

LTAW Film festival terms & conditions

USASK publishes and operates the internet site LTAW Film Festival. The LTAW Film Festival aims at providing a better visibility for a selection of films presented at LTAW Film Festival by making them available for limited online screenings. The present document describes the services proposed by USASK in this context and sets out the rights and obligations of the site's users.

Access and Registration

Access: The services offered by USASK are accessible via the site. In order to screen films and access the site's various functionalities, the user must irrevocably accept the present Terms & Conditions of Use (TCU): the present document. USASK may update the TCU at any time and users are invited to consult the same regularly. Access to the site is temporary.

All users, are invited to make sure that their computer hardware and software are compatible with the site and capable of fully benefiting of the Service. The user is the sole responsible of the proper installation and maintenance of his/her computer hardware and software. In no event shall USASK be held liable should the use of the site cause any malfunction in such hardware/software, and/or if any of the site's Service(s) prove incompatible with the user's hardware/software.

Registration to the site, Use of the Service: In order to access the Services offered on the site, in particular the Screenings of Films, one must Become a user on the site. The user must be over 18 years of age. The person who wishes to Become a user must fill out the registration form, which he/she undertakes to do faithfully. USASK can discretionarily refuse to approve any user, which shall in no event give rise to any users' claims or USASK's liability whatsoever. The user will be solely and entirely responsible for keeping confidential his/her connection data (e-mail, password, etc.) and keeping access to his/her Account private and personal. Any connection to his/her Account or transmission of data by the user via the site will be deemed to have been made by the user, under his/her exclusive liability. He/She will in particular be liable for any (unauthorised) use of his/her Account by any third-party. The user will immediately notify USASK in the event that he/she becomes aware of an unauthorised access to his/her Account.

Refusal or Dismissal: USASK reserves the discretionary faculty to: suspend, or dismiss and cancel the user who has breached the present TCU, failed to comply with its obligations or undertakings. In any event, such refusal, suspension or dismissal will not give rise to any indemnification of the user.

Digital Proof: The user acknowledges that the data registered on the site constitute the valid and due proof of all the transactions entered into via the site, and of the data transmitted through the site. The user acknowledges that the digital proof has a full legal effect and in particular accepts the electronic acceptance of the present TCU, materialised by the user's tick of the box "I have read and understood the terms and conditions" (the present TCU) at the end of the user's registration.

Access to the Films

Localisation: The site is accessible from anywhere in the World. However geographical restrictions might limit access to the Films depending on the user's country, and in conformity with the restrictions imposed by the Film's rights holders.

Screenings: Screenings will be delivered in Streaming. Each Screening is strictly personal to the user. In no event can the Screening occur on a terminal or in conditions permitting a collective viewing of the Film. Any Screening request requires and implies the full and express acceptance of the TCU.

The user acknowledges that USASK has access to the name of the persons who watch their films.

Personal Data

When registering on the site, the user will have to provide personal and confidential data, which will be used to identify any user's connections and allow the user to access his/her Account. users' personal data are collected by the site essentially to permit the site's administration and proper functioning.

Intellectual Property Films

A private use in particular excludes any public or collective representation or broadcast of the Film. Downloads, editing, loan, exchange, reproduction, duplication, transmission of the Films and contents, either partial or integral are also strictly prohibited. users do undertake to comply with the above conditions or use and statutory provisions. Any unauthorised use of the Films and contents available on the site do constitute a "piracy" and are punishable in accordance with the legal provisions governing intellectual property. The site and all of its components, including without limitation: information, databases, software, visuals etc. are the exclusive property of USASK, which owns all of the author and neighbouring rights and more generally any exploitation rights in relation thereto. Any alteration, use, reproduction, representation, commercial use or more generally any unauthorised use of the above elements is strictly forbidden and might generate legal proceedings. More generally all of the text, comments, works, illustrations, images, trademarks, logos, distinctive signs used within the Films and/or published on the site are protected by intellectual property. All rights of reproduction, representation, broadcast, transmission etc. are strictly reserved to their authors and/or any rights holders on the same. users undertake to comply with the above conditions of use and to refrain from any act of piracy. USASK can protect the Films against any illegal reproduction or use, and might use any content protection technology. users are aware that the said protection might cause restrictions of use. users do undertake not to alter or bypass the said content protection measures. users are prohibited from using in any way whatsoever the above elements without the express authorization of USASK. Compliance by the users of the present provisions an essential condition for USASK which reserves the right to suspend, cancel and/or dismiss the Account of any users who would violate the said conditions. This being without prejudice to USASK and

any concerned rights holder's faculty to seek relief and/or indemnification of its prejudice in court.

