

APIC 2019

June 12-14 • Philadelphia, PA

2019 APIC Film Festival Rules and Guidelines

The Association for Professionals in Infection Control and Epidemiology, Inc. (APIC) is hosting the APIC 2019 Film Festival on June 12-14, 2019 in Philadelphia, PA. All entrants in the APIC 2019 Film Festival agree to comply unconditionally with all of the provisions set out in these Rules and Guidelines. Any entrant who does not agree, fully or partly, with any provisions of the Rules and Guidelines, will be considered ineligible for participation. APIC shall have the right, but not the obligation, to monitor the APIC 2019 Film Festival and determine compliance with these Rules and Guidelines, and the right at its sole discretion to refuse and remove any film, in whole or in part, that, it finds to be in violation of these Rules and Guidelines or otherwise unlawful and objectionable.

1. Eligibility

The APIC 2019 Film Festival is open to all eligible candidates. There is no entry fee. Employees of APIC and their family members, those living in their immediate households, whether or not related, and any APIC 2019 Film Festival sponsors, are not eligible to enter. Multiple submissions from the same entrant in accordance with the Rules and Guidelines are acceptable; however the same film cannot be submitted separately by multiple entrants.

2. Entry Requirements

Deadline/Application Form: All entrants must upload their film to [YouTube](#) and complete the **online application form**. Entries can be submitted beginning **Thursday, November 1, 2018** and must be uploaded by 11:59 PM (PST) on **Friday, February 15, 2019**. Late entries will not be accepted.

To be considered, the following entry criteria must be met:

- The video/film must have been produced after February 15, 2018.
- The film must have a title slide at the beginning of the film.
- The total run time of the video/film cannot exceed 5 minutes, but the preferred time is 3 minutes or less. Films exceeding the time limit will not be accepted.
- The video/film may not feature or depict any specific commercial products, processes, services, political views, or political candidates.
- Any video/film in a language other than English must have English subtitles.
- The video/film shall have been produced by the entrant and/or the entrant shall have the unrestricted right to disseminate it. All persons appearing in the video/film shall have provided written consents for his or her likeness being used in the production.
- The video/film is not subject to litigation nor threatened by any litigation.
- The APIC 2019 Annual Conference Committee reserves the right to exclude any submittal deemed inappropriate for the APIC Film Festival audience.
- Entries should promote best practices in infection prevention and control.

3. Judges and Judging Criteria

Judges are selected from the Annual Conference Committee and shall consist of individuals with an expertise in infection prevention. Films entered shall be judged according to the criteria noted in the call for speakers located at

www.apic.org/ac2019. The decisions of APIC and the judges are final and binding, and not subject to appeal. **All winners will be notified by March 26-29, 2019.** Prizes are not transferable. If required by their company, each winner will be responsible for submitting any required ethics-related report to their employer, or, if a government official, to the appropriate government office.

Scoring

The following criteria will be used to evaluate submittals:

- General appeal and interest to the infection prevention community
- Educational
- Creative/Innovative
- Inspirational
- Originality
- Quality of production

4. Festival and Entrants' Conduct

All entrants of the APIC 2019 Film Festival shall not submit any film(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 or otherwise objectionable; which encourages conduct that would constitute a criminal offense; gives rise to civil liability or otherwise violates any law, including, but not limited to, HIPAA; or which contains any advertising or any solicitation with respect to products or services. All entrants shall not modify, exploit, create derivative works, or otherwise interfere with the material submitted by other entrants. In the event of permitted copying, distribution, or publication of such material, no changes in or deletion of author attribution, trademark legend, or copyright notice shall be made.

5. Authorship and Co-Authorship

Films may only be submitted by individuals or groups. In the case of a group entry, a main contact must be noted on the application form. Persons who participated in the creation and/or production of a film, but whose names were not submitted on the application, cannot be considered as authors or otherwise added as creators and/or producers after the film is submitted. Nor can they win the prizes given for the winning film. If the film submitted by a group of individuals wins a prize, the prize will be made to and owned by the main contact of the group. If the same film has been submitted by more than one individual in a group through separate applications, only the first application will be eligible. The other registrations will be cancelled and their entrants will not be considered authors of the film nor will they be eligible for the prizes.

6. Third Party Rights and Clearances

Proprietary Rights

Submitted films 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, including but not limited to: location releases for footage shot at any location; name, voice, and likeness releases for any person whose name, voice, likeness, and/or feature appears in the film, other than the entrant; releases for the use of any props, set dressings, and other materials used in the film; releases from any individuals participating in the production of the film and releases for any other audio and/or audio-visual materials not wholly owned by the participant(s), which are used in the film.

