

## **RIIFF FILM FESTIVAL REGULATIONS**

*Important: You must sign this form indicating acceptance below.*

I, the authorized representative of the project being submitted (the "Film"), acknowledge and agree as follows in connection with the Film's submittal for consideration for the Flickers Rhode Island International Film Festival (the "Festival"):

1. Acceptance of a film does not guarantee airline or hotel accommodations for talent or production crew.
2. The festival is responsible for the one-way shipment of the print when leaving Providence after last play date; shipping will be to an equivalent point of origin within a three-week period from the Festival's close, unless arrangements are made in advance with the RIIFF Traffic team.
3. The number of screenings, days and venue is at the sole discretion of RIIFF.
  - 4a. All accepted films into the Festival will be asked to supply a DVD or Blu-ray screener as part of the Festival's programming archives. This copy is for internal purposes only and becomes part of the Festival's historical record.
  - 4b. Accepted films may be asked to participate in a best of festival program following the August event. No film will be screened without direct authorization and approval of the respective filmmaker.
  - 4c. A DVD copy of every film submitted to Flickers, whether accepted or rejected, will be kept as part of an ongoing Festival Archive in partnership with the Harrington School of Communications and Media at the University of Rhode Island. This archive is meant to introduce students to a greater understanding of world cinema, and will be used strictly as an educational resource with restricted academic access. All entrants will be asked to agree to participate or reject this option. This is separate from the accepted filmmaker archive cited in part 4a.
5. I hereby represent and warrant to the Festival that: (a) 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 (the "Film's Owners"), to exhibit this Film at the Festival, (b) exhibition of the Film at the Festival will not violate any law or any right or consent of any person or entity; and (c) 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.
6. I further represent and warrant, on behalf of myself and the Film's Owners, that the exhibition of the Film at the Festival will not violate or infringe any copyright, patent, privacy right, publicity right, trademark, service mark or any other personal or property right of any person or entity, and that the Film does not constitute or include a defamation of any person or entity. 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.
7. In the event that the Film is accepted by the Festival, I acknowledge, on behalf of myself and the Film's Owners, that the Festival's exhibition or presentation of the Film

does not and will not create any confidential or fiduciary relationship between the Festival on the one hand and myself and/or the Film's Owners on the other. 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. I acknowledge that no obligation of any kind is assumed by, or may be implied against, the Festival or the Flickers Arts Collaborative in the event of, by virtue of, or as a result of the Festival's selection of the Film. I and the Film's Owners understand and acknowledge that the selection of the Film by the Festival does not and will not in any way constitute an express or implied endorsement or approval by the Festival or the Flickers Arts Collaborative of the content of the Film or any opinion expressed therein.

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

9. I warrant and agree, on behalf of myself and each of the Film's Owners, that the Film is being submitted to the Festival 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 the Festival, the Flickers Arts Collaborative or any Flickers Arts Collaborative Related Parties to accept the Film for 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, on my own behalf and on behalf of the Film's Owners, that I and the Film's Owners, in submitting the Film for consideration, are waiving and relinquishing any right to assert any claim or commence any proceeding in any forum or tribunal against the Festival, the Flickers Arts Collaborative or any Flickers Arts Collaborative 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. In the event that any claim is asserted or any proceeding is 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 the Festival from any and all claims, losses, liabilities, damages, fees and expenses (including, but not limited to, reasonable attorney's fees and other costs) that are incurred by any of the foregoing as a result of or in connection with any such claim or proceeding brought in violation of the representations and agreements set forth in this paragraph, including, without limitation, reimbursement of all attorney's fees incurred or to be incurred by the Festival, the Flickers Arts Collaborative or any Flickers Arts Collaborative Related Parties in connection with any claim, arbitration or other proceeding brought or initiated by me or any of the Film's Owners or any other representative of the Film.

10. In the event that the Film is accepted by the Festival, I hereby grant, on behalf of myself and each of the Film's Owners, each of the following rights to the Festival, the Flickers Arts Collaborative and their related entities without reservations, conditions or qualifications: (a) the right to use footage, stills and/or titles, and information from or relating to the Film for promotional purposes; and (b) 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 contact information for the director and producer(s) of the Film and to grant the Festival the right to provide this information to film industry organizations sponsoring Festival events at its discretion.

11. I represent that I am 18 years of age or older, or that, if I am younger than the legal age to enter into contracts in my state, I have provided the Festival with a written consent from my parent or legal guardian.

12. I further agree, on behalf of myself and each of the Film's Owners, that any claim, dispute or controversy arising out of, in connection with, or otherwise related to the Film, the Festival, or these Terms and Conditions (including the breach, termination, enforcement, interpretation or validity thereof), as well as the determination of the scope or applicability of this agreement to arbitrate, will be governed by the internal, substantive laws of the State of Rhode Island and will be submitted to exclusive, binding arbitration before a single arbitrator in Providence, Rhode Island. Such arbitration will be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures then in effect. The arbitrator will be selected by mutual agreement of the parties or, if the parties are unable to agree on an arbitrator, will be appointed by JAMS pursuant to its Streamlined Arbitration Rules and Procedures then in effect. The arbitrator shall issue a written award and shall have the right to award any monetary relief with the exception of punitive or exemplary damages. Additionally, the arbitrator shall have the power to award, and shall award, to the substantially prevailing party in any such arbitration, its reasonable attorneys' fees, costs and expenses incurred in connection with the arbitration (including, without limitation, reimbursement of that party's share of the arbitrator's fees and JAMS administrative charges), as well as any other relief that the Arbitrator deems just and proper. The arbitrator's award shall be final, binding and nonappealable. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction in the United States. In agreeing to this exclusive arbitration provision, I hereby waive and relinquish, on behalf of myself and each of the Film's Owners, any right or entitlement that I or the Film's Owners might otherwise have had to bring or litigate any claim or claims encompassed by this paragraph in federal or state court against the Flickers Arts Collaborative, the Festival, or any Flickers Arts Collaborative Related Party, and any right to a trial by jury with respect to such claim or claims.

13. I hereby acknowledge that I have read and understood the rules and regulations for submitting a film to the Festival, located at <http://www.film-festival.org/enterafilm-detail.php>, and that the information contained in the aforementioned document 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.

14. 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, the Flickers Arts Collaborative, or any Flickers Arts Collaborative Related Parties.

**Name of Film:** \_\_\_\_\_

**Name of Submitter:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_