

THE ONE FESTIVAL

7304 5th Avenue Brooklyn, NY 11209

OFFICIAL TERMS & CONDITIONS

1. Award Submission Period

The open submission period begins on March 1, 2017 at 12:00 A.M. Eastern Time (“ET”) and will close on January 31, 2018, at 11:59:59 A.M. ET (“Contest Period”). The official clock of the contest is the computer used and identified by The ONE FESTIVAL, henceforth referred as Sponsor.

2. Eligibility

To submit your title(s) for consideration (henceforth, “Entry”) to Sponsor, you must be 18 years of age or older and you must own copyright(s) to the title(s) submitted (“Entrant”). All submitted titles must be in ENGLISH, in pdf format, and properly designated for one of the following specific genres/categories: LONG (a production of 45 to 60 minutes) or; SHORT (a production no less than 1 minute, and no more than 30 minutes in length).

The Sponsor in its sole discretion retains the right to determine if a submitted title qualifies for consideration.

Employees of Sponsor are not eligible for entry. Similarly excluded are members of each of their respective parent and affiliate companies, and any companies involved in the implementation and execution of the ONE FESTIVAL (henceforth, the Festival) and its Award, and each of their respective immediate family members. All federal, state, provincial, territorial, national, and local laws apply.

Participation and entry submission in the Festival constitute Entrant’s full and unconditional agreement to these Official Rules and an agreement to accept the Sponsor’s decisions as final and binding in all matters related to the Festival and Award. **Receiving a prize is contingent upon fulfilling all requirements set forth herein.**

3. How to Enter Your Title(s)

During the Submission Period, Entrants may submit titles without limitation through the following online submission portal:

TheOneFestival.com

and follow the instructions to complete the “Contest Registration Form” (an “Entry”). The Contest Registration Form requires the Entrant to enter his/her name, street address (no P.O. Boxes), city, state, zip code, and email. Alternatively, entrant can submit a physical Entry but it must be postmarked by the date of closing submission, and include a self-address postage paid envelope. Any physical titles left with Sponsor after entry review period that are not accompanied by a self-addressed envelope will be discarded without review or notification.

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4. Entry Guidelines and Restrictions

- The Entry must not contain material(s) that violates or infringes another's rights, including, but not limited to, privacy, publicity, or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- The Entry must not contain copyrights, trademarks, or logos owned by others, or advertise or promote any brand or product of any kind without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- The Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created;
- The Entry must be in English;
- The Entry must be .pdf format.

5. Intellectual Property; Retention of Rights; and General Terms

Entrants are not permitted to make any use of Sponsor's Intellectual Property (IP), production and work product, and presentation of the festival for any purpose whatsoever. In addition, Entrants recognize that all rights, title, and interest (including associated goodwill) in Sponsor's IP shall vest exclusively in and to the Sponsor. Entrants agree that they have not and will not take any action that might harm or adversely affect such rights. Entrants further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that Entrant shall do nothing to contest the validity or enforceability of Sponsor's IP in any forum. Entrants agree that the use of Sponsor's IP is permitted only for the purpose of entering this Contest, and that any use of Sponsor's IP (whether in the Entry or otherwise) beyond this scope infringes upon the rights of Sponsor and will result in irreparable harm to Sponsor.

Each Entrant retains ownership of all available intellectual property in his/her Entry. Each Entrant hereby grants to Sponsor and their affiliated companies, a non-exclusive, transferable, irrevocable, royalty free, unconditional, license to review, use, display, and reproduce any materials provided by the Entrant with the Entrant's entry. Once an Entry is entered into the Award contest, any such posting will be deemed made at the direction of the Entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT THEY WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN A PRIZE STATED HEREIN IF SELECTED AS A WINNER) IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH ENTRY BY SPONSOR.

