ComEd Bronzeville Film Festival Official Contest Rules

November 2019

NO PURCHASE NECESSARY TO ENTER OR WIN

Commonwealth Edison Company, 1919 Swift Drive, Oakbrook Terrace, IL 60523 (“ComEd”) desires to provide students from the Bronzeville community the opportunity to participate in a film festival by creating documentaries on the effects of climate change in their neighborhood (the “Contest”). The Contest is intended to be a creative, fun and engaging event that provides students with the opportunity to express how climate change is affecting their community of Bronzeville.

Any submission for Contest judging or prizes will be subject to these Official Contest Rules (“Rules”) and referred to as a “Contest Entry”.

For the purposes of these Rules, the words “you” and “your” shall mean any eligible student who registers and participates in the Contest either individually or as a member of a student team. Each student team that properly registers to participate in the Contest is referred to as a “Team.”

Eligibility Requirements

To qualify to enter the Contest and be eligible to win a prize, you must meet the following criteria: (1) currently be a freshman, sophomore, junior, or senior in high school or college/graduate school; (2) sign and submit the Student Release required by these Contest Rules, including having your parent or legal guardian sign the consent portion if you are under eighteen (18) years of age, (3) be an enrolled high school, college or graduate student in the Chicago, Illinois area on a full-time basis; (4) not participate in on more than one Team; (5) your Contest Entry must meet all of the deadlines of the Contest as set by ComEd in its sole discretion; and (6) Teams must be comprised of either all high school students or all college/graduate students.

You are not eligible to participate in the Contest if you are currently an employee or intern of ComEd or its parent company, Exelon Corporation, or their subsidiaries or affiliates. If you submit a Contest Entry and are determined to not be eligible to participate in the Contest, you and your Team will be disqualified from winning a prize; however, any submitted Contest Entry shall be subject to these Rules.

All determinations of qualifications, eligibility, and prize winners shall be made by ComEd in its sole and absolute discretion and are final and non-appealable.

Bronzeville Film Festival

The festival is for students to envision and submit a short documentary film on the central theme of Community of the Past; Community of the Future depicting Bronzeville’s historic legacy as well as emerging challenges of climate change that would impact the community in the future.

Each Contest Entry will consist of the following, in addition to any other criteria or requirements that are communicated by ComEd:

- A properly signed Student Release from each member of the Team;
- A list of the names of each member of the Team, grade and school;
- A 5 to 15-minute color documentary film
Synopsis – A short, typed description of the film’s storyline.

Credits – A complete principal cast and production credits list.

A Color photo of director(s) (jpg preferred) and 75-500-word bio of director(s).

High-resolution stills or promotional images (jpg preferred) of the film, the directors, and producers.

ComEd shall have full discretion to require modification and may at any time reject or prevent participation of any Team whose Contest Entry violates intellectual property rights or any applicable law, contains obscene or controversial information or that for any other reason is deemed unacceptable, as determined by the sole and exclusive discretion of ComEd which decisions will be final and non-appealable.

Submission:

• The film must be submitted online through [www.vimeo.com](http://www.vimeo.com).

• A member or representative authorized by the Team must register on the above Vimeo website and follow the website instructions to upload the Team’s film.

• A password-protected URL of the film, created through Vimeo must be submitted, along with the password, by 11:59 pm, February 29, 2020 to filmfestival@comed.com.

• Each Team is responsible for meeting all deadlines and milestones and submitting an appropriate and acceptable film and an eligible Contest Entry.

Contest Resources

ComEd personnel and other professionals will be volunteering to be available to assist each Team. Teams are permitted to seek assistance from their respective high school teachers or college professors. Teams must be able to demonstrate a thorough understanding of the topic of their film.

Judging/Prizes

A group of three to five judges which may include ComEd Leadership, Bronzeville Community Leaders, and College professors shall judge all eligible Contest Entries in accordance with the following criteria:

• Content
  
  o Quality of the film and its depiction of its topic
  
  o Identifying the films theme and, if appropriate, providing a solution

• Plot - Is the theme and/or story clear?

• Call to action - Does the story line move people to action?

• Creativity/Ingenuity
• Following Rules

The judging panel may consider other factors it determines to be relevant to the goals of the Contest.

The high school student Team with the highest score by the Judges will win the High School prize. The college/graduate student Team with the highest score by the Judges will win the College/Graduate School prize. One prize will be awarded on each category:

• $5000 to be paid in full to a single member Team or equally to the members of the winning High School Team; and

• $5,000 to be paid in full to a single member Team or equally to the members of the winning College/Graduate Student Team.

Team membership is determined by Team’s Contest Entry list of Team member names and properly submitted Student Releases.

TERMS

1. Originality: All films and Contest Entries and work product resulting from any submission or draft submission in the Contest shall be the original work of the Team and not reflect any input from any paid consultant, advisor, or other party retained to influence or affect the submission. Each Team represents and warrants that the Contest Entry (A) is an original creation and does not infringe or violate any third party’s intellectual property right (including copyright, trademark or patent right), or other proprietary rights or rights of publicity or privacy, (B) does not violate any law (including without limitation those governing export control, consumer protection, unfair competition, anti- discrimination or false advertising), or (C) is not libelous, unlawfully threatening, or unlawfully harassing.

2. Taxes: All taxes for any and all prizes awarded in the Contest, including federal, state, and local taxes, are the sole responsibility of each winning member. If applicable, the winning member will be issued an IRS 1099 tax form.

