

## HALF CUT FILM FESTIVAL 2009 – TERMS & CONDITIONS OF ENTRY

**By signing in the space provided below, you (the “Producer”) hereby acknowledge that you have read and understand, and here by agree to, all the Terms & Conditions of Entry outlined below:**

### **1. Entry:**

By completing the Entry Form and submitting it, with the Producer’s film identified therein (the “Film”) to the address and as otherwise described in the Official Entry Rules (the “Rules”), the Producer has entered the Film in Half Cut Film Festival (the “Festival”) being organized by Rogue Productions and the University of St Andrews Students Association (the “Organizers”). The Producer further acknowledges and agrees that these Terms & Conditions of Entry, along with the Entry Form and the Official Entry Rules (collectively, the “Agreement”) create a binding agreement between the Organizers and the Producer.

### **2. Finalist & Winner Selection:**

- (a) All entries submitted in accordance with this Agreement (collectively, “Eligible Entries”) will be judged by a panel (the “Pre-selection Panel”) comprised of representatives designated by the Organizers. The Pre-selection Panel will judge the Eligible Entries based on a variety of elements (including, but not limited to, originality, creativity and technical merit) and, on any such date as the Organizers deem appropriate, but no later than the night of the first screening event portion of the Contest (currently scheduled to take place on April 20<sup>th</sup> 2009); the “Notification Date”), select up to 4 hours worth of films as Contest finalists (each, a “Finalist”). 2 hours of films will be shown as part of the “Official Selection” on April 20<sup>th</sup>, with the remaining two hours being nominated for receiving awards on the second “Awards Night” on April 23<sup>rd</sup>. These films will have displayed a higher caliber of filmmaking as determined by the Pre-selection Panel. If the Film is not Nominated or chosen as an Official Selection, the Organizers will notify the Producer on or before the Notification Date. If the Film is selected as a Finalist, then subject to the Producer’s compliance with these Terms & Conditions of Entry (including Clause 3 herein), the Film will be exhibited at the Contest, and if Nominated will be judged by a panel of VIP judges (the “Jurors”) who will determine, in their absolute discretion, the Winner/s.
- (b) If for any reason the live event portion of the Contest is delayed, cancelled or postponed, the Organizers reserve the right, but are not obligated, to cancel or modify the Contest. The Organizers reserve the right to extend the Contest or not to award the prize (as described in the Official Rules) if they determine, in their sole discretion, that entries received did not meet the minimum qualification standards based on the judging criteria specified herein.
- (c) Prizes will be awarded to the person identified in the Entry Form as “Director” of the Film (with the exception of the Acting Prizes, which will be awarded directly) and are not transferable, replaceable or redeemable.

### **3. Clearances:**

The Producer is solely responsible for obtaining from all applicable individuals or entities any and all required rights, releases, consents, clearances, licenses, and other authorizations (collectively, the “Clearances”) necessary to exploit the Film as contemplated by this Agreement, including without limitation, all Clearances required to exploit and otherwise use the Film in the manner and media contemplated by this Agreement. Without limiting the generality of the foregoing, the Producer is solely responsible for obtaining the following Clearances:

- (a) Location releases;
- (b) Releases from any person whose name, voice, likeness, or persona is referenced, shown, or otherwise used in the Film;
- (c) Grants of rights from third parties who own any works upon which the Film (or portions thereof) is based or whose life stories serve as the basis of all or a portion of the Film (collectively, the “Underlying Rights”);
- (d) Releases for any materials owned by third parties that are included in the Film, including, without limitation, with respect to any sound recordings, compositions, film clips, artwork, photography, trademarks, logos, props, set dressing, and other materials included in the Film; and
- (e) With respect to those individual(s), if any, providing Clearances who are under 16, the signature of individual(s)’ respective parent or legal guardian (on the applicable Clearance(s)).

Rogue Productions reserves the right (but not the obligation), in its sole discretion, to verify that all necessary clearances relating to the Film have been obtained prior to selecting the Film for participation in the Contest or undertaking any exploitation or use of the Film as contemplated by this Agreement, including but not limited to the use of the Film in connection with the Contest, and Rogue Productions reserves the right to disqualify any Film from the Contest if they determine at any time, in its sole discretion, that all necessary Clearances have not been obtained by the Producer.

#### **4. Representations and Warranties:**

The Producer makes the following representations, warranties and guarantees to Rogue Productions:

- (a) All details in the Entry Form are true and correct;
- (b) The Producer has complied and will comply with the Official Entry Rules and Terms & Conditions of Entry, and, in particular, has or will pay all fees and other charges related to entry of the Film in the Contest;
- (c) In preparing the Film and entering into and participating in the Contest, the Producer: (i) has complied and will comply in all respects with all applicable laws and other government rules and regulations; and (ii) has not violated nor will violate any understanding by which it is explicitly or implicitly bound (including but not limited to any agreement with any third party);
- (d) The Producer owns, or otherwise has the permission to exploit (and to grant to Rogue Productions the right to exploit as contemplated hereunder), all of the Underlying Rights in the Film and each and every right outlined in Clause 6, including the copyright in the sound recordings comprising the soundtrack of the Film and the works reproduced in those recordings;
- (e) The right to distribute or otherwise exploit any rights in, to or derived from the Film have not been, and will not be, assigned or licensed to any party other than Rogue Productions, except in accordance with the terms of this Agreement;
- (f) Producer has the sole and absolute right to enter into this Agreement and grant the rights granted hereunder; Producer has not previously granted, assigned, pledged or encumbered the Film or any physical properties thereof in a manner inconsistent with the rights granted Rogue Productions hereunder; and the Film is clear of, and there are not and will not be outstanding at any time, any liens, claims, charges, encumbrances, agreements, obligations or commitments to any person or entity which can or will interfere with the rights granted to Rogue Productions under this Agreement;
- (g) Neither the Film, nor the duplication, display, performance, distribution, or other exploitation or use thereof by or for Rogue Productions as contemplated by this Agreement does, or will, infringe or misappropriate any intellectual property or other rights of any person, firm or entity and, in particular, the Producer has obtained the Clearances outlined in Clause 3 from all applicable individuals and entities; (ii) the written consent of each contributor to the Film, including every performer therein and the writer and director thereof (the "Contributor") as to their work being edited, altered and/or reproduced, in any manner or context, by the Producer, and any person authorized by the Producer to do so (including Rogue Productions), and (iii) the written consent of each Contributor (including without limitation performers) to the use of the product of their services in connection with the distribution and exploitation of the Film as contemplated by this Agreement; and
- (h) The Producer has obtained from each Contributor (including Producer itself) authorization for Rogue Productions and its affiliates and sponsors, promotional partners, licensees or assigns (the "Rogue Productions Partners") to use each Contributor's name, voice, likeness and persona in connection with any publicity for, or marketing of, the Contest or otherwise in connection with the use and exploitation of the Film as contemplated under this Agreement and the advertising, marketing and/or promotion of the products and services of the Rogue Productions Partners, and an undertaking that the Contributor will perform publicity appearances in connection therewith if reasonably requested by Rogue Productions. Rogue Productions shall not be responsible to pay any residual, reuse or like fees in connection with the exploitation of the Film (or rights derived there from or ancillary thereto) hereunder.

#### **5. Indemnity:**

The Producer hereby agrees to indemnify and hold harmless Rogue Productions and the Rogue Productions Partners from and against any and all claims, losses, liabilities and other expenses suffered or incurred by such parties arising out of or in connection with the breach of any of the representations, warranties, obligations, certifications or guarantees set forth in this Agreement.

#### **6. Exclusive License Grant:**

In consideration of Rogue Productions reviewing the Film for the purpose of selecting potential Finalists and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Producer hereby grants to Rogue Productions a royalty free, exclusive right and license throughout the world and, subject to Clause 7, in perpetuity to do any or all of the following (whether or not the Film is selected as a Finalist):

- (a) to use, reproduce, publish, perform, display, broadcast, transmit or otherwise distribute or communicate to the public, the Film (and any part thereof), in any format or media now known or hereafter developed (including, without limitation, the Internet, cable or satellite), on a stand-alone basis or in connection with other films, products or services (whether or not provided by or for Rogue Productions), including without limitation: (i) any film festival conducted or participated in by Rogue Productions; (ii) any compilation or collection of films created or distributed by or for Rogue Productions or any Rogue Productions Partner, and

- (iii) in connection with any promotional, advertising or marketing activities by Rogue Productions or any Rogue Productions partner;
- (b) to exploit any rights in, derived from or ancillary to such Film;
- (c) to use the title(s) by which the Film is or may be known or identified; and
- (d) to sublicense or assign any or all of the foregoing rights to any Rogue Productions Partner or other third party.

**7. Reversion of Rights:**

- (a) If Rogue Productions does not select the Film as a Finalist, the exclusive license granted under Clause 6 will expire one (1) month after the date of the live screening event portion of the Contest. Upon such expiration, all rights granted under this Agreement to Rogue Productions with respect to the Film will revert to the Producer.
- (b) If Rogue Productions selects the Film as a Finalist, then the Producer may, after its exhibition at the live screening event portion of the Contest: (i) enter the Film in other film festivals; and/or (ii) request that Rogue Productions, in its discretion, grant certain non-exclusive distribution rights to the Producer or exclusive distribution rights in the Film to a third party in any territory, by sending Rogue Productions a written request to such effect (including the details of the proposed arrangement or agreement with that third party).

**8. General:**

- (a) This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, supersedes all prior agreements with respect to the subject matter hereof, and may not be altered or waived except by in writing signed by both parties.
- (b) The Producer will do such acts and sign, or cause to be signed, such instruments as Rogue Productions may reasonably require for the purposes of this Agreement.
- (c) Rogue Productions may, in whole or in part, license, and transfer or otherwise assign any or all of its rights, and/or delegate any of its obligations, under this Agreement to any person or entity. The Producer must not assign or license its interest under this Agreement, and any attempt to do so shall be null and void.
- (d) This Agreement shall be governed by Scottish Law applicable to contracts made and performed entirely in Scotland.

ACCEPTED AND AGREED TO:

\_\_\_\_\_  
Signature of Producer Name of Producer (print)

**IF THE PRODUCER IS NOT 16 YEARS OF AGE**

\_\_\_\_\_  
Signature of Parent or Legal Guardian Name of Parent or Legal Guardian (print)