

## CHELSEA FILM FESTIVAL TERMS AND CONDITIONS

Welcome to [www.chelseafilm.org](http://www.chelseafilm.org) and, for the purposes of content submissions, [www.filmfreeway.com/chelseafilmfestival](http://www.filmfreeway.com/chelseafilmfestival) (the “Websites”), operated by or for Chelsea Film Festival, Inc., a 501(c)(3) not-for-profit corporation located at 115 Norfolk St., New York, NY 10002 (“CFF,” “we,” “our,” or “us”). These Websites are intended to enable its visitors (“you,” “your,” or “viewer”) to view and learn about CFF, the CFF community, and our films, as well as submit your film for review and possible acceptance to our next film festival.

We allow full public access to these Websites only on a strictly noncommercial and educational basis, so long as you do not infringe our copyright and trademark rights in any way, or falsely imply that CFF sponsors, endorses, or is affiliated, with you or your company. We want you to enjoy viewing and utilizing these Websites, be educated by them, and attend our events. However, you may not use these Websites in any manner inconsistent with these Terms and Conditions without CFF’s express prior written permission.

By using and viewing the Websites, you acknowledge and agree that you are our guest and will act accordingly, as established by contemporary best-practice standards. This includes not engaging in any anti-social or inappropriate online behavior. Further, you acknowledge and agree that CFF may terminate your right to use these Websites and revoke any license you may have pursuant to these Terms and Conditions for failure to comply herewith.

Though it is our intention to provide you with the most complete information, due to factors outside of our control, we cannot and do not guarantee the accuracy of the Websites’ information, and these Websites are available to you “as-is.” To the extent necessary, CFF hereby expressly disclaims any warranties or representations.

From time to time, CFF accepts submissions from filmmakers who desire that their films be exhibited at the Chelsea Film Festival. Such submissions require entry fees from the filmmakers. Once a filmmaker has paid his or her submission fee to CFF, said submission fee shall not be refunded under any circumstances. Please be aware that any future film festival may be conducted either in-person at a physical location or set of locations, *but may also be conducted virtually and entirely online*. CFF reserves sole discretion as to how any of their film festivals are produced and held and submission fee refunds are regardless unavailable under any circumstance.

We comply with the Digital Millennium Copyright Act (“DMCA”) under United States copyright law. If you are a copyright owner who believes that your content was posted on the Websites without your permission and in a way that infringes your rights, you must adhere to the DMCA procedures by forwarding the following information to our Copyright Designated Agent:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material. PLEASE PROVIDE THE URL TO HELP US IDENTIFY THE WORK.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Send to our DMCA Designated Agent:

**Ingrid Jean-Baptiste**

Chelsea Film Festival

115 Norfolk St.

New York, NY 10002

Email: [info@chelseafilm.org](mailto:info@chelseafilm.org)

The DMCA is not intended to limit fair use or legitimate freedom of expression. However, there are well-settled exceptions to what would otherwise be copyright or trademark infringement, namely, fair use in accordance with the First Amendment, including criticism, commentary, news reporting, and education in, but not limited to, documentary films.

The Websites may include links to binding agreements governing matters such as submission of films to CFF, and any submissions shall be governed by those agreements, which are incorporated by reference herein.

Links to third party websites may be provided on the Websites as a matter of reference or to assist the viewer. You acknowledge and agree that such third parties are entirely responsible for the content of their own sites.

You agree to release and hold CFF harmless from and against any claims whatsoever, including copyright, trademark, right of publicity, defamation, invasion of privacy or libel with respect to the content of any third party works available on the Websites whether or not such third party works are or were posted by us. THIS UNLIMITED RELEASE APPLIES TO CFF, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSEES, REPRESENTATIVES, AND ASSIGNS. Nothing herein limits the right of any owner of such content, or CFF, to claim the benefits of fair use or any other exceptions, exemptions, or defenses available at law or in equity.

These Terms and Conditions are not exhaustive of CFF's requirements of you to use the Websites and does not limit CFF's ability impose any other applicable provisions, laws, rules, statutes, codes or regulations (collectively, "**Law**") in either or all cases, available to it, at any time, within its sole discretion. The laws of the State of New York shall govern this Websites, without regard to its choice of law principles. Moreover, you consent to litigate any and all claims related in any way whatsoever to the Websites in New York County, New York, which shall be the exclusive venue to hear such disputes.

Thank you for visiting [www.chelseafilm.org](http://www.chelseafilm.org) and, should wish to submit your film [www.filmfreeway.com/chelseafilmfestival](http://www.filmfreeway.com/chelseafilmfestival).

## **CHELSEA FILM FESTIVAL PRIVACY POLICY**

Welcome to the Privacy Policy page of [www.chelseafilm.org](http://www.chelseafilm.org) (the “**Privacy Policy**” or “**Website**”), operated by or for Chelsea Film Festival, Inc., a 501(c)(3) not-for-profit corporation located at 115 Norfolk St., New York, NY 10002 (“**CFF**,” “**we**,” “**our**,” or “**us**”). This Privacy Policy is intended to enable visitors to the Website (“you,” “your,” or “viewer”) to learn about how CFF collects and uses their personally identifiable information (“**PII**”).

This Privacy Policy supplements the Terms and Conditions and other CFF notices, policies, and agreements, and is not intended to modify or supersede them. To the extent that there is a conflict between this Privacy Policy and any of the foregoing, but only to such extent, this Privacy Policy controls.

### **What is PII?**

PII is broadly defined and can include any data that can be used to identify a specific individual. Social Security numbers, mailing or email address, and phone numbers have most commonly been considered PII, but technology has expanded the scope of PII considerably. It can include an IP address, login IDs, social media posts, or digital images. Geolocation, biometric, and behavioral data can also be classified as PII.

### **Does CFF require PII?**

CFF does not require you to provide us with any PII. But in order to use certain functionality on the Website (for instance, to make submissions), to participate in events or promotions offered from time to time, or to use services made available exclusively through the Website, you will need to provide CFF with certain PII.

### **What PII Does CFF Collect?**

We may collect, use, store and transfer different kinds of PII about you which we have grouped together as follows: (i) Identity Data includes first name, last name, username or similar identifier, and gender; (ii) Contact Data includes email address and delivery address; (iii) Usage Data includes information about how you use our Website, products and services; (iv) Technical

Data includes your browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this Website; (vi) Marketing and Communications Data includes your preferences in receiving communications from us; (vii) Aggregated Data such as statistical or demographic data for any purpose.

Aggregated Data may be derived from your PII but is not considered PII in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate Usage Data to calculate the percentage of users accessing a specific website or app feature. However, if we combine or connect Aggregated Data with your PII so that it can directly or indirectly identify you, we treat the combined data as PII which will be used in accordance with this Privacy Policy.

### **How Do We Collect PII and How is it Used?**

- You may give us your PII by filling in forms or by corresponding with us in person, phone, email or otherwise.
- As you interact with our Website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this PII by using cookies, and other similar technologies. We may also receive this type of information from service providers.
- We may receive PII about you from various third parties such as those who link from their site(s) or services to us; from our vendors and promotional partners and others.
- CFF may use your PII for any of the following: (i) to perform the services or delivery the features offered to you on the Website; (ii) for our legitimate interests (or those of a third party); (iii) to comply with a legal or regulatory obligation; surveys; (iv) promotional offers; signups for future CFF information or offerings; (v) to reveal general statistical information about our Website, such as number of visitors, pages viewed, etc.(such general statistical information shall not include your name or email address); or (vi) to keep records of services and features that are requested by you and/or delivered and/or received by you and our users, to study how customers use our products/services, to operate our business, to ensure that you are complying with our Terms and Conditions and this Privacy Policy, and to deliver information, products and services to our users that they will want or have requested.

- Cookies are small text files that are placed in your computer's browsers to store your preferences. CFF's cookies do not contain any PII. However, they may reference PII you have provided on other pages of CFF's Website (such as during registration) using an encrypted identifier. When these unique identifiers are linked with your PII, and for the duration that they are linked, they will be treated as PII by CFF. Both session ID cookies and persistent cookies are used on CFF's Website. A session ID cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. Note, if you disable or refuse cookies, some parts of this website may become inaccessible or not function properly.

CFF may use your PII to help us cater to your specific wants and needs. Your PII helps us determine which services and products are relevant to you. If you have requested information from us, you may receive communications in response to your request as well as certain promotional offers.

### **How CFF Uses Your PII with Third Parties**

CFF does not and will not sell or rent your PII to any organization.

CFF will keep your name and email address strictly confidential.

CFF's websites or mobile application (if applicable) may contain links to other websites. You acknowledge and agree that CFF is not responsible for the privacy practices or the content of such websites. For further information, please review the privacy policies of such third-party websites.

### **Disclosures of Your Personal Data**

We may have to share your PII with certain parties below in conjunction with the above. CFF requires that the third parties below treat your PII in strict accordance with all applicable Law governing such PII, and not to share your PII with any other parties.

- To the extent that some of our external third parties are based outside the European Economic Area (EEA) and you are a European national, we will ensure, as commercially reasonable, that your PII is safeguarded by (where applicable): (i)

transferring your PII only to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission; using specific contracts, which may have been approved by the European Commission, that give PII the same protection it has in Europe; and transferring data to third-parties that are part of the Privacy Shield which requires them to provide similar protection to PII shared between the Europe and the US.

### **PII Security**

CFF shall employ commercially reasonable security measures to prevent your PII from being accidentally lost, used or accessed in an unauthorized way, altered or disclosed.

### **PII Retention**

CFF will only retain your PII for as long as necessary to fulfill the purposes expressly stated herein.

### **Legal**

In certain jurisdictions and under certain circumstances, you may have the right to: (i) receive a copy of the PII we hold about you and to check that we are lawfully processing it; (ii) request a correction of your PII; (iii) request erasure of your PII us to delete or remove personal data where there is no good reason for us continuing to process it; (iv) object to the processing of your PII for certain purposes; and (v) request that we suspend or discontinue processing your PII.

You should inquire into the laws of the jurisdiction in question for more information.

### **Contact**

At any time, if your consent is required, you may revoke your consent to CFF's use of your PII by contacting:

**Ingrid Jean-Baptiste**

Chelsea Film Festival

115 Norfolk St.

New York, NY 10002

Email: [info@chelseafilm.org](mailto:info@chelseafilm.org)

### **CHELSEA FILM FESTIVAL ADA POLICY**

This Website, the Privacy Policy, and the Terms and Conditions all strive to comply with the Americans with Disabilities Act and its New York State and New York City counterparts. If you are a person with a disability and desire to use the foregoing services but believe you are not able to do so, please contact [info@chelseafilm.org](mailto:info@chelseafilm.org), and we will make a reasonable accommodation for you.