Liability

USASK will in no event be liable for any prejudice suffered by the user in relation to/ caused by: - any technical incompatibility between the Films and the screening hardware/software used by the user; - any unavailability of the site. USASK will in no event be held liable for the content published on the third party websites, in particular in the event that the said contents would violate any third-party rights and/or applicable legal and regulatory provisions. USASK will use its best efforts to make sure that the Films and other contents available on the site comply with applicable legal and regulatory provisions, regarding in particular intellectual property. However, USASK shall not be held liable in the event that the Films and or any other content published on the site would violate any third-party rights or the legal and regulatory legal provisions. USASK shall not be liable in any way whatsoever as regards the Contents published on the site by the users, for which they shall be the sole responsible. The contents published on the site (Films, information, visuals, any content published by USASK, and all of the Contents published by the users) will finally not constitute facts on which any one shall base its judgment or use as recommendation.

Contact

For any question or claim regarding the site you can contact USASK at: water.talk@usask.ca.

Applicable Law

The present TCU are to be interpreted and construed in accordance with the laws of Canada and the Province of Saskatchewan.

Film Submission Terms and Conditions

By submitting a film for consideration to Let's Talk About Water – International Water Film Prize (LTAW-IWFP), the entrant understands that they agree to the following:

I acknowledge and represent that I have read and understand the terms and conditions contained in this submission agreement (the "Agreement").

I represent and warrant that I am the owner, or the authorized representative for the owner(s), of the film (the "Film") being submitted pursuant to this Agreement for public exhibition and inclusion in the LTAW- IWFP, April 30 - June 30, 2021, and that I have all the necessary rights and authority to submit the Film and enter into this Agreement.

I represent and warrant that:

- I have obtained all necessary releases, licenses, authorization and permission from the owner(s) of any and all content and rights owned by third parties included in the Film, including without limitation all copyrights, trademarks, rights of privacy and publicity, and contract rights, and nothing in the Film shall infringe upon or violate the rights of any third party. **LTAW-IWFP and the University of Saskatchewan (USask) disclaim any responsibility for, and will not be held responsible for, any unauthorized inclusion of any third-party content or materials within or relating to the submitted Film, including any content or materials that are or may become the basis for any third party claims.**
- **If Film Creators, Subjects, or Other Third Parties Live Outside of Canada:** For greater certainty, without limiting the generality of the foregoing, I represent and warrant that I have a personal understanding of (or have sought legal advice on) the legal requirements for submitting the Film for inclusion in the Festival in my home jurisdiction, the jurisdiction where the Film was made, and the jurisdiction of any third parties depicted in the Film, and that my submission of the Film is fully compliant with such requirements. I understand it is my sole responsibility for ensuring the Film's inclusion in the Festival complies with all applicable laws, and **I acknowledge and agree that LTAW-IWFP and USask shall not be responsible for any breach by me of any domestic or international intellectual property, copyright, or privacy laws. I acknowledge and agree that LTAW-IWFP and USask shall be entitled to rely on this provision in the event of a third party claim.**
- I understand that not every Film that is submitted will be selected for inclusion in the Festival, and that my Film may not be shown.
- If chosen, I grant LTAW-IWFP and USask non-exclusive worldwide free VOD and screening permission for unlimited showings over the course of the Festival (April 30 - June 30, 2021), and for promotional purposes prior to, during, or subsequent to the Festival. I understand and agree that LTAW-IWFP and USask reserve the right to copy and use any publicity materials (photographs, film stills, trailers, and film segments) for non-commercial promotional purposes and for archival material, at no additional cost, and that such publicity materials may be used to market the Festival on a go forward basis, even if my Film is not being shown.
- **I agree to indemnify LTAW-IWFP and USask, and their respective officers, directors, employees, agents, and assigns, and hold them harmless from and against any and all claims, liability, losses, damages, costs, expenses (including reasonable legal fees) and penalties arising out of, resulting from, based upon or incurred because of any breach or misrepresentation by me of any statement, representation or warranty made by me in this Agreement.**
- While the utmost care is taken to safely handle every submission, I understand and agree that **LTAW-IWFP and USask are not responsible for the loss or damage of film media during the Festival.** This includes media sent to and from the LTAW-IWFP and USask offices.
- I acknowledge and agree that all matters, including but not limited to those pertaining to the selection, screening, promotion, and adjudication of the Film, will be decided by the LTAW-IWFP and USask Festival organizers, at their sole discretion.

- I understand that submitting content for use in the Festival is purely voluntary and warrant that my Film is being submitted without any expectation or reliance on remuneration in any form.
- I acknowledge that, while a prize or prizes may be awarded to certain entrants, the awarding of such awards shall be at the sole discretion of LTAW-IWFP and USask, and/or any jurists selected to make such a decision on their behalf. I warrant that I am not providing my submission under the expectation of receiving any award or prize.
- I acknowledge that the amount of any prize or award shall be decided at the sole discretion of LTAW-IWFP and USask, and that said amount may be reduced after the fact in the event any fees or taxes are incurred during the process of paying the prize or award to me.
- I agree that the Festival and my submission of the Film to the Festival shall be subject to, governed by, and interpreted in accordance with the laws of Canada and the Province of Saskatchewan.