6. Judging, Finalists, and Prize Winners

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Throughout the submission period, all eligible Entries will be judged by qualified judges (“Judges”) selected by Sponsor in its sole discretion. Depending upon the number of eligible Entries in each category, the Entries with the ten (10) highest scores as determined by the Judges in their sole and absolute discretion will be “Finalist Entries.” Finalist Entries will then be again reviewed using the same Judging Criteria and the Judges will again score the Finalist Entries. One of the Finalist Entries with the highest collective score tallied from audience vote will determine the winner of the Festival. (2) Finalist Entries with the highest collective scoring will be the winner of the ONE FESTIVAL.

For purposes of these Official Rules and the Contest, the Winner shall be collectively referred to as the “THE ONE”. All potential Award Winners are subject to review of eligibility and confirmation of their compliance with these Official Rules. If any Award Winner is found to be ineligible or does not comply with these Official Rules, it will be disqualified and the Entry with the next-highest vote’s score will be named a potential Award Winner. Decisions of the Sponsors are final and binding.

7. Prizes and Approximate Retail Value

WINNERS: For each category, there will be one Winner, who will receive from Sponsor a prize valued at \$10,000.00 USD, including a portion of the prize in cash of up to 2,500.00 for if the winning piece gets 75 votes or more. In the event of the winning production not getting the maximum capacity of venue in votes then a fair percentage of the workshop production ticket price will go to the prize winner at the end of production to be negotiated between the producer and the artist before the signing of the contract.

All Award Winners shall also receive:

- A one week workshop production, schedule and location of theater TBD by Sponsor in New York City.
- Inclusion in The ONE FESTIVAL promotional ad Books,
- Recognition at The ONE Festival Award Presentation (date & location to be determined the at sole discretion of the Sponsor.

General prize conditions: All awards shall be collectively referred to as the “Prize(s)” for these Official Rules and the Award contest. Each Prize will only be awarded to the winning Entrant.

Each Prize is non-transferable and non-assignable. No substitution, exchange or cash equivalent will be allowed, except at Sponsor’s sole discretion. The Winners are solely responsible for all costs, expenses, taxes, travel, associated with the Prizes not stated in these Official Rules. If potential Winners are found to be ineligible, not in compliance with these Official Rules, decline to accept the Prizes or does not properly redeem the Prizes, the Prizes may be forfeited at Sponsor’s sole discretion. No more than one (1) Prize will be awarded per Entrant.

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8. Terms of Prize Payment

To ensure the purpose and vision of the festival competition is accomplished, prizes will be disbursed in three installments as follows:

- ONE THIRD of the total prize will be disbursed within 30 days of the announcement of competition Winners;
- ONE THIRD of the total prize will be disbursed at the commencement of the Rehearsal Phase of the one week workshop; and
- The remaining ONE THIRD will be disbursed at the conclusion of the one week workshop.

All disbursements will be made in the noted time period after the conclusion of the festival contest in the year in which the winning Entry was made. Sponsor's designee will contact the Entrant at the phone number and/or email provided when entering the Award contest and will call and/or send an email notification to Prize winners with instructions on how to claim the applicable Prize(s). In the event an e-mail notification is returned as undeliverable, or if an Entrant does not comply with these Official Rules, the Entrant may be disqualified at Sponsor's sole discretion. After Winner(s) are confirmed, Sponsor will arrange to have the applicable Prize(s) delivered to the winning Entrant in a manner it deems reasonable. Sponsor shall make a good faith attempt to award and deliver the applicable Prizes. If the applicable Prize is forfeited for any reason, an alternate potential Entrant may be selected from the remaining eligible Entries based on the Judging Criteria.

Note: ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER. Each Prize awarded is subject to the restrictions and limitations noted in these Official Rules, on the Prize and/or included with the Prize.

9. Limitation of Liability

By participating in this Contest, Entrants (collective "Entrants") agree that the Sponsor and any of its Promotion Entities and Award Partners, and their respective affiliates, subsidiaries, representatives, consultants, contractors, and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, or undeliverable e-mail notifications or title submissions; or for any computer, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any injury or damage, whether personal or property, to Entrant's or to any person's computer related to or resulting from participating in the Contest and/or accepting a Prize. The Released Parties shall not be responsible or liable for Entries that are entered by any automated computer, program, mechanism or device, for any or for

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Entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole discretion, be disqualified. If, for any reason, an Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an Entry in the Contest, the Entrant's sole remedy is to enter the Contest again to receive another Entry. If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of Winners in a manner it deems fair and reasonable including the selection of the Winners from among eligible Entries received prior to such cancellation, termination, modification or suspension.

