

## **TERMS AND CONDITIONS**

### **1. Decisions and Awards**

(a) All entries for the People's Choice award will be uploaded and shared online; the deadline for submissions will be the 24th of April. Voting for the videos will begin on the from the 12<sup>th</sup> May to the 31<sup>st</sup> May

(b) Mondeas Ltd accepts no responsibility for late, misdirected, lost, undelivered or illegible entries.

(c) Awards will not be transferable but winners may appoint representatives to receive awards on their behalf.

(d) Failure to comply with these Terms and Conditions will result in disqualification and an alternate may be selected at the discretion of the Academy and the Kenya Film Commission Board and Management.

### **2. Mondeas Ltd and Kenya Film Commission's Rights**

(a) You hereby grant the Mondeas Ltd and the Kenya Film Commission the non-exclusive and irrevocable right to broadcast and/or exhibit (and authorize to any third party the broadcast/exhibition of) submitted trailers of the Film and program in all media (including, without limitation, television, video on demand, satellite video on demand, multimedia distribution systems, ADSL, internet and mobile/handheld devices) during the nomination and voting process with the aim of promoting the awards.

(b) All material created by Mondeas and the Kenya Film Commission featuring excerpts of the production is and shall remain the property of Kenya Film Commission.

(c) Mondeas and the Kenya Film Commission shall have the right to copy the Films and programs (or clip(s) of it) and to send such copies to the nominating Academy and to journalists for the purpose of reviewing the Film and of promoting the Competition.

(d) Nominated Films may be screened at selected theatres and/or Broadcast Houses or Digital TV during the public voting period in the month of February. Entering your production in Kalasha therefore is deemed be consent for the carriage of the same.

(e) The right to broadcast the entries for publicity to create awareness of the contents of any entries is hereunder given without prejudice by the appendage of the signature of the authorized official submitting the entry.

### **3. Third Party Copyright**

Please note:

3.1 You warrant and confirm that you own or have obtained all rights and/or releases necessary including without limitation:

(a) All rights, releases and/or copyright clearance in relation to all material included in the production owned or controlled by a third party including music, literary, dramatic and/or artistic works;

(b) Releases for all locations featured in the Film;

(c) Consents from all persons featured in, portrayed or contributing to the filming and production of the project, including the director;

(d) License to use all copyright work used in the production or required for its exploitation, including scripts;

(e) In order to allow the Kenya Film Commission to promote the Competition, the films, or the programs you hereby consent to Kenya Film Commission (and its partners) editing and cutting the production in order to exercise the rights granted to them hereunder and to the use by the Kenya Film Commission any content from the production in conjunction with other content and materials in the exercise of their rights hereunder granted.

### **4. Publicity**

(a) You agree to provide the name and biography of all those involved in the production of the Film or program including actors and directors and grant the Kenya Film Commission the right to use such information in promoting the Film and the Awards.

(b) You agree, and will use reasonable efforts, to procure that other participants in the Film or program agree to take part in reasonable publicity for the Awards as requested by the Kenya Film Commission.

### **5. Third Parties**

(a) You warrant and represent that you have the right to enter into this Agreement and to grant the rights set out herein.

(b) You warrant and represent that nothing in the Film or program is obscene, defamatory, and libelous or breaches Government rules.

### **6. Indemnity**

Corporations, from and against any and all claims, suits, liabilities, judgments and Damages arising out of a breach by you of any of the obligations, representations or Warranties contained in these Terms and Conditions.