

SOHOMD VIDEO CLIP CONTEST

Rules and Guidelines

SohoMD is holding a monthly Video Clip submission contest (the “Contest”) focusing on mental health and wellness!

As an entrant in the Contest, whereby your video clip submission will be reviewed and considered for certain cash prizes, you hereby agree to comply with Rules and Guidelines set forth herein.

❖ **Entry Requirements**

- o **Eligibility:** The Contest is open to all with a U.S. address. There is no entry fee.
- o **Deadline:** Entries must be submitted by the last day of the month to be considered for the current month’s contest.
- o **Subject:** Videos must focus on a mental health and wellness concept.
- o **Duration:** Videos must be no longer than 1 minute in duration
- o **Video format:** Videos must be submitted in a format that will allow them to be viewed on the contest platforms of: Youtube, Instagram and Tiktok.
- o **Originality:** Videos must be original and unpublished works. Videos may not appear on any public website or be made available to the public during the contest’s duration.
- o **Language:** Videos in all languages are accepted; videos not in English must include English subtitles.
- o **Video Submission:** Submission must be completed at the designated form on the contest page.
- o **Number of submissions:** We limit entries to one per participant, and submitting multiple entries will disqualify you from the contest. The number submissions from the same contestant is limited to 3 a year.
- o **Termination:** SohoMD reserves the right, at its sole discretion, to consider ineligible any video and disqualify the entrant, or to cancel, terminate, modify, or suspend the Contest in whole or in part and without prior notice at any time.

❖ **Prizes**

The SohoMD will determine the first, second and third prize winners based on the submissions received each month. The cash prizes will be as follows:

- o **First Place: \$1000**
- o **Second Place: \$500**
- o **Third Place: \$250**

Other than being considered for one of the above prizes, SohoMD shall have no other obligations to the entrant for use of the submitted material.

❖ **Screening and Judging Criteria**

The decisions of SohoMD are final and binding, and not subject to appeal. SohoMD will first screen the videos for quality, appropriateness and compliance with these Rules and Guidelines. SohoMD suggests that entrants focus on the following qualities: creativity, humor, intelligence and filmmaking technique. SohoMD will ultimately determine the winning videos based on the level of interaction they receive on social media platforms, such as the highest number of likes.

❖ **Privacy / Disclaimer of Liability**

Information provided to enter the Contest will not be sold to third parties but may be shared as may be necessary for the purposes of conducting and judging the Contest or making use of the submitted video as permitted by these Rules. SohoMD, its affiliates, and employees in connection with this Contest may from time to time contact entrants via email concerning the Contest, and each entrant consents to receiving such communications via email.

By submitting any video for the Contest, the entrant acknowledges and agrees that any video submitted may be made available for viewing, voting and comment on by the public, and understands that comments with which the entrant disagrees or are unhappy about may be published or otherwise become associated with any submitted video. Entrants hereby waive any privacy expectations that they may have with respect to any video submitted to the Site.

Entrants further agree that SohoMD is released and discharged from and against all and any costs, claims, damages, liabilities, and expenses of any sort arising out of, or generally relating to: submission of the material for the Contest and participation in it. SohoMD is not responsible for technical failures of any kind, including without limitation any problems or delays arising from any technical, software, equipment malfunctions, computer viruses, or congestion, any other technical, equipment, or human errors of any kind with regards to the administration of the Contest, or any damage or alteration to the entrants' video that may occur in connection with the uploading or display of the video.

❖ **Content and Conduct**

All entrants of the Contest shall not submit any video(s) that in whole or in part violates or infringes in any way upon the rights of others; which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights; vulgar, obscene, profane, contains morbid images, or otherwise objectionable material; which encourages conduct that would constitute a criminal offense; gives rise to civil liability or otherwise violate any law, including, but not limited to, HIPAA; or which contains any advertising or any solicitation with respect to products or services.

❖ Rights and Clearances

o **Proprietary Rights:**

Submitted videos must be the original work of the entrant and must not infringe upon the copyrights, trademarks, and rights of privacy, publicity, or any other proprietary rights of a person or entity, and may require: location releases for footage shot at any location; name, voice, and likeness releases for any person whose name, voice, likeness, and/or feature appears; releases for the use of any props, set dressings, and other materials used; releases from any individuals participating in the production of the video and releases for any other audio and/or audio-visual materials not wholly owned by the entrant that are used.

o **Minors:**

If any person(s) appearing in any video is (are) under the age of 18, entrants must obtain the original signature of a parent or legal guardian before submitting the video. Entrants less than 18 years of age, must provide parents' consent.

o **Rights Granted to SohoMD:**

Entrant grants to SohoMD a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, display, reproduce, edit, publish, translate, and distribute the submitted video (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed for the full term of any copyright and renewal that may exist in such material (the "SohoMD Rights"). If the video contains any material or elements not owned by the entrant and/or are subject to proprietary rights of third parties, the entrant hereby automatically grants or warrants that any third parties owning material included in the submitted video, has(ve) expressly granted to SohoMD the SohoMD Rights. The entrant shall bear the sole liability for, and hereby indemnifies SohoMD from, any claims or damages resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission.

❖ Governing Law

The Contest and these Rules and Guidelines shall be governed by the laws of the state of New York, which shall be the proper venue for any claim, suit, or dispute arising from the Contest and participation therein, and these Rules and Guidelines.