

## **2016 DC Adventure Film Festival Terms and Conditions**

I, the authorized representative of the project being submitted (hereafter called the "Film") to Motion Collective Media, LLC (hereafter called the "MCM") for consideration in the 2016 DC Adventure Film Festival (hereafter called the "Festival"), hereby acknowledge and agree to the following:

1. By entering the Festival and submitting the Film, I have read the DC Adventure Film Festival's Rules and Guidelines document and acknowledge and agree to all the entry rules of the Festival.

2. I represent and warrant to MCM that:

a. I represent that I am 18 years of age or older. If I am younger than the legal age to enter into contracts in my state, I will contact the Festival staff to discuss submission options.

b. I am duly authorized, on my own behalf and on behalf of all other persons or entities who have any ownership rights or interests (including, without limitation, intellectual property rights) in or relating to the Film (hereafter called the "Film's Owners"), to exhibit this Film at the Festival;

c. exhibition of the Film at the Festival will not violate any law or any right or consent of any person or entity;

d. the Film is not subject to any litigation, arbitration, or other adversarial claim or proceeding, nor is the Film the subject of any threat of litigation, arbitration, or other adverse claim or proceeding.

3. I further represent and warrant, on behalf of myself and the Film's Owners, that neither the Film, nor any part thereof, nor any materials contained therein or synchronized therewith, nor the titles thereof, nor the exercise by MCM of any right, license or privilege respecting the Film, violates or will violate, or infringes or will infringe, any trademark, trade name, contract, agreement, copyright (whether common law or statutory), patent, service, literary, artistic, dramatic, personal, private, civil or property right or right of privacy or "moral rights of authors" or any other right whatsoever of, or slanders or libels, any person, firm, corporation or association whatsoever. I have paid and will pay in full all license fees, clearance fees, and other obligations, of any kind, arising from or associated with the exhibition of the Film at or in connection with the Festival.

It is the sole responsibility of Licensor to clear all content from any and all actual or potential legal claims and issues, including, without limitation, claims based upon theories of libel, defamation, invasion of privacy, violation of rights of publicity, theft of trade secrets, breach of confidence, breach of confidential relationship, breach of express or implied contract, copyright and trademark ("Third Party Claim(s)") and secure all necessary authorizations and permissions for the Film and any other materials submitted to MCM.

MCM expressly disavows any responsibility for, and will not be held responsible for, any unauthorized inclusion of any copyrighted, trademarked or other protected content or materials within or relating to the Film, including any content or materials that are or may become the basis for any third party claims for infringement.

4. In the event that the Film is accepted by MCM for inclusion in the Festival, I acknowledge, on behalf of myself and the Film's Owners,

a. that MCM's exhibition or presentation of the Film at the Festival and other DC Adventure Film Festival screenings does not and will not create any confidential or fiduciary relationship between MCM and myself and/or the Film's Owners.

b. I further acknowledge, on behalf of myself and the Film's Owners, that I and we understand that neither I nor any of the Film's Owners will receive any compensation for such exploitation, although some prizes at the Festival may include cash awards.

c. I acknowledge that no obligation of any kind is assumed by, or may be implied against, MCM or the Festival in the event of, by virtue of, or as a result of MCM's selection of the Film for the Festival.

d. I and the Film's Owners understand and acknowledge that the selection of the Film for inclusion in the Festival does not and will not in any way constitute an express or implied endorsement or approval by MCM or the Festival of the content of the Film or any opinion expressed therein.

5. In the event that the Film is accepted by MCM for inclusion in and exhibition at the Festival, I hereby grant, on behalf of myself and each of the Film's Owners, each of the following rights to MCM, the Festival, and any Festival Related Parties without reservations, conditions or qualifications:

a. the license rights including the perpetual, worldwide, royalty free, right to use the Film and promotional material (including photos, artwork, trailers, etc) related to the Film, the title thereof, and clips therefrom, in any and all media, now known or hereinafter devised, in connection with the advertisement and promotion of the Festival and other DC Adventure Film Festival screenings, and perpetually in connection with the advertisement and promotion of MCM and the DC Adventure Film Festival.

b. the license right to exhibit the Film, and promotional material related thereto, in connection with the Festival including internal prescreening during selection and judging activities, the Festival (September 8 - 10, 2016), and at other Festival screenings. All films entered in the Festival will also be considered for inclusion in our DC Adventure Films Tour programs. If your film is selected, we will contact you to arrange a separate licensing agreement.

c. the right to issue and authorize publicity concerning the filmmakers and the Film and to use all associated names, likenesses and biographical information. I also agree to provide up-to-date contact information pertaining to the director and producer(s) of the

Film, and to grant MCM and the Festival, at their sole and absolute discretion, the right to provide this information to film industry organizations that sponsor Festival events.

d. the right to remove any submission or selected Film from the Festival and is under no obligation to view or return the Film. There are no reimbursements for fees previously collected by the applicant, except for those that may be arranged on a case-by-case basis.

