

Terms & Conditions – Netflix New Voices Script Contest

Entrants (“Entrants”, “you”) to the Netflix New Voices Script Contest (the “Competition”) agree to be bound by these Terms & Conditions. Please read these Terms & Conditions carefully in order to ensure that you are aware and agree to your rights and obligations. You can download and print these Terms & Conditions.

1. Definitions

1. In these Terms & Conditions, the definitions listed below have the following meaning:

<i>Competition:</i>	the Netflix New Voices Script Contest, a skill-based contest organized by Netflix in collaboration with Scriptbank to identify new, talented local screenwriters (“new voices”) from the Netherlands. From all the submissions, up to 15 Entrants will be selected to work out their Proposal to a Script, for which they will receive a working budget. Up to 5 winners (to be selected by the Jury) will receive a cash prize. Up to top 2 winning scripts (to be selected by the Jury) will be optioned by Netflix for development and consideration for production as a feature film to be launched primarily on Netflix’s on demand service.
<i>Entrant (you):</i>	a screenwriter participating in the Competition;
<i>IP Rights:</i>	all present and future intellectual property rights such as copyrights, database rights, (un)registered design rights, neighboring rights, patent rights, trademark rights, trade name rights and any other intellectual property rights or related rights, such as domain names and knowhow, in any part of the world;
<i>Jury:</i>	A jury composed of experienced and qualified script editors approved by Netflix, tasked with evaluating and selecting Proposals/Scripts and coaching selected Entrants from Proposal to Script;
<i>Netflix:</i>	Netflix International B.V., a private limited liability company with its registered office in Amsterdam at Karperstraat 10, 1075 KZ Amsterdam;
<i>Platform:</i>	the online environment created for the Competition, where Entrants can subscribe to the Competition and submit their Proposals, available at www.netflixnewvoices.nl ;
<i>Proposal:</i>	the initial submission from an Entrant in the Competition;
<i>Script:</i>	a 90-minute script for a feature film, based on the Proposal;
<i>Scriptbank:</i>	Stichting De Proeftuin, a foundation with its registered office in Amsterdam at De Wittenkade 75, 1052 AE Amsterdam;
<i>Terms & Conditions:</i>	these Terms & Conditions.

2. The Competition

1. The purpose of the Competition is to identify new, talented and local Entrants (“new voices”).
2. The Competition will consist of the following steps:

1. **Proposals** - The acquisition of Proposals from Entrants via the Platform. In this part, the focus will be on finding original voices and stories. Out of all submissions, the Jury will select up to 15 Proposals for round 2.
2. **Writing Scripts and coaching** – In round 2, Entrants whose Proposal is being selected will work out their Proposal to a Script. Entrants will receive coaching, supervision and Script review from script editors from Scriptbank. The Entrants in round 2 will each be provided with a working budget. At the end of round 2, the Jury will select up to 5 winning Scripts, the Entrants of which will be rewarded an additional cash prize. In the final round, up to top 2 winning Scripts will be optioned by Netflix for development and production into films to be launched via the Netflix' service. The working budget/prizes and tentative time periods of the different rounds are set out on www.netflixnewvoices.nl/en/faq.
3. Netflix is not obliged to option for development or produce the winning Scripts, nor does it provide any guarantees in that regard.
4. Netflix reserves the right, in its sole discretion, to terminate the Competition in the event it does not receive qualified Proposals. Netflix may also, in its sole discretion, change the number of Entrants selected in each round under section 2.2 above.
5. If for any reason the Competition is not capable of running as planned, in Netflix's sole discretion, including – but not limited to – technical failures, illness of employees and/or absence of key employees needed to organize the Competition or to provide the Platform, pandemic/epidemic (including covid19), government measures, shortcomings by third parties that were engaged by Netflix, disruption of the internet connection, hardware failures, failures in (telecommunication) networks and other unforeseen circumstances such as inadequate quality or number of submitted Proposals and/or Scripts, Netflix may, in its sole discretion, change these Terms & Conditions or cancel, terminate, modify, or suspend the Competition or working budgets or prizes awarded.

3. Eligibility

1. The Competition is open to Entrants that:
 - a. are at least 18 years old;
 - b. are residents in the Netherlands or the Carribean part of the Netherlands;
 - c. speak and write Dutch or English;
 - d. are willing and able to write a 90-minute script in accordance with section 2.2 above;
 - e. Netflix reserves the right to disqualify any Entrant from the Competition if, in Netflix's sole judgement, the Entrant does not meet any of the criteria for eligibility and/or has not complied with these Terms & Conditions, or has engaged in any conduct that is detrimental or unfair to Netflix, the Competition, or any other Entrant.

