

SEE YOURSELF HERE Online Video Contest

TERMS & CONDITIONS

1. APPLICATION OF THESE TERMS & CONDITIONS The following terms and conditions (the “Terms”) govern the submission of a short video (the “Video”) to Toronto Reel Asian International Film Festival© (“Reel Asian”) for consideration for the 2018 SEE YOURSELF HERE Video Contest (the “Video Contest”). To the extent that this document is inconsistent with any other document pertaining to the Video Contest prepared by Reel Asian or anyone else, these Terms will take precedence. Any questions about these Terms should be directed to seeyourselfhere@reelasian.com.

2. SUBMISSION AGREEMENT By submitting a Video to Reel Asian for consideration in the Video Contest, the submitter (the “Applicant”) represents that she or he has obtained consent from any and all persons whose consent is required to submit the Video to Reel Asian for the purpose of the Video Contest (the “Video Owners”), and has read, understood, and agreed to the Terms. Reel Asian may disqualify or reject, but is not required to do so, any submission that it determines in its sole discretion, is not in compliance, in whole or in part, with these Terms.

3. SUBMISSION ELIGIBILITY Videos that do not meet the eligibility requirements should not be submitted and will not be considered by Reel Asian. No purchase necessary. The Video must be submitted to Reel Asian in accordance with these terms between Monday, August 13th, 2018 at 10:00am EST and Thursday, August 30th at 11:59pm EST (the “Submission Period”). The Video Contest is open to all residents of Canada, excluding the province of Quebec, who have reached the age of majority in their province or territory of residence by the beginning of the Submission Period. Applicants must have a Public Instagram account from the start of the Submission Period through to November 16, 2018. The Video submitted must be sixty (60) seconds in length or shorter. The Video must highlight at least one theme provided by Reel Asian, available at reelasian.com/SeeYourselfHere (starting August 13, 2018). The Video must be completed between January 1, 2017 and July 30, 2018. At least one (1) key role in the Video must be filled by someone of East Asian, Southeast Asian or South Asian descent (for clarity, key role means the roles of Director, Cinematographer, Director of Photography, Lead Actor, Lead Actress or Screenwriter, each a “Key Role”). All Video Owners in Key Roles must be over the age of majority in their province or territory of residence at the time filming of the Video commences. Videos can be in any language but must include English subtitles if not in the English language. Applicant must follow Reel Asian’s Instagram account at [Instagram.com/reelasian](https://www.instagram.com/reelasian) from the start of the Submission Period through to November 16, 2018. To submit a Video, the Applicant must upload the Video to his or her Instagram account with hashtag #ReelAsianHere. In addition, the Applicant must also complete the Submission Form hosted on reelasian.com/SeeYourselfHere (available starting August 13). Failure to comply with these Terms may result in disqualification from the submission process.

4. SELECTION Reel Asian will consider for the Video Contest all eligible Videos that have been submitted by the above deadline and in accordance with these Terms. Nothing in these Terms or otherwise requires Reel Asian to select for the Video Contest any of the Videos submitted through the process outlined in these Terms. All selection decisions are at the sole and absolute discretion of Reel Asian, and are final and unreviewable. Reel Asian is not required to provide any feedback, comments or reasons, or any other information, regarding the selection or non-selection of any submitted Video or the process by which Videos are or have been selected. Reel Asian is not responsible or liable for: (i) its selection decisions; (ii) the contents of any internal comments or feedback regarding the Video that are or may be obtained from the Applicant or anyone else; (iii) any communications by any representative of Reel Asian relating to the Video or the Video Contest selection process; (iv) the manner in which the Video shall be, is or was considered and reviewed; or (v) any failure on the part of Reel Asian to provide the Applicant or anyone else with information

concerning Reel Asian's consideration and/or review of the Video. Reel Asian will notify by September 12, 2018 all Applicants who have been shortlisted for final consideration in the Video Contest. Reel Asian will contact Applicants using the contact information provided in the Submission Form. Applicants are responsible for providing correct and functional contact information. Reel Asian is not responsible for any failed attempts to contact Applicants using the contact information provided.

