

ACTNOWFILM2 TERMS AND CONDITIONS FOR SUBMITTING VIDEO CONTENT

1. The following terms and conditions apply to all entries submitted to the COP27 ActNowFilm2 project (“**ActNowFilm2**”). By submitting an entry to ActNowFilm2, participants agree to these terms and conditions.
2. ActNowFilm2 is organised and hosted by the University of Cambridge’s Cambridge Zero initiative and The University of Bath. The legal entities with whom participants are contracting are the University of Cambridge (full legal and corporate title “The Chancellor, Masters, and Scholars of the University of Cambridge”) and The University of Bath (“**the Universities**”).
3. The submission of an entry to ActNowFilm2 is open to anyone. However, if any entry is submitted by or features a person under the age of 18, a guardian or parent must complete an accompanying consent form for that person. Without a signed consent form, the Universities will not be able to use the entry in ActNowFilm2.
4. **ELIGIBILITY:** In order to be eligible for consideration for ActNowFilm2, entries must comply with these terms and conditions and be submitted in video format only via the Google form or by emailing info@zero.cam.ac.uk during the Submission Period specified in clause 6. Participants’ attention is drawn in particular to the Entry Requirements in clause 8.
5. **CERTIFICATES OF PARTICIPATION:** The Universities are very grateful for all entries but regrettably are not able to use all of them in ActNowFilm2. The Universities have no obligation to include any entries and retain full and final editorial control over ActNowFilm2. Upon submission of a video, participants are welcome to request an e-certificate to mark their contribution toward this project by emailing info@zero.cam.ac.uk with the reference ACTNOWFILM2 CERTIFICATE. The Universities will issue e-certificates at their discretion. No other correspondence will be entered into regarding any entries that are not used.
6. **SUBMISSION PERIOD:** The entry submission period begins at 12:00:00 midnight British Summer Time (BST) on July 26th, 2022 and ends at 11:59:59 p.m. BST on September 25th 2022 (“**the Submission Period**”). The Universities reserve the right to extend the Submission Period or end the Submission Period earlier at their discretion and the Submission Period shall be construed accordingly. The Universities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries.
7. **COMPLIANCE WITH APPLICABLE LAW:** It is participants’ responsibility to ensure that (i) they are lawfully able to submit their entry to ActNowFilm2, and (ii) their entry complies with all applicable laws, including but not limited to the law of the state or country from which the entry is submitted and the law of the state or country in which the participants are domiciled.

8. **ENTRY REQUIREMENTS:** Entries can be uploaded to the Google form, which requires a Google account. If Google is not a viable option for the participant, they can email the info@zero.cam.ac.uk email address. Entries must be no longer than 2 minutes in length. It is suggested that entries be in English. Entries MUST NOT:

- Violate or infringe another's rights, including but not limited to privacy, property, publicity or intellectual property rights. Participants must not include in their entries any copyright materials (including but not limited to text, images, artwork, video clips, music or other sound recordings), brand names or trade marks (whether registered or unregistered) other than those they are free to licence to the Universities in connection with ActNowFilm2 subject to these terms and conditions;
- Contain any commercial content that promotes any product or service;
- Reference participants' employer(s) without their employer's permission;
- Include content that is hateful, tortuous, defamatory, slanderous or libellous, or that promotes bigotry, racism, sexism, alcohol, illegal drugs, weapons, hatred or harm against any group or individual, discrimination based on gender, race, colour, creed, disability, national origin, religion, age, marital status, lawful alien status, veteran's status, sexual orientation, gender identity or expression, or any other protected category;
- Contain any nudity, sexually explicit, lewd, offensive, disparaging or other inappropriate content;
- Embody the names, likeness, photographs, or other indicia identifying any person, living or dead, without written permission.

9. **GRANT OF RIGHTS:** Participants grant to the Universities a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable (with unlimited levels of sub-licensing), licence to all intellectual property rights in their entries (including but not limited to all rights granted by copyright and performers' rights) for all purposes in connection with (i) ActNowFilm2, and (ii) the Universities' activities generally, including but not limited to teaching and research unrelated to ActNowFilm2. Participants acknowledge that entries may, if used, be edited, translated and/or adapted and used in whole or part at the Universities' discretion.

