

SEAVUE THEATRE'S 5 MINUTES AND UNDER FILM FESTIVAL TERMS & CONDITIONS

1. The SeaVue Theatre's 5 Minutes and Under Film Festival is an ongoing film festival competition administered and sponsored by SeaVue Films, LLC. Selected festival entries will be featured at the SeaVue Theater for the duration of the festival. The SeaVue Theatre's 5 Minutes and Under Film Festival is featured on streaming video applications including but not limited to Amazon Fire TV, Apple TV, Roku, and Google Chromecast. A film is selected through the submission process, by a panel of judges who evaluate the submission via online secure online screeners. Prizes are awarded for the film/video once a month.
2. The judges will award prizes (as set out in the Materials). The prizes are not transferable or exchangeable. If a prize is unavailable for any reason, the SeaVue Theatre's 5 Minutes and Under Film Festival may substitute another item of equal value as determined by the festival management team.
3. Entering the SeaVue Theatre's 5 Minutes and Under Film Festival does not guarantee that you will win a prize or derive any other benefit. The prizes are awarded at the sole discretion of the panel judges. We are not responsible in any way for the decisions, actions, or conduct of judges. Our decisions (and those of the judges) in respect of all aspects of the SeaVue Theatre's 5 Minutes and Under Film Festival are final.
4. Individuals may enter the Competition. To enter the SeaVue Theatre's 5 Minutes and Under Film Festival, you must pay the application fee. By doing so, you agree with to be bound by these terms and conditions. If you are under 18 years of age, you must have your parent or guardian submit and sign the application form on your behalf. We are not liable for late, lost, misdirected, incomplete or incorrectly submitted applications.
5. By submitting an application, you:
 - (a) agree to make your film submission available to the SeaVue Theatre's 5 Minutes and Under Film Festival in the requested format and by the deadlines documented in the online submission materials as notified by festival management; and
 - (b) agree to authorize the SeaVue Theatre's 5 Minutes and Under Film Festival to host your content if selected for the festival for access by SeaVue Films users on its supported streaming application platforms for 90 days in conjunction with the SeaVue Films Short Film Festival.
 - (b) agree that your content will be accessible and viewable by SeaVue Films's streaming application users only for a ninety-day period and will be accessible via supported streaming devices using secure authentication credentials issued by the SeaVue Films stream device application.
 - (b) agree that the scope of availability of the selected submitted content on the SeaVue Films Platform is at the sole discretion of the SeaVue Films, LLC with respect to platform channel, region of distribution, content delivery networks, device-specific platform applications, application versions, or specific streaming hardware devices the application platform supports within the period of film festival.

(c) agree that all digital content submissions and related backup copies of any media featured under this agreement will be distributed under the platform brand and trademark known as

“SeaVue Films” and will be physically removed from all storage media in its entirety upon completion of the period of the festival.

(c) agree that if your film is selected for inclusion in the festival, you have the option to submit your film for a distribution agreement on SeaVue Films but are not guaranteed distribution on the platform.

(d) agree that if your submitted film is selected for inclusion in the festival, its use on the platform is royalty-free within the terms and conditions of this agreement. Copyright owners shall not be entitled to monetary consideration in whole or in part for the use of the film on the SeaVue Films Platform in conjunction with the SeaVue Theatre’s 5 Minutes and Under Film Festival within the terms and conditions of this agreement.

(e) warrant that you have the clear authority to enter this agreement and further represent and warrant that you own all clear right, title, and interest in your submitted film in connection with its use on the SeaVue Films Digital Distribution Platform and that by submitting this film for festival consideration and potential access on the platform, there is no infringement of any third-party rights.

(f) agree that the application fee is not refundable for any reason.

6. The SeaVue Theatre’s 5 Minutes and Under Film Festival may, at our sole discretion, refuse or exclude your application, at any time before the running of the Competition. If we do that, we will refund your application fee.

7. You must meet your own costs of preparing and featuring your submission.

8. If any aspect of the SeaVue Theatre’s 5 Minutes and Under Film Festival is not capable of running as planned because of any cause beyond our control, we may in our sole discretion cancel, terminate, modify, or suspend the competition.

9. We may disqualify you from the SeaVue Theatre’s 5 Minutes and Under Film Festival if you:

(a) breach these terms and conditions,

(b) breach any applicable law; or

(c) are party to any act or thing act or thing prejudicial to our goodwill, commercial reputation or overall public image.

Release and waiver

10. We may require that you provide us with photographs or video or allow us to photograph or video you (the Media Materials), free of charge, to prepare promotional or other material for the purpose of or related to SeaVue Films Short Film Festival, you agree that copyright in the Media Materials is the property of the SeaVue Films Short Film Festival.

11. You give us unrestricted and irrevocable right to use and publish the Media 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 SeaVue Films Short Film Festival.

12. You release us from any and all claims, actions, demands, suits, liabilities, damages, expenses and obligations of any kind arising from or related to our use of the Media Materials.

Limitation of liability and indemnity

13. Without excluding, restricting, or modifying the rights and remedies to which you may be entitled under law, or our liabilities under those provisions:

(a) we are not liable to you for any cost incurred or loss or liability you suffer in any way in relation to SeaVue Films Short Film Festival.

(b) you acknowledge that the details of SeaVue Theatre's 5 Minutes and Under Film Festival are set out in the online submission materials and are subject to change at the sole discretion of the SeaVue Theatre's 5 Minutes and Under Film Festival with or without notice to you and that we do not make any warranty or representation as to: (i) the suitability of the Competition to your circumstances; (ii) the suitability of judges; (iii) your prospects of winning a prize; (iv) the effect of the Competition on your film; or (v) any other thing related to the SeaVue Films Short Film Festival.

(c) we exclude all other implied terms and warranties, whether statutory or otherwise, relating to SeaVue Theatre's 5 Minutes and Under Film Festival and the subject matter of our agreement with you.

(d) we will not be liable to you for indirect and / or consequential loss arising from or connected to our agreement with you in contract, tort, under any statute or otherwise (including, without limitation, for loss of revenue, loss of profits, failure to realize expected profits or savings, loss of intellectual property, breach of confidence or any other commercial or economic loss of any kind) unless such loss arises as a result of our own willful misconduct.

(e) our liability to you for loss or damage of any kind arising out of our agreement with you or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.

(f) our liability to you is limited in all cases to the amount of the application fee you have paid.

14. You indemnify us in relation to any loss caused by:

(a) a breach by you of this agreement and these terms and conditions; or

(b) any action by a third party against you or us in relation to your use of copyrighted material in relation to the SeaVue Films Short Film Festival.

General

15. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

16. You acknowledge that you have not relied on any warranty or representation other than those found in the Materials.

17. If any part of these terms and conditions is invalid or unenforceable, this agreement does not include it. The remainder of the terms and conditions continue in full force.

Privacy notice

So, you can participate in the Competition (and we can administer it), we may collect certain personal information about you through the application form, these terms and conditions, or our contractors or agents. Without this information, we will not be able to process your application and you will not be able to participate in the Competition. We will manage your personal information in accordance with SeaVue Films Privacy Policy ([SeaVue Films.com/privacy](http://SeaVueFilms.com/privacy)). This sets out how you may access and correct your personal information or make a complaint.