

ACTNOWFILM PROJECT TERMS AND CONDITIONS FOR APPEARING IN ACTNOWFILM

1. The following terms and conditions apply to all applications to take part in, and interviews recorded for the COP28 ActNowFilm Project (“**ActNowFilm Project**”). By signing this form, participants agree to these terms and conditions.
2. The ActNowFilm Project is organised and hosted by the University of Cambridge’s Cambridge Zero initiative and The University of Bath’s Institute for Policy Research. The legal entities with whom participants are contracting are the University of Cambridge (full legal and corporate title “The Chancellor, Masters, and Scholars of the University of Cambridge”) and The University of Bath (“**the Universities**”).
3. Anyone (under the age of 30), with an interest in climate, and/or any climate expert can apply to be interviewed for the ActNowFilm Project. However, if an interviewee is under the age of 18, a guardian or parent must complete an accompanying consent form for that person. Without a signed consent form, the Universities will not be able to use the interview in the ActNowFilm Project.
4. **CERTIFICATES OF PARTICIPATION:** The Universities are very grateful for all applications and interviews but regrettably may not be able to use all of them in the ActNowFilm Project. The Universities have no obligation to include any interviews, and retain full and final editorial control over the ActNowFilm Project. Upon completing their interview, participants are welcome to request an e-certificate to mark their contribution toward this project by emailing info@zero.cam.ac.uk with the reference ACTNOWFILM PROJECT CERTIFICATE. The Universities will issue e-certificates at their discretion. No other correspondence will be entered into regarding any entries or interviews that are not used.
5. **COMPLIANCE WITH APPLICABLE LAW:** It is the participants’ responsibility to ensure that (i) they are lawfully able to submit their entry to the ActNowFilm Project, and (ii) their entry complies with all applicable laws, including but not limited to the law of the state or country



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from which the entry is submitted and the law of the state or country in which the participants are domiciled.

6. **GRANT OF RIGHTS:** Participants grant to the Universities a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable (with unlimited levels of sub-licensing), licence to all intellectual property rights in their interviews (including but not limited to all rights granted by copyright and performers' rights) for all purposes in connection with (i) the ActNowFilm Project, and (ii) the Universities' activities generally, including but not limited to teaching and research unrelated to the ActNowFilm Project. Participants acknowledge that entries may, if used, be edited, translated and/or adapted and used in whole or part at the Universities' discretion.
7. **CREDITING:** The Universities will credit participants who appear in the ActNowFilm Project in an editorially appropriate manner to be determined at the Universities' discretion. Participants acknowledge and agree that crediting applies to the full length ActNowFilm only and it may not be possible or editorially appropriate to credit participants in any cut-down, teaser, trailer or other shorter length versions of the film. Subject to the above, participants waive (and shall procure that any persons that have contributed to or feature in the entry waive) all moral and/or non-economic rights (or equivalent in any jurisdiction) they may have in relation to their interviews, including but not limited to the right to attribution and the right to object to derogatory treatment of a work.
8. **PRIVACY:** Participants consent to the use of their personal information for the purposes outlined in these terms and conditions and on related pages about the ActNowFilm Project. Participants can withdraw consent at any time and their film will no longer be used but any copies already in circulation will not be amended. Entries will be disseminated and/or published as described in these terms and conditions and/or on the ActNowFilm Project pages; this may involve transmission internationally, and in submitting an entry, participants consent to this. The Universities will retain copies of submitted films for as long as they continue to use them for the purposes outlined; this may be up to three years. Further details about the Universities' use of personal information are published at <https://www.information-compliance.admin.cam.ac.uk/data-protection/general-data> (for the University of Cambridge) and at <https://www.bath.ac.uk/corporate-information/university-of-bath-privacy-notice/> (for The University of Bath).
9. **WARRANTIES AND REPRESENTATIONS:** Participants warrant and represent as follows:



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- their interviews comply with applicable law in accordance with clause 5 and conform with the Entry Requirements in clause 8;
- their entries do not contain any computer virus and are provided in an uncorrupted state;
- any persons appearing or who are otherwise identifiable in their entry consent to the submission and the use of the entry and (if applicable) their names in accordance with these terms and conditions;
- their entry does not contain images of a third party's private property, or, alternatively, that the participant has obtained permission from each person whose private property appears in the video, and that participant has the power to and will grant the rights to the Universities described herein, and can and will make such permissions available to the Universities upon request.

10. **NO COMPENSATION:** Subject to applicable data protection law, any communication or information in the entry and/or transmitted to the Universities by email or otherwise in connection with the ActNowFilm Project is and will be treated as non-confidential and non-proprietary. Participants will in no circumstances be entitled to any compensation, financial or otherwise, in return for the use of their entry in the ActNowFilm Project.

11. **INDEMNITY:** Participants shall indemnify and hold harmless the Universities and their staff and students, and any other contributors to or collaborators in the ActNowFilm Project (including but not limited to other participants) (“**the Indemnified Persons**”) from and against any and all third party claims, actions or proceedings of any kind and from any associated damages, liabilities, penalties, costs (including but not limited to reasonable professional costs), expenses or other losses whatsoever and howsoever incurred arising out of or in connection with the participant’s negligence or breach of these terms and conditions.

12. **LIMITATION OF LIABILITY:** Nothing in this agreement purports to limit the Universities’ liability which cannot legally be limited. The Universities shall have no liability to participants whether in contract, tort (including but not limited to negligence), misrepresentation or otherwise for any indirect or consequential loss of any kind. The Universities’ total liability to the participants for direct loss shall in no circumstances exceed £1,000 (One Thousand Pounds) each. Participants acknowledge the Universities’ charitable status and the not-for-profit nature of the ActNowFilm Project and accordingly accept that this limitation of liability is reasonable in the circumstances.



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13. **NO JOINT LIABILITY:** The Universities shall not be liable for each other's acts or omissions and accordingly the liability of the Universities under or in connection with this agreement shall be several and not joint.

14. **SEVERABILITY:** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

15. **RIGHTS OF THIRD PARTIES:** With the exception of the Indemnified Persons in clause 11, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

16. **GOVERNING LAW AND JURISDICTION:** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Name:

Signature:

Date:



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