6. I warrant and agree, on behalf of myself and each of the Film's Owners, that MCM has made no claims, representations or guarantees, and has provided no assurances, in relation to the internal process utilized by MCM with respect to selection of films for inclusion in the Festival, and that the submission of the Film neither imposes nor creates any obligation or responsibility on the part of MCM, the Festival, or any Festival Related Parties to provide me, the Film's Owners, or my or their related parties with comments, feedback or other information pertaining to the viewing or consideration of the Film by MCM for possible inclusion in the Festival.

7. I agree, on behalf of myself and each of the Film's Owners, to indemnify and hold harmless MCM, the Festival and related activities, together with each of their parents, subsidiaries, affiliates, officers, directors, employees, volunteers, donors, sponsors and partner, attorneys, creative advisors, agents and representatives (collectively, "Festival Related Parties"), from and against any and all claims, demands, costs, losses, liabilities, damages, fees and expenses (including, but not limited to, attorneys' fees and other court costs) that may be asserted by any person or entity, or may be incurred by MCM, the Festival and related activities, or any Festival Related Parties, at any time in connection with the Film or MCM's use, handling or consideration thereof, and/or arising from any breach or alleged breach of any representation made by me to MCM, the Festival and related activities, or any Festival Related Parties, including, without limitation, any express or implied representation in these Terms and Conditions.

8. I warrant and agree, on behalf of myself and each of the Film's Owners, that the Film is being submitted to MCM voluntarily and without promise or inducement, and that the submission of the Film neither imposes nor creates any obligation or responsibility on the part of MCM, the Festival and related activities, or any Festival Related Parties to accept the Film for inclusion in the Festival, to exhibit the Film at the Festival, to acknowledge the submission of the Film, or to return the Film to me or others.

I further agree, that I and the Film's Owners, in submitting the Film for consideration, are waiving, forfeiting, foregoing and relinquishing any right that I or we might otherwise have to assert any claim or commence any proceeding in any forum or tribunal against MCM, the Festival, or any Festival Related Parties, based upon, arising out of or otherwise relating to the submission, exhibition or failure to exhibit the Film (including, without limitation, claims relating to any failure or refusal to exhibit the Film at the Festival, the exhibition or marketing of the Film at or in connection with the Festival, alleged oral or written representations by the Festival or its representatives relating to the submission or exhibition of the Film, and any other matters arising from or relating to the submission of

the Film), whether such claims may be based on theories of contract, implied contract, tort, statute, or other legal theory (hereinafter, "Claim").

In the event that any Claim is asserted, or any action, arbitration or other proceeding is brought or commenced, in violation of the agreement set forth in the immediately preceding sentence, I agree, on my own behalf and on behalf of each of the Film's Owners, to indemnify MCM and the Festival and its activities from any and all Claims, losses, liabilities, damages, fees and expenses (including, but not limited to, reasonable attorneys' fees and other costs) that are incurred by MCM, the Festival and its activities and any Festival Related Parties as a result of or in connection with any such Claim or any action, arbitration or other proceeding brought in violation of the representations and agreements set forth in this paragraph, including, without limitation, reimbursement of all attorneys' fees incurred or to be incurred by MCM, the Festival and its activities, or any Festival Related Parties in connection with any Claim or any action, arbitration or other proceeding brought or initiated by me or any of the Film's Owners or any other representative of, or person affiliated with, the Film.

9. Without in any way limiting the provisions or scope of the agreements set forth in Section 7 and 8 above, I further agree and accept that, in the event that any Claim is asserted, or any action, arbitration or other proceeding is brought or commenced, by me, any of the Film's Owners, or any other representative of or person affiliated with the Film, in violation of the agreements set forth in Section 7 and 8 above, and in the further event that an arbitrator or other tribunal should permit such Claim to proceed despite the waiver language set forth in Section 7 and 8 above, the sole and maximum remedy that could be awarded to me or any other person or entity asserting any Claim shall be a refund of the submission fee paid in connection with the submission of the Film to MCM for consideration for the Festival. Under no circumstances shall any other remedy, including without limitation actual, expectancy, reliance, consequential, special, punitive or exemplary damages, or any other damages, or injunctive, declaratory, provisional or other relief, be available to me, the Film's Owners, or any other person or entity representing or affiliated with the Film.

10. I hereby acknowledge that I have read and understood the Rules and Guidelines for submitting a film to the Festival located at [http://dcaff.org/wp-content/uploads/2015/06/DCAFF-Rules-and-Guidelines\\_2016.pdf](http://dcaff.org/wp-content/uploads/2015/06/DCAFF-Rules-and-Guidelines_2016.pdf) and that the information contained in said Rules and Guidelines does and shall supersede any information obtained elsewhere, including, but not limited to, information contained in any Frequently Asked Questions (FAQ) documents and/or rules and regulations documents from prior years.

11. By clicking "I Agree" below, I freely and voluntarily give and express my full and complete acceptance of all of the terms and provisions set forth in these Terms and Conditions. I acknowledge that no oral representations, inducements, promises or assurances of any kind, and no representations, inducements, promises or assurances not set forth in these Terms and Conditions, have been made to me or the Film's Owners by the Festival, MCM, or any Festival Related Parties.