

THE 7TH ANNUAL MIGRAINE MOMENT SHORT FILM CONTEST

**Sponsored by the American Headache Society and the American
Migraine Foundation
Official Rules and Guidelines**

Purpose: The goal of this contest is to inspire individuals to create short films which can be used to promote migraine or other severe headache education, advocacy and awareness. Participants do not need to experience migraine themselves to participate. Films must be 5 minutes or less in length.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

Contest may only be entered in or from the 50 United States and the District of Columbia, Puerto Rico, Canada and Mexico and entries originating from any other jurisdiction are not eligible for entry. This Contest is governed exclusively by the laws of the United States. You are not authorized to participate in the Contest if you are not located within the aforementioned. All submissions must be in English. .

1. How to Enter. To enter the 7th Annual Migraine Moment Short Film Contest (“Contest”), during the Contest Period as defined below, go to <https://info.americanmigraine.foundation.com/mmsfc> (“Site”), read these Official Rules, complete the online entry form (including your name, mailing address, phone number, birth date (including age) and email address), upload your film in YouTube or Vimeo format (as a video on your YouTube or Vimeo channel) (“Theme”), agree to these Official Rules and click the “submit” button to upload your submission. All entry information and videos and accompanying information shall be collectively referred to herein as the “Submissions” or each as a “Submission.” Submissions must comply with the Guidelines and Restrictions defined below. Sponsor reserves the right to cancel or modify this Contest for any reason, including in the event an insufficient number of entries are received that meet the minimum judging criteria. Limit one (1) Submission per person/per email address.

By entering, each entrant warrants and represents the following with respect to their Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission will not infringe on any intellectual property or other rights of any third parties; and (c) any third parties appearing in the Submission have given entrant appropriate consent for their name, image, and voice to be used in accordance with these Official Rules. If a minor is included in your Submission, permission must be obtained in writing from the minor’s parent or legal guardian. Sponsor reserves the right to request third party releases from any third party included in any Submission at any time. Failure to produce fully executed third party releases (if applicable) in a form acceptable by Sponsor may result in disqualification of the Submission, in Sponsor’s sole and absolute discretion.

Providing a Submission constitutes entrant’s consent to grant Sponsor a royalty-free, irrevocable, perpetual, non-exclusive, sublicensable license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later

developed, including but not limited to on any and all Internet media, including Sponsor's web sites and properties and on social networking sites (i.e., Facebook, YouTube, Twitter etc.), for any legal purpose whatsoever. All terms and conditions of YouTube.com apply.

All entrants must have a valid email address. No automated entry devices and/or programs permitted. All entries, including Submissions, become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

2. Start/End Dates. Contest begins on **Thursday, June 9, 2022** and ends at 11:59:59 PM Eastern Time on **Friday, September 30, 2022** ("Contest Period").

3. Eligibility. Participation open to residents of the fifty (50) United States or the District of Columbia, Canada and Mexico **who are at least 13 years of age or the age of majority in their state of residence** as of date of entry. Void outside of the 50 United States and the District of Columbia, Puerto Rico, Canada and Mexico, and where prohibited, taxed or restricted by law. Employees, officers and directors of the American Headache Society and American Migraine Foundation ("Sponsor"), its promotional agency Yakkety Yak, and its and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Contest materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors, and those directly employed by a pharmaceutical company within migraine therapeutics are not eligible to enter.

4. Submission Guidelines and Content Restrictions: By entering, each entrant agrees that their Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

- The Submission must not exceed 5 minutes in length.
- Submissions cannot mention any medications, pharmaceutical companies, healthcare professionals, hospitals or clinics by name.
- Care must be made to ensure that all statements made are factual and accurate. The Submission must not have been previously published.
- The Submission must be a complete finished work and uploaded at final resolution at time of entry.
- The Submission can be works of fiction, animation, or documentary in content.
- The Submission must meet YouTube which can be found at <https://www.youtube.com/creators/> or Vimeo specifications which can be found <https://vimeo.com/help/guidelines#video>
- Both audio/visual and visual only entries are permitted.