By entering the Contest, each Entrant agrees:

- (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final;

- (ii) to waive any rights to claim ambiguity with respect to these Official Rules;

- (iii) to waive all of their rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and

- (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with:

- a. the Contest, including but not limited to any Contest-related activity or element thereof, and the Entries, participation or inability to participate in the Contest,

- b. the violation of any third-party privacy, personal, publicity or proprietary rights,

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- c. typographical or printing errors in these Official Rules or any Contest materials,

- d. acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof),

- e. any change in the Prizes (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules,

- f. any interruptions in or postponement, cancellation or modification of the Contest,

- g. human error,

- h. incorrect or inaccurate transcription, receipt or transmission of any part of any Entry (including, without limitation, the registration information or any parts thereof),

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- i. any damage to Sanctioned Representative/Entrant's (or any third person's) equipment used to access the Contest and/or its contents related to or resulting from any part of the Contest,

- j. any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties,

- k. lost, late, stolen, misdirected, damaged or destroyed Prizes (or any element thereof), or

- l. the negligence or willful misconduct by Sanctioned Representative/Entrant.

10. Disputes

THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF NEW YORK, IN THE STATE OF NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN THE STATES OF NEW YORK OR NEW JERSEY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN BERGEN COUNTY, NEW JERSEY USA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. SANCTIONED REPRESENTATIVE/ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY SANCTIONED REPRESENTATIVE/ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN

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ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

11. Privacy Policy

Any personally identifiable information collected during an Entrant's participation in the Award contest will be collected by Sponsor or designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Award contest as described in these Official Rules and in accordance with Sponsor's Privacy Policy.

12. Publicity Rights

By participating in the Award contest and/or accepting a Prize, each Entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos and/or likeness, and statements for Award contest, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

13. Nature of Relationship/Waiver of Equitable Relief

Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and the Award contest Entities is not a confidential, fiduciary or other special relationship, and that the Entrant's decision to provide the Entrant's Entry to Sponsor for purposes of the Award contest does not place the Award contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's Entry. Each Entrant understands and acknowledges that the Award contest Entities have wide access to ideas, stories, designs and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees, consultants or representatives. Each Entrant also acknowledges that many ideas may be competitive with, similar or identical to the Entry and/or each other in theme, idea, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of any Award contest Entry's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Award contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Entry. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of an Award contest Entity's actual or alleged exploitation or use of any Entry or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief and Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

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14. No Obligation to Review

Sponsor shall have no obligation (express or implied) to review any Entry, or to otherwise exploit any Entry or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Entry for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof.

15. Dates and Deadlines/Anticipated Number of Sanctioned Representatives/Entrants

Because of the unique nature and scope of the Award contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Award contest. Sponsor cannot accurately predict the number of Entrants who will participate in the Award contest.

16. Further Documentation

If Sponsor shall desire to secure additional assignments or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each Entrant agrees to sign the same upon Sponsor's request therefor. If requested, Entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Entrant is granting to use the Entry.

17. General

Any attempted form of participation in this Award contest other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that an Entrant has registered, entered, or attempted to register or enter the Award contest using multiple e-mail addresses, identities, proxy servers or like methods, all of that Entrant's Entries will be declared null and void, and that Entrant will be ineligible to win a prize.

CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

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If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision.

Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Award contest. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Entries and/or materials submitted will not be returned or destroyed. In the event of any conflict with any promotional details contained in these Official Rules and promotional details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Award contest as set forth in these Official Rules shall prevail. By participating in the Award contest, the Entrant specifically agrees to release, and to defend, indemnify and hold harmless the Sponsor and its Promotion and Administration Partners from any and all liability associated with the Award contest.

ENTRANT:

By:

Date: _____

SPONSOR:

Date: _____

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