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# LOWER MANHATTAN'S FILMMAKER IN CHIEF DREAM JOB CONTEST 2024

## Official Rules

### NO PURCHASE IS NECESSARY TO ENTER OR WIN

- 1. CONTEST ENTRY START/END DATES:** The Lower Manhattan's Filmmaker in Chief Dream Job Contest ("Contest") is sponsored by the Alliance for Downtown New York, Inc. (the "Downtown Alliance" or "Sponsor"). The Contest is open to applicants starting on January 16 to 11:59:59 pm Eastern Time on February 16, 2024 ("Contest Period").
- 2. ELIGIBILITY:** The Contest is open to legal residents age 18 and older of the 50 United States, District of Columbia, Puerto Rico, the US Virgin Islands and other United States territories and possessions. All entrants must have a valid social security number or a valid U.S. personal tax identification to participate and the right to work in the United States. Employees, officers and directors of the Downtown Alliance, Mint House, Inc., and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. The Contest is governed by the laws of the State of New York, U.S.A. The Contest is void where prohibited by law. All federal, state and local laws and regulations apply.
- 3. CONTEST OBJECTIVE:** The Downtown Alliance seeks a filmmaker to create an original short film (up to a standard requirements for a PG-13 rating, between 8 and 40 minutes total run time) based in Lower Manhattan (the "Film"). Lower Manhattan must serve as either the location, the backdrop, or in some key way play a role in the Film. In order to shoot the Film, the Contest winner, selected by and retained through an agreement with the Downtown Alliance, must be available to live full-time in extended stay and/or other hotel properties selected and paid for by the Downtown Alliance in Lower Manhattan for a two-month period either starting July 1, 2024 through August 30, 2024 or August 1, 2024 through September 30, 2024.
- 4. CONTEST ENTRY:** To enter the Contest, you must (i) create a one minute video that tells us who you are and why you are our Filmmaker in Chief AND (ii) submit a film treatment that is roughly 3-5 pages and with links to previous work. Your introductory video must be uploaded to YouTube, and your treatment + past work PDF must be submitted to the form found at [filmdowntown.nyc](http://filmdowntown.nyc), the Contest submission page. For further details and Contest information, visit [www.downtownny.com/filmmaker](http://www.downtownny.com/filmmaker). By entering the Contest, you acknowledge and agree to be bound by these Official Rules, by Sponsor's Privacy Policy at <https://www.downtownny.com/privacy-policy-terms-of-use>, any other relevant rules, policies or regulations, and the decisions of Sponsor, which will be final and binding in all matters relating to the Contest.

Entry must be the new and original work of the contestant, must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person and must not violate any law, rule, regulation or these Official Rules.

Limit one (1) entry per person. You must have a valid email address to enter; an email address is free. Odds of winning depend upon the number of entries received.

Contestants who are named finalists must be available for interview(s) in person or via video chat with the Downtown Alliance during the week commencing February 19, 2024. The winner of the Contest will be required to execute Sponsor's form of agreement.

By submitting an entry, contestant hereby grants permission for (i) the entry to be posted on [www.downtownny.com](http://www.downtownny.com) and other websites, applications or social media platforms (including those of Sponsor) and (ii) for Sponsor to splice and use clip(s) of your entry for a sizzle reel(s), which may be posted as described in (i) and/or used for programming, advertising, publicity, marketing and promotional purposes. Contestant agrees that Sponsor is not responsible for any unauthorized use of entry materials by third parties. Sponsor does not guarantee the posting of any entry. Winner will be required to work with Sponsor and be available for interviews and/or press events related to the Contest, the period of this engagement and the Film.

Sponsor reserves the right to disqualify any entry for any reason, in its sole and absolute discretion.

