

Motion Array

Motion Array Halloween Challenge

General

1. Motion Array Halloween challenge is a video contest (hereinafter: "**Contest**") organized by Artlist Ltd (hereinafter: "**Organizer**").
2. The categories of the contest are: movie or tv series opening sequence inspired by Halloween, the length of which shall not exceed 30 seconds (hereinafter: "**Video**").
3. All videos must include/embed music/sfx strictly from <https://motionarray.com/>, and footage to which you are the owner of and/or from <https://motionarray.com/> (trial users may use watermarked videos), only. All footage and music/sfx from the Organizer's catalog should be strictly used for purposes of the contest only.
4. In order to participate you need to upload the Video to Instagram with #MAhalloween in the title and tag Motion Array account in your post.
5. Participants need to follow Motion Array IG page.
6. Participants are eligible for one project entry.
7. By registering for the contest and submitting a video you accept all these terms and conditions and undertake to fulfill them.
8. Organizer reserves the right to modify or cancel the contest or any of the arrangements, schedules or other items directly or indirectly related to the contest, at any time and for any reason if deemed necessary in its opinion.

Eligibility

9. On the closing date of video submission, you must be 18 years of age or older.
10. You approve that there is no legal prohibition on your participation in the contest.
11. You must fulfill all the terms and conditions of participation.
12. Employee's of the Organizer and their family members are not eligible to participate.

Time Table

13. Launch: October 18, 2021 (6pm GMT+3)
Deadline for uploads and submissions of video: October 31, 2021 (6pm GMT + 3)
Announcing winners: November 8, 2021. The Organizer may change any of the dates specified herein upon its sole discretion.

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14. Any Video uploaded or submitted following the deadline date and time will not be eligible for a prize.
15. Organizer will bear no responsibility in case a Video was not received by the Organizer for whatever reason.
16. The decision whether a Video will participate or not will be made only by the Organizer and shall be final. Without detracting from the above, the Organizer reserves the right to decide whether a Video may not participate in the Competition at its sole discretion and for any reason (including for technical, procedural or substantive reason) and may disqualify a video that the Organizer believes might defame any person or entity and/or infringe upon, misappropriate and/or violate the rights of any person or entity or promote of improper objectives (such as promoting violence, hurting the helpless and so on).

Winner Selection

17. The Videos will be judged by a panel of judges appointed by the Organizer from among his employees.
18. The panel will select all the winners at its sole discretion and reserves the right not to select a winner or winners if Videos received are judged to be of insufficient quality.
19. Panel's decisions will be final in every situation and you will not have any claim or demand about it.
20. The Organizer will notify the winners about their win up to 30 days from the submission deadline. The notification will be sent to the email provided by the winners during registration and include details regarding the collection of the prize.
21. It's your responsibility to track the contest results. Organizer shall have no liability for your failure to receive notices due to provision of incorrect or otherwise non-functioning contact information. If the winner cannot be contacted or does not claim their prize within 48 hours of notification or publication of contest results, the Organizer reserves the right to withdraw the prize from the winners and pick replacement winners.
22. You will bear all liability imposed on you by any law for any duty or payment of all taxes applying to you consequent upon participating in the contest and/or winning any of the prizes.

Awards and Prizes

23. **1st place**
 - 23.1. 1 year subscription (Motion Array)
 - 23.2. iPad Pro

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22.3. Apple Magic Keyboard

22.4. Apple Pen

24. **2nd place**

23.1. 1 year subscription (Motion Array)

23.2. iPad Mini

25. **3rd place**

24.1. 1 year subscription (Motion Array)

26. The prizes are non-transferable and provide "as is". Organizer is not responsible for any prize supplied by any third party.

Warranties and Obligations

27. By submitting the Video to the Organizer and/or uploading it to Instagram for participation in the contest, you assign and transfer to the Organizer all copyrights in the Video as well as all now known or hereafter existing rights of every kind and nature throughout the universe in perpetuity and in all languages, pertaining to the video. Without limiting the foregoing, to the extent any video is not deemed to be exclusively owned by the Organizer, you hereby make a full, irrevocable assignment, in perpetuity, to the Organizer of all such Video. If any Video is not assignable to the Organizer, you hereby grant to Organizer a perpetual, irrevocable, fully paid-up, royalty-free, fully transferable, sublicensable, exclusive, worldwide right and license, free from any liens or encumbrances, to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of, otherwise enhance or modify, synchronize and otherwise exploit all or any portion of such video.

28. You hereby unconditionally and irrevocably waive the enforcement of "droit moral" rights, "moral rights of authors" or any similar rights with respect to attribution of authorship or integrity relating to the Video against Organizer and its exhibitors, broadcasters, publishers, licensees, users and other distributors.

29. In case the video features or promotes an existing brand, you must obtain all written permissions and approvals from the brand owner for using the brand in the video and provide a copy of such permissions to the Organizer.

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30. You represent and warrant to the Organizer that: (a) your participation in the Contest and your obligations in accordance with these Terms of Use do not and will not violate, conflict with, or result in a breach under any other agreement to which you are a party or by which you or the Video is/are or may become subject or bound; (b) you have all necessary rights to grant the rights and perform your obligation under this Terms of Use without any third party participation or approvals; (c) you will not grant any rights under any future agreement, nor will it permit or suffer any new lien, obligation, or encumbrances that will conflict with the full enjoyment by the Organizer of the rights granted to the Organizer under this Terms of Use; (d) you have and will have all requisite ownership, rights, and licenses to fully perform your obligations under this Terms of Use and to grant to the Organizer all rights with respect to the copyrights, trademark rights and other intellectual property and/or proprietary right of any third party granted under this Terms of Use, free and clear of any and all agreements, liens, adverse claims, encumbrances, and interests of any person or entity; (e) you will not, without the Organizer's prior written consent, incorporate any third party materials into any video, except for shots and music/sfx from <https://motionarray.com> only. (f) no part of any Video shall or will defame any person or entity and/or infringe upon, misappropriate and/or violate the rights of any person or entity, including, without limitation, any Intellectual Property Right(s), right(s) of privacy and/or right(s) of publicity of any third party; and (g) the video shall comply with the requirements of this Terms of Use;
31. You hereby unconditionally and irrevocably waive any claim or demand for any improper use of the Video and/or the manner of presentation of the video, as well as regarding any matter related to the contest, inclusive of, without limitation, its operation, terms of use and any other matter related thereto
32. You shall, indemnify, defend and hold harmless the Organizer and its affiliates, and its and their respective directors, shareholders, officers, agents, employees, licensees, judges of the panel, successors and assigns from and against any and all damages, costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by a third party arising out of, relating to and/or in connection with, directly or indirectly, (a) any breach or alleged breach of any of the representations and/or warranties made by you under this Agreement; (b) any breach or alleged breach of this terms of use by you;
33. You agree that the Organizer will be entitled to use your name and/or image and/or photos for presentation and promotion of the contest and announcement of the winners, if and to the extent the Organizer may desire, at its exclusive discretion. Your full name and full contact information may be also disclosed in order to comply with law enforcement, court orders or legal process.

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34. The laws of the State of Israel will exclusively apply to these Terms of Use and the competent Court in Tel-Aviv – Yaffo only, and no other Court anywhere else, will hold unique and exclusive jurisdiction to hear any matter resulting from these Terms of Use or involved in same (including any issue relating to the contest and/or to the video), whether directly or indirectly.
35. Any notice sent by email to the email provided by you will be considered to have reached its destination and read within 24 hours from its dispatch and will be considered as lawful service for any purpose and intent.