4. How to enter

1. The Competition opens to entries and closes for entries on the dates set out on www.netflixnewvoices.nl/en/timeline.
 - To enter, Entrants must submit their Proposal and contact details in the manner as described on the Platform.
 - Proposals are in Dutch or English and must be the original creation of the Entrant.

- Proposals shall fulfil the following requirements:
 - All information must be provided in one PDF file of maximum ten pages
 - A synopsis, including logline. No more than one page.
 - A maximum of three pages with short descriptions of the main characters, arena, style and atmosphere, the theme or themes that the writer hopes to explore, and why the idea fits the Competition.
 - A CV of the applicant with education, previous film projects and relevant experience in the media, storytelling. no more than one page.
 - The writing assignment of maximum five pages.
 - Additional information is allowed, provided everything stays within the ten pages.
 - Only text, no images.
 - The PDF should contain the name and contact details of the writer.
 - The PDF file should not have any document restrictions (printing, copying)
 - Only registrations that meet the guidelines will be processed.
2. No more than one Proposal may be submitted by any Entrant.
 3. Netflix will only accept Proposals that are completed and submitted in the format designated and within the designated time limits. Incomplete Proposals may be refused.
 4. Entrants are responsible for all costs associated with preparing and submitting their Proposals. Such costs will not be refunded.
 5. You agree that your Proposal and/or Script may be made public by Netflix and/or Scriptbank, in whole or in part, at their sole discretion.
 6. By entering the Competition, you consent to the use of and publication of your name and the title of your Proposal on the Platform.
 7. Entrants gives permission to Netflix and its affiliates and partners (including Script Bank) to use that Entrant's name, likeness, voice and biographical information and Proposal and/or Script for advertising and promotional purposes relating to the Competition, in any and all media throughout the world, without additional compensation, notification or permission. The Entrant agrees to participate in reasonable marketing and promotional activities.
 8. Upon written request to Scriptbank by no later than the closing date for entry into the Competition as set out in 4.1 above, an Entrant shall have the right to withdraw his/her submitted Proposal.

5. Selection and Criteria

1. All eligible Proposals will be evaluated by the Jury.
2. Netflix may provide additional eligibility criteria if the number of Proposals submitted exceeds its expectations.
3. The Jury may request additional information from the Entrants as may be necessary to evaluate the Proposals, and Entrants shall provide such information to the Jury.
4. The selected Entrants under section 2.2.2 above may be announced publicly, during a live or video event. Any selected Entrants will receive an e-mail before the selected Proposal is being announced by Netflix. Selected Entrants have two (2) days from receipt of the notification email to confirm acceptance of the possibility to work out their Proposal to a Script in round 2. If the

selected Entrant is ineligible, cannot be reached, or fails to respond within two (2) days upon receiving the notification, that Entrant will forfeit the opportunity to continue to round 2. The Jury may grant the option to proceed to round 2 to a substitute Entrant, but is not obliged to do so.

5. The selected Entrants for round 2 will receive in-depth mentoring and coaching with 1:1 Script reviews with script editors from Scriptbank. There may also be a webinar and Q&A. Entrants shall complete their Script within the time frame set out on www.netflixnewvoices.nl/en/timeline.
6. Upon completion of round 2 and after each Entrant has submitted their Script, the Jury will evaluate the Scripts submitted. The Scripts will be judged based on concept, story and characters. The Jury will select the winning Scripts. The winners may be announced publicly during a live or video event or in a written communication by Netflix and Scriptbank.
7. The Jury's decisions are final and binding on all matters pertaining to the Competition.

8. Prizes

1. The prizes and working budget for the different rounds set out in section 2.2 above can be found on www.netflixnewvoices.nl/en/faq.
2. You accept that you are not entitled to any additional payment or reimbursement of costs payment than as set out in section 8.1 above.
3. All taxes and social charges associated with any prize acceptance are the sole responsibility of the Entrant. If taxes or other charges are applicable to the prize(s), it is the responsibility of the Entrant to timely declare and pay such to appropriate authorities.
4. By submitting your Proposal and/or Script in the Competition you grant Netflix an exclusive first right of refusal to acquire the same for further development and/or production. If Netflix decides to develop or produce winning Scripts, Netflix and the Entrant shall conclude a separate agreement for that purpose, which Netflix shall provide to the Entrant upon completion of the Competition.