5. INTELLECTUAL PROPERTY, LEGAL CLAIMS AND INDEMNITIES By submitting the Video to Reel Asian, the Applicant hereby warrants and represents that: (i) the Video is wholly original and is not copied from and does not include any other work that is the subject of copyright or other protection, unless such work is in the public domain or the Applicant has obtained any and all consents, releases, licenses, and other authorizations or waivers of any kind necessary for the inclusion or reproduction of any person, character, location, thing, trade-mark, sound recording, musical composition or other work in the Video; (ii) the Video does not defame any person or violate the common law or statutory rights, including, without limitation, the rights of privacy and publicity or any other right of any person; (iii) the Video is not the subject of litigation nor, within the knowledge of the Applicant, is there any threat of litigation; (iv) there are no agreements, nor will there be any agreements made subsequent to the date of this Video submission that would or could have the effect of impairing the Applicant's ability to provide the Video as contemplated herein, or otherwise conflict with any provision of these Terms; and (v) the Applicant has the full right, power and authority to submit the Video to Reel Asian for Video Contest consideration, and to grant all of the rights granted hereunder and in the registration form, and there is no obligation or disability which would in any way impair, restrict or impede the Applicant from complying with these Terms and fully performing all obligations pursuant to the submission and these Terms. The Applicant agrees to indemnify and hold harmless Instagram, Facebook Inc., Reel Asian, and their respective licensees, successors and assigns, as well as each of their members, officers, directors, employees, agents, representatives, associates and affiliates (each, a "Releasee"), from any claim, suit, action or other proceeding brought against a Releasee and from any losses, costs, or damages, including the Releasee's full legal costs, which it may have suffered or incurred or may suffer or incur, directly or indirectly based on, in connection with, or arising from the Video Contest or use of the Video submitted by the Applicant or the breach or alleged breach of any representation, warranty or other agreement made by the Applicant in these Terms. By submitting an Video to Reel Asian, the Applicant hereby releases Reel Asian from any and all liability in the event of theft, unauthorized access or copying, or any breach of copyright of the submitted Video while it is in Reel Asian's possession. By submitting a Video to Reel Asian for the Video Contest, the Applicant understands, agrees and acknowledges that the Video Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook Inc.

By submitting the Video to Reel Asian, the Applicant hereby grants Reel Asian, its successors, assigns and licensees a non-exclusive irrevocable, royalty-free license to incorporate, use and reproduce the Video in whole or in part, in any manner and in all languages, editions, derivations, formats and media, whether now known or hereinafter devised in all territories throughout the world, in perpetuity for various purposes in connection with and promotion of the Video Contest, Reel Asian's charitable mandate and in connection with the activities and ancillary products of Reel Asian, its affiliates, partners, and sponsors.

The Applicant hereby waives in favour of Reel Asian and its successors, assigns and licensees, as well as each of their members, officers, directors, employees, agents, representatives, associates and affiliates, all moral rights of whatsoever nature in and to the Video and any right to inspect and/or approve any advertising or promotional materials that may be used in connection with its use by Reel Asian as expressly permitted hereunder. The Applicant also represents that it has obtained a waiver of moral rights from all Video Owners in favour of Reel Asian and its successors, assigns and

licensees, as well as each of their members, officers, directors, employees, agents, representatives, associates and affiliates, as required to comply with these Terms.

6. PRIZES Only two (2) prizes are available to be won (each, a “Prize”):

6.1 GRAND PRIZE (“Grand Prize”) is

- One (1) roundtrip flight in Economy class for the winning Applicant (Maximum value of \$1,000.00) from their province/territory of residence to Toronto, Ontario, Canada for the Toronto Reel Asian International Film Festival (November 8, 2018 to November 16, 2018) (the “Festival”). Departure and return dates are dependent on the screening schedule of the Video. Transportation to the departure city and airport, as well as other travel expenses such as extra meals, transportation, personal expenses, etc are at the Applicant’s own expense.
- A three (3) night stay at a hotel selected by Reel Asian in Toronto, Ontario, Canada (Maximum value of \$360)
- Theatrical premiere of the Video before a film program screened at the 2018 Festival. (Maximum value of \$100).
- All-access badge to experience the Festival (Maximum value of \$60)
- The maximum value of the Grand Prize is \$1,520.00. Should the costs of the Grand Prize total less than \$1,520.00, there will be no remittance of money in cash or as a credit for the difference.

