



# Terms & Conditions

## General

1. Welcome to the Artlist Creative Fest video contest (hereinafter: "Contest") organized by Artlist Ltd (hereinafter: "Organizer").
2. Participation in the Contest is subject to these Terms and conditions (hereinafter: "Terms"). The Terms constitute a legally binding agreement for all intents and purposes between the participant (hereinafter: "You") and the Organizer.
3. Participation Requirements. In order to participate in the Contest, you will have to:
  - Create a video (hereinafter: "Video") of up to 1 and a half minutes in length around the theme of "What's Your Passion"?
  - Soundtrack your video exclusively with music from Artlist
  - Post your final video to your YouTube, Instagram or TikTok. and use the hashtag #ArtlistCreativeFest and tag @artlist.io in the video's description and caption
  - Submit a link to your video via the submission form on the Contest landing page
  - Bonus points will be awarded if you post a behind-the-scenes video to your social media accounts, including the hashtag #ArtlistCreativeFest and tag @artlist.io in the video's description and caption
4. Free Trial users may use watermarked songs and footage for the participation in the Contest. You must only use SFX and other media to which you are the owner of and/or have the rights in and/or have the relevant license to use. All footage and music/sfx from the Organizer's catalog should be strictly used for purposes of the contest only.
5. You may participate with only one Video. Multiple entries will be disqualified.
6. In order for your video to be eligible for winning, you must also submit it via the form found on the Contest landing page.
7. By registering for the contest and/or submitting a video you approve all these Terms and agree to be bound and comply with all of them
8. Organizer reserves the right to modify or cancel the contest or any of the arrangements, schedules or other items directly or indirectly related to the contest, at any time and for any reason if deemed necessary in its opinion.

## Eligibility

9. On the closing date of video submission, you must be 18 years of age or older.
10. You approve that there is no legal prohibition on your participation in the contest.
11. You must fulfill all the terms and conditions of participation.
12. Employee's of the Organizer and their family members are not eligible to participate.

### Time Table

13. Launch: September 21, 2022  
Deadline for uploads and submissions of video: October 21, 2022 at 11:59PM EDT  
Winners will be announced no later than: November 30, 2022;
14. The Organizer may change any of the dates specified herein upon its sole discretion.
15. Any video uploaded or submitted following the deadline date and time will not be eligible for a prize.
16. Organizer will bear no responsibility in case a video was not received to Organizer for whatever reason.
17. The decision whether a video will participate or not will be made only by the Organizer and shall be final. Without detracting from the above, the Organizer reserves the right to decide whether a video may not participate in the Contest at its sole discretion and for any reason (including for technical, procedural or substantive reason) and may disqualify a video that the Organizer believes might defame any person or entity and/or infringe upon, misappropriate and/or violate the rights of any person or entity or promote of improper objectives (such as promoting violence, hurting the helpless and so on).

### Winner Selection

18. A panel of judges composed by certain Organizer's employees judges from the relevant fields (as appointed by the Organizer at its' sole discretion) will select all the winners at its sole discretion and reserves the right not to select a winner or winners if videos received are judged to be of insufficient quality.
19. The videos will be judged based on originality and creative storytelling and based on the sole discretion of the judges. The judges will analyze the participants' Videos, focusing on the manner that the Technique has been used in the creation of a compelling Loop Video and decide who are the winners of the Contest based mainly on the following criteria:
  - a. Creativity
  - b. Storytelling
  - c. Technical ability
20. Panel's decisions will be final in every situation and you will not have any claim or demand about it.
21. The Organizer will notify the winners about their win through Instagram DMs and by an email to be sent to the email address provided by the winners.
22. It's your responsibility to track the contest results. Organizers shall have no liability for your failure to receive notices due to provision of incorrect or otherwise non-functioning email addresses. If any potential winner cannot be contacted, declines the prize, or fails to claim the prize within 48 hours of being notified that he or she is the winner or publication of contest results, then such potential Winner will forfeit the right to be the Winner, and the Organizer may select a replacement winner from among all remaining eligible participants.

### Taxation

23. All taxes whose application is either directly or indirectly connected to the awarding of any of the

prizes shall be charged to the winners. You understand that you are solely responsible for any and all federal, state and local taxes, fees and assessments of any governmental authority (including, without limitation, customs taxes, if and to the extent applicable) on any prizes that you may be awarded in connection with your participation in the Contest and and/or winning any of the prizes. Winners may be required to sign, at the request of and in the sole discretion of the Organizer, a Release and/or a Prize Acceptance Form in order to receive the Prize.

### **Awards and Prizes**

24. Overall best video - grand prize winner  
\$10,000 USD
25. Honorable mentions:  
Up to 20 Videos will be chosen by the judges to be highlighted for their originality and creative storytelling.  
Those 20 participants will win:  
\$1,000 USD
26. The prizes are non-transferable and provide "as is".

