cinematographer, photographer, or director reels, and Social Media submissions must have been completed on or after Jan 1st, 2018 (you will be asked to provide proof).
4. Submissions may include entries that have already premiered and are available for public viewing (online or otherwise).
5. All entries must be in English (films may be dubbed in English).
6. The FESTIVAL does not pay screening fees under any circumstance. By submitting your entry, you are agreeing to screen your submission without a screening fee or any other compensation when selected.
7. If the entrant, for any reason, prefers not to have their entry made available on the public FESTIVAL website, the entrant is responsible for notifying Skyphire Entertainment by email to SkywardPrime@gmail.com.
8. By submitting your entry to FESTIVAL, you agree to the following:

I/We have read all of the FESTIVAL rules. I/We understand and have complied with these rules. I/We warrant the submission of my/our original work and there are no disputes regarding the ownership of the submission.

I/We also warrant the submitted material does not defame or invade the rights of any person living or dead and I/we fully indemnify FESTIVAL against any claim made for such violations of law. To the best of my/our knowledge, all of the statements herein are true and correct. I/We understand that failure to adhere to FESTIVAL rules will result in disqualification and forfeiture of entry fee.

I/We agree to hold FESTIVAL and Skyphire Entertainment harmless from and defend them against all claims, demands, losses, damages, judgments, liabilities, and expenses (including attorney's fees) arising out of or in connection with any and all claims of third parties, whether or not groundless, based on any entry submitted to FESTIVAL.

9. If you submit an incomplete paid entry, we will contact you if needed for required changes or additions. Failure to respond to our contact within seven (7) days will constitute a forfeit of your entry fee. Refund requests are only permissible within 24 hours of your entry and will only be granted in special circumstances (to be determined by the host of FESTIVAL).

10. All submitted entries will be acknowledged by an email response.

11. Entry must be received by 11:59pm EDT on June 30th, 2020. FESTIVAL reserves the right to extend any deadline posted on the FESTIVAL website.

12. Timeframes stated on this page are estimates and delays may occur due to unforeseen circumstances. Please note that we will do our very best to adhere to all posted dates and timeframes; however, present conditions being what they are, we ask for your patience should any delays occur.

13. If subsequent to its initial consideration, FESTIVAL determines that an entry no longer meets all of the criteria listed above (extremely rare, as we are very thorough!), the submission may be designated ineligible. In that very rare case, no refund may be possible.

14. All entries to this FESTIVAL grants Skyphire Entertainment the right to reproduce or utilize any portion of your submitted works, your name, and likeness for promotional purposes without compensation. All entrants are responsible for securing clearances or legal permission for the use of any copyrighted musical, cinematic, or literary materials submitted.

15. All rights to the submitted material will remain with the entrant. The contest administrators and operators DO NOT claim any rights to the material submitted to the competition.

16. KEY DATES:

The "early-bird" submission period ends at 11:59pm EDT on May 15th, 2020. The overall submission period begins on April 5th, 2020 and will end on June 30th, 2020. The judging period of all entries will begin immediately at that time, and conclude on or about July 30th, 2020. Finalists in all categories will be announced at that time, with winners being announced on or about August 15th, 2020. A final round of judging to determine the Grand Prize and Runner-up winners will take place, with announcements to follow on our about August 22nd, 2020.

Please note: Dates may be subject to change (see section 9 above).

17. ENTRY MATERIALS:

All entries must be submitted online via the FESTIVAL page. Entrants must complete the online registration form in full to be eligible for the FESTIVAL.

18. ENTRY SUBMISSION FORMATS:

Please make sure that any link to video entries can be played in HD (or similar format). The video player from the link submitted must be able to expand to at least 980 pixels in width.

All other submission formats are listed in the "Categories Explained" section of the FESTIVAL homepage.

19. MULTIPLE ENTRIES:

Each entry must be submitted separately and pay a separate submission fee.

20. SELECTED FILMS:

- All entries that are submitted in complete order and are paid for will become an "Official Selection" of this Festival. For garland purposes, FESTIVAL will be called "The Skyphire Festival". All submissions will receive an email reply confirming their entry.

-- Changes in contact information may be made by contacting us at SkywardPrime@gmail.com.

-- All entrants must be 18 years of age or older. Parents or legal guardians must submit for those eligible to participate in the Actor Monologue categories of "10 and under" and "11 through 17". Entries submitted from those 17 and under will not be considered nor will be refunded.

21. INTELLECTUAL PROPERTY:

The content and design of the FESTIVAL website, including but not limited to the programming, text, images, artwork, photographs, illustrations, graphic material, video, audio, other copyrightable elements and the selection and arrangement thereof, are the property of Skyphire Entertainment and/or its affiliates or assigns and are protected, without limitation, pursuant to U.S. and foreign copyright, trademark and other applicable laws.