5. **JUDGING CRITERIA:** All entries will be judged based on a predetermined set of standardized criteria. Out of all entities, five finalists will be chosen to appear to a panel of judges comprised of Cultural Leaders based in Lower Manhattan and New York City. The ideal winner will demonstrate previous experience producing and directing short films.
6. **FINALISTS:** Following the Contest Period, the top five scoring entries will be named finalists and will be invited to interview in person or via video chat with the Downtown Alliance and its representatives during the week of February 22, 2024. All finalists will be required to send their video entry directly to Sponsor and Sponsor shall retain a non-exclusive license, in perpetuity and at no cost, to publish, use, (re)post and (re)tweet such video for all programming, advertising, publicity, marketing and promotional purposes (not commercial) in all media throughout the universe. After the interviews, the top scoring contestant will be declared the Contest winner ("Winner"). In the event of a tie, Winner will be determined based on the judges' sole and absolute discretion. **Judges' decisions are final and binding.**
7. **WINNER NOTIFICATION:** Winner will be notified by email and phone on or about March 1, 2024, and will be required to provide a mailing address and valid social security number or valid U.S. personal tax identification. At the discretion of the Sponsor, Winner may be disqualified for any of the following reasons: if charged with or convicted of a felony or misdemeanor, or is not eligible based on eligibility requirements set forth above. In the event it is determined that Winner has not complied with these Official Rules, has failed to execute and return Sponsor's form of agreement or any other required documents within the specified time period, has made false statements or is not responsive to Sponsor, Winner will be disqualified and, at Sponsor's sole discretion, the finalist with the next highest Contest score may then be declared the alternate Winner.
8. **PRIZE:** Winner will be hired by the Downtown Alliance as a consultant and shall live full-time while shooting the Film in extended stay and/or other hotel properties selected and paid for by the Downtown Alliance in Lower Manhattan for a two-month period starting July 1, 2024 through August 30, 2024. Winner will be provided a total amount of up to \$50,000 (Fifty Thousand Dollars) for expenses directly required for the production of the Film. All such expenses will be accounted for by receipts and provisionally approved in a pre-production budget provided by Winner. Additionally, Winner will be paid a fee for services of \$2,000 (Two Thousand Dollars) per month for the two-month engagement. Additional expenses such as meals and hotel expenses (room service, movie rentals, bar charges, etc.), other than the nightly room charge, are not included in the Prize.

Further, the Downtown Alliance will endeavor to provide some or all of the following benefits to Winner, if possible: a premiere location for the Film; assistance with festival entries for the Film; and assistance with New York City location permits for shooting the Film.

Winner may, in its sole discretion, raise additional funds for the production of the Film so long as there is no commercial or product placement whatsoever in the Film and such additional funding does not become an aspect of the Film in any way. Further, any additional funding sources will not be granted Film production approval rights.

Winner will be responsible for most aspects of producing the Film; the Downtown Alliance shall have all final Film production approval rights, including script and cast. Winner agrees to execute Sponsor's form of agreement and any additional documents requested by Sponsor in connection with the awarding of the Prize. Terms and conditions include, without limitation, that the Film shall be owned by the Downtown Alliance, with a non-exclusive license to Winner to use the Film. Winner will be required to work with the Downtown Alliance and be available for interviews and/or press events related to the Contest, the period of this engagement and the Film. Additional terms related to the Contest and the engagement for the Winner are at [www.downtownny.com/filmmaker](http://www.downtownny.com/filmmaker).

- 9. GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Contest; and (b) to the use of his/her name, address (city and state), voice, performance, photograph, video, image and/or likeness for editorial, administrative, programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of Sponsor, which it may withhold in its sole discretion. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if the Contest cannot take place or if the Prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather, public health or other states of emergency, or acts of terrorism.
- 10. LIABILITY:** BY PARTICIPATING, ENTRANTS AND THE WINNER AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ALLIANCE FOR DOWNTOWN NEW YORK INC., FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. THE FOREGOING LIABILITIES ARE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 11. ADDITIONAL TERMS:** Sponsor is not responsible for lost, late, incomplete, damaged, inaccurate, illegible, stolen, delayed, misdirected, undelivered or garbled Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the drawing for the Prize, the announcement of the Prize, or the incorrect uploading of any Contest-related materials. Sponsor is also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in

the Contest. Sponsor is not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or the applications or websites of Sponsor, or who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect entries received prior to action. Notwithstanding the foregoing, Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these rules otherwise remain in full force and effect and enforceable. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S WEBSITES OR APPLICATIONS OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- 12. SPONSOR'S AGREEMENT:** Sponsor's agreement with Winner will require that Winner not commit any act which brings Sponsor into public disrepute, contempt, scandal, or ridicule, or which insults or offends the general community to which Sponsor's marketing or promotional materials are directed, or which might tend to harm Sponsor or any of Sponsors's services. Any material produced by Winner during the course of its engagement with Sponsor shall not contain any content (i) which it knows or suspects (or ought reasonably to have known or suspected) to be false, misleading or deceptive, (ii) any content that is indecent, discriminatory, or offensive or contains or promotes aggressive or illegal behavior or indecent imagery, (iii) any content that violates the privacy rights, contract rights, intellectual property rights or other rights of any person, corporation or entity or (iv) any content which is not consistent with Sponsor's values.
- 13. GOVERNING LAW:** THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.
- 14. USE OF DATA:** Sponsor will be collecting personal data about entrants in accordance with its privacy policy. Please review Sponsor's privacy policy at <https://downtownny.com/privacy-policy/>. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.
- 15. WINNER LIST:** Winner will be announced in a website or social media posting.
- 16. SPONSOR:** Alliance for Downtown New York, Inc., 120 Broadway, Suite 3340, New York, NY 10271.