6.2 AUDIENCE CHOICE AWARD (“Audience Choice”) is

- Theatrical premiere of the Video before a film program screened at the Festival. (Maximum value of \$100).
- The maximum value of the Audience Choice is \$100.00. Should the costs of the Audience Choice total less than \$100.00, there will be no remittance of money in cash or as a credit for the difference.

6.3 Prizes must be accepted as awarded and are not convertible to cash by Applicant. In case of unavailability of any Prize, to accommodate for a disability, or for any other reason and in Reel Asian’s sole discretion, Reel Asian reserves the right to substitute any Prize, or part of any Prize, as deemed necessary.

7. ODDS OF WINNING Odds of winning depend on the number of entries received.

8. GENERAL RULES Employees of the Festival are not eligible to participate nor win a Prize in this Video Contest. By accepting a Prize, Applicant releases the Releasees from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession and/or use or misuse of any Prize and acknowledges that the Releasees have neither made nor are in any manner responsible or liability for any warranty, representation or guarantee, express or implied in fact or in law. Reel Asian reserves the right to suspend, cancel or modify the Video Contest at any time, if it determines that for any reason the Video Contest cannot be run as originally planned or for any other occurrence compromising the fairness or integrity of the Video Contest. By accepting the Prize, the Applicant agrees, without receiving any notice or additional compensation, to the use of their name, city, province, voice, comments, photographs and/or other likeness for advertising and promotional purposes by Reel Asian. This Video Contest is subject to all applicable federal, provincial and municipal laws, regulations and by-laws.

The Video Contest is administered by Reel Asian. Reel Asian assumes no responsibility for entry forms that are received after the Submission Period, lost, stolen, misdirected, illegible, incomplete, falsified, altered or destroyed, and such forms shall be deemed null and void. Reel Asian will assume no responsibility for any problem, failure or technical malfunction of a network line, online computer

system, peripheral telephone, software, server, provider, email or browser or any other technical malfunction that may occur, including, but not limited to, a problem of the transmission or non-transmission of an entry form, for any reason whatsoever. Reel Asian is not responsible in any way for erroneous or inaccurate information, whether caused by website users or by the equipment and/or programs associated with or used by the Video Contest or by a technical or human error that may have occurred in conducting the Video Contest, including in the processing of entry forms. Reel Asian assumes no responsibility for any error, omission, interruption, loss or fault relating to operation or transmission, failure of communication lines, loss or destruction or prohibited access to or modification of the entry forms. Reel Asian is not responsible for any injuries or damages that may result from the holding of the Video Contest. All entry forms become the property of Reel Asian and will not be returned to the Applicants. Reel Asian reserves the right to destroy all the documents pertaining to the Video Contest once the retention period as required by law has expired. Reel Asian reserves the right, at its sole discretion, to cancel, modify or postpone the Video Contest at any time, without prior notice, if any factor prevents the holding of the Video Contest pursuant to these Terms or in accordance with any law, regulation, by-law or policy of any entity having jurisdiction over Reel Asian. By entering the Video Contest, the Applicant acknowledges having read and understood these Terms and agrees to be bound by them and to comply with them. The Applicant declares that the Terms are understandable and that the Applicant has been given the opportunity to consult with legal counsel regarding these Terms.

9. PERSONAL INFORMATION By entering the Video Contest, the Applicant expressly consents to (a) Reel Asian, its agents and/or representatives, storing, sharing and using for the purpose of administering the Video Contest the personal information submitted by the Applicant to Reel Asian; and (b) receiving marketing and promotional information from Reel Asian (unless the Applicant indicates otherwise on the Submission Form) and acknowledges and agrees that use of such personal information by Reel Asian shall be in accordance with Reel Asian's privacy policy.