

The 2011 WHERE I'M FROM SHORT FILM CONTEST

Rules and Regulations

Emmis Publishing, L.P. (d/b/a *Texas Monthly*) ("Sponsor") will give entrants a chance to win the 2011 Where I'm From Short Film Contest ("Contest"). Sponsor has partnered with Austin Film Festival ("Partner") to administer submissions and judging of the Contest and Partner will produce and host a screening of the winning films. This Contest is governed by these official rules. Any individual who enters, attempts to enter or in any way participates or attempts to participate in the Contest ("Participant") agrees to be bound by the terms and conditions provided in these Rules, as well as by all interpretations of these Rules by Sponsor and by all other decisions of Emmis Publishing, L.P. (d/b/a *Texas Monthly*) which are final and binding in all matters relating to the Contest.

HOW TO ENTER:

- No purchase is necessary to enter or win.
- The Contest is open to any legal U.S. resident.
- Participants under the age of 18 must submit the Minor Release Form (www.texasmonthly.com/2011filmcontest) with their film.
- Films must be submitted on encoded DVDs and be available for screening in a digital file format. Please label DVD with Film Title.
- All films must be submitted with a paper application.
- No online entries will be accepted.
- Submissions must include a signed copy of these Official Rules and Regulations. Each filmmaker chosen as a finalist receives two film screenings, October 20-27; three complimentary tickets to each of the film's screenings, and two complimentary Producers Passes to the 2011 Austin Film Festival, October 20-27. Additional prizes will be announced.
- Films may be narratives or documentaries no longer than 10 minutes in length that depicts where you're from in Texas.
- DVDs will not be returned under any circumstances.
- Films must have been completed after January 1, 2010 and must be available for screening during the Austin Film Festival, October 20-27, 2011.
- Films produced, financed or initiated by a major film studio or television network are ineligible for competition.
- Films must be original content. Any copyrighted material must include permission from the copyright holder.
- Submission to the 2011 Where I'm From Short Film Contest should NOT be considered a submission to any other 2011 Austin Film Festival Film Contest.
- Submissions must be postmarked no later than June 1, 2011.
- Please send signed forms and DVD to: 2011Where I'm From Short Film Contest, c/o Austin Film Festival, 1801 Salina Street, Austin, TX 78702.

With respect to the submissions in this Contest, Participant warrants to Sponsor (a) originality, authorship and ownership of the film(s), or that you have the right, license or

permission to authorize publication or reproduction of the film(s), and (b) that use, reproduction or publication of the film(s) will not infringe upon any copyright, right of privacy or publicity or other right.

A total of one grand prize winner and two runners-up will be selected. All winners will be announced during the 18th Austin Film Festival, October 20-27, 2011, and on the *Texas Monthly* website, www.texasmonthly.com/2011filmcontest.

Contest entries will not be returned. All films chosen as semi-finalists and finalists may be used by Sponsor and/or Partner for any purpose whatsoever related to the Contest, without compensation to the participant or any other individual or entity. Additional screenings may take place after the Austin Film Festival.

APPLICABLE LAW (VOID WHERE PROHIBITED):

The Contest is subject to and governed by applicable federal, state and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

DISCLAIMER OF RESPONSIBILITY FOR ENTRIES:

Sponsor and/or Partner is not responsible for problems with Contest entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of Sponsor and/or Partner.

FALSE, FRAUDULENT OR DECEPTIVE ENTRIES OR ACTS: Participants who, in the view of the Sponsor and/or Partner, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified.

CONTEST ENTITY AND IMMEDIATE FAMILY MEMBERS:

The officers, directors, employees, contractors, and agents of the Sponsor or Partner and any other entity involved in the sponsorship, development, production, implementation and distribution of any Contest as well as their respective parents, affiliates, divisions, subsidiaries and successor companies (collectively the "Contest Entities"), and their immediate family members (and those living in the same household, whether or not related), are eligible but prohibited from winning any Contest prizes. "Immediate family members" shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

EMPLOYER RESTRICTIONS:

Participant is solely responsible for reviewing and understanding Participant's employer's policies regarding Participant's eligibility to participate in the Contest. Participant may be disqualified from entering into this Contest or receiving prizes if Participant is participating in this Contest in violation of their employer's policies.