3. Prize Award and Acceptance: Prizes are not transferable or assignable. All individual members of each winning Team are required, in addition to the Student Release, to sign and return an Agreement of Publicity, Intellectual Property, and Release of Liability (“Agreement”) within seven (7) days of their winning notification in order to receive their individual prize money. If a Team or any participant thereof cannot be contacted within three (3) business days after the first attempt to contact him or her, or if the potential winning member does not sign the Agreement in the required time period, or if the potential winning member does not provide sufficient information to be issued an IRS 1099 if applicable, or for any other reason determined by ComEd consistent with these Rule, the prize will be deemed forfeited. ComEd may select an alternate winning Team from among all the remaining Contest Entries, if any. By accepting a prize, each member of the Team:

   a. Consents to the use of his or her name, photo and submission, state of residence, and likeness for advertising or other commercial or non-commercial purposes in any medium worldwide, in connection with the Contest or otherwise, without limitation and without additional compensation worldwide, except where prohibited by law.
b. Gives ComEd permission to obtain, utilize and share all information, commentary, video, submission, photographs with ComEd partners or interested parties (as determined by ComEd) as well as in any marketing communications mediums now known or yet to be invented.

4. Intellectual Property: By submitting a Contest Entry or any component thereof, you agree that you and your Team members, if applicable, are the sole owner(s) of the submitted film and Contest Entry and that you are legally free to make the representations and warranties in these Rules and the Student Release, and to convey the following intellectual property rights to ComEd:

   a. Non-Winning Teams. Each Team member, grants to ComEd, its parent companies, affiliates, subsidiaries, successors, licensees and agents and those they may designate from time to time (all of the foregoing, the “Licensed Entities”) a non-exclusive, worldwide, irrevocable, fully paid-up, royalty-free, right and license during the period November 1, 2019 through October 31, 2020 to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, recreate, display, and perform such film and Contest Entry material, in whole or in part, in any media, format or technology, whether now known or hereafter discovered, and in any manner including all promotional, advertising, marketing, publicity, and commercial uses and ancillary uses thereof, without any further notice, attribution or payment to or permission needed from you (except where prohibited by law). Without limitation of the foregoing, submission of any film and Contest Entry constitutes your agreement that the Licensed Entities are permitted (but are not obligated) to display the film or Contest Entry material for public viewing and/or comment (whether on Licensed Entities’ web pages, third-party web pages, film festivals or otherwise), and to incorporate the film or Contest Entry material in all media whether now known or later developed. This license grant includes continued use, in perpetuity, of any public use initiated on or before October 31, 2020.

   b. Winning Teams. In addition to the Student Release, each Team member of a winning team agrees to enter the Agreement stated in Section 3 above and grants to ComEd, its parent companies, affiliates, subsidiaries, successors, licensees and agents and those they may designate from time to time (all of the foregoing, the “Licensed Entities”) an exclusive, worldwide, irrevocable, fully paid-up, royalty-free, right and license during the period November 1, 2019 through October 31, 2024 to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, recreate, display, submit as an entry to film festivals, and perform such film and Contest Entry material, in whole or in part, in any media, format or technology, whether now known or hereafter discovered, and in any manner including all promotional, advertising, marketing, publicity, and commercial uses and ancillary uses thereof, without any further notice, attribution or payment to or permission needed from you (except where prohibited by law). Without limitation of the foregoing, submission of any film and Contest Entry constitutes your agreement that the Licensed Entities are permitted (but are not obligated) to display the film or Contest Entry material for public viewing and/or comment (whether on Licensed Entities’ web pages, third-party web pages, film festivals or otherwise), and to incorporate the film or Contest Entry material in all media whether now known or later developed. This license grant includes continued use, in perpetuity, of any public use initiated on or before October 31, 2020.
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5. **Release.** You, and for your child if a minor, and your heirs, personal representatives or assigns, to the maximum extent permitted by applicable law, do hereby release, waive, discharge and hold harmless, ComEd and its parent companies, affiliates, successors, and licensees and directors, officers, executives, employees, agents and volunteers and their successors and assigns ("Sponsor") from and against any and all liabilities, losses, damages, costs and expenses whatsoever for any personal injury, accidents, illnesses, mental or emotional distress, death and property loss or other damage sustained directly or indirectly arising out of or relating to your or your child’s voluntary participation in the Contest and the acts or omissions of the Contest Sponsor and covenant not to sue or pursue any legal actions against Sponsor for the same.

6. **Accuracy of Information:** ComEd and its agents are not responsible for any incorrect or inaccurate information, whether caused by student participants, mentors, its consultants, employees, printing errors, or by any of the equipment or programming associated with or utilized in the Program; computer, online, or technical malfunctions; delays or human errors that occur in the processing, transmission, or receipt of entries; or delays caused by computer transmissions; or any injury or damage to persons or property, including but not limited to entrants, computers, hardware, and/or software, which may be caused directly, or indirectly, in whole or in part, from entrants’ participation in the Contest or receipt, redemption, or use of any prize.

7. **Force Majeure:** If, for any reason, the Contest is not capable of being conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, customer outages, weather, or other causes beyond the control of ComEd, ComEd reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Program. ComEd also reserves the right, in its sole discretion, to disqualify any individual (or Team the individual may be a part of) found to be violating these Rules, or applicable law or suspected of attempting to disrupt or defraud the entry process or the operation of the Contest, and ComEd may prosecute or seek other legal redress against anyone suspected of engaging in these acts. No automated entry devices and/or programs are permitted. ComEd is not responsible for lost, late, illegible, incomplete, invalid, misdirected, mutilated, technically corrupted or garbled entries (which will be disqualified) or for problems of any kind whether mechanical, human, or electronic. ComEd is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by ComEd on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant’s or any other person’s computer related to or resulting from participation or downloading any materials in the Contest.

**CAUTION:** ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, COMED RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

ComEd reserves the right to modify the terms, conditions, and eligibility requirements outlined in these Official Rules at any time without notice.