



168 FILM PROJECT 2017
OFFICIAL ENTRY AGREEMENT
[Updated April 8, 2017]

Team # _____ Film Type _____ Date _____
Entrant Name _____
Address: _____ Apt/Suite _____
City _____ State/Region _____ Country _____ Postal (Zip) Code _____
Email _____ Phone _____

GENERAL AGREEMENT:

The above-named person is hereby named the “Entrant” in the 168 Film Project Competition (“Competition”), a faith-based filmmaking contest created by the 168 Film Project (“168”), the organizer and operator of the Competition. Entrant hereby agrees to comply with the Official Rules and Regulations as a condition of participation. The Official Rules and regulations are in a separately-delivered document named “168OfficialRulesAndSafety2017.pdf” (the “Rules Document”), which is incorporated herein by reference and thereby made a part of this agreement. The Rules Document is also available for download from the 168 Film Project website, which is located at <http://www.168film.com> and will be referred to in this document as “The Website.”

ENTRANT ELIGIBILITY AND RESPONSIBILITY:

Entrant hereby affirms that he/she is not an employee or official of 168, and is at least age 18 (underage participants must be supervised by an adult). Entrant agrees that he/she shall be the primary contact with 168 and will sign this Agreement as well as the Warranty and License Agreement and any other official documents regarding participation in the Competition and subsequent exhibition or distribution of the submitted film by 168.

THE ENTRANT HEREBY AGREES TO ASSUME ALL RESPONSIBILITY AND LIABILITY IN REGARD TO THE SUBMITTED FILM AND THE PRODUCTION THEREOF.

CONTENT AND SUBMISSION REQUIREMENTS:

Entrant understands that the Rules Document will govern both the content of the film as well as many aspects of its submission, including time, length and format. Entrant agrees to read and gain understanding of these regulations.

FILM TYPE CODE:

In the Field Type Code on all official documents, Entrant shall declare the Film Type which will define the type of award(s) for which the film will be eligible. Primary film types and codes include:

Speed Films:

- Signature Speed Film (S)
- Student Speed Film (T)

Non-Speed Films:

- Documentary (D)
- KidVid (K)
- Music Video (M)
- *Write of Passage* Spotlight Film (W)
- Animation Film (A)
- Alumni Challenge Film (U)

Specifics about these film types, including content requirements and production duration are found in the Rules Document (168OfficialRulesAndSafety2017.pdf), which shall be incorporated herein by reference and thereby made a part of this agreement.

FILM NAME (TITLE):

Entrant agrees that, because of the nature of this competition the film name may not be known at the time this document is executed, the film name (or title) declared by the entrant at the time of film submission shall be incorporated herein by reference and thereby made a part of this agreement.

OPTIONAL FILMS:

Teams have the option of creating secondary films, including a "Making of 168" behind-the-scenes film, specifics of which are detailed in the Rules Document. Entrant agrees that all terms of this Agreement shall also apply to an optional secondary film if one is submitted.

FESTIVAL SELECTION & SCREENING:

Entrant agrees the Official Selections to the 168 Film Festival ("the Festival") will be at the sole discretion of 168. Entrant understands Festival screening is NOT guaranteed. Entrant agrees that 168 has the exclusive right to premiere the submitted film at the 168 Film Festival, and promises not to screen the film publicly or on any social media outlet until after the 168 Film Festival.

CODE OF CONDUCT

Included in the Rules Document is a Code of Conduct document template that is intended to help prevent certain types of behavior during the exercise, both on set and when representing oneself as a participant in the 168 competition. Entrant agrees to sign a copy, and distribute other copies to all team members for signature. Entrant shall retain signed Code of Conduct documents alongside other retained documentation, and is responsible for discipline of team members as may be appropriate.

Entrant agrees that if a Code of Conduct violation comes to the attention of 168 management by direct observation, incident report or complaint, 168 may, at its sole discretion, issue reprimands or warnings, or exclude any team or individual from the competition or exhibition for any length of time INCLUDING PERMANT EXCLUSION.

BY SIGNING BELOW, ENTRANT CERTIFIES THAT HE/SHE HAS RECEIVED AND READ THE RULES DOCUMENT (168OfficialRulesAndSafety2017.pdf), AGREES TO BE BOUND BY THESE RULES AND AGREES THAT THE DECISIONS OF THE 168 JURY SHALL BE FINAL IN ALL RESPECTS.

Entrant also agrees to follow all applicable Federal, State and Local laws including, but not limited to securing appropriate Worker's Compensation Insurance, Location Permits and Releases.

