

# The Short Film Show, The Short Film Channel & APP

(The Terms and Conditions for Uploaded Content (“Terms”))

## 1. Registration and Acceptance of Terms

Please carefully read these Terms which specifically relate to the members’ area of [www.theshortfilmshow.com](http://www.theshortfilmshow.com) (this “website”) & The Short Film Show Limited (“we” “us” or “our”) making available to you a means to upload video content in accordance with these Terms.

These Terms become binding upon an individual registering on the website (“you” or “your”) once you click to accept these Terms (“Acceptance Date”).

You will need to accept these Terms and pay the Fee (as defined below) if you wish to upload visual and audio visual submissions (“Content”). You have a 14-day period after the date upon which you upload each item of Content in which you can contact us to withdraw that Content.

Click [here](#) to sign up for an account, by clicking ‘ACCEPT’ you agree to be bound by these Terms.

## 2. Eligibility

In order to register for an account, you must be over 18 years old. If you are under the age of 18 you must ask a parent or guardian to create an account on your behalf who will then need to upload Content on your behalf. You can upload an unlimited amount of Content once you have registered an account.

## 3. Content Submission

We produce a television show (the “Programme”) which is a way to connect short film makers with TV audiences around the world. We also package Content for a television channel (the “Channel”) which showcases short films within a playlist. We rent air time alongside other programming. We are developing an APP which contains Content.

We accept Content from novices to prize winning directors (subject to these Terms), with a view to showing them as part of, and presenting, a Programme that audiences of all ages can connect to.

If you decide to upload Content to us, it will be considered by us in our sole discretion for inclusion in the Programme or in any other media format owned or operated by us, including “The Short Film Show” “The Short Film Channel” and the “APP”, websites “www.theshortfilmshow.com” and “www.theshortfilmchannel.com”, and any advertising in relation to them. Not all Content that gets submitted to us will get selected for the Programme or to be shown on a Channel or APP, but all Content that gets submitted will be saved by us for use at our sole discretion.

Once you have submitted Content for us to consider, you will receive an automated email confirming your Content has been uploaded. All Content is reviewed by us to assess its suitability for broadcast and you will be contacted by us if your Content has been successful in making it into the Programme, Channel or onto the App.

We shall not be obliged to use the Content. Notwithstanding that, the grant of rights set out in these Terms shall remain valid and binding in consideration of the opportunity provided to you.

We reserve the right to accept Content from third parties (including but not limited to, film festivals, broadcasters, public organisations, sponsors, schools, colleges and universities) for use within the Programme and/or Channel.

#### **4. Technical Requirements**

Currently we can only accept Content up to 45 minutes in length. All video files must be at least HD 720p and preferably with 5.1 audio. The best files for us are .MP4 or .MOV H.264 or ProRes 422. Important – file sizes should be UNDER 10GB. If your Content is not in English it needs to have English subtitles. We provide no warranty regarding uninterrupted use of the website and APP and provide no warranty that the upload service will be available at all times. We reserve the right to reject or refuse Content for any reason.

#### **5. Intellectual property rights - Content**

5.1 In order that we can confidently use the Content you upload, you must ensure that you are the owner of the Content and have obtained any permission to use any music, actors, artwork or any other material which is contained within your uploaded Content.

5.2 Accordingly, you warrant and undertake to us that:

(a) you are the full and legal owner of all rights (including, without limitation, any and all intellectual property rights) in and to the Content;

(b) you have the full right to enter into these Terms and grant the rights (including, without limitation, any and all intellectual property rights) in and to the Content;

(c) you have obtained all required clearances necessary in order for us to exercise the rights granted by you and you confirm and warrant that we will not be required to obtain any other or separate rights, clearances or license, nor shall we be required to make any payments to any parties in order to exercise the rights granted by you herein;

(d) all individuals featured in the Content have provided full consent to their inclusion in the Content and you have obtained all required consents, from any individuals, groups, parties or locations, so that you are able to grant the rights granted herein. You agree that you shall procure, execute and provide any such additional documents (required by us, in our sole discretion) and perform such acts as may reasonably be required to give full effect to these Terms;

(e) nothing in the Content, nor its use or exploitation by us, our permitted licensees and/or any other third party's use of the Content authorised by us, will infringe or violate the rights or interests of any party (including but not limited to, intellectual property rights, rights of privacy, image rights, moral rights or any other statutory, common law or contractual rights of any individual person or entity or any other right of any third party), breach any contract or duty of confidence or constitute a contempt of court;

(f) nothing in the Content, nor its use or exploitation by us, our permitted licensees and/or any other third party's use of the Content as authorised by us, will be defamatory, obscene or otherwise unlawful, or bring us or any third party into disrepute;

(g) there has been no infringement of any third party's intellectual property nor is there likely to be any infringement of any third party's intellectual property as a result of any or all of the Content; and

(h) in respect of Content submitted by you, you will be liable for any claims brought against us by any third party in respect of any infringement of their intellectual property, for passing off or for any other claims arising directly or indirectly from our use of Content in accordance with the rights granted to us in these Terms.