- Video and audio content must be your own.
- Contestants and Videos must meet the Eligibility and Submission requirements listed herein.
- Winners must grant the Sponsor a perpetual royalty-free worldwide license to publish/display submitted video content on any of Sponsor’s website or social media accounts in whole or in part.
- Contestants will retain all other rights to their work.
- Contest is open to amateurs

Content Restrictions:

- The Submission must not contain medical advice or any sensitive or confidential patient information, including without limitation any healthcare information or information about patient treatment plans, treatment facilities, prescription drugs or the like;
- The Submission must not prominently depict or refer to any brand, trade name, or trademark including drugs or devices. The Submission may refer to specific drug classes and treatments in generic terms (e.g. “triptans,” “CGRP antagonists,” “beta blockers,” “transcranial magnetic stimulation,” “preventive medication”, “biofeedback” “magnesium” etc.);
- Submissions can not mention any medications, pharmaceutical companies, healthcare professionals, specific providers name, any specific company name, or hospitals or clinics by name.
- The Submission must not contain material (including music) that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not in any way disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, gender identity, medical or psychological condition or disability, age or any other basis prohibited by law; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created.
- The Submission can not include illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.
- Care must be made to ensure that all statements made are factual and accurate.
- The Sponsor reserves the right to disqualify any Submission that it considers inappropriate for public viewing in its sole discretion.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant’s Submission.

Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

Judging Panel/Judging Criteria. Following the close of the contest on **September 30, 2022**, all eligible Submissions will be judged by a representative panel of judges based on the following criteria ("Judging Criteria"): (i) creativity; (ii) narrative/story/message; (iii) advocacy potential; (iv) technical craftsmanship/film quality and (v) overall message. I. This judging process will identify the top three highest scored films, which will then be shared with the general membership of the American Headache Society and American Migraine Foundation, who will vote and ultimately decide upon the 1st, 2nd and 3rd place winners.

Prizes. First Place: One (1) First Place winner shall receive \$2,500 cash. In addition, Sponsor may feature winner's winning submission on Sponsor's website and/or the American Migraine Foundation's website in Sponsor's sole discretion. The winning filmmaker will be offered the opportunity to participate in a "Meet the filmmaker" video interview which would be featured on the AHS and AMF websites with the film.

Second Place: \$1,000 cash and possible placement of the film on the AHS and AMF websites (in Sponsor's sole discretion).

Third Place: \$500 cash and possible placement of the film on the AHS and AMF websites (in Sponsor's sole discretion).

Total approximate retail value of all prizes combined: \$4,000. Prizes are non-transferable. No substitutions or cash redemptions. **Sponsor is not responsible in any manner if Contest cannot take place, if any prize cannot be awarded or the prize cannot be awarded in the intended manner due to acts of God, acts of war, natural disasters, public health crises, epidemics, pandemics, travel restrictions, government restrictions or bans, acts of public authorities, weather or acts of terrorism.**

All unspecified expenses and all federal, state and local taxes are the responsibility of winners. AHS will report the value of prizes of \$600 or more to the Internal Revenue Service. All winners should consult with their tax advisors regarding the taxability of all prizes.

5. Notification. On or about **November 21, 2022** winners will be notified by e-mail or telephone and may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document within twenty-one (21) days of prize notification. Additionally, potential winners may be required to submit releases from any and all third parties appearing in their respective Submissions. If any potential winner is considered a minor in their jurisdiction of residence, Affidavit or Declaration of Eligibility, Liability/Publicity and rights transfer document must be signed by their parent or legal guardian. If any potential

winner cannot be contacted within twenty one (21) calendar days of first notification attempt, fails to comply with these rules (including signing necessary releases and providing adequate releases from third parties), if any prize or prize notification is returned as undeliverable, if any potential winner rejects their prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and may be awarded to the Submission with the next highest score. Upon prize forfeiture, no compensation will be given.

6. Conditions. Sponsor shall not be liable or responsible in the event Submission is not used for any reason. Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Contest and/or acceptance of prize constitutes each winner's permission for Sponsor to use their name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Submission and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winners agree to release and hold harmless Sponsor, Yakkety Yak, YouTube, Vimeo and their advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified.

7. Additional Terms. Any attempted form of entry other than as set forth in Section 1 above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud, epidemics, pandemics or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute as to any Submission, the authorized account holder of the email address and/or YouTube account used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

8. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND/OR FROM DOWNLOADING AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New Jersey. The prevailing party shall have its reasonable costs and attorney's fees paid by the losing party.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of New Jersey. The parties agree not to raise the defense of forum non conveniens.

10. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://americanheadachesociety.org/privacy-policy/>. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

11. List of Winners. To obtain a list of winners, please visit <https://americanmigraine.foundation.org/> or email info@americanmigraine.foundation.org

12. Sponsor. The American Headache Society, 19 Mantua Rd., Mount Royal, NJ 08061 and American Migraine Foundation, One Rockefeller Center, 11th Floor, New York, NY 10020

This contest is in no way sponsored, endorsed, or administered by YouTube or Vimeo. You are providing your information to Sponsor and not to YouTube or Vimeo.