Entrant's Name (Typed) _____ Date _____

Team _____

Entrant's Electronic Signature _____

PLEASE SCROLL DOWN CONTINUE TO FILL IN WARRANTY AND LICENSE DOCUMENT



**168 FILM PROJECT
WARRANTY AND LICENSE AGREEMENT FOR FILM ENTRIES**

[Updated April 8, 2017]

The following sets forth the complete Agreement between 168 FILM PROJECT (“168”), at 1827 W. Verdugo Ave #C, Burbank CA 91506, and Entrant:

Team # _____ Year of Entry _____ Today’s Date _____
Entrant Name _____
Address: _____ Apt/Suite _____
City _____ State/Region _____ Country _____ Postal (Zip) Code _____
Email _____ Phone _____

In consideration of Entrant's participation in the 168 Film Project (the “Competition”), Entrant hereby grants the rights set forth below to 168 for the primary film (and any other related films submitted to 168 including an optional “Making Of 168” behind-the-scenes film) to be named and submitted by the Entrant in fulfillment of Competition requirements. 168's intent in securing these rights is to promote, finance, gain exposure, further advance, and to generally support the continuation of Competition. This grant of rights shall in no way obligate 168 to exercise the rights it is granted herein.

1. WARRANTIES AND REPRESENTATIONS BY ENTRANT

Entrant warrants and represents that the following are true and correct and will remain so throughout the Agreement Term:

- a. Entrant has the full authority and capacity to enter into this agreement and the legal ability to grant the rights herein granted to 168 (the "Licensed Rights").
- b. Entrant is the owner of the Film and holds all rights that attach thereto.
- c. Entrant has registered the Film with the Copyright Office or will register the Film within thirty days of submitting the Film to 168.
- d. Unless the Film is based upon a *Write of Passage* screenplay, or is entered in the “Alumni Invitational” category, Entrant warrants that the Film is wholly original with Entrant, and is in no part based upon or adapted from any other literary material, dramatic work, motion picture, television production or other creative work, except the Holy Bible.
 - i. If the film is entered in the “Alumni Invitational” category and the film is based on a pre-existing script or is a derivative of other literary material, dramatic work, motion picture, television or other creative work, Entrant acknowledges that rights and permissions, as set forth below, to said material have been obtained and will provide documentation to 168 upon film submission.
- e. Neither the Film nor the exercise of any Licensed Right does or will during the Term: (1) defame or hold in a false light, or infringe any privacy or publicity or other personal right of any person; (2) infringe on any copyright, trademark, trade secret, or similar property right of any person or entity; (3) interfere with any other contract or agreement with third-parties.
- f. All required permissions, releases and clearances have been obtained by Entrant. Entrant further warrants that the Film is free of any and all claims regarding its content, and that said contents are original to the Film except as to the elements that the Entrant has obtained the necessary permissions, synch licenses, releases and clearances.
- g. The Film has been produced by Entrant and is free and clear of all liens.
- h. Entrant warrants and represents that it has given or will give 168 non-exclusive access to all film elements requested by 168 for manufacture or distribution.

2. RELATIONSHIP OF THE PARTIES

- a. Entrant is not an agent, employee, or representative of 168 in any fashion or manner in the production of the Film, its use and exploitation by 168, or through its participation in the Competition.
- b. Entrant may not advertise or use the 168 logo or name in the marketing of its Film without the written permission of 168, which permission 168 may withhold at its sole discretion.
- c. 168 is the organizer of the Competition. 168 is granted certain Licensed Rights herein for exploitation of the Film at its discretion, but 168 is in no way obligated to manufacture, exploit, distribute or otherwise promote the Film.

3. GRANT OF RIGHTS AND LICENSES

- a. Entrant grants to 168 throughout the Territory the non-exclusive right to reproduce, manufacture, donate, give away, distribute and/or exploit in all media now known or later developed copies of Entrant's film, in its entirety, packaged individually or as part of an entrant compilation offering.
- b. "Copies" in this Agreement is defined to mean all media now known or later developed both physical media (DVD, Blu-Ray, Memory Stick, etc.) and Internet downloads featuring the Film as well as Copies of the TV Show (defined below). "Copies" does not include user access to Internet streaming.
- c. Entrant grants to 168 the right to modify the Film including to the ability to dub into other languages, and further, to use the Film or any portion thereof in derivative works, including but not limited to Montage Films in any language, in all media now known or later developed. "Montage Films" may include sizzle or promo reels or other audiovisual works promoting various 168 Entrant films. The right to use composited clips, that is, to put together different entries from the Competition to form a composite offering on DVD, on the Internet or any other format of multiple film entries, is exclusive to 168. Entrant may not distribute another montage film without the written permission of 168.
- d. Entrant grants to 168 the use of any and all media submitted, including but not limited to audio, Entrant's behind the scenes footage (shot by Entrant or 168), film, publicity, and still photos, to promote all 168 events and for promotion of Competition and 168 goals and values. Such media may be used by 168 to create a behind-the-scenes documentary, "MAKING OF 168" (working title).
- e. Entrant grants to 168 the right to use or sublicense the Film for news broadcasts and promotional purposes including streaming on the Internet without restriction as to the number of minutes used, the form of media, or the format in which it is presented. Further, Entrant grants to 168 the right to give away montages or compilations of entrant competition films for the promotion of the Competition without restriction.
- f. Entrant grants to 168 the non-exclusive right to stream any part or all of the Film and all promotional media (see 3d) anywhere on Internet without compensation, to promote the artist and the Competition.
- g. Entrant grants to 168 throughout the Territory the right to publicly present, show and screen the Film in its entirety, or trailers thereof, or as part of Montage Films or a MAKING OF 168 FILM, in all media and in all languages and versions, at 168 Film Festivals, at churches, church festivals and events, and other non-profit organizations without limitation.
- h. In the event 168 creates and runs a "stand-alone" 168 FILM PROJECT TV channel or website (TV, satellite, cable, Internet, or other media now known or later developed), 168 shall have the right but not the obligation to air Entrant's Film for the life of the copyright. Further, 168 shall have the right to format (including dub to other languages, encode, archive, reproduce and distribute downloadable audio/visual files) the Film as necessary.
- i. Entrant hereby sells, grants and assigns to 168 the following non-exclusive rights, in perpetuity and throughout the world; (1) the non-exclusive right to distribute the Film, in all media now known or hereafter devised, and to disseminate the Film and/or any portion thereof throughout the universe in perpetuity, via any medium and in any manner and (2) allied rights (including by way of illustration all soundtrack, music publishing and merchandising rights) based on the Film (the "Non-Exclusive Option"). This Non-Exclusive Option shall commence on the date the Film is submitted by Entrant to 168. 168 may sell, license and/or assign any or all of the foregoing rights to any third party.
- j. At any time after the 168 Film Festival, 168 may elect to produce, or cause to be produced, a television show featuring Entrant's Film. In that event, 168 will pay Entrant One Hundred (\$100 USD) ("TV License Fee") for a term of three (3) years ("License Period"), which shall commence upon the shows deployment in the

media. The License Fee shall be payable within thirty (30) days of 168's notice to Entrant of intent to acquire the License. 168 will retain the rights granted under subparagraph (i) above. Entrant shall have the right to submit Entrant's Film to Film Festivals as well as show Entrant's Film for Theatrical Release during the License Period. Trailers may be placed anywhere.

REGARDING TELEVISION SHOW INCLUSION OPTION:

By Checking here, you AGREE that Entrant's Film will be offered at any time after the 168 Film Festival and considered for TV Show inclusion and payment of the License Fee, potentially receiving this visibility boost and being seen by multitudes.

- k. Notwithstanding the foregoing, Entrant shall retain the sequel and remake rights as well as the right to create a television show or feature film based on Entrant's Film. Entrant shall also retain all merchandizing rights to Entrant's Film and all characters featured therein.

4. ASSIGNMENT OF RIGHTS

- a. Any assignment by Entrant of its rights, duties and obligations, whether voluntary or involuntary, or by operation of law, shall be subject to the rights of 168 hereunder, and shall not operate to relieve or discharge Entrant of any of its duties or obligations or deprive 168 of any of its Licensed Rights.
- b. 168 may assign its Licensed Rights to any organization that adheres to its stated goals of illuminating the Word of God through film, training filmmakers, and disseminating films worldwide.

5. TERRITORY

- a. The world.

6. TERM

- a. In perpetuity.

7. DISTRIBUTION

- a. Distribution of Film, Montage or Compilation: 168 may offer Internet downloads or manufacture any DVD's, Blu-Ray or other media contemplated by this Agreement at its sole discretion, and at no expense to Entrant. 168 shall receive all proceeds from the exploitation of those Copies.
- b. Distribution of TV Show: 168 may offer Internet downloads or manufacture any DVD's, Blu-Ray or other media contemplated by this Agreement, of the TV Show, at its sole discretion, and at no expense to Entrant. The TV Show License is renewable by mutual consent of the parties.

8. REMEDIES FOR BREACH

- a. In the event that either party materially breaches the terms and provisions of this agreement, then any remedy initiated thereupon shall be limited to monetary and compensatory damages exclusively. Neither party shall bring any action in which equitable relief constitutes a component thereof. The prevailing party in any legal action, including arbitration, shall be entitled to its reasonable attorneys' fees, costs and expenses.

9. ARBITRATION

- a. Any disputes or controversies arising under this Agreement shall be submitted to binding arbitration in Los Angeles, California. The arbitration shall be administered in accordance with the jurisdiction and rules of either the Independent Film & Television Alliance (IFTA) or the American Arbitration Association (AAA), as the parties mutually agree.

10. INDEMNITY

- a. Entrant agrees to indemnify and hold harmless 168, its successors, licensees, and assigns from any claim or liability, whether actual or potential which may arise from either the production of the film, its exploitation by Entrant, or participation in the contest. Entrant also agrees that in the event any claim is asserted against 168, then Entrant will defend 168 from any such claim at Entrant's sole cost.

- b. Entