



2024 KissFist Film Challenge OFFICIAL RULES

1. ELIGIBILITY The KissFist Film Challenge Contest ("Contest"), is open to anyone who complies with the following rules and standards; the exception is the following individuals, who are not eligible:

- a) persons involved in the judging of the Contest and their immediate family members (spouse, parent, child, sibling, or grandparent of each) and those living in the same households for at least three (3) months during the twelve (12) month period preceding the start date of the Contest;
- b) Employees of Deaf Spotlight and their immediate family members (spouse, parent, child, sibling, or grandparent of each) and those living in their same households for at least three (3) months during the twelve (12) month period preceding the start date of the Contest;
- c) Children under the age of eighteen (18) years.

By entering this Contest and accepting the terms herein you agree to be bound by these Official Rules, which constitute a binding agreement between you, on one hand, and Deaf Spotlight and the KissFist Film Challenge, on the other. Each person or team submitting a film/video for the Contest is an "Entrant." The submitted film/video is the "Entry". Each Entrant, or part thereof, is limited to one Entry. Entrants must be at least eighteen (18) years of age or older. Each Entrant must designate one person, eighteen (18) years of age or older, as their **Entrant Representative ("ER")**, and no Entrant may have more than one ER. The ER will act for the Entrant in all communications with the KissFist Film Challenge regarding the Contest. ERs will be required to, and must, sign and submit the standard KissFist Film Challenge Entry Agreement ("Entry Agreement") with their Entry. A copy of the Entry Agreement available at on the [KissFist Film Challenge webpage](#).

The Entry Agreement must be signed on behalf of all members of the Entrant, and each member hereby authorizes, and by participating herein further authorizes, the ER to

sign on their behalf. All costs associated with the production of the Entry and participation in the Contest are the sole responsibility of the Entrant. Entrants need not be physically present at the designated times to participate. Entrants are strongly encouraged to include in the Entry elements that, at the very least, acknowledge disability and Deaf Culture to create awareness of the unique stories about disability and Deaf Culture that are not being told. Entrants are required to include in the Entry one or more of the following: a Deaf, DeafBlind, DeafDisabled, or Hard of Hearing actor, director, and/or producer.

2. CONTEST DATES The Contest Registration Period will commence Wednesday, January 10, 2024 and end on Thursday, February 15, 2024 at 11:59 PM US Pacific Standard Time (PST). The Production Period commences Friday, February 16, 2024 at 6:00 PM PST and ends Monday, February 19, 2024 at 6:00 PM PST.

3. TO ENTER To enter the Contest, follow these Official Rules and the instructions found on the [KissFist Film Challenge website](#). Registration must be fully completed by 11:59 PM PST on Thursday, February 15, 2024. The registration fee is \$25. No registrations will be accepted after 11:59 PM on Thursday, February 15, 2024. There will be NO REFUNDS if an Entrant improperly registers or must withdraw for whatever reason.

4. FILMMAKING RULES The following rules apply to each Entrant and its participating group/production team:

- a) **Assignment** All Entrants will be provided the same assignment, and be given seventy-two (72) hours to make and submit an Entry. The prompts will be posted on the [KissFist Film Challenge page](#) commencing at 6:00 PM PST on Friday, February 16, 2024. As a courtesy, the prompts will also be sent to the Entrant's email address as identified on the Entry Agreement. Deaf Spotlight and the KissFist Film Challenge shall not be responsible for any internet or communication malfunctions or problems or any failure of any Entrant to receive any posted or emailed communication (see paragraph 10 below). To be considered eligible, all Entries must be properly submitted by Monday, February 19, 2024 at 6:00 PM PST. See the [KissFist Film Challenge page](#) for additional details.
- b) **Times** The Entrant must fully complete submission of its completed Entry by Monday, February 19, 2024 at 6:00 PM PST. Only works that meet the deadline will be officially part of the Contest. All creative work must take place from 6:00 PM PST on Friday, February 15, 2024 through 6:00 PM PST on Monday,

February 19, 2024 (the "Contest Weekend"). Any creative work in advance of the Contest Weekend is prohibited. Creative work includes, but is not limited to: Writing; Rehearsing; Costume/Set Design; Shooting; Editing; Sound Design; Rendering; and Outputting to tape or other media.

- c) **Footage** All footage must be shot within the Contest Weekend.
 - 1) No stock footage, or footage shot or created at another time, may be used.
 - 2) Animation and special effects are permitted, but must be created during the Contest Weekend.
 - 3) The film must have English Subtitles.
 - 4) Still photographs are permitted (so long as not used to create an illusion of motion), provided that the Entrant has the rights to them. The photos do not need to be created during the Contest Weekend.

- d) **Music and Audio Effects** Any music or audio used in the Entrant's film must be copyright-free, royalty-free, or Creative Commons.

- e) **Content Rating** The Entrant's film should contain no content that would exceed a PG-13 rating by the Motion Picture Association of America. Deaf Spotlight retains the right to determine if a film has exceeded this guideline. In general, films should avoid:
 - 1) Nudity;
 - 2) Graphic violence;
 - 3) Illegal drug usage;
 - 4) Excessive graphic language;
 - 5) Hate speech or slurs;
 - 6) Hate crimes.

- f) **Volunteers** All cast and crew must be volunteers.

- g) **Length** The finished Entry must have a minimum duration of three (3) minutes and a maximum duration of five (5) minutes—not including credits at the end of the Entry.

- h) **Title Card** Before the finished film/video begins, the media must have:
 - 1) An official 2024 KissFist Film Challenge title card, provided by Deaf Spotlight (can be downloaded on the website);
 - 2) A title card with the title of the Entrant's film, provided by the entrant.

- i) **Credits** Credits at the end of each Entry are limited to a maximum of 60 seconds and are not included in the five (5) minute maximum.
 - 1) End credits must include the words: "This film was created for the 2024 KissFist Film Challenge."
 - 2) Opening credits are considered to be part of the Entry and therefore count against the five (5) minute maximum.

- j) **Form and Formats** Your Entry must be submitted in Digital Upload format to kissfist@deafspotlight.org. In order to be showcased at Seattle Deaf Film Festival, winning Entries must be submitted as follows:
 - 1) MP4 file type;
 - 2) Under 10 gigabytes (GB);
 - 3) 1080p resolution;
 - 4) Subtitles file included as separate attachment.

- k) **Sound** Maintain sound levels relatively even throughout your Entry. (Uneven sound may be modified to protect the playback equipment.)

- l) **Contest Releases** Each Entrant must secure releases for talent, crew, music and locations and any other applicable releases (collectively referred to as "Contest Releases"), which must be submitted upon request to the KissFist Film Challenge or Deaf Spotlight. Contest Releases must be submitted within 36 hours of request. The Contest Release forms can be found on the [KissFist Film Challenge website](#). Teams utilizing SAG/AFTRA talent must contact their union before participating in the film challenge. If they participate without notifying the union or union determination whether it's under their jurisdiction, their membership will be revoked.

- m) **Certification Statements** The Entrant must submit a statement with their completed Entry, certifying adherence to all Official Rules ("Certification Statement"). The Certification Statement can be found on [KissFist Film Challenge website](#).

- n) **Original/Non-Violating** To be eligible for the Contest, Entries must be the original work of the Entrant(s); must not infringe on third-party rights; must be suitable for publication (i.e., may not be obscene or indecent); must not contain obscene or pornographic material; may not contain defamatory statements about any person, company, organization or entity; may not invade privacy or other rights of any person, company or entity; may not in any other way violate applicable laws and regulations; and may not contain any copyrighted elements

(other than as owned by the Entrant or in the public domain). Entries containing prohibited or inappropriate content as determined by the KissFist Film Challenge, in its sole discretion, to be inappropriate, will be disqualified. The KissFist Film Challenge reserves the right at its sole discretion to make the final determination as to which Entries are eligible. The KissFist Film Challenge also reserves the right to refuse to screen a film/video or to make an announcement regarding the content of the Entry.

- o) **Notes on Submissions** Nothing other than the Entry, the Entry Agreement, the Contest Releases (when requested) and the Certification Statement may be submitted. No personal bios, CVs, publicity materials, communications or other items or elements may be submitted and may result in disqualification of your Entry. Submitted Entries will NOT be returned to Entrant(s). If your Entry does not conform to the submission requirements, it may be disqualified. Also, if your Entry cannot be viewed on the KissFist Film Challenge equipment, it may be disqualified.
- p) **Lawful** No law may be broken in connection with the development, creation, filming or submission of the Entry.
- q) **Compliance** Each Entry and each Entrant's film/video production and participation must follow all Official Rules.
- r) **Disqualification** The KissFist Film Challenge may, in its sole discretion, disqualify Entries deemed by the KissFist Film Challenge to be inappropriate or otherwise non-compliant.
- s) **Amendments** The KissFist Film Challenge may add to or amend these Official Rules at any time prior to the beginning of the Contest Weekend. All ERs, members and Entrants are advised to repeatedly consult the [KissFist Film Challenge website](#) to review the latest rules.

5. SELECTION OF WINNERS Deaf Spotlight will screen a select number of KissFist Film Challenge film entries at the 2024 Seattle Deaf Film Festival (SDFF), provided those entries meet the requirements contained in these Official Rules. Deaf Spotlight retains the right to decide which KissFist entries are ultimately screened at SDFF. If Deaf Spotlight receives 6 or less entries for the KissFist Film Challenge, it will consider all of those entries to be screened at SDFF. If Deaf Spotlight receives more than 6 entries for the KissFist Film Challenge, Deaf Spotlight will convene the SDFF Planning Committee and selected film screeners to judge entries on the following criteria.

Entrants agree and acknowledge that the KissFist Film Challenge has the sole right to judge the Entries, select the winners, and decide all matters and disputes arising from this Contest in its sole discretion, and that all decisions of the KissFist Film Challenge are final and binding.

