



**EVERYONE
MATTERS**

FILM YOUR ISSUE

TERMS OF SERVICES

1. Your Acceptance

BY CLICKING THE "I HAVE READ AND AGREE TO THE TERMS OF USE" BUTTON APPEARING ON THE SUBMISSION PAGE, AND USING AND/OR VISITING THE FYI – FILM YOUR ISSUE WEBSITE (the "WEBSITE"), YOU EXPRESSLY AGREE AND CONSENT TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT (the "AGREEMENT") AND THE TERMS AND CONDITIONS OF FYI – FILM YOUR ISSUE'S PRIVACY POLICY, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE THERETO.

2. User Submissions

FILM YOUR ISSUE encourages members of the public to submit videos that they have produced for the FILM YOUR ISSUE competition, which FILM YOUR ISSUE shall also have the right to use in connection with the website and partner websites, related television programs and wireless and online broadcasts.

FILM YOUR ISSUE does not encourage, and does not seek, videos that result from any activity that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; or (iii) may constitute a crime or tort. You agree that you have not and will not engage in any of the foregoing activities in connection with producing your submission. Without limiting the generality of the foregoing, you agree that you will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, and will not otherwise engage in any activity that may result in injury, death, property damage and/or liability of any kind whatsoever in connection with the video you create and/or submit. FILM YOUR ISSUE will reject any submissions in which FILM YOUR ISSUE believes, in its sole discretion, that any such activities have occurred.

3. License Grants

By sending a video or any other visual, audio or communication content ("User Submission"), you expressly grant FILM YOUR ISSUE a royalty-free, sublicensable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, edit, translate, distribute, perform, display, and make derivative works of such User Submission and the name, voice, and/or likeness of each individual involved in the creation of the User Submission, in front of or behind the camera, as contained in your User Submission, in whole or in part, and in any form, media or technology, whether now known or hereafter developed including without limitation all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe. Any such User Submissions are deemed non-confidential and FILM YOUR ISSUE shall be under no obligation to maintain the confidentiality of any information, in whole or in part, in whatever form, contained in any User Submission.



Notwithstanding the license grants that you must provide FILM YOUR ISSUE, the writer(s) (i.e. composer, songwriter and/or lyricist) and publisher of any musical composition (respectively, "music creators" and "music") included in the User Submission, shall be permitted to retain the right to receive any public performance royalties due him, her, or it by reason of membership in a performing rights society.

4. FILM YOUR ISSUE Proprietary Rights

The contents of the Website, along with any associated software, and all Intellectual Property Rights (as defined below) related thereto, are the exclusive property of FILM YOUR ISSUE as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Website. Use of the content or materials on the Website for any purpose not expressly permitted by this Agreement is strictly prohibited.

For the purposes of this Agreement, Intellectual Property Rights means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefor and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction, relating to the Website, or any contents or materials related thereto.

5. Copyrights, Trademarks and Service Marks of Third Parties

The Website and all materials therein, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos and music (the "Content") are or may be protected under United States and worldwide copyrights or other Intellectual Property Rights which are owned or licensed, in whole or in part, by us. Content may not be manipulated, edited, reproduced, performed, republished, posted, transmitted, sold, transferred or otherwise distributed or exploited in any manner whatsoever from the Website without our prior written consent, which may be withheld in our sole discretion. Any manipulation of the Website or any portion thereof, or use of any of the Content for any other purpose constitutes an infringement of our Intellectual Property Rights, or the Intellectual Property Rights of the respective owners of such Content. Any use of any portion of this Website on any other web site or other networked computer environment is prohibited without our prior written consent, which may be withheld in our sole discretion. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein.

FILM YOUR ISSUE is operating the national competition in good faith, and assumes no responsibility for the content of the User Submissions as far as any copyrighted material that might be contained therein. FILM YOUR ISSUE's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want FILM YOUR ISSUE to delete, edit, or disable the material in question, you must provide FILM YOUR ISSUE with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled; (d) information reasonably sufficient to permit FILM YOUR ISSUE to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.



For this notification to be effective, you must provide it to FILM YOUR ISSUE's designated agent at:

FILM YOUR ISSUE
1920 N. Alexandria Avenue, #3
Los Angeles, CA 90027

6. Representations and Warranties

You shall be solely responsible for your own User Submissions and the consequences of them being posted or published. In connection with User Submissions, you affirm, represent and warrant the following:

You are over the age of 14 and less than 25 at the time of electronic submission of your film entry or entries. You have obtained all consents, and possess all copyright, patent, trademark, trade secret and any other proprietary rights or Intellectual Property Rights, or the necessary licenses thereto, to grant the license in Section 3.