PARTICIPATION PROBLEM DISCLAIMER:

Even if alleged to be caused by the sole or partial negligence of the Sponsor and/or the Partner, Sponsor and/or Partner are not responsible for any problems which affect or result from participation or attempted participation in the Contest. This includes but is not limited to the following problems:

- *Incorrect, incomplete or inaccurate entry information;
- *Human errors;
- *Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
- *Identity theft;
- *Tampering, destruction or unauthorized access to, or alteration of, entries or computer data;
- *Network hackers or other unauthorized access to Sponsor's computer network;
- *Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks;
- *Printing errors;
- *Equipment malfunctions; and
- *Late entries.

ODDS OF WINNING:

The odds of winning will depend on the number of eligible entries received.

CONTEST CANCELLATION, SUSPENSION OR MODIFICATION: Sponsor reserves the right to cancel, terminate, modify or suspend the Contest if the Contest is not capable of being completed as planned for any reason. This includes, but is not limited to, infection by computer virus, "bugs," tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of any such Contest. The decision of the Sponsor to cancel, terminate, modify or suspend any Contest shall be final in all respects.

PRIZE FORFEITURE:

Where the winner is found to be ineligible or to have violated any Rules, or if Sponsor is unable to contact a winner within twenty-four (24) hours after selection for any reason, the prize may be forfeited. Any such forfeiture decision will be made solely by the Sponsor.

Sponsor reserves the right, in its sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes.

WARRANTIES AND REPRESENTATIONS:

By entering and participating in the Contest, and in consideration thereof, each Participant individually warrants and represents to Sponsor that they: (i) meet the residency and age requirements at the time of entry; (ii) will be bound by these Rules and by all applicable laws and regulations, and the decisions of the Sponsors; and (iii) waive any rights to claim ambiguity with respect to these Rules.

RELEASE OF LIABILITY AND INDEMNIFICATION:

As consideration for entering the Contest, each Participant agrees to RELEASE, DISCHARGE AND COVENANT NOT TO SUE Sponsor and/or Partner (as described above) and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, editors, publishers, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the Released Parties), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract

actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest, including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

Additionally, as consideration for entering the Contest, each Participant agrees to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

PUBLICITY RELEASE:

Unless prohibited by applicable law, each Participant authorizes and irrevocably grants to the Sponsor and the other Released Parties (as defined above) permission to, from time to time, reference and discuss Participant and their participation on their website in photographs, digital images, as well as in publications, newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose the Sponsor and/or the Released Parties deem proper. Such reference and discussion may involve Participant's name, and other personal/biographical material.

DISQUALIFICATION:

Each participant agrees to be bound by these Rules. Non-compliance with any of these Rules will result in disqualification and all privileges as a Participant will be immediately terminated. Sponsor, in their sole discretion, further reserves the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

RULES CHANGES AND INTERPRETATIONS:

Sponsor reserves the right in their sole discretion to supplement or make changes to these Rules at any time without notice.

GOVERNING LAW AND JURISDICTION:

This Contest shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflict of laws principles. Any disputes related to this Contest must be brought in a federal or state court located in Travis County, Texas. By entering the Contest, each Participant hereby submits to the jurisdiction of the federal and state courts located in Travis County, Texas, and waives the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. Under no circumstances shall any Participant be entitled to injunctive relief or equitable relief of any kind, or to restrain the continuation of the Contest in any manner.

GENERAL RULES/LIST OF WINNERS:

Copies of these Rules and a list of Contest winners may be obtained by sending a self-addressed stamped envelope to 2011 Where I'm From Short Film Contest, c/o Austin Film Festival, 1801 Salina St., Austin, Texas 78702.

Signed: _____

Name: _____

Address: _____

City/State/Zip: _____

Date: _____