5.3 We operate a strict copyright breach policy and any third party alleging that any Content is in breach of a third party's copyright, should notify us of the alleged breach by using our [Copyright Breach Form](#).

5.4 Where we receive any notification of an alleged breach or infringement of third party copyright, we will investigate the alleged breach and cease using the Content during the investigation. We will notify you and any third party of the outcome of the investigation.

## **6. Intellectual property rights – Rights you licence**

From the Acceptance Date, you irrevocably (except as set out in Condition 1) grant to us a world-wide, non-exclusive, royalty-free, transferable licence to use, reproduce and/or sub-licence the Content, including (but not limited to) to show the Content on the Programme or any other programmes, websites, APPs or channels (including Channels), and for any form of promotion or marketing, on any and all media, whether now known or hereafter invented, anywhere in the world. Whilst we will not edit any Content, we may speed up or cut the credits at the start end of the Content and overlay graphics to identify the film and filmmaker. We may share promotional material containing your Content on our website and social media accounts.

You have not granted, nor shall you grant, to anyone else any right which would prevent or impair in any way your right to licence the rights (including, without limitation, any and all intellectual property rights) to us or which conflict with the rights being granted by you to us.

You understand and agree that the rights granted herein in relation to the Content shall remain in full force and effect regardless of whether the Content is featured on the Programme or Channel or not.

These Terms shall extend to our licensees, sub-licensees, assignees and successors in title.

## **7. Your Responsibilities**

7.1 You undertake to us that:

(a) you have used your reasonable endeavours to ensure that the Content does not contain any viruses or malware; and

(b) you will not upload any Content which contains material which is unlawful for you to possess, or which would be unlawful for us to use on the Programme or Channel.

## **8. Limitation of Liability**

8.1 All warranties, undertakings and conditions implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.

8.2 We shall not be in breach of these Terms or have any liability to you for any delay in performing or failure to perform any of our obligations to the extent that such delay or failure is the result of any act or omission of yours.

8.3 We shall not be liable to you for:

(a) economic loss including without limitation loss of contracts, loss of business, loss of revenue, loss of profits, depletion of goodwill or similar losses, loss of opportunity or anticipated savings; or

(b) loss or corruption of data or information or loss of use; or

(c) any special, indirect or consequential loss or damage of whatsoever nature,

whether such loss or damage arises under contract (including as a result of a fundamental and/or repudiatory breach), statute, tort (including negligence) or otherwise.

8.4 Nothing in these Terms shall be interpreted or construed as excluding or limiting our liability for:

(a) death or personal injury resulting from our negligence; or for

(b) any damage or liability incurred as a result of our fraud or fraudulent misrepresentation.

8.5 The parties expressly agree that the exclusions and limitations of liability contained in this Condition 8 are fair and reasonable.

## **9. Payment**

Before you can submit each Content item, a non-refundable submission fee of Fifteen British Pounds (GBP £15.00 Including VAT) (the “Fee”) will become payable by you. The Fee is payable

for each Content item. The Fee is payable through the website during the submission process by a secure payment gateway. We reserve the right to issue discounts against Fee and/or change the Fee payable in the future at our sole discretion.

## **10. Notices**

Any notice required or permitted to be given by either party to the other under these Terms shall be sent by email. To prove service, it shall be sufficient to show that the email was delivered to the email address of the other party.

## **11. Exclusion of Warranties**

11.1 Nothing in these Terms shall affect your statutory rights as a consumer.

11.2 The website, the Programme and Channel are provided by us 'as is' and we make no warranty or representation to you regarding the availability of the Website or Channel. In particular, we do not warrant to you that:

- (a) your use of our website will meet your requirements, or
- (b) that your use of our website will be uninterrupted, timely, secure or free from error, and
- (c) the Channel will be on air at all times.

## **12. Public Disclosure**

You agree not to make any disclosures or supply any information to any third party relating to any matters arising under these Terms, save with our prior written consent.

You hereby grant us the right to issue publicly details relating to the Content and/or any other information relating to you and/or the Content (including but not limited to your name, photograph(s), likeness or other details about you).

## **13. Data Protection**

Where we receive any personal data (as defined by the Data Protection Act 1998 from time to time) (the "Act") from you, we shall ensure that we fully comply with the provisions and obligations of the Act and only deal with the personal data to fulfil our obligations or to exercise our rights under these Terms. For further details on how we process personal data can be found here <http://theshortfilmshow.com/privacy-policy/>.

## **14. Entire Agreement**

These Terms constitute and set out the entire agreement between the parties at the Acceptance Date relating to the subject matter of these Terms and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.

## **15. Third Party Rights**

A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to rely upon or enforce these Terms.

## **16. Governing law and Jurisdiction**

Any dispute or claim arising out of these Terms or in connection with them or the subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties hereby agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.