You have the written consent of each and every identifiable natural person in the User Submission to use such person's name or likeness in the manner contemplated by the Website and this Agreement, and each such person has released you from any liability that may arise in relation to such use.

You have read, understood, agree with, and will abide by the terms of this Agreement.

You are not, and have not been, an agent of FILM YOUR ISSUE and were not and are not acting on behalf of, or as a representative of, FILM YOUR ISSUE or any other party in connection with the User Submission.

The User Submission and FILM YOUR ISSUE's use thereof as contemplated by this Agreement, and the FILM YOUR ISSUE's website, will not infringe any rights of any third party, including but not limited to any Intellectual Property Rights, privacy rights and rights of publicity.

You are not, nor is any other person who appears in your User Submission, a current member of the Screen Actors Guild (SAG) or the American Federation of Television and Radio Actors (AFTRA). Authorized approvals must be secured from the professional organizations which represent the talent. Authorization by the talent without written approval by the professional organizations is insufficient protection, and could incur penalties and suspension to the talent from participating organizations.

You have not and will not engage in any of the following in connection with the production of, your appearance in, or contribution(s) to, your User Submission: infliction of injury to any person or animal, humiliation of any person (whether public or private), infliction of emotional distress on any person, assault or battery of any person, damage to any property without permission, entry onto any private or protected property without permission, or any other act or omission that could give rise to civil and/or criminal liability.

The User Submission does not contain: (i) material falsehoods or misrepresentations that could harm FILM YOUR ISSUE or any third party; (iii) content that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing or encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; (iv) advertisements or solicitations of business; or (v) impersonations of third parties, other than those which are readily apparent.



7. Disclaimer

FILM YOUR ISSUE does not endorse any User Submission or the views, opinions, recommendations or advice expressed therein. FILM YOUR ISSUE is not responsible for any User Submission content or the accuracy, usefulness or safety thereof, no matter the source.

8. Contests and Ratings

To be eligible for contests, videos must be uploaded by midnight of May 14, 2018.

Participants may upload multiple entries. No purchase of any kind is necessary to participate. There is no fee to enter the competition. Entries may be uploaded to multiple sites, and participants are encouraged to do so.

Competition winners will be selected at FILM YOUR ISSUE's sole and exclusive discretion, following an initial selection of semi-finalists by the Founder and select members of the ThinkTank of FILM YOUR ISSUE. Winners will include finalists selected by the VIP Jury members, FYI Founder and ThinkTank, as are available to judge the entries.

Submitting an entry from outside the United States must comply not only with rules and regulations of FILM YOUR ISSUE but with applicable laws, rules and regulations of the country of the submitting party.

You must be at least eight (8) years of age to be eligible for any contest, at the submission deadline, and no older than 22. Only User Submissions which are the original work of the participant are eligible, and the participant must have exclusive rights to all intellectual property associated with the video as well as the consent of each natural person that is recognizable in the video.

If you are a person of minor age and you are selected as a semi-finalist, then you will be required to have a parent or legal guardian manually sign a printed copy of the Minor Participant/User Submission Form. Without this eligibility form, you will not be eligible to compete in the finals. .

Upon request, prizewinners agree to submit proof of eligibility, a manually signed version of this Agreement, and/or a Consent and Release Form for each person shown or depicted in the winning User Submission. If you are chosen as the winner of a contest, you hereby consent to the use of your image, voice, likeness and persona without compensation for any and all publicity and advertising purposes, and you hereby release FILM YOUR ISSUE from any and all claims arising from such use. If you fail to provide such information, documentation or consent, FILM YOUR ISSUE reserves the right to deny you any prize winnings and award them to another participant.

Any contest is void where prohibited by law and is subject to all applicable federal, state and local rules and regulations. Prize winners are responsible for all taxes associated with contest prizes. A list of winners may be obtained after each contest ending date by written request. Competitions are offered, if ever, at the sole discretion of FILM YOUR ISSUE, during the periods posted on the Website and under the terms and conditions of this Agreement and any additional rules and guidelines that may be published from time to time under the Contest Rules posted on the Website. Terms and deadlines are subject to change without notice, and participants are required to check published rules and guidelines for changes on a regular basis.

