

MOONSHOT

I N I T I A T I V E

Official Rules

- VOID WHERE PROHIBITED BY LAW
- ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND YOU WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT
- MOONSHOT INITIATIVE OBTAINS RIGHTS FROM YOU TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS A PART OF THIS CHALLENGE

By participating in the Moonshot Film Challenge (the “Challenge”) presented by Moonshot Initiative INC (“Moonshot”) and HUDSY TV (“Hudsy”), You (“Participant(s)” and/or “You” and/or “Your”) agree to these official rules (“Rules”) and the Challenge Guidelines as further detailed in Exhibit A, attached hereto and made a part of these Rules, which shall create a binding contract between Moonshot and You.

1. **DESCRIPTION OF CHALLENGE:** The Challenge is designed to help women and gender-expansive filmmakers increase their professional network and portfolio in a relatively brief time span. You will be assigned to a crew of 10 to 35 individuals (“Crew” and/or “Team(s)”) led by one team leader (“Team Leader(s)”) and by Co-Executive Directors of Moonshot Katrina Medoff and Tracy Sayre (“Co-Directors” or “Organizers”). Teams work together to create a short film (“Film(s)”) with a given genre and deadline.
 - a. The Teams will consist of, at a minimum:
 - i. Producer (Team Leader)
 - ii. Associate Producer
 - iii. Director
 - iv. Writer (s)
 - v. Cinematographer
 - vi. Actor(s)
 - vii. Editor
 - viii. Sound recordist
2. **ELIGIBILITY:** This Challenge is open to anyone living in the Greater New York City region and Hudson Valley (Moonshot shall have the right to ask for valid proof of residence), age eighteen or older (You must be 18 years old at the time of the Challenge).
3. **INTELLECTUAL PROPERTY RIGHTS FOR FILM:** All ownership rights to the Film made during the Challenge remain with Moonshot. For clarity, You grant Moonshot a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, recreate, perform, exhibit, re-cut, make derivatives of, process, adapt, modify, publish, transmit, display

and distribute Film in any and all media or distribution methods now known or later developed (including without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems) in its sole discretion shall determine. **Moonshot grants You the non-exclusive, limited, royalty-free, no-cost license and right to use and otherwise exploit the Film, and all images, text and materials included or depicted therein, in whole, for the limited purpose of applying to film festivals and/or contests.**

4. **RELEASE:** You hereby expressly grant to Moonshot and Hudsy and to their employees, agents, successors, licensees, parents, subsidiaries, officers, directors, affiliates, partners and assigns, the perpetual and worldwide right to use Your picture, photograph, name, biography, silhouette, voice, image and any reproduction of Your physical likeness and/or any medium in which You appear in and in connection with any and all exploitations of the Challenge and/or Film and with the exhibition in any medium now known or hereafter devised, including, without limitation, television, video, incidental, allied and subsidiary rights as Moonshot may elect, merchandising and commercial tie-ins, as well as in publicity related photographs, “behind the scenes” films, “electronic press kit” video releases, and in advertising, exploiting or promoting the Challenge and/or Film, Moonshot or network in any and all media, methods or formats whether presently in existence or subsequently devised. No compensation shall be due. You give to Moonshot the foregoing consent and authority with the knowledge and understanding that Moonshot will incur substantial expense in reliance thereon. Further, You are responsible for obtaining all releases which may be to ensure that Released Parties (defined below) may make unlimited use of the Film(s), as provided herein, without violating or infringing up the rights of any party, including, without limitation. Upon request by Moonshot, You agree to supply original copies of signed releases, in a form acceptable to Moonshot prior to the delivery of the Film(s).
5. **CONDITIONS OF PARTICIPATION:** Due to the unique nature and scope of this Challenge, Moonshot reserves the right to alter or modify these Rules at any time. Moonshot has the right to modify, suspend or terminate the Challenge. Your continued participation in the Challenge deems Your acceptance to any alteration or modification to the Rules.
6. **GOVERNING LAW:** All disputes arising under these Rules shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to principles of conflict of laws.
7. **INDEPENDENT CONTRACTORS; NO JOINT VENTURE:** The parties acknowledge and agree that the relationship between You and Moonshot is that of independent contractors and not that of employer and employee. Nothing in this agreement is intended to create or will be deemed to create or constitute a joint venture or partnership between You and Moonshot. You shall indemnify, defend and hold harmless Moonshot from and against any losses that Moonshot incurs as a result of Your breach of his obligations under this provision.
8. **AUTOMOTIVE INSURANCE:** Moonshot does not provide insurance for personally owned vehicles. If You are using a personal vehicle during the Challenge, You are responsible for full auto insurance coverage (liability, comprehensive and collision). If You have an accident in a

