

Terms **zeitimpuls** shortfilm

zeitimpuls shortfilm contest & festival (hereinafter **zeitimpuls**) is organised by all inclusive – Verein zur Förderung komplementärer Diversitätsstrukturen (hereinafter the 'organiser').

1. ENTRY CONDITIONS

Registration for **zeitimpuls** implies unreserved express acceptance of these terms and conditions and all their provisions.

- a. The entrant or the contact person must be a natural person of legal age.
- b. All types of short films are admitted to the contest. Documentary films, cartoons, animated films, home movies, professional film productions and mobile films, everything is permitted.
- c. The entrant or the contact person must have all copyrights of the contribution.
- d. The entrant must complete and submit to **zeitimpuls** the online registration form available on the organiser's website www.zeitimpuls.at within the entry deadline announced by the organiser.
- e. All fields of the registration form must be completed for the registration to be accepted. The entrant has to send the contribution via a file hosting service to upload@zeitimpuls.at. The entrant can send one or more Video(s) by completing only one registration form. Each video will be regarded as one entry.
- f. Any entrant having sent a video to the organiser and who is not the creator will have their entry declared null and void.
- g. On actual receipt of the video the organiser will send the entrant an email confirming the receipt of their video and validating their registration for preselection.
- h. Entrants give consent to the organiser to make any checks regarding their identity and details if needed.
- i. Any incorrect registration, violating public policy or moral standards, or validated after the pronounced deadline, will not be considered and any incorrect or incomplete identity will lead to the immediate elimination of the entrant.
- j. Any entry in breach of this clause will be regarded as null and void.
- k. More specifically, any fraud, or attempted fraud, any breach of these terms and conditions, or any malicious intention to disrupt the running of **zeitimpuls** may lead to the person responsible being disqualified, with the organiser reserving the right to bring legal proceedings against them.

2. SELECTING AND DETERMINING WINNERS

The organiser will initially make an official selection (hereinafter 'the Official Selection') from all the films submitted by entrants and validated by the organiser.

JURY SELECTION

The jury will identify a number of winners from the Official Selection made by the organiser.

These winners will be presented with the following awards (hereinafter referred to collectively as 'the Jury Awards'):

This list of the price categories is not restrictive and may therefore be subject to change at any moment by the organiser without it being held liable.

The various Jury Awards are based on the Jury's own evaluation and in no way entitle winners or entrants to any form of objection or claim.

The winners of the Jury Awards will be announced during the **zeitimpuls** shortfilm festival.

After the festival the Official Selection will be posted to the organiser's website as well as to Facebook, YouTube and all video platforms dedicated in particular to **zeitimpuls**, or any other website dedicated in particular to **zeitimpuls** and its media partners.

3. RIGHTS OF USE

The entrants assign to the organiser at no charge the non-exclusive worldwide right to publish their identity, their photograph on any media and by any identified/unidentified method on this day (in particular social networks, internet and intranet sites, press and television) as part of **zeitimpuls**, without any restriction on the number of reproductions and/or broadcasts.

The entrant warrants the organiser that it is not bound by contract with regard to the use and/or exploitation of its image. As a result it holds the organiser harmless from any remedy and/or action that may be sought by natural persons or legal entities claiming any rights to use/exploit its image and who would be likely to object to its reproduction and/or broadcast.

The entrants also assign at no charge the non-exclusive right to the organiser to reproduce and represent, have reproduced and represented, and broadcast and have broadcast their Videos, in their entirety or as extracts, associated or not with other audiovisual programs, for institutional, promotional or commercial purposes.

In view of the above, each entrant expressly states having acknowledged and accepted that his/her Video(s), within the framework of exploitation set out in this clause, may be combined with one or more videos by other entrants without condition or reserve.

In order to broadcast as set out above, the organiser may reproduce the videos by using extracts and adapting them exclusively for reasons of ergonomic, technical and graphical restraints of the receiving terminals and means of transmission.

As the aforementioned assignments are non-exclusive, the entrants undertake not to assign these rights exclusively to third parties for the duration and territory stated above.

4. GENERAL TERMS

The winners will be notified promptly by email to the email address or phone by the number provided in the registration form and will have 3 (three) days to confirm acceptance of their award.

A winner who does not respond within the aforementioned deadline of 3 (three) days of being contacted will be deemed to have forfeited their award. In this event the organiser may nominate a replacement winner.

The winner will also forfeit any right to the award where information they provided as part of the entry does not meet the conditions of entry under these terms and conditions. In this event, the grant will be retained by the organiser who reserves the right to reallocate the prize.

Furthermore, the organiser may not be held responsible if the winners' email address entered in the registration form is not valid, does not work or said winners' inboxes are full and prevent the receipt of the email informing them that they have won one of the awards set out above.

The awards offered do not entitle the winners to any form of objection or claim.

Prior to the awards being issued, the winners must meet the conditions set out in these terms and conditions and prove their identity.

5. RIGHT TO EXTENSION, AMENDMENT OR CANCELLATION

The organiser reserves the right to curtail, extend, amend or cancel the contest or the festival if circumstances so require or in the event of force majeure. It may not be held liable as a result of this.