The FESTIVAL website and premise is also protected as a collective work or compilation under U.S. copyright and other laws and treaties, and all individual elements making up the FESTIVAL website are also copyrighted works. By using the FESTIVAL website, you agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the FESTIVAL website. You agree not to reproduce, publish, circulate, rent, lease or loan the FESTIVAL website or any of its elements or content to any third party (including, without limitation, display and distribution via a third party website) without the express prior written consent of Skyphire Entertainment.

You agree not to disassemble, decompile, reverse engineer, modify, or create derivative works from the Festival website or its content for any purposes whatsoever. You further agree that you will not use any network monitoring or discovery software to determine the site architecture or extract information about usage or users, nor will you use any robot, spider, other automatic device, or manual process to monitor or copy the FESTIVAL website or its content.

Any unauthorized use of the FESTIVAL website is strictly prohibited and may subject the offender to civil liability and criminal prosecution under applicable federal and state laws.

22. RESTRICTIONS ON USE:

You agree not to use, transfer, distribute, or dispose of any information contained in the FESTIVAL website in any manner that could compete with Skyphire Entertainment.

You agree to protect the proprietary rights of the FESTIVAL and Skyphire Entertainment, and its content during and after the term of this agreement. You also agree to comply with all reasonable written requests made by the FESTIVAL or Skyphire Entertainment to protect their contractual, statutory, and common law rights.

You agree to notify Skyphire Entertainment in writing promptly upon becoming aware of any unauthorized access or use of the FESTIVAL website by any party or of any claim that the FESTIVAL website infringes upon any copyright, trademark or other contractual, statutory or common law rights.

23. INDEMNIFICATION:

You agree to defend, indemnify, and hold harmless Skyphire Entertainment, its affiliates, their respective officers, directors, employees, agents, licensors, representatives, and third party providers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this agreement by you. You agree to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such violation.

24. PRIVACY:

We respect the privacy of our users. We will not disclose any personal information about you or your use of our FESTIVAL website or services except to conform to legal requirements or comply with legal process.

25. ERRORS AND CORRECTIONS:

Skyphire Entertainment does not represent or warrant that the FESTIVAL website will be error-free, free of viruses, or other harmful components, or that the information contained herein will be entirely correct. Skyphire Entertainment may make improvements and/or changes to the FESTIVAL website's features, functionality, and/or content at any time.

26. MODIFICATIONS TO TERMS OF USE:

Skyphire Entertainment may modify these Terms and Conditions of use at any time for any reason in its sole discretion, with notice. Accordingly, please continue to review this agreement whenever accessing or using the FESTIVAL website.

Your continued use of the FESTIVAL website or any service on this website after the posting of modifications to the agreement will constitute your acceptance of the Terms and Conditions of use, as modified.

27. GOVERNING LAW:

This agreement and all matters or issues collateral thereto will be governed by, construed, and enforced in accordance with the Laws of the United States of America applicable to contracts executed and performed entirely therein (without regard to any principles of conflict of laws). You agree that any legal action or proceeding between Skyphire Entertainment and you for any purpose concerning this agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court in North Carolina, in the United States of America.

FESTIVAL, "The FESTIVAL", "The Skyphire Festival" is an online film, actor, and creative festival competition administered and sponsored by Skyphire Entertainment. Selected festival entries will be featured on the FESTIVAL website and Skyphire Entertainment Facebook page for the duration of the Festival. An entry is selected through the successful submission and payment process. Finalists, winners, and the Grand Prize and Runner-up prizes are determined by a panel of judges who evaluate each entry.

Any prizes awarded are not transferable or exchangeable. If a prize is unavailable for any reason, the FESTIVAL may substitute another item of equal value as determined by the Skyphire Entertainment team.

Entering the FESTIVAL does not guarantee that you will win a prize or derive any other benefit. Prizes are awarded at the sole discretion of the panel judges. Those decisions in respect of all aspects of the FESTIVAL are final.

To enter the FESTIVAL, you must fully complete, sign, and submit the online submission form and pay the application fee by the due date stated on the FESTIVAL website. By doing so, you agree with to be bound by these terms and conditions. We are not liable for late, lost, misdirected, incomplete, or incorrectly submitted applications.

You consent to give Skyphire Entertainment unrestricted and irrevocable right to use and publish the submitted creative materials or reproductions or adaptations or modifications thereof in all forms and media including print and internet including social media for marketing, advertising, or any lawful purpose for or related to the FESTIVAL.