### **Terms and Conditions**

Effective Date: July 1, 2025

Date of Posting: July 1, 2025

## Eligibility

- The contest is open to U.S. residents aged 18 or older at the time of entry, unless otherwise specified for youth-focused contests or divisions.
- For contests or portions open to minors (under 18), parental or legal guardian consent is required for participation and content submission. Minors featured in submissions must appear with their parent or guardian's consent.
- Employees, contractors, or affiliates of Beyond the Flow LLC are not eligible to win prizes but may submit content for exhibition purposes.
- By participating in this Contest, you agree to abide by these Terms and Conditions and all decisions of Beyond the Flow LLC, which are final and binding in all respects. Failure to comply may result in disqualification.

## **Submission Guidelines**

- All content must be original, age-appropriate, and reflect the values and mission of Beyond the Flow LLC.
- Submissions must not exceed 2 minutes and 30 seconds in total length.
- Content may be live action or animated.
- If the submission features another individual's story, that person must appear in the video and provide written consent.
- All submissions must be received during the official submission period.
- Participants must own or have secured all necessary rights, licenses, consents, and permissions to use any third-party content (including music, video, or images) featured in their submission. Use of unlicensed copyrighted material will result in disqualification. Beyond the Flow LLC complies with the Digital Millennium Copyright Act (DMCA) and reserves the right to remove infringing content upon notice.

## **Payment Terms**

Participation in the Impact Creator Award requires an active membership, which grants access to the contest and related platform features. Each submission must be associated with a valid membership. Membership payments are **non-refundable**, including in cases of disqualification, withdrawal, or submission rejection. Funds collected support the operational, promotional, and engagement efforts of the contest.

### **Membership Waiver Opportunities**

Beyond the Flow LLC offers up to **five (5) membership scholarships** for individuals who would otherwise be unable to participate due to financial hardship. To be considered for a waiver:

- Applicants must email brianna.aaron@beyondtheflow.org
- The **subject line** of the email must be: [Full Name] – Beyond the Flow Challenge Membership Waiver – [Today's Date]
- The body of the email should briefly explain your interest in the contest and reason for seeking a waiver.

Waivers will be awarded on a **rolling basis** to the **first five eligible applicants**. All waiver decisions are final and not subject to appeal.

# Judging and Winner Selection

This Contest is a skill-based competition, and winners are determined by a judging process involving qualitative criteria. All decisions are final and not subject to appeal.

- Content that is defamatory, obscene, offensive, or violates any law or third-party rights will be disqualified.
- If the story features another person, the participant must confirm that consent was obtained by checking the designated box on the contest entry form.

#### **Judging Process:**

- All entries will first be reviewed by the entire Beyond the Flow LLC staff using an internal rubric that evaluates creativity and originality, storytelling clarity and structure, engagement and impact, and production quality.
- Based on this rubric, BTF staff will narrow the entries down to a top 5–10 finalist pool (size may vary depending on total submissions).
- From this finalist pool, a guest judge unaffiliated with Beyond the Flow LLC will review the top entries and select the Grand Prize and Honorable Mention winners.
- All entries will be reviewed within 30 days of the Submission Period closing. Winners will be notified via the contact method provided in their submission.

## Prizes

All prize winners are solely responsible for any and all applicable federal, state, and local taxes and fees associated with the receipt and/or use of any prize. Beyond the Flow LLC may issue IRS Form 1099 if required by law.

- One (1) Grand Prize winner will receive a cash prize of one hundred fifty dollars (\$150 USD).
- Two (2) Honorable Mentions will each receive twenty-five dollars (\$25 USD).
- Prizes will be distributed via PayPal, Zelle, or Stripe only.
- Winners will be contacted directly with instructions.
- Prize winners may be invited to collaborate on future Beyond the Flow content initiatives.
- All federal, state, and local taxes associated with the receipt or use of any prize are the sole responsibility of the winner.
- Prizes are non-transferable and no substitution or cash equivalent is allowed, except at the sole discretion of Beyond the Flow LLC.

# **Rights Granted to Beyond the Flow LLC**

By submitting an entry, participants grant Beyond the Flow LLC a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, display, and create derivative works of the submitted content in any media formats and channels for promotional, marketing, and other purposes related to the Contest or Beyond the Flow LLC.

Participants retain ownership of their submissions but agree that Beyond the Flow LLC may use the content without additional compensation or notice. Participants waive any and all moral rights associated with their content and agree not to assert any claim related to Beyond the Flow's use. Entrants represent and warrant that their submission is original and does not infringe the intellectual property rights of others.

In addition to the license granted above, by submitting an entry, participants agree to allow Beyond the Flow LLC to use their name, likeness, voice, biographical information, and submitted content for promotional purposes in any media without further compensation or notice, to the extent permitted by law.

## Privacy

Personal information collected in connection with the Contest will be used in accordance with Beyond the Flow LLC's Privacy Policy, which is available on the website. By entering the Contest, participants consent to the collection and use of their personal information for the purposes of administration and communication related to the Contest.

## **Limitation of Liability**

Beyond the Flow LLC, its affiliates, and related parties are not responsible for lost, late, incomplete, inaccurate, or misdirected entries or communications. Beyond the Flow LLC is not liable for any damages, losses, or injuries arising from participation in the Contest or use of any prize.

**Social Media Platform Disclaimer:** This Contest is in no way sponsored, endorsed, administered by, or associated with Instagram, Facebook, TikTok, or any other social media platforms used to promote the Contest. By entering, participants acknowledge that these platforms are released from any liability related to the Contest.

## Disqualification

Beyond the Flow LLC reserves the right to disqualify any participant or submission that violates these Terms and Conditions, Contest rules, or community standards. Entries that are fraudulent, plagiarized, or otherwise violate intellectual property rights will be disqualified.

All entries will be reviewed within 30 days of the Submission Period closing. Winners will be notified via the contact method provided in their submission.

## Indemnification

By entering, participants agree to release, indemnify, and hold harmless Beyond the Flow LLC, its employees, agents, and affiliates from any claims arising out of their participation or submission, including but not limited to intellectual property infringement, defamation, or breach of these Terms.

#### **Governing Law and Dispute Resolution**

The Contest and these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Illinois, USA, without regard to conflict of law principles. Any disputes arising out of or relating to the Contest shall first be submitted to non-binding mediation in the State of Illinois. If unresolved, disputes shall be subject to the exclusive jurisdiction of the state and federal courts located in Illinois.

#### Miscellaneous

This Contest is in no way sponsored, endorsed, or administered by, or associated with, Instagram, TikTok, Facebook, or any other third-party platform used to promote the Contest. By entering, you release these platforms from any and all liability related to the Contest.

If any provision of these Terms and Conditions is held invalid or unenforceable, the remaining provisions will remain in full force and effect. Beyond the Flow LLC reserves the right to modify or cancel the Contest at any time without prior notice. Participation in the Contest constitutes acceptance of these Terms and Conditions.

## **Contact Information**

For any questions regarding the Contest or these Terms and Conditions, please email: admin@beyondtheflow.org

Thank you for participating and going Beyond the Flow!