

72 FILM
AND
72 Film
Contest

72 FILM FEST

FEST TERMS
CONDITIONS
Fest 2016
is

administered by Fool Martyr Productions, LLC. This is an agreement between _____ ("72 Film Fest Participant") representing film team known as _____ ("Team") and 72 Film Fest, administered by Fool Martyr Productions, LLC (72 Film Fest) in accordance to create a short film or video ("Film") to the terms below. 72 Film Fest Participant agrees on behalf of him/herself and Team to take part in 72 Film Fest 2016. By signing this Agreement and submitting a registration fee to 72 Film Fest as described below, 72 Film 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 Film Fest Participant represents and warrants to the Festival the following:

I. Rights.

A. 72 Film Fest Participant has the legal right and authority to grant the licenses described in Article III to 72 Film 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 Film Fest Participant affirms that Team will secure all rights to all images, photographs, appearances, performances, sounds and music for film produced for 72 Film Fest and will provide all necessary releases to 72 Film Fest with the delivery of the film.

C. 72 Film 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 Film 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 Film 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 Film Fest Participant's, 72 Film Fest Participant's grants the following rights to 72 Film Fest:

A. Non-Exclusive Exhibition License. By submitting your film, or other visual/audio data (collectively "Film") to 72 Film Fest you are granting 72 Film 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 Film Fest the right to exhibit your Film via both streaming and progressive download technologies via 72fest.com, mobile app, and YouTube/Vimeo Channels/Playlists. Ownership fully remains the 72 Film Fest Participant's and as such Participant retains all rights to screen, submit or distribute film. 72 Film 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 Film Fest and it's 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 Film Fest including (without limitation), the right to publicly display or perform, as well as stream and progressive download Excerpts on 72fest.com and the mobile app. Ownership remains the full property of 72 Film Fest Participant.

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

III. Qualifications

A. 72 Film 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 Film Fest, the criteria will be assessed by a panel of judges. 72 Film 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 Film Fest within the posted required schedule. 72 Film 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 Film Fest Participant acknowledges that a "Making of 72 Film Fest" ("Fest Documentary") may be shot during the 72 Film 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 Film Fest to use image/video/audio of any member of team in this documentary. A cell phone must be provided upon sign up and when an agent of 72 Film Fest calls, 72 Film 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 Film 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 Film Fest and its administrators' liability shall not exceed and is limited to the total amount paid to 72 Film Fest in entry fees by 72 Film Fest Participant under this agreement.

B. 72 Film Fest Participant agrees to indemnify and hold harmless 72 Film 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 Film Fest or any breach by 72 Film Fest Participant of this Agreement.

V. Reserve Right to Revise.

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

72 Film Fest Participant's Signature (Team Leader)

TEAM NAME: _____

TEAM LEADER _____

Address: _____

Date: _____ Phone: _____

Email: _____

CELL Phone to be contacted during filming: _____

If 72 Film Fest Participant is under 18:

Signature of Parent/Guardian who will be responsible for team Printed Name, and agrees to everything above.

Printed Name _____ Date _____

Date: _____

Address: _____

Phone: _____

Email: _____

CELL Phone to be contacted in case of emergency:
