

72 FILM FEST TERMS AND CONDITIONS

72 Film Fest 2012 Contest is administered by Fool Martyr Productions, LLC.

This is an agreement between _____ ("72 Fest Participant") representing film team known as _____ ("Team") and 72 Film Fest, administered by Fool Martyr Productions, LLC (72 Fest) in accordance to create a short film or video ("Film") to the terms below. 72 Fest Participant agrees on behalf of him/ herself and Team to take part in 72 Film Fest 2012. By signing this Agreement and submitting a registration fee to 72 Film Fest as described below, 72 Fest Participant is accepting all of the terms set forth in this legal and binding Agreement. By submitting a Film and agreeing to this Participation Agreement, 72 Fest Participant represents and warrants to the Festival the following:

I. Rights.

- A. 72 Fest Participant has the legal right and authority to grant the licenses described in Article 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 Fest Participant affirms that Team will secure all rights to all images, photographs, appearances, performances, sounds and music for film produced for 72 Fest and will provide all necessary releases to 72 Fest with the delivery of the film.
- C. 72 Fest Participant affirms that he/she is responsible for the entire Team including crew, cast, equipment, set, location and all costs, expenses damages and or claims related thereto.
- D. 72 Fest Participant affirms that he/she is the sole copyright holder in and to the Film and the Film does not to the best of the 72 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, or any person or entity.

II. Licenses

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

- A. **Non-Exclusive Exhibition License.** By submitting your film, or other visual/audio data (collectively "Film") to 72 Fest you are granting 72 Fest and it's administrators a non-exclusive, world-wide, royalty-free license ("Exhibition License") to publicly display and publicly perform your submitted form in any and all exhibition technologies now known or hereafter invented including but not limited to theatrical, television, projection devices or digital software codecs. Distribution under the

Exhibition License gives 72 Fest the right to exhibit your Film via both streaming and progressive download technologies via 72fest.com. Ownership fully remains the 72 Fest Participant's and as such Participant retains all rights to screen, submit or distribute film. 72 Fest reserves the right to screen entry at any later date as part of a "best of" or online providing the film is screened in it's entirety with credits in tact.

B. Promotional License. Team hereby grant 72 Fest and its administrators non-exclusive world-wide, royalty-free license ("Promotion License") to use excerpts from your Film 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 and progressive download Excerpts on 72fest.com. Ownership remains the full property of 72 Fest Participant.

C. Distribution License. 72 Fest Participant hereby grants 72 Fest non exclusive right to manufacture and distribute and or sell a video compilation including part or whole of submitted film. Ownership remains with the Team and 72 Fest's inclusion of film on DVD has no bearing on how the Team sees fit to distribute/promote or sell the film.

D. Screenplay License. Ownership of the screenplay will remain with the 72 SCRIPT FEST Participant with the following caveats:

DI. Non-Exclusive Right to Adapt Screenplay into A Short Film. By participating, 72 Script Fest Participant has granted 72 Fest and the 72 Film Fest participant(s) that choose the Screenplay a non-exclusive right for the sole purpose to adapt the Work into a short film to be made during 72 Film Fest 2012 from October 11th-14th.

DII. 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.

DIII. 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.

E. Screenwriter Credit. 72 Film Fest Participant MUST credit Screenwriter in the appropriate way for every future exhibition of work.

III. Qualifications

A. 72 Fest Participant affirms that Team will write, shoot and edit Film within 72 hours and all content was created within those 72 hours except in cases of music and public domain stock footage where all rights must be secured and creative choices made within the 72 hours. In order for the film to screen during 72 Fest, the criteria will be assessed by a panel of judges. 72 Fest reserves the right to disqualify films from screening or exhibition and remove them from consideration for awards and prizes if they do not adhere to the "Official Rules" to be given to the filmmakers before filming begins or if a working copy of the Film is not turned into 72 Fest within the posted required schedule. 72 Fest Participant agrees to process all necessary paperwork including Location Releases, Participation Forms from crew and any necessary insurances and/or permissions to film on property. These forms must be delivered with the Film.

B. 72 Fest Participant acknowledges that a "Making of 72 Fest" ("Fest Documentary") may be shot during the 72 Fest Contest and hereby agrees to allow camera crews to film and/or tape Team during any production scene or behind the scenes and further agrees to provide a signed release form for each of his/her participating cast/crew upon request and agrees for 72 Fest to use image/video/audio of any member of team in this documentary. A cell phone number must be provided upon sign up and when an agent of 72 Fest calls, 72 Fest Participant must divulge current location (or future location/time) so that behind the scenes footage and interviews can be filmed.

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 Team 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 Fest Participant under this agreement.

B. 72 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 Fest Participant of this Agreement.

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 Fest Participant has the right to object within 15 days of posted changes by sending a notice to 72 Fest.

72 Fest Participant's Signature (Team Leader)

TEAM NAME: _____

TEAM LEADER _____

Address: _____

Date: _____

Phone: _____ Email: _____

CELL Phone to be contacted during filming: _____

If 72 Fest Participant is under 18.

Date: _____

Signature of Parent/Guardian who will be responsible for team

Printed Name

Address: _____

Phone: _____ Email: _____

CELL Phone to be contacted in case of emergency: _____

Printed Name Date