Addenda to these terms and conditions may be published throughout **zeitimpuls**. They will be regarded as appendices to these terms and conditions accepted by the entrant on registering.

6. DATA PROTECTION

Subject to the provisions above and unless otherwise expressly requested by the entrants, the organiser will be the sole recipient of personal data provided by the entrants in the registration form. For more information please read our [Data Protection Terms](#).

The entrants will enjoy a right to access and amend data regarding them by writing to the email address (office@zeitimpuls.at) or the following postal address:

Verein all inclusive, Lerchenfelder Straße 131-133/6, 1070 Wien, Austria

7. INTELLECTUAL PROPERTY RIGHTS, IMAGE RIGHTS AND RIGHT TO PRIVATE LIFE

Every entrant states that they are the lawful owner of all rights to reproduce, represent and broadcast their video without conditions or reservations and warrant that they have obtained all consent required to broadcast as set out above. In this respect the organiser points out that the use, even partial, of pre-existing musical pieces and other works in a video requires the consent of those holding the rights to them.

Every entrant undertakes not to copy, even in part, an existing design and not to use any distinctive sign (in particular brand, drawing or design, etc.) and to comply with the law with regard to copyright.

Every entrant has sole personal responsibility for all agreements required to produce and submit their video(s) and guarantees having obtained all consent from any natural person/legal entity having participated directly or indirectly in producing, directing, promoting and/or exploiting their video (and in particular its creators, directors, actors, co-producers, composers, musicians, editors, engineers and/or partners and/or rights holders).

In this respect every entrant holds the organiser harmless for any claim or action and/or payment that could be made/claimed for any reason by the rights holders as well as any natural person/legal entity who did not take part in producing the video but who would be deemed to have any rights whatsoever (in particular personality rights, brand rights, logos, signs, etc.) to be asserted with regard to the production and exploitation of the video.

Entrants undertake not to breach the provisions regarding image rights and rights to private life, and, more generally, any statutory or regulatory provisions in force.

The entrants must therefore personally ensure the agreement of the individual(s) filmed, or of their parents or legal guardians if a minor is involved, with regard to the uploading of the video in which the individual(s) appear(s), as well as acceptance of the provisions of these terms and conditions.

As a consequence of the provisions set out above the entrant guarantees it is the valid holder of the rights, as well as all consent required for the aforementioned exploitations. It therefore holds the organiser harmless against any claim or action by third parties regarding the broadcast video.

The organiser could therefore not be held liable in the event of a claim made by a third party and the entrant undertakes to cover all losses that may be incurred by the organiser for the use, in any form whatsoever, of the video transmitted as part of **zeitimpuls** as its own creation.

Notwithstanding the above, every entrant expressly guarantees to the organiser the free and peaceful exercise of the assigned rights, and in particular:

that they have full powers and capacity to grant the rights assigned hereunder and that these rights are not and will not be exclusively mortgaged, provided as guarantee, charged with any easement, or allocated in favour of any third party;

that it will not include in the Video any reproduction or resemblance likely to breach the rights of third parties and give rise to complaints for plagiarism and/or piracy;

that to its knowledge no dispute or legal action is under way, or about to be brought, with regard to the rights assigned to the organiser by virtue of these terms and conditions.

The entrants are personally liable to both third parties and the organiser for breaching the above provisions and hold the organiser harmless from any disputes, claims or actions that may result from this breach. The entrants shall personally see to and accept any payments that could be owed or claimed against the organiser in this respect.

8. RESPONSIBILITY

The organiser may not be held liable due to a delay and/or error in routing mail or consignments, their misplacement during sending.

The organiser accepts no liability in the event of claim or objection regarding in particular the conformity and/or quality of the consignments won.

The organiser could not be held liable whatsoever in the event of incident or accident arising from the use and/or enjoyment of consignments won.

The organiser is in no way liable due in particular to a case of force majeure or an event beyond its control such as: a failure, interruption or slowdown of the postal services, methods of transport or telecommunication network.

In the same way, the organiser would not be held liable under any circumstances, where this list is not exhaustive:

For the content of videos sent by entrants and viewed on the site;

For the sending and/or receipt of any data/information via the internet;

For any failure of the internet network preventing the proper development/operation of **zeitimpuls**;

For the failure of any receiving hardware or communication lines;

For the loss of any item of mail or email and, more generally, the loss of any data;

For the consequences of any virus, any IT bug, anomaly, or technical fault;

For any damage caused to entrant's computer;

For any technical, hardware or software failure of any nature having prevented or limited the possibility of participating or having caused damage to the entrant's system.

In general terms, the organiser could not be held liable if **zeitimpuls** needed to be postponed, amended or cancelled due to force majeure or unforeseen events.

In accordance with the provisions above, the organiser may under no circumstances be held liable for any breaches by the videos of third-party rights.

9. DISPUTES

These terms and conditions are subject to Austrian Law.

In the event of problems with interpreting the terms and conditions or in the event of a dispute, sole jurisdiction will lie with the Austrian courts of Vienna.