personally owned vehicle while participating in the Challenge, Your personal policy would first pay damages on behalf of You. Moonshot's policy responds in excess of Your policy on behalf of Moonshot only. You should review Your policy to confirm coverage extends to the use of the vehicle on business. In the event You are required to operate a motor vehicle as part of the Challenge, You acknowledge that you possess a valid driver's license issued by the state or province in which You are a permanent legal resident.

9. **ACKNOWLEDGEMENT AND ASSUMPTION OF RISK:** You understand and acknowledge that participation in the Challenge may involve strenuous, physical, dangerous or hazardous activities. Nevertheless, You are voluntarily participating in these activities with knowledge of the danger involved and assumes any and all risks of personal injury. Moonshot has no obligation to provide or include you in Moonshot's worker's compensation insurance coverage.

10. **LIMITATION OF LIABILITY:** BY ENTERING THE CHALLENGE, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CHALLENGE, OR WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED THIRTY DOLLARS (\$30.00), BUT IN NO EVENT WILL ANY ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED THIRTY DOLLARS (\$30.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) YOUR REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND YOU IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

11. **ARBITRATION/DISPUTE RESOLUTION:** The parties to this agreement will submit all disputes arising under this agreement to arbitration in New York City, New York before a single arbitrator of the American Arbitration Association (AAA). The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in New York. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. No party to these Rules will challenge the jurisdiction or venue provisions as provided in this section. Nothing contained herein shall prevent the party from obtaining an injunction.

12. **WARRANTY/INDEMNIFICATION:** You certify that Your Participation and Your Film shall be wholly original in every aspect. You agree not to submit any entry that: (1) infringes any third party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; (2) includes any personally identifiable information; or (3) otherwise violates applicable law. To the maximum extent permitted by law, You agree to release, discharge and hold harmless Moonshot and HUDSY, and each of their respective directors, officers, employees,

agents, successors and assigns (“Released Parties”), from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to Your participation in the Challenge (including, without limitation, losses, damages or injuries to Your or any other person’s equipment or other property, or to their persons, related to participation in the Challenge; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property or other rights; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Challenge activity). Without limiting the generality of the foregoing, You agree that Released Parties: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Challenge, (b) other person or entity furnishing services, products or accommodations (“Suppliers”); and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iii) by any cause, condition or event whatsoever beyond the control of the Released Parties. You further agree to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Challenge and to release all rights to bring any claim, action or proceeding against Released Parties.

13. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Moonshot’s failure to enforce any term of the Rules will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the Challenge materials, the Rules shall prevail, govern and control.
14. **ELIMINATION:** Any false information provided within the context of the Challenge by You concerning identity, postal address, telephone number, ownership of right or noncompliance with these rules or the like may result in Your immediate elimination from the Challenge. Moonshot reserves the right to disqualify the entire Team. Moonshot further reserves the right at any time, including after the conclusion of the Challenge to disqualify any entry that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Rules.
15. **ENTIRE AGREEMENT:** These Rules together with any exhibits hereto supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and constitute the sole and only agreements between the parties with respect to the said subject matter contemplated herein. All prior negotiations and agreements between You and Moonshot with respect to the subject matter hereof are merged into these Rules. Each party to these Rules acknowledges that no representations, inducements,

promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in these Rules or any Exhibit and that any agreement, statement or promise that is not contained in these Rules or Exhibit shall not be valid or binding or of any force or effect.