If at any time FILM YOUR ISSUE is unable to operate any competition as planned (for example, due to financial or administrative difficulties, fraud or technical failure such as a computer virus/bug or other form of unauthorized intervention that corrupts the administration, security, fairness, integrity or proper conduct of any contest), FILM YOUR ISSUE reserves the right, in its sole discretion, to suspend, modify or terminate such competition. In the event of any such termination prior to the end of the contest term, notice of such termination will be posted on the Website.

FILM YOUR ISSUE assumes no responsibility for lost, late, incomplete, misdirected, illegible or postage-due contest submissions.



9. Third-Party Websites

The Website may contain links to third party websites that are not owned or controlled by FILM YOUR ISSUE has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party websites. In addition, FILM YOUR ISSUE will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve FILM YOUR ISSUE from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware of when you leave the Website, and to read the terms and conditions and privacy policy of any third-party website that you visit.

10. Indemnity

You agree to defend, indemnify and hold harmless FILM YOUR ISSUE and its parent, subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, consultants, advisors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your use of and access to the Website, including any data or work transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States, or any other country, applicable to the creation and exploitation of your User Submission(s); (v) any claims or damages that arise as a result of any User Submission that you provide to FILM YOUR ISSUE; or (vi) any other third party's access and use of the Website with your unique username, password or other appropriate security code.

11. No Warranty

THE WEBSITE AND THE FILM YOUR ISSUE SERVICE AND ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE ("MATERIALS") ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE WEBSITE OR THE MATERIALS IS AT YOUR OWN RISK. THE WEBSITE AND THE MATERIALS ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FILM YOUR ISSUE, ITS SUBSIDIARIES AND ITS LICENSORS, DO NOT WARRANT THAT THE MATERIALS ARE ACCURATE, RELIABLE OR CORRECT; THAT THE WEBSITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE WEBSITE OR THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE ARE DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

FILM YOUR ISSUE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE FILM YOUR ISSUE WEBSITE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND FYI – FILM YOUR ISSUE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FYI – FILM YOUR ISSUE OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

12. Limitation of Liability



IN NO EVENT SHALL FILM YOUR ISSUE, ITS AFFILIATES, DIRECTORS, EMPLOYEES, CONSULTANTS, ADVISORS OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS WEBSITE, INCLUDING UNAUTHORIZED ACCESS TO OR ALTERATIONS TO YOUR TRANSMISSIONS OF DATA, OR THAT RESULT FROM ERRORS IN THE ADMINISTRATION OF ANY CONTEST, PROCESSING OF CONTEST SUBMISSIONS OR AWARDED OF ANY PRIZE. UNDER NO CIRCUMSTANCES WILL FILM YOUR ISSUE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE WEBSITE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. YOU SPECIFICALLY ACKNOWLEDGE THAT FILM YOUR ISSUE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF FILM YOUR ISSUE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

13. Sole Remedy

IN ANY EVENT, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY LIABILITY RELATING TO OR ARISING OUT OF THE WEBSITE OR THIS AGREEMENT, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICE AND TERMINATE THIS AGREEMENT AND TO RECEIVE A REFUND UP TO THE AMOUNT YOU PAID TO FILM YOUR ISSUE DURING THE THIRTY (30) DAYS PRIOR TO SUCH TERMINATION.

14. Survival

The provisions of Sections 7, 10, 11, 12, 13, 14 and 15 shall survive any termination or expiration of this Agreement.

15. General

You agree that: (i) the Website shall be deemed solely based in California; and (ii) the Website shall be deemed a passive website that does not give rise to personal jurisdiction over FILM YOUR ISSUE, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and FILM YOUR ISSUE that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in Orange County, California. This Agreement, and any other legal notices published by FILM YOUR ISSUE on the Website, shall constitute the entire agreement between you and FILM YOUR ISSUE concerning the Website. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and FILM YOUR ISSUE's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. FILM YOUR ISSUE reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review the Agreement on a regular basis for any changes. Your use of the Website following any amendment of this Agreement will signify your assent to and acceptance of its revised terms.

By accessing the Website and/or by clicking the I HAVE READ AND AGREE TO THE TERMS OF USE button, you represent that you have read this Agreement in its entirety, understand its terms and conditions, are duly authorized to execute this Agreement on behalf of yourself, and you agree to be bound by the terms and conditions of this Agreement.