### **Delivery of Prizes**

27. All cash rewards payable under this Terms shall be made in USD, and will be transferred by Organizer to the winners through paypal or payoneer accounts,
28. Winners of cash rewards must provide the Organizer with complete and correct paypal or payoneer account details. The details of the accounts will be provided to the Organizer after the announcement of the winners.
29. Organizer will not bear any responsibility for the provision of incorrect and/or complete account details. Winner who provide incorrect and/or complete account details shall be deemed to forfeit the right to be the Winner, and the Organizer reserves the right to withdraw the prize and may select a replacement winner from among all remaining eligible participants.

### **Warranties and Obligations**

30. By submitting the video to the Organizer and/or uploading it to social media for participation in the contest, you assign and transfer to the Organizer all copyrights in the video as well as all now known or hereafter existing rights of every kind and nature throughout the universe in perpetuity and in all languages, pertaining to the video. Without limiting the foregoing, to the extent any video is not deemed to be exclusively owned by the Organizer, you hereby make a full, irrevocable assignment, in perpetuity, to the Organizer of all such video. If any video is not assignable to the Organizer, you hereby grant to Organizer a perpetual, irrevocable, fully paid-up, royalty-free, fully transferable, sublicensable, exclusive, worldwide right and license, free from any liens or encumbrances, to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of, otherwise enhance or modify, synchronize and otherwise exploit all or any portion of such video.
31. You hereby unconditionally and irrevocably waive the enforcement of "droit moral" rights, "moral rights of authors" or any similar rights with respect to attribution of authorship or integrity relating to the video against Organizer and its exhibitors, broadcasters, publishers, licensees, users and other distributors.

32. In case the video features or promotes an existing brand, you must obtain all written permissions and approvals from the brand owner for using the brand in the video and provide a copy of such permissions to the Organizer.
33. You represent and warrant to the Organizer that: (a) your participation in the Contest and your obligations in accordance with these Terms do not and will not violate, conflict with, or result in a breach under any other agreement to which you are a party or by which you or the video is/are or may become subject or bound; (b) you have all necessary rights to grant the rights and perform your obligation under this Terms without any third party participation or approvals; (c) you will not grant any rights under any future agreement, nor will it permit or suffer any new lien, obligation, or encumbrances that will conflict with the full enjoyment by the Organizer of the rights granted to the Organizer under this Terms; (d) you have and will have all requisite ownership, rights, and licenses to fully perform your obligations under this Terms and to grant to the Organizer all rights with respect to the copyrights, trademark rights and other intellectual property and/or proprietary right of any third party granted under this Terms, free and clear of any and all agreements, liens, adverse claims, encumbrances, and interests of any person or entity; (e) you will not, without the Organizer's prior written consent, incorporate any third party materials into any video, except for shots and music/sfx from <https://artist.io/> and <https://artgrid.io/> only. (f) no part of any video shall or will defame any person or entity and/or infringe upon, misappropriate and/or violate the rights of any person or entity, including, without limitation, any Intellectual Property Right(s), right(s) of privacy and/or right(s) of publicity of any third party; and (g) the video shall comply with the requirements of this Terms;
34. You hereby unconditionally and irrevocably waive any claim or demand for any improper use of the video and/or the manner of presentation of the video, as well as regarding any matter related to the contest, inclusive of, without limitation, its operation, Terms and any other matter related thereto.
35. You shall, indemnify, defend and hold harmless the Organizer and its affiliates, and its and their respective directors, shareholders, officers, agents, employees, licensees, judges of the panel, successors and assigns from and against any and all damages, costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by a third party arising out of, relating to and/or in connection with, directly or indirectly, (a) any breach or alleged breach of any of the representations and/or warranties made by you under this Terms; (b) any breach or alleged breach of this Terms by you;
36. You agree that the Organizer will be entitled to use your name and/or image and/or photos for presentation and promotion of the contest and announcement of the winners, if and to the extent the Organizer may desire, at its exclusive discretion. Your full name and full contact information may be also disclosed in order to comply with law enforcement, court orders or legal process.
37. You understand and agree that you will receive no compensation in connection with your participation in the Contest, the assignment and transfer of all rights in the video and the use of the video and your name and likeness.
38. The laws of the State of Israel will exclusively apply to these Terms and the competent Court in Tel-Aviv – Yaffo only, and no other Court anywhere else, will hold unique and exclusive jurisdiction to hear any matter resulting from these Terms or involved in same (including any issue relating to the contest and/or to the video), whether directly or indirectly.
39. Any notice sent by email to the email provided by you will be considered to have reached its destination and read within 24 hours from its dispatch and will be considered as lawful service for any purpose and intent.