



2022 Gotham Film Festival

Official Rules

April 15, 2023

The 2023 Gotham Film Festival (the “Gotham Film Festival”) is sponsored by Gotham City Networking, Inc. (“Gotham”). Films that are accepted and shown during the Gotham Film Festival will be eligible to compete for various cash prize awards (as described below). By participating in the Entry Process (as described below), the Entrant (also referred to as “you”) agrees to comply with, and be bound by, the following Official Rules for the 2023 Gotham Film Festival (“Official Rules”). Please review these Official Rules carefully. If you do not agree to these Official Rules in their entirety, you are not permitted to participate in the Entry Process.

1. Eligibility: Entrants must fully comply with these Official Rules. Entrants must fully complete the 2023 Gotham Film Festival Application and Release Form (the “Release”), to be provided separately, and pay a one-time, non-refundable **Fifty dollar (\$50.00)** application fee for their first entry and an additional one-time, non-refundable Ten Dollar (\$10.00) application fee for each additional entry in order for their entries (each, an “Entry”) to be considered for inclusion in the Gotham Film Festival. This fee shall be waived for any currently-matriculating student.

2. Categories: Eligible Entries will be placed into one (1) of the following two(2) categories based on the content of the film:

Narrative: Original story line film of up to 10 minutes in length, exclusive of titles and credits.

Documentary: Documentary film of up to 10 minutes in length, exclusive of titles and credits.

3. Entry Process: A steering committee comprised of Gotham members (the “Steering Committee”) has established a submission deadline of April 28, 2023 for all Entries. No Entries will be accepted after the deadline. Entries must be submitted to Gotham electronically **by sending a link in a downloadable format such as Vimeo or Youtube** to info@spnmusic.com. Each entrant must specify on the Release the category for which they are entering their entry. The Steering Committee will appoint a panel of screeners (the “Screeners”) to screen the submissions and a screening process for such submissions. The criteria for and appointment of the Screeners and the screening process shall be in the Steering Committee’s sole and absolute discretion.

Entries will be compared only to other Entries in their applicable category. Screeners may recommend that entrants alter and re-submit their Entry. The Screeners and the Steering Committee, in their sole and exclusive discretion, shall make final determinations as to

which Entries will be included in the Gotham Film Festival. Such decisions shall be final, conclusive and not subject to appeal.

4. **The Gotham Film Festival:** Those Entries selected for inclusion will be shown virtually on ZOOM May 18, 2023. All announced dates and times are subject to change, at any time, at Gotham's sole discretion. Entrants will be notified of any changes via email, using the email address Entrant provided on the Application and Release Form. The Steering Committee shall establish guidelines for determining the order that the selected Entries will be shown. YOU UNDERSTAND AND AGREE THAT GOTHAM IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER WHATSOEVER FOR YOUR INABILITY TO QUALIFY FOR SHOWING YOUR ENTRY AT THE GOTHAM FILM FESTIVAL, OR FOR WINNING ANY AWARD ASSOCIATED THEREWITH.
5. **Judges:** The Steering Committee will appoint a panel(s) of judges (the "Judges") to review and judge the films shown at the 2023 Gotham Film Festival. The criteria for and appointment of, the Judges shall be in the Steering Committee's sole and absolute discretion.
6. **Prize Awards:** Winners of the cash prize awards ("Awards") in each category will receive prizes as follows:
First place \$1000.00 Second place \$500.00 Third place \$250.00..
7. . Award winners will be announced at the conclusion of the Gotham Film Festival screening.

Awards shall be paid to the applicable winners within 30 days after the conclusion of the Gotham Film Festival. Each Award winner is solely responsible for any federal, state and other tax liabilities relating to or arising out of any Award.

8. **Disqualification:** Gotham reserves the right, in its sole and absolute discretion, to disqualify any entrant at any time if it concludes that the applicable entrant has tampered with the Entry Process or has acted in violation of these Official Rules or any applicable state, federal or local laws, rules or regulations. Entrants will be disqualified from the Entry Process, and their Entries will not be considered by the Judges, if they fail to comply with these Official Rules.
9. **Limitations on Warranties:** GOTHAM DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE GOTHAM FILM FESTIVAL, THE SCREENING PROCESS, JUDGING PROCESS AND/OR THE

AWARDS THEMSELVES. GOTHAM RESERVES THE RIGHT TO CHANGE THE PROCESS OUTLINED HEREIN IN ITS SOLE AND ABSOLUTE DISCRETION.

10. Indemnification: You agree to indemnify and hold Gotham, its parents, subsidiaries, and affiliates (including, but not limited to, Gotham Film Festival) and each of their respective members, officers, directors, employees, agents, co-branders, content licensors and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your participation in the Entry Process and/or Gotham Film Festival in any way, whatsoever; (b) your breach of these Official Rules and/or the Release; (c) any dispute between you and any Judges, Steering Committee members, Screeners, other Gotham members and/or other third parties; and/or (d) any claim related to your Entry, including against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of any claim that the submission of the entrant's film infringes upon any third party's intellectual property and/or proprietary rights. The provisions of this Section 10 are for the benefit of Gotham, its parents, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

11. Additional Terms and Conditions:

- a. Entrants agree that any and all disputes relating to the Gotham Film Festival including, but not limited to, the Entry Process, shall be governed by the laws of the State of New York, without regard to conflicts of laws principles. Should a dispute arise concerning the Gotham Film Festival including, but not limited to, the Entry Process, the parties agree to submit their dispute to mediation, and/or arbitration before David Abeshouse, Esq.¹ Should any part of these Official Rules be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.
- b. Gotham, the Steering Committee and/or the Judges are not responsible for Entries and/or other material submitted during the Entry Process that is lost or damaged. Gotham, the Steering Committee and/or the Judges are under no obligation to return any Entries or other material that is submitted as part of the Entry Process.
- c. In addition to agreeing to the terms and conditions in the Release, participation in the Entry Process and/or Gotham Film Festival constitutes permission by an entrant to use such entrant's name and likeness, as well as the name of the Entry and images

from the Entry, for advertising and promotional purposes without further compensation, excluding residents of the State of Tennessee and where otherwise prohibited by law.

- d. Any attempt by any individual, whether or not an entrant, to interfere with or unfairly manipulate the operation of the Gotham Film Festival, including, without limitation, the Judging and Screening process, is a violation of criminal and civil law and Gotham will diligently pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law and in equity.