- a) **Creative Merit (40% of score):** Quality of story and plot, dialogue, performances, and entertainment value;
- b) **Technical Execution (30% of score):** Quality of aesthetics, design, sound, editing and post-production, production value, and effects;
- c) **Inclusion of prompts (30% of score):** The degree to which each film organically incorporates the prompts.

6. ENTRIES By submitting an Entry into this Contest, each Entrant, and each of Entrant's respective members, including the ER, warrants and represents that the Entrant owns all rights to the Entry they are entering in this Contest, including, without limitation, the written, musical, video, audio, or digital elements, and the performances contained in each Entry. Each ER, member and Entrant further warrants and represents that neither the Entry nor the making thereof will violate or infringe on the rights of any person, and that Entrant has obtained permission from each person who appears in the Entry (or owns any rights with respect thereto) to grant the rights to enter into the Contest and submit the Entry thereto. ER and Entrant each warrants that they have provided these Official Rules to every person appearing in the Entry (or owns any rights with respect thereto), and secured their written consent thereto, prior to submitting the Entry. ER and Entrant each agrees to submit copies of such permissions to the KissFist Film Challenge upon request. By submitting an Entry, each of ER, members and Entrant expressly agrees to the Official Rules, as they currently exist or as amended, and further agrees to indemnify and hold the KissFist Film Challenge, Deaf Spotlight and their affiliates, officers, directors, agents, partners, and any of their employees (collectively, the "Contest Indemnities") harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees), and liabilities (including settlements), brought or asserted by any third party against any of the Contest Indemnities due to or arising out of the Entrant's Entry materials in the Contest, or the Entrant's conduct during and in connection with this Contest, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation. Each of ER, members and Entrant agrees to release, indemnify and hold harmless the Contest Indemnities from any and all claims that any advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of the Contest Indemnities infringes on the rights of Entrant's work as contained in any Entry. The total number of Entries will equal the number of eligible Entries received.

7. ENTRY AGREEMENT As a condition of entry, Entrants must agree to the Entry Agreement, which sets forth the rights of Entrant and the KissFist Film Challenge with respect to the use of Entries by the KissFist Film Challenge. Entries that do not include all required information, and adhere to the foregoing and following requirements, will be considered void and will not be considered in this Contest.

8. COLLABORATION ON ENTRIES If any group of individuals (each a "member") elects to collaborate on an Entry, they are required to designate one (1) person as their ER (see paragraph 1 above). The ER shall serve as the agent of the group to enter the Contest, agree to these Official Rules, sign the Entry Agreement and accept the prize on behalf of the group. The Contest Indemnitees are not liable for any disputes between collaborators, members, vendors, talent or any other persons arising out of or related to the Entry or the Contest. As a condition for any Entry, and being allowed to participate, each member hereby warrants and represents that they have authorized the ER to sign all documents related hereto, and to make any statements made to the KissFist Film Challenge or Deaf Spotlight, on behalf of each member and their respective agents, representatives, assigns and successors, and will hold the Contest Indemnitees fully indemnified and harmless from any dispute with respect thereto.

9. GENERAL CONDITIONS By participating, Entrants agree to these Official Rules, which are final and binding in all respects. The Contest is governed by the laws of the State of Washington, USA, and all claims must be resolved by binding arbitration in King County, State of Washington, under the then applicable Comprehensive Arbitration Rules and Procedures of JAMS.

10. LIMITATIONS OF LIABILITY AND RELEASE No liability or responsibility is assumed by the KissFistFilm Challenge, Deaf Spotlight or affiliated entities or persons resulting from any person's participation in, or attempt to participate in, the Contest, or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by KissFist Film Challenge, Deaf Spotlight or affiliated entities or persons for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software failures or errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or internet connectivity or other online communication problems; errors or limitations of any internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of any web site in whole or in part for any reason; traffic congestion on the internet or any web site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized

tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. KissFist Film Challenge, Deaf Spotlight and affiliated entities or persons are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on any website. Use of any affiliated web site is at the user's own risk. KissFist Film Challenge, Deaf Spotlight and affiliated entities or persons are not responsible for any personal injury, harm, property damage or loss of any kind which may be sustained to any Entrant or any other person's person or property resulting from participation in the Contest, use of any affiliated web site or the download of any information. By participating in the Contest, Entrant agrees to, and hereby does, release, indemnify and hold KissFist Film Challenge, Deaf Spotlight and affiliated entities or persons harmless from any and all claims, damages or liabilities arising from or relating to such Entrant's participation or involvement in the Contest.

11. WINNERS Winners, identified as the films that will be screened at Seattle Deaf Film Festival, will be announced on or before Friday, March 8, 2024 on the [KissFist Film Challenge page](#) and/or at a Celebration Event. As a courtesy, winners will also be sent an email to the Entrant's email as identified on the Entry Agreement. The KissFist Film Challenge and Deaf Spotlight shall not be responsible for any Internet or communication malfunctions or problems or any failure of any Entrant to receive any posted or emailed communication (see paragraph 10 above).