

TERMS AND CONDITIONS

FIFTH WALL® is an international dance film festival established in the Philippines in 2020. This is its fourth edition.

FIFTH WALL® Festival 2023 will take place in October 2023. This website domain is registered with/licensed with GoDaddy Operating Company, LLC. Submission of a dance film constitutes acceptance of the Entry Requirements and Guidelines, as well as the Terms and Conditions.

Participation Terms, Copyright and Conditions

- The FIFTH WALL® Competition is open to entries from all over the world. Each participant can submit only one video.
- Participants are not allowed to submit films entered to previous FIFTH WALL® Competitions.
- Participants are not allowed to submit films that have been part of non-competing categories of previous editions of FIFTH WALL®.
- The works must be short films in the genres of dance film (may be narrative, animation, experimental, documentary, etc.) with a film length of 5 to 30 mins, including all credits. All films must be shot in 16:9 (landscape orientation). This excludes works such as trailers or recordings of performances, one-minute films, commercials.
- Films must have a production date of 2023 or later.
- The works must be original and all rights must be held by the proponent. Applicants warrant that they are the copyright owners of any copyrighted material submitted. Applicants ensure that no third party rights will be infringed by FIFTH WALL®'s use of any of the submitted entries.
- The applicants warrant that they have secured full copyright and permissions in advance of submission, when applicable. If an action is brought against an applicant for infringement of copyright, FIFTH WALL® is held free and harmless of liability having had no participation in such act.
- The festival will not be accountable for any additional presentation costs. Please pay particular attention to ensure that music used has been cleared for copyright and any music presentation tariffs are not required. If an action is brought against an applicant for infringement of copyright, FIFTH WALL® is held free and harmless of liability having had no participation in such act.
- By participating in the festival, applicants cede the right to reproduce extracts and images of the submitted works to use, reproduce, amend, adapt, publish, distribute, execute and view the uploaded video (wholly or partially) on www.fifthwall.ph and/or other media channels (including but not limited to Facebook, Instagram, Youtube, Google +), web and mobile platform(s) of FIFTH WALL®. Participants waive all claims to remuneration where extracts of work are presented in such contexts. Any request to present extracts of work outside of such contexts by a third party will be communicated to the film rights holder by FIFTH WALL®.
- Once submitted, a film cannot be withdrawn for any reason.

Registration and Selection

- The entries must be submitted on or before August 20, 2023 (GMT+8), together with the completed registration form and requirements. The submitted video must be sent through a private (unlisted) link to the work, along with the password if necessary.
- International entries or submissions with a country of origin outside the Philippines are subject to a fee of USD 20. Nationality of films will be determined by the production's country of origin. The location of the majority of the film's production offices and personnel attributes to this signifier.
- Winning films will be selected by the jury appointed by FIFTH WALL®. The submitted works will not be returned to their proponents and will become part of the archive of the festival.
- A non-English film must have English subtitles for a better understanding of the piece.

Liability

FIFTH WALL® shall not be held liable for any injury or damage that may result from participation of the proponent or those involved in the film submitted. You fully accept and assume all responsibility for injury or damage that may result from preparation and participation in the Competition. You release and hold harmless FIFTH WALL®, its founder, employees, and other participants with respect to any or all injury or damages arising from the activity to the fullest extent permitted by law.

Standard Terms

- FIFTH WALL® is a film festival established and organized in the Philippines.
- Any dispute arising from FIFTH WALL® and these Terms and Conditions shall be brought in the Philippines and shall be governed by Philippine laws.
- Any and all applicants to FIFTH WALL® commit to having read and understood the above stated Terms and Conditions. FIFTH WALL® is entitled to disqualify any applicant found to not have complied with the aforestated provisions, without any further liability to such applicant and any affected third party.
- The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- These terms and conditions were last updated on 6 June 2023.

PRIVACY POLICY

FIFTH WALL® is an international dance film festival established in the Philippines in 2020. This is its fourth edition.

This privacy notice discloses the privacy practices for www.fifthwall.ph. This privacy notice applies solely to information collected by this website. It will notify you of the following:

1. What personally identifiable information is collected from you through the website, how it is used and with whom it may be shared
2. What choices are available to you regarding the use of your data.
3. The security procedures in place to protect the misuse of your information.
4. How you can correct any inaccuracies in the information.

This website adheres to and strives to be in compliance with the Data Privacy Act of 2012.

By using this Site, you agree to the collection and use of information in accordance with this policy.

Information Collection, Use, and Sharing

We are the sole owners of the information collected on this site. However, we only have access to collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to process your film submissions, order for ticket[s].

Unless you ask us not to, we may contact you via email in the future to tell you about events, programs, activities, new products or services, or changes to this privacy policy.

While using our Site, we may ask you to provide us with certain personally identifiable information that can be used to identify you which may include, but is not limited to your name.

Like many site operators, we collect information that your browser sends whenever you visit our Site ("Log Data"). This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Site that you visit, the time and date of your visit, the time spent on those pages and other statistics.

In addition, we may use third party services that collect, monitor and analyse the same.

Cookies

Cookies are files with small amounts of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive.

Like many sites, we use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Site.

Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information (such as credit card data), you will be redirected to a payment gateway where your information is encrypted and transmitted in a secure way. You can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the Web page.

Allow us to emphasise that the security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

However, we strive to use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

Links to External Websites

This website contains links to other websites – visitors are advised to take note of these sites' respective privacy policy.

Changes To This Privacy Policy

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website.