

## APPENDIX 1:

### EUROPEAN BUSINESS AWARDS VIDEO ENTRIES

#### TERMS & CONDITIONS [FOR TRACC CLIENT PREMISE FILMING / TRACC EDITED VIDEOS]

This agreement sets out the terms and conditions for the editing of a Video Entry (Film) by Tracc Films Limited (Tracc Films Ltd) featuring your company (Client) for the purpose of the second stage of judging in the 2016/17 European Business Awards. Tracc Films Limited and the Client agree to be bound by the terms and conditions of this Agreement. This Agreement shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

#### 1. Payment

- 1.1. The cost of creating the film will be submitted by Tracc Films to the Client prior to the commencement of filming.
- 1.2. Included in the cost of a Gold package (film) are crew charges, filming at a location arranged by the client and Tracc Films, up to 5hrs filming session (depending on location), full editing services and inclusion of the EBA sting, opening slate, transition slates, closing title, captions, basic infographics, company logo. Please note crew travel and accommodation expenses up to the value of €600 are included in the cost of your film, any costs over this amount will be charged separately.
- 1.3. An invoice will be submitted to the Client on receipt of a completed Booking Order Form.  
Payment terms are strictly 100% prior to filming. 100% to be paid within 14 days after receipt of original invoice or before filming commences, whichever is first.

#### 2. Copyright

1. The film the Client will receive contains copyrighted material which may not be reproduced, uploaded or copied in any way until full payment for the order has been made to the EBAs.
2. In instances where the filming location is arranged by the Client, the Client will warrant that all necessary permissions have been obtained from any persons who may intentionally or unintentionally be filmed whilst on its own premises or on any premises that it has granted Tracc Films Ltd permission to film and that the Client accepts full liability for any such failure. (Tracc Films Ltd will assist the client in provision of the necessary protocol for obtaining such permissions.)
3. Full and irrevocable license to use the copyright (the Film) will be granted to the Client for use in any marketing and promotional activity, with the exception of televised broadcasts .
4. The Client undertakes to accept full liability against any copyright breaches relating to content that it has provided to Tracc Films. Tracc Films will require the Client to fully indemnify Tracc Films and the EBAs against any breach of copyright from any footage, visuals or content supplied for final inclusion in the Film.
5. The Client will warrant that all information it supplies for the Film is a true and honest representation of the business and any comments from employees featured in the Film are not: obscene, threatening, menacing, offensive, defamatory, abusive, in breach of confidence, in breach of any intellectual property right (including, without limitation, copyright) or otherwise in breach of or in violation of any applicable law or regulation or code.
6. The raw footage (the 'rushes') captured during the filming process will remain under the ownership of Tracc Films and The European Business Awards. The Client may request the option to purchase a copy of the rushes for an agreed fee.
7. For music usage the Client is covered to use the film on their own website, YouTube channel and social media platforms. If the Client starts paying to place/host the film anywhere online it is considered as being an online commercial usage and has a cost attached which the Client is liable for. Please contact Tracc for details.

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### 3. Production Process

- 3.1. *Confirmation to Proceed* - Prior to commencement of filming, the Client is required to respond via email their confirmation agreeing to the costs of the Film, filming location, filming times and to these terms and conditions.
- 3.2. *Graphics & Company logo* - The Client will make available to Tracc Films the company logo and any graphics and assets that should appear in the film.
- 3.3. *Presentation and Edit Script* - The Client will complete and return to the Tracc Films the script documents outlining the presentation for filming and an edit script with instructions for the placement of graphics or assets into the Film during the editing process. Client will upload the scripts to their EBA profile at least 10 working days prior to filming taking place.
- 3.4. *Edit* - Tracc Films will use the scripts and instructions there-in provided by the Client to produce the Film. The EBA sting, opening slate, transition slates, closing title, captions, graphics and company logo will be included in the Film during the editing process.
- 3.5. *Approvals* - The Film will not be submitted back to the Client for approval prior to upload instead the Film will be viewed and approved by the Series Producer at the EBAs before being uploaded to the European Business Awards website.
- 3.6. *Delivery* - The completed Film will be uploaded to the Client's profile page for judging and a wetransfer link will be sent to the client which will contain high res version of their video (Vimeo optimised spec) for downloading within 7 days of receipt, after this the wetransfer link will expire.
- 3.7. *Film duration* - The Film will not exceed 3 minutes and 25 seconds.

### 4. Force majeure

- 4.1. The expression 'an event of force majeure' shall mean and include: fire, flood, casualty, lockout, strike, labour disputes, industrial action of any kind, unavoidable accident, breakdown of equipment, national calamity or riot, Act of God, the enactment of any Act of Parliament or the act of any other legally constituted authority, any cause or event arising out of or attributable to war, or any other cause or event (whether of a similar or dissimilar nature) outside the control of the parties other than a shortage or lack of money.
- 4.2. Should the exercise of the rights and obligations under this Agreement be materially hampered, interrupted or interfered with by reason of any event of force majeure, then the obligations of the parties shall be suspended during the period of such hampering, interference or interruption consequent upon event/s and shall be postponed for a period of time equivalent to the period/s of suspension, and the parties hereto will use their best endeavours to minimise and reduce any period of suspension occasioned by any of such event(s).
- 4.3. If by any reason of any event of force majeure either of the parties to this Agreement shall be delayed in, or prevented from, performing any of the provisions of this Agreement then such delay or non performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by either of the parties from the other by reason thereof.

### 5. General

- 5.1 Except as otherwise agreed in writing, including the release of agreed public announcements, the parties agree to keep all terms and particulars of this Agreement strictly confidential at all times, subject to any disclosure which may be required by law.
- 5.2 Nothing contained in this Agreement shall be deemed to create any relationship or partnership, joint venture or agency between the parties.

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3. This Agreement may only be varied or amended by the written agreement of both parties.
4. In instances where the filming location is arranged by the Client, the Client will warrant that Public Liability Insurance cover is in place in the event of accident or injury to any persons who may or may not be involved in the filming process whilst on its own premises or on any premises that it has granted the EBAs permission to film.

#### **6. Cancellation**

- 6.1 Other than stipulated in clauses 4.1, 4.2 and 4.3, this Agreement may be cancelled by the Client only on receipt of written notice by Tracc Films Ltd not less than 48 hours of receipt of the Booking Order Form. A charge equal to 50% of the total cost of the edit will apply for any cancellations within this period. For any cancellations made after this period a charge equal to 100% of the total Film will apply.

**Please send an email to the European Business Awards confirming that you have read and understood the payment terms and stipulations set out in these Terms and Conditions.**