

72 FILM FEST TERMS AND CONDITIONS

72 Script Fest Contest and 72 Film Fest Contest is administered by Fool Martyr Productions, LLC.

This is an agreement between Writer (72 Script Fest Participant) and 72 Film Fest, administered by Fool Martyr Productions, LLC (72 Fest) in accordance to create a short Screenplay (Screenplay) to the terms below. By checking off "I agree to the Terms and Conditions" on the Script Fest upload page and submitting a screenplay and registration fee to 72 Script Fest as described below, 72 Script Fest Participant agrees on behalf of him/ herself to accept all of the terms set forth in this legal and binding Agreement. By submitting a Screenplay and agreeing to this Participation Agreement, 72 Script Fest Participant represents and warrants to the 72 Fest the following:

I. Rights.

- A. 72 Script Fest Participant has the legal right and authority to grant the licenses described in Article II and III to 72 Fest. If you are under the age of 18 you must have your parent or legal guardian sign this agreement on your behalf.
- B. 72 Script Fest Participant affirms that he/she created the Screenplay in full within the 72 Hours between June 14th-17th and that no material, writing or idea is attributed to any other writer living or dead, published or unpublished.
- C. 72 Script Fest Participant affirms the Screenplay does not to the best of the 72 Script Fest Participant's knowledge violate the copyright of any person or entity, or infringe upon any rights of any kind of, including the right of privacy, of any person or entity.

II. Licenses

While ownership of submitted film remains entirely that of 72 Script Fest Participant's, 72 Script Fest Participant grants the following rights to 72 Fest and 72 Film Fest participants:

- A. Non-Exclusive Right to Adapt Screenplay into A Short Film. By submitting the Screenplay, 72 Script Fest Participant is granting 72 Fest and the 72 Film Fest participants that choose your Screenplay a non-exclusive right to adapt the Work into a short film to be made during 72 Film Fest 2012 from October 11th-14th. You grant this right understanding that for the sole purposes of the life of the 72 Film Fest movie (and it's future exhibition) there will be no guaranteed compensation (monetary or otherwise) outside of prizes given for Best Screenplay and Runner-up. However, Screenwriter Credit must be given on 72 Film Fest movie at every exhibition.
- B. Ownership of the screenplay will remain with the 72 Script Fest Participant with the following caveats:
 - A. Screenplay must not be published (anywhere including online) or sold or adapted into a film outside of 72 Film Fest and screened before 72 Film Fest concludes on October 21st 2012 (see Future Use)

- B. The Film adapted from Screenplay shall remain the property of 72 Film Fest Participant (Team) and may be displayed publicly and online as the Team sees fit. 72 Script Fest Participant has no right to the film unless given expressly by 72 Film Fest participant outside of the 72 Fest agreement.
- C. Future Use. At the conclusion of 72 Film Fest 2012, all rights to the Screenplay revert solely back to 72 Script Fest Participant (except as noted in Promotional License and Distribution License below). No 72 Film Fest Participant is permitted to make a new work based on Screenplay without express knowledge and permission from 72 Script Fest participant.

C. Promotional License. Participant hereby grants 72 Fest and its administrators non-exclusive world-wide, royalty-free license ("Promotion License") to use excerpts from your Screenplay and your biographical information for any and all advertising or promotional materials for 72 Fest including (without limitation), the right to publicly display or perform, as well as stream the films based on your screenplay online.

D. Distribution License. 72 Script Fest Participant hereby grants 72 Fest non exclusive rights to manufacture and distribute and or sell a hardcopy book or e-book including part or whole of submitted Screenplay. Ownership remains with the 72 Script Fest participant and 72 Fest's inclusion of Screenplay has no bearing on how the 72 Script Fest Participant sees fit to distribute/promote or sell the screenplay after October 21st 2012.

III. Qualifications

- A. 72 Script Fest Participant affirms that 72 Script Fest Participant will write Screenplay within 72 hours and all content was created within those 72 hours. The screenplay will be assessed by a panel of judges. 72 Fest reserves the right to disqualify screenplays from advancing to the finalist round and remove them from consideration for awards and prizes if they do not adhere to the "Official Rules" including contest requirements and criteria given to 72 Script Fest participant at start of contest on June 14th 2012 as well as adhering to posted turn in times on June 17th 2012.
- B. Judging: 72 Script Fest is a contest and each screenplay will be judged on it's merits in the categories published on the 72 Script Fest Judging Score Sheet published at 72Fest.com. To assure proper adjudication, each screenplay will be judged by a minimum of two judges and the scores be compiled to determine who moves on to the Finalist Round. Finalists will be judged again and Best Screenplay and Runner Up will be defined. The quality of the 72 Film Fest Team's adaptation will have no bearing on the Best Screenplay and Runner Up Prize. Judge scoresheets will be provided to each contestant.

IV. Disclaimer and Limitation of Liability

A. 72 Fest organizers and its administrator Fool Martyr Productions, LLC shall not be liable for any direct, indirect, incidental, consequential, punitive, property or any other damages without limitation arising out of or connected to any cause of action of the 72 Script Fest Participant or 72 Film Fest participant including but not limited to the launch and making of Film and public display of film. 72 Fest and its administrator's liability shall not exceed and is limited to the total amount paid to 72 Fest in entry fees by 72 Script Fest Participant under this agreement.

B. 72 Script Fest Participant agrees to indemnify and hold harmless 72 Fest, its owners, officers, directors, administrators, employees, affiliates, sponsors ("Indemnified Parties") and assigns from and against any and all claims, costs, damages, expenses and liabilities including without limitation attorney's fees arising out of or related to participation in 72 fest or any breach by 72 Script Fest Participant of this Agreement.

C. 72 Script Fest registrant may wish to register their script with US Copyright Office (www.copyright.gov). 72 Fest and its administrators may receive many screenplays with similar stories, genres, characters and therefore can accept no responsibility in respect to any copyright disputes or claimed rights conflicts which may occur or be perceived to occur.

V. Reserve Right to Revise. 72 Fest reserves the right to revise this and other documents providing proper notice has been given on 72fest.com. Once posted, 72 Script Fest Participant has the right to object within 15 days of posted changes by sending a notice to 72 Fest.