



TERMS & CONDITIONS



General

1. Welcome to the 'Your Worst Nightmare' Community Halloween Contest" competition (hereinafter: "Competition") organized by FXhome Ltd whose registered office is at Suite 4, 27 St Giles Street, Norwich, Norfolk, UK, NR2 1JN. (hereinafter: "FXhome").
2. Your task is to create a short horror clip or film that lasts between 30 and 60 seconds that incorporates one of the audio assets provided by FXhome and Artlist (hereinafter: "Video").
3. The Video must start with a shot of the actor waking up and finish with a cut to black
4. The Video must contain no disturbing imagery, torture, or gore. Keep it PG-13 rated.
5. FXhome reserves the right to decide whether a Video may not participate in the Competition at its sole discretion and for any reason and may disqualify a Video that FXhome believes might defame any person or entity and/or infringe upon, misappropriate and/or violate the rights of any person or entity or promote of improper objectives.
6. The decision of whether a Video will participate or not will be solely made by FXhome and shall be final.

Participation

7. In order to participate, you need to register for the Competition by filling up the registration form at fxhome.com/halloween-contest and send your Video to competitions@fxhome.com.
8. You must provide your email address in the registration form to receive the asset pack via email. The assets are downloaded via a pack on the FXhome website.
9. Your submission email must have the subject line of '**Your Worst Nightmare**' with your name and age listed in the body of the email.
10. FXhome will bear no responsibility in case a Video was not received to FXhome for whatever reason.



11. Multiple Videos from the same person will not be accepted and the first Video received will be taken as the only Video. Any Videos received thereafter will not be considered.
12. By registering for the Competition and submitting a Video you accept all these terms and conditions and agree to be bound by them.
13. The Video is an original work that has not been previously made for any other purpose. Projects that have been entered into another competition at any point in the past - or made with the intention of entering into another competition at some point in the future - will not be considered.

Time Table

14. Launch: Thursday, September 30th at 08:00 PDT;
15. The closing deadline to submit your Video is Sunday, October 24th at 23:59 PDT. Any Videos received after this time will not be considered.
16. The winner(s) will be announced on the FXhome YouTube, Twitch, and Facebook channels (via livestream on Thursday, October 28th at 18:00 BST).

Eligibility

17. You must be 18 years of age or older on the closing date of video submission. Participants under the age of 18 must provide us with written consent from their parent(s)/guardian(s) approving their participation and accepting all the Terms & Conditions.
18. Employees of FXhome and Artlist and their close relatives are not eligible to participate.
19. You must fulfill all the terms and conditions of participation.
20. There is no entry fee and no purchase necessary to enter this competition.

Winners selection

21. The videos will be judged in the first phase by a panel of judges appointed by



FXhome from among its employees who will determine the top 10-20 videos. The videos selected in the first stage will be judged in the second phase by a panel of external judges, who will determine the three videos that win the first place.

22. The criteria to be considered in selecting the winning videos will include Narrative, Atmosphere, Uniqueness, Direction, overall quality, and any other relevant criterion that the judges will find fit.

23. Purchases of software do not increase the entrant's chances of winning.

24. All panel decisions will be final in every situation and you will not have any claim or demand about it.

25. The winners will be notified by email and/or DM on Twitter/Instagram/Facebook/YouTube.

26. If any winner cannot be contacted or does not respond to claim its reward within 3 days of notification, FXhome reserves the right to withdraw the reward and pick a replacement winner.

27. It's your responsibility to track the Competition results. FXhome will make all reasonable efforts to reach the winner before any prize is withdrawn.

28. FXhome shall have no liability for your failure to receive notices due to the provision of incorrect or otherwise non-functioning contact information.

29. FXhome will not notify the winner when and where the reward is delivered.

Awards and Prizes

30. The 1st place winner will receive the following prizes:

- a. \$5000
- b. 1-year HitFilm Pro Suite license
- c. 1-year Artlist subscription.
- d. 1-year Artgrid subscription (Junior HD plan)



31. The 2nd place runner-up will receive the following prizes:

- a. \$2500
- b. 1-year HitFilm Pro Suite license
- c. 1-year Artlist license
- d. 1-year Artgrid subscription (Junior HD plan)

32. The 3rd place runner-up will receive the following prizes:

- a. \$1000
- b. 1-year HitFilm Pro Suite license
- c. 1-year Artlist license
- d. 1-year Artgrid subscription (Junior HD plan)

34. All cash rewards will be transferred by FXhome to the winners through their bank accounts.

35. Winners of cash rewards must provide FXhome with complete and correct bank account details. The details of the accounts will be provided to FXhome after the announcement of the winners.

