

"our lives on film"

aGLIFF KINO Redesign Contest Rules, 2009

You acknowledge and fully understand that by entering into the "aGLIFF KINO Redesign Contest, 2009" ("Contest"), you have agreed to be bound by the following terms and conditions. Your design should not be submitted if you are not in agreement with the following terms as your submission will constitute your acknowledgement of such agreement. Feel free to e-mail us with any questions concerning the foregoing terms at info@agliff.org:

Calvin Williams
President

John Livingston
Vice President

Kermit Johns
Treasurer

Brian Carr
Secretary

Chivonn Anderson

Deb Bryan

Carri Carswell

PJ Raval

Heath Riddles

Richard Williams

David Sweeney
Executive Director

Skot Tulk
Deputy Director

Collin Acock
Development Director

Jake Gonzales
Programs Director

22nd Edition

September 8-13, 2009

Alamo Draffhouse S. Lamar

1. Eligibility: NO PURCHASE NECESSARY. The "aGLIFF KINO Redesign Contest, 2009" ("Contest") is open internationally to people at least 18 years of age. Those under 18 years of age must have their parent or guardian's permission to enter as described below.

2. Contest Period: Contest begins June 1st, 2009 at 3pm (CST). All entries must be received before July 1st, 2009 at 11pm (CST) (the period during which the Contest will take place is referred to below as the "Contest period"). Information requested as part of the entry consists of age, name, address (including zip code), phone number and valid email address.

3. Judging and Notification: Any winner of the Contest will be selected on or about July 9th, 2009 from all eligible entries received by the judge(s), whose decisions are final and binding in all respects. Odds of winning depend on the number of eligible entries received and the quality of the artwork, as determined by the judges. aGLIFF reserves the right to not select a winner. Any winner will be notified by mail, email and/or phone. If a potential winner cannot be reached at the email address or phone number provided on the entry form and/or does not respond to aGLIFF within five (5) days from the first attempt to contact, or if the entry is found to be ineligible, or if the winner cannot or does not otherwise comply with these Official Rules, an alternate winner may be selected by contest judges. The address provided by each entrant on the Contest entry form shall serve as the address of record in respect of all mailings to each entrant and any changes to such mailing address may serve as a basis for disqualification.

4. General Conditions: All international, federal, state and local laws and regulations are applicable. All taxes (including, but not limited to, income taxes) are the sole responsibility of winner. Prize winner (and parent(s) or guardian(s) of prize winner under 18 years of age) may be required to execute (and have notarized) an Affidavit of Eligibility, a Liability Release, and/or a Publicity Release (the "Affidavit/Release") which must be returned to and received by aGLIFF within ten (10) days from winner's receipt of the Affidavit/Release. Winner will also be required to send a copy of their passport, driver's license or birth certificate as proof of age and residency. Non-compliance with any of these requirements may result in disqualification, in which case an alternate winner may be chosen. Return of prize, prize notification, Affidavit/Release as undeliverable may result in disqualification and an alternate winner may be selected. Entry and/or acceptance of prize(s) constitutes permission for aGLIFF and its affiliates to use the winner's name, address (city and state) and/or likeness for advertising and trade purposes without further compensation, worldwide and in perpetuity, in any and all forms of media, now known and hereafter devised, including without limitation, on the Internet, unless prohibited by law. All entrants agree to comply fully with each provision in these Official Rules. Any person attempting to defraud or in any way tamper with this Contest and any person who does not comply with these Official Rules, will be ineligible for prizes and may be prosecuted to the full extent of the law. THE TEXAS COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. The Contest is void where restricted or prohibited by law.

5. Disclaimers: Entrants agree that Contest Entities shall not be liable for losses or injuries of any kind resulting from: (i) acceptance/possession and/or use/misuse of prize(s), (ii) participation in the Contest, (iii) individual, joint or collective technical malfunctions of the telephone network and/or transmission line, computer on-line system, computer dating mechanism, computer equipment, hardware and/or software, or (iv) any delay or distortion of an entry resulting from data transmissions that are garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, mechanically duplicated, illegible or otherwise not in compliance with these Official Rules. Entrants also agree that the Contest Entities are not responsible or

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liable for any injury or damage to an entrant's or third person's computer (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the Contest or downloading of information in connection with the Contest. aGLIFF reserves the right to modify or cancel the Contest at its sole discretion, without liability.

6. Rules/Winner List: Consult the notice of the winner to be posted at <http://www.agliff.org/kino>. The notice of any winner will be available after July 15th, 2009.

By submitting an entry into the Contest, you agree and acknowledge the following:

A. I certify that the design I submit is my original work and has never been copyrighted or, if copyrighted, that I am the sole copyright owner and am at least 18 years of age, or represented by a parent or guardian at least 18 years of age.

B. I am entering this design as an honest and true effort of my personal creativity and unique artistic vision, and I understand that: (a) all material submitted will become the property of the Austin Gay & Lesbian International Film Festival or its designees ("aGLIFF"); (b) the design that I am submitting shall be deemed a "work made for hire" (as defined under the United States Copyright Act and for the purpose of all other copyright laws throughout the world) created for aGLIFF. If, for any reason, said design, or any portion thereof, shall be judged not to be a "work made for hire," then I hereby irrevocably assign all rights of ownership in such design, including without imitation, all copyrights and all renewals and extensions thereof throughout the universe, to aGLIFF; (c) the design may be published in any manner or media now known or hereafter devised in connection with aGLIFF and its related endeavors and products, including on the Internet, in compact discs, DVDs or advertisements or in other promotions without compensation to me; and (d) you will have no obligation to return the design to me.

C. I represent and warrant that: (a) I have the full right, power and authority to enter into this agreement; (b) no third party consents are required with respect hereto; and (c) I waive any so called "moral rights" to the extent permitted by law. I agree that in the event of any dispute regarding the subject matter hereof, I will not have the right to seek injunctive relief or rescission in connection with the design, the results and proceeds of my submission hereunder and/or any exploitation, promotion, advertising and/or publicity thereof. I shall indemnify aGLIFF in connection with any claim arising out of any breach of my agreements, warranties, and/or representations made herein.

D. aGLIFF will have the right to (and authorize others to) publish, license, copy, modify, use, distribute or sell my submission in whole or in part for any purpose. Notwithstanding anything to the contrary contained herein, aGLIFF reserves the right to use my name and address (city and state), without compensation, in any advertising or publicity, and aGLIFF will not be liable for any failure to properly credit me in connection with the work.

E. The decision of the contest judges will be final and binding on all entrants. aGLIFF shall not bear any liability for the loss, theft or misuse of any prize or any property damage, personal injury or misfortune in any way attributable to this contest or the contest prizes. All taxes on prizes are the sole responsibility of the winner. Participation in the Contest constitutes your full and unconditional agreement to and acceptance of these Official Rules and agreement and acknowledgment of the foregoing. By entering the Contest, you warrant that the submission is an original work, has not been previously published or won any award, and that you are not aware of any conflicting rights in the submission including but not limited to copyright or other intellectual property right.