10. **CREDITING:** The Universities will credit participants whose entries have been used in ActNowFilm2 in an editorially appropriate manner to be determined at the Universities' discretion. Participants acknowledge and agree that crediting applies to the full length ActNowFilm2 submission to COP27 only and it may not be possible or editorial appropriate to credit participants in any cut-down, teaser, trailer or other shorter length versions of the film. Subject to the above, participants waive (and shall procure that any persons that have contributed to or feature in the entry waive) all moral and/or non-economic rights (or equivalent in any jurisdiction) they may have in relation to their entries, including but not limited to the right to attribution and the right to object to derogatory treatment of a work.

11. **PRIVACY:** Participants consent to the use of their personal information for the purposes outlined in these terms and conditions and on related pages about ActNowFilm2. Participants can withdraw consent at any time and their film will no longer be used but any copies already in circulation will not be amended. Entries will be disseminated and/or published as described in these terms and conditions and/or on the ActNowFilm2 pages; this may involve transmission internationally, and in submitting an entry participants consent to this. The Universities will retain copies of submitted films for as long as they continue to use them for the purposes outlined; this may be up to three years. Further details about the Universities' use of personal information are published at <https://www.information-compliance.admin.cam.ac.uk/data-protection/general-data> (for the University of Cambridge) and at <https://www.bath.ac.uk/corporate-information/university-of-bath-privacy-notice/> (for The University of Bath).

12. **WARRANTIES AND REPRESENTATIONS:** Participants warrant and represent as follows:

- their entries comply with applicable law in accordance with clause 7 and conform with the Entry Requirements in clause 8;
- their entries do not contain any computer virus and are provided in an uncorrupted state;
- any persons appearing or who are otherwise identifiable in their entry consent to the submission and the use of the entry and (if applicable) their names in accordance with these terms and conditions;
- their entry does not contain images of a third party's private property, or, alternatively, that the participant has obtained permission from each person whose private property appears in the video, and that participant has the power to and will grant the rights to the Universities described herein, and can and will make such permissions available to the Universities upon request.

13. **NO COMPENSATION:** Subject to applicable data protection law, any communication or information in the entry and/or transmitted to the Universities by email or otherwise in connection with ActNowFilm2 is and will be treated as non-confidential and non-proprietary. Participants will in no circumstances be entitled to any compensation, financial or otherwise, in return for the use of their entry in ActNowFilm2.

14. **INDEMNITY:** Participants shall indemnify and hold harmless the Universities and their staff and students, and any other contributors to or collaborators in ActNowFilm2 (including but not limited to other participants) ("**the Indemnified Persons**") from and against any and all third party claims, actions or proceedings of any kind and from any associated damages, liabilities, penalties, costs (including but not limited to reasonable professional costs), expenses or other losses whatsoever and howsoever incurred arising out of or in connection with the participant's negligence or breach of these terms and conditions.

15. **LIMITATION OF LIABILITY:** Nothing in this agreement purports to limit the Universities' liability which cannot legally be limited. The Universities shall have no liability to participants whether in contract, tort (including but not limited to negligence), misrepresentation or otherwise for any indirect or consequential loss of any kind. The Universities' total liability to the participants for direct loss shall in no circumstances exceed £1,000 (One Thousand Pounds) each. Participants acknowledge the Universities' charitable status and the not-for-profit nature of ActNowFilm2 and accordingly accept that this limitation of liability is reasonable in the circumstances.
16. **NO JOINT LIABILITY:** The Universities shall not be liable for each other's acts or omissions and accordingly the liability of the Universities under or in connection with this agreement shall be several and not joint.
17. **SEVERABILITY:** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
18. **RIGHTS OF THIRD PARTIES:** With the exception of the Indemnified Persons in clause 14, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.
19. **GOVERNING LAW AND JURISDICTION:** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.