16. **COUNTERPARTS; ELECTRONIC SIGNATURES:** These Rules may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. A signed copy of these Rules transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an originally executed copy of these Rules.

EXHIBIT A CHALLENGE GUIDELINES

BEFORE THE CHALLENGE:

- Team Leaders and team members are required to attend a pre-production meeting.
- The following pre-production work may take place:
 - Team Leaders will ensure that they have all necessary team members for their Teams. If not, they will find participants to add to any needed role. This is a non-union production and Team Leaders must notify any additional team members of the non-union status.
 - Team Leaders will ask their Teams for potential locations and secure several possible locations before the Challenge begins, so that depending on the script, Teams will have some location options.
 - Team Leaders will check in with their Teams to make sure they have all of the necessary equipment and borrow/rent any other equipment if needed.
 - Team Leaders and producers will work to get food donated for crafty if possible. If necessary, Team Leaders may ask participants to pack their own meals and/or chip in up to \$10 for food (applies to anyone on set), as well as \$20 for any other miscellaneous production expenses (applies to all Participants).

DURING THE CHALLENGE:

- The Challenge pre-production meeting will be held on Saturday, October 11, and the Challenge weekend will run from Thursday, October 16, through 11:59 p.m. on Sunday, October 19.
- All participants are required to attend a pre-production meeting and orientation on Saturday, October 11 (location to be determined in NYC). The Hudson Valley crew will have its pre-production on the same date at a location (TBD) in the Hudson Valley.
- On Saturday, October 11, Moonshot will reveal the genre assignments for each Team, as well as an additional element that must be incorporated. Because You won't know the genre or additional element ahead of time, no writing can occur before Saturday, October 11. The reveal will be done in person during the pre-production meeting at a location TBA in New York City. The reveal will also be streamed via a Zoom video (or similar platform) for the Hudson Valley Team members.
- Teams must pick up their equipment on Thursday, Oct. 16
- Filming for the Challenge runs from Friday, October 17, through Saturday, October 18.
- Editing for the Challenge runs from Friday, October 17, through Sunday, October 19.
- All actors on your Team must be given lead, named roles in your Film. Part of Your Challenge is writing meaty roles for these specific actors. You may, however, include other background actors/one-line actors if required by your script. These background actors could be outside of your team, or you could utilize other members of Your Team. All Film(s) must be between two (2) and ten (10) minutes long, including any credits.
- All Film(s) must have a title card in the credits reading **“This film was produced as part of the Moonshot Initiative.”** The film/s made in the Hudson Valley must have a title card in the credits reading **“This film was produced as part of the Moonshot Initiative and HUDSY.”**
- Teams must thank Moonshot Initiative and their partner organization(s) in the film's credits and use provided logos.

- Moonshot co-executive directors Katrina Medoff and Tracy Sayre must have top billing in the closing credits as Executive Producers and shall be afforded a card stating “Produced By.”
- Film(s) must be submitted to the Moonshot via a password-protected Vimeo link by 11:59 p.m. EST on Sunday, October 19, when the Challenge ends. This can be a low-resolution file, the “standard resolution” option on Vimeo.