9. Entrant's Personal Information

1. By entering the Competition and submitting your Proposal and contact details to the Platform, you will provide personal data to Netflix. This personal data will be processed in accordance with the Privacy Policy www.netflixnewvoices.nl/en/p/privacy-statement and the applicable laws and regulations.

10. Entrant Representation and Warranties

1. You guarantee and warrant that you have the authority and legal capacity to participate in the Competition and that the Proposal and (where applicable) the Script submitted by you in the course of the Competition are your own, original creation (including ideas, concepts and materials) which have not before your submission to the Competition been exploited or subject of transfer, license or other exploitation by you or to a third party.
2. You warrant not to grant any rights to a third party in and to the Proposal and/or Script during the selection process in the Competition. The obligation under this section 10.2 shall terminate upon (i) Netflix or Scriptbank notifying you that you have not been selected to a following step

in the Competition, or (ii) in any event by no later than at the expiry of a winner's grant of negotiation period for Netflix to acquire rights according to section 8.4 above.

3. You guarantee that the Proposal and/or Script in this Competition will not (i) infringe the rights of Netflix or third parties, or constitute libel or defamation, including – but not limited to – IP Rights or rights in relation to the protection of privacy, (ii) be contrary to any current legislation or regulations, (iii) be contrary to any provision in these Terms & Conditions (iv) be obscene, discriminatory, hateful or racially or ethnically offensive. Further, you guarantee that there is no pending or threatened litigation or claim against the Proposal and/or Script.
4. You are liable for and indemnify Netflix completely against any damages and costs, including – but not limited to – damages resulting from (alleged) infringements of IP Rights, claims by third parties, loss of profits, penalties incurred and legal fees, which Netflix suffers or makes as a result of (i) an attributable breach of the Terms & Conditions by you, (ii) your entry in the Competition (including your Proposal and (where applicable) Script) and/or use of the Platform or (iii) an unlawful act.

11. Intellectual property rights

1. The IP Rights in relation to the Competition, the Platform and all accompanying materials are held by Netflix or its licensors. Nothing in these terms is intended to entail any transfer or grant of IP Rights to you.
2. You retain the IP Rights to your Proposal and, where applicable, Script. By making available your Proposal via the Platform you automatically grant Netflix a free, unencumbered, global, exclusive, perpetual and irrevocable license to use the Proposal in connection with the Competition and for marketing and/or promotional purposes of the Competition and/or Netflix.
3. Notwithstanding section 9.2, you accept that by entering into the Competition you are granting Netflix the option to acquire the rights to the Script in accordance with section 8.4 if you are selected as a winner.
4. You warrant that there are no (IP) Rights of third parties which preclude you from submitting the Proposal and, where applicable, Script and/or providing the rights as mentioned in this section 9.

12. Liability

1. Netflix accepts no liability for damages of any kind in relation to the Competition or the performance of the Platform, to the extent this is permitted under mandatory law.
2. In the event that Netflix – despite the above – is liable, this liability is limited to direct damages the Entrant suffers as a result of a shortcoming or wrongful act that can be attributed to Netflix with a maximum of € 1.000,-. Direct damage only includes material damage to goods, reasonable costs incurred to prevent or limit direct damage and reasonable costs incurred to determine the cause of the damage. Any liability of Netflix for damage other than direct damage (“indirect damages”), including – but not limited to – loss and/or damage of data (including Proposals), loss of profits and lost sales, is excluded.
3. The limitations and exclusions of liability mentioned in the preceding paragraphs of this article will lapse if and in so far as the damage is the result of intentional or willful recklessness on the part of Netflix (“own actions”).

13. Miscellaneous

1. Entrant is bound by confidentiality with respect to this Competition and his/her participation. Entrant shall not disclose in any way the content of the Proposal and/or Script, nor disclose the contents of any message or notification Entrant may receive from Netflix or Scriptbank in furtherance of this Competition. Entrant acknowledges and agrees that the aforementioned obligation of confidentiality includes but is not limited to interviews, the internet, print publications or any social networking sites or similar (e.g. Facebook, Twitter, YouTube, Instagram etc). Entrant's obligations under this section 13.1 shall end in accordance with the second sentence of section 10.2.
2. The Competition and these Terms & Conditions are governed by and construed in accordance with the laws of The Netherlands.
3. Any and all disputes arising from or related to the Competition or the Terms & Conditions will be brought before the competent court in Amsterdam, unless compulsory law mandates otherwise.
4. If at any time any provision of these Terms & Conditions is or becomes illegal, void or invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of the Terms & Conditions and such invalid provision shall be replaced by another provision which, being valid in all respects, shall have effect as close as possible to that of such replaced one.