36. Winners of a cash rewards under the age of 18 will be required to provide FXhome a written consent from their parent(s)/guardian(s), to the satisfaction of FXhome, to receive the cash reward as well as a their written confirmation of the account details to which the cash reward should be transferred.

37. FXhome will not bear any responsibility for the provision of incorrect and/or complete account details.

38. You will bear all liability imposed on you by any law for any duty or payment of all taxes applying to you consequent upon participating in the competition and/or winning any of the prizes.



Warranties and Obligations

39. By submitting the Video you assign and transfer to FXhome all copyrights in the video as well as all now known or hereafter existing rights of every kind and nature throughout the universe in perpetuity and in all languages, pertaining to the Video. To the extent any Video is not deemed to be exclusively owned by FXhome, you hereby make a full, irrevocable assignment, in perpetuity, to FXhome of all such Video. If any Video is not assignable to FXhome, you hereby grant to FXhome a perpetual, irrevocable, fully paid-up, royalty-free, fully transferable, sublicensable, exclusive, worldwide right and license, free from any liens or encumbrances, to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of, otherwise enhance or modify, synchronize and otherwise exploit all or any portion of such Video.
40. You hereby unconditionally and irrevocably waive the enforcement of "droit moral" rights, "moral rights of authors" or any similar rights with respect to attribution of authorship or integrity relating to the Video against FXhome and its exhibitors, broadcasters, publishers, licensees, users, and other distributors.
41. You represent and warrant to FXhome that: (a) your participation in the Competition and your obligations in accordance with these Terms and Conditions do not and will not violate, conflict with, or result in a breach under any other agreement to which you are a party or by which you or the Video is/are or may become subject or bound; (b) you have all necessary rights to grant the rights and perform your obligation under this Terms and Conditions without any third party participation or approvals; (c) you will not grant any rights under any future agreement, nor will it permit or suffer any new lien, obligation, or encumbrances that will conflict with the full enjoyment by FXhome of the rights granted to FXhome under this Terms and Conditions; (d) you have and will have all requisite ownership, rights, and licenses to fully perform your obligations under this Terms and Conditions and to grant to FXhome all rights with respect to the copyrights, trademark rights and other intellectual property and/or proprietary right of any third party granted under this Terms and Conditions, free and clear of any and all agreements, liens, adverse claims, encumbrances, and interests of any person or entity; (e) you will not, without the FXhome's prior written consent, incorporate any third party materials into any Video, except for shots and music/sfx included in the package provided by FXhome in (f) no part of the Video shall or will defame any person or entity and/or infringe upon, misappropriate and/or violate the rights of any person or entity, including, without limitation, any Intellectual Property Right(s),



right(s) of privacy and/or right(s) of publicity of any third party; and (g) the Video shall comply with the requirements of this Terms and Conditions;

42. You hereby unconditionally and irrevocably waive any claim or demand for any improper use of the Video and/or the manner of presentation of the Video, as well as regarding any matter related to the Competition, inclusive of, without limitation, its operation, Terms and Conditions and any other matter related thereto
43. You shall indemnify, defend and hold harmless FXhome and its affiliates, and its and their respective directors, shareholders, officers, agents, employees, licensees, judges of the panel, successors and assigns from and against any and all damages, costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by a third party arising out of, relating to and/or in connection with, directly or indirectly, (a) any breach or alleged breach of any of the representations and/or warranties made by you under this Terms and Conditions; (b) any breach or alleged breach of this terms and Conditions by you;
44. You agree that FXhome will be entitled to use your name and/or image and/or photos, quote, and winning material for presentation and promotion of the Competition and announcement of the winners in any publicity material including emails, live streams or YouTube videos for the HitFilm community, if and to the extent FXhome may desire, at its exclusive discretion.

Privacy

45. This promotion is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Twitter, YouTube, Instagram, or any other social network.
46. You are providing your information to FXhome and not to any other party. The information provided will be used in conjunction with the following Privacy Policy found at <https://fxhome.com/privacy>.

Miscellaneous

47. FXhome reserves the right to modify or cancel the Competition or any of the arrangements, schedules, or other items directly or indirectly related to the Competition, at any time and for any reason if deemed necessary in its opinion without notice.



48. FXhome's decision in respect of all matters to do with the Competition will be final and no correspondence will be entered into.
49. Any notice sent by email to the email provided by you will be considered to have reached its destination and read within 24 hours from its dispatch and will be considered as lawful service for any purpose and intent.
50. The Competition and these Terms and Conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England.