AFTER THE CHALLENGE:

- All Teams that submit a completed film by 11:59 p.m. on Sunday, October 19, will have their films screened in front of an audience. This is a low-resolution version of the film with picture lock.
- Teams may make final tweaks to the sound, color, and score on Saturday, October 25, and Sunday, October 26.
- All Teams must submit a high-resolution screening version of the film to Moonshot by 11:59 p.m. on Sunday, October 26, to be used at the official premiere screening organized by Moonshot. No changes to the premiere screening version may be made after this time.
- The DCP version of the film must be sent to Moonshot by 8 p.m. on Sunday, October 26.
- The Team Leader must provide Moonshot with behind-the-scenes photos with photo credits by 11:59 p.m. on Sunday, October 26, following the Challenge.
- Team Leaders must submit the completed poster for the film by 11:59 p.m. on Sunday, October 26, following the Challenge.
- Team Leaders must list their film on IMDb by 11:59 p.m. on Sunday, October 26, following the Challenge.
- Teams must provide all RAW files to Moonshot by 11:59 p.m. on Sunday, October 26, following the Challenge. More information will be given during the Challenge.
- Teams are welcome (and encouraged) to make any further post-production edits that are needed to make their films festival ready after the completion of the Challenge and the Moonshot screening.

BEST PRACTICES WHEN APPLYING TO FILM FESTIVALS AND CONTESTS

- The Team Leader is the only Participant on each Team who may enter the Film into festivals and contests, unless the Team Leader grants authorization to another Participant. If the Team Leader designates another Participant to fulfill this duty, the Team Leader must make Moonshot aware of this change.
- The team should, at minimum, enter the Film into all festivals and contests that the Moonshot has secured free submission waivers for.
- If there is a cash prize it is to be reinvested in Moonshot.
- If a festival or contest results in a meeting to discuss development of the Film, or if a meeting comes about through any other means, the Team Leader must notify Moonshot so that they can be present in the capacity as a Producer.
- Moonshot is not required to pay for film festival submissions.

INSURANCE

- For clarity, Moonshot does not provide any other insurance to You other than what is contemplated herein. Furthermore, Moonshot for any reason whatsoever, at its sole discretion, may not extend its insurance coverage to You. If Moonshot decides not to extend Insurance coverage to You, it shall notify you in a reasonable time after Your request.

- Should any Teams rent equipment in the production of the Film or would like their equipment insured for the duration of their participation in the Challenge, Moonshot will provide documentation to that respect for the length of the Challenge.
- In order to be named as an additional insured under Moonshot's insurance policy or obtain a Certificate of Insurance to provide a rental company, Team Leaders must submit a list of equipment that Participants will bring to set, notating the Fair Market Value and replacement value of each equipment piece.
- Further, You, the owner, of equipment must follow the below rules:
 - Bring equipment home every night and secure equipment in a safe location; but no less than a reasonably secure place;
 - If You seek damages or replacement costs for the insured equipment, You shall be responsible for paying the \$2,500 deductible. Please note that Moonshot's insurance coverage is limited to \$1,000,000.
- For clarity, if the equipment is damaged or lost by a third party, You are still responsible for paying the deductible.
- If You or Your Team use Moonshot insurance for a location, the Team shall still be responsible for any damages incurred during the Challenge.
- For the avoidance of any doubt, You must practice caution during the Challenge. You may not put yourselves or anyone else participating in the Challenge in any physical harm.

MOONSHOT IS NOT RESPONSIBLE FOR ANY INJURIES, ACCIDENTS, DEATHS, OR DISMEMBERMENTS THAT MAY OCCUR DURING THE CHALLENGE.

PLEASE REMEMBER:

- The Film must be original work and created solely by the participants for the Challenge. Further, the participants must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any third-party person or entity.
- The Film must not contain any clearly visible commercial content or logos of any entity other than Moonshot's logo, and their partners.
- No background artwork should appear in the film unless it is an original work of the participants. Any artwork, murals, etc. that can be seen in the film must be created solely by the participants or one of the participants must be the sole owner of all copyright interests therein.
- The participants must have all rights, clearances, permissions, approvals and/or consents necessary for their film, including, but not limited to, music rights, releases from all persons appearing in the film, location releases for all recognizable locations, and releases from who participated in production of the film.