Permissions

If the film contains any material or elements that are 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 film, have expressly granted to APIC the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, edit, publish, translate and distribute such material (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 that may exist in such material, with the objective to promote the goals of the APIC 2019 Film Festival and the mission of APIC.

Burden of Determination

The burden of determining that any material is not protected by copyright, trademark, rights of privacy, publicity, or any other proprietary rights rests with the entrant. The entrant shall bear the sole liability for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission.

Minors

If any person(s) appearing in any film is (are) under the age of majority in their State of residence, the original signature of a parent or legal guardian is required with each release. Entrant must obtain such releases before submitting film.

Individually Identifiable Health Information

Entrants are required to obtain appropriate authorizations to use and disclose individually identifiable health information as required by HIPAA.

7. Termination, Cancellation, Suspension, Disqualification

APIC reserves the right, at its sole discretion, to consider any film ineligible and disqualify the entrant, or to cancel, terminate, modify, or suspend the APIC 2019 Film Festival in whole or in part and without prior notice at any time, if it suspects, or finds that:

The film actually or potentially infringes upon any third party's intellectual property right and/or it is discovered that the necessary permissions for an entered film have not been obtained (see Section 6). APIC reserves the right to verify that any intellectual property rights are not infringed and that all related permissions have been obtained.

The film does not comply with the established entry requirements and/or in the sole discretion of APIC the film contains obscene, unlawful, or other objectionable material, as defined in Section 4.

The film is advertising or promoting products or services.

The entrant is tampering with or otherwise commits fraud relating to the entry process or the operation of the APIC 2019 Film Festival. The entrant is acting in violation of these Rules and Guidelines.

8. User Rights

Entrant grants to APIC a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, display, reproduce, edit, publish, translate, and distribute the submitted film (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, with the objective to promote the goals of the APIC 2019 Film Festival and the mission of APIC and its subsidiaries.

Entrant grants to APIC the right to use submitted film to create a trailer or to splice together with other submitted films for the objective to promote the goals of the APIC 2019 Film Festival and the mission of APIC and its subsidiaries.

Entrant grants APIC the right to use the entrants' names, likenesses, photographs, voices, sounds, and/or biographical information and films in connection with the APIC 2019 Film Festival and for any and all advertising, publicity, and promotional purposes relating to the APIC 2019 Film Festival and promoting the mission of APIC. The entrant will be clearly acknowledged for any use of his/her material and his/her name will accompany any dissemination of the material he/she owns by APIC. Beyond permission granted herein and acknowledgment, APIC shall not be obliged to compensate the entrant for use of the submitted material, unless prohibited by law.

9. Disclaimer of Liability

By Registering with the APIC 2019 Film Festival, all entrants agree that APIC and its subsidiaries, agents, representatives, employees, and contractors, are 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 APIC 2019 Film Festival and participation in it, the use of the material by APIC, the decisions made or actions taken

by APIC in connection to the conduct and administration of the APIC 2019 Film Festival and the acceptance and use on their part of any prize. APIC and its subsidiaries, agents, representatives, employees, and contractors, are not responsible for technical failures of any kind; any problems or delays arising from any technical, software; equipment malfunctions, computer viruses, or congestion; unavailability of the APIC 2019 Film Festival submission website; any other technical, equipment, or human errors of any kind with regards to the administration of the APIC 2019 Film Festival; or any damage or alteration to the entrants' film that may occur in connection with the uploading or display of the film. Also, APIC is not liable for any failure to screen the entered films on the Internet or at any venue.

Entrants specifically acknowledge that APIC is not liable for the defamatory, offensive, or illegal conduct of other entrants or of comments made on YouTube or anywhere the film is posted and that the risk of injury from the foregoing rests entirely with the entrant; also the entrant waives any right to seek injunctive action or other equitable relief relating to any claim against APIC and its subsidiaries, agents, representatives, employees, and contractors.

10. Changes to the Rules and Guidelines

APIC shall have the right at any time and without prior notice to modify, suspend, or terminate the APIC 2019 Film Festival or the Rules and Guidelines, or any part thereof; and/or impose new rules or guidelines, if it considers appropriate. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the APIC 2019 website, sending electronic or conventional mail to the entrants, or by any other means by which the entrants obtain notice thereof.

11. Governing Law

The APIC 2019 Film Festival and these Rules and Guidelines shall be governed by the laws of the District of Columbia, shall be the proper venue for any claim, suit or dispute arising from the APIC 2019 Film Festival and participation therein, and these Rules and Guidelines.