



2024 Pan-African STM Cinema Competition

Terms and Conditions

1. **No purchase is necessary in order to enter or win.**
2. **Eligibility:** This Competition is only open to those who are 13 or older. Furthermore, this Competition is open to those who can show a valid passport, birth certificate, or national identification card for an African country, and is void where prohibited by law. Employees and associates of PASTMCC/Humboldt-Universität zu Berlin, and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Competition. The Competition is subject to all applicable national, state, and local laws and regulations. Void where prohibited.
3. **Agreement to Rules:** By participating in the Competition (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of PASTMCC as final and binding as it relates to the content of this Competition.
4. **Contest Period:** Entries will be accepted online starting on 18 May, 2024 at 8:00 a.m. Berlin time and ending on 30 October, 2024 at 11:59 p.m. Berlin time. (If the number of eligible entries is too few, it is possible that this deadline will be extended.)
5. **How to Enter:** The Competition must be entered by emailing your name, Youtube link(s), and signed referee forms to pastmcc2024@gmail.com. The entry must fulfill all Competition requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of PASTMCC. You may enter multiple times. You must provide all the information requested. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of PASTMCC.
6. **Prizes:** There will be at least three 1000 euro prizes, with possible further prizes up to the discretion of PASTMCC. The specifics of the prizes shall be solely determined by PASTMCC. No other prize substitution shall be permitted except at PASTMCC discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all national, state, and/or local taxes, shall be the sole responsibility of Winner.

No substitution of prize or transfer/assignment of prize to others by Winner is permitted. Acceptance of prize constitutes permission for PASTMCC to use Winner's name, likeness, and entry for purposes of educational promotion without further compensation.

7. **Odds:** The odds of winning depend on the number of eligible entries received.
8. **Winner Selection and Notification:** At least one new video with the most Youtube likes by the 30th October 2024 will receive a 500 euro prize. (This deadline might also be extended.) Other prizes will be allocated at the sole discretion of PASTMCC. Winners will be notified by email within a week of selection of Winner. PASTMCC/Humboldt-Universität/AIMS shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within one week from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Competition is conditioned upon compliance with any and all national, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT PASTMCC'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
9. **Rights Granted by You:** By entering your video(s), You understand and agree that PASTMCC, anyone acting on behalf of PASTMCC, and PASTMCC's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Competition, and biographical information for news, publicity, information, education, public relations, and academic promotional purposes without any further compensation, notice, review, or consent. By entering your video, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property rights of another, You will be disqualified at the sole discretion of PASTMCC. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless PASTMCC/Humboldt-Universität/AIMS from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which PASTMCC/Humboldt-Universität/AIMS may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
10. **Terms & Conditions:** The Competition hosted by PASTMCC is in no way sponsored, endorsed, administered by, or associated with Youtube. PASTMCC reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition should virus, bug, non-authorized human intervention, fraud, or other cause beyond PASTMCC's control corrupt or

affect the administration, security, fairness, or proper conduct of the Competition. In such case, PASTMCC may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by PASTMCC. Video entries must not constitute, facilitate, or promote illegal products, services or activities. Video entries must not discriminate or encourage discrimination against people based on personal attributes such as race, ethnicity, color, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, medical or genetic condition. Videos must not promote the sale or use of tobacco products, related paraphernalia, illegal, prescription or recreational drugs, unsafe supplements as determined by Youtube in its sole discretion, weapons, ammunition, or explosives. Video entries must not contain adult content, including nudity, depictions of people in explicit or suggestive positions, or activities that are overly suggestive or sexually provocative. Videos must not contain shocking, sensational, disrespectful or excessively violent content. Video entries must not contain deceptive, false, or misleading content, including deceptive claims, offers, or business practices. PASTMCC reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Competition or website or violates these Terms & Conditions. PASTMCC has the right, in its sole discretion, to maintain the integrity of the Competition, to void entries for any reason, including, but not limited to: the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Competition may be a violation of criminal and civil laws. Should such attempt be made, PASTMCC/Humboldt-Universität/AIMS reserves the right to seek damages to the fullest extent permitted by law.

11. **Limitation of Liability:** By entering, You agree to release and hold harmless PASTMCC/Humboldt-Universität/AIMS and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Competition and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
12. **Disputes:** This Competition is governed by the laws of Germany, and Berlin, without respect to conflict of law doctrines. As a condition of participating in this Competition, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Competition, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Berlin, Germany having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby

waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Competition). Participant further waives all rights to have damages multiplied or increased.

13. **Winners List:** A list of winners will be posted to the website <https://furey.space>, or an alternate affiliate website.
 14. **Sponsor:** The Sponsor of the Contest is Humboldt-Universität zu Berlin.
 15. By submitting your entry to pastmcc2024@gmail.com , You, the Contestant, have affirmatively reviewed, accepted, and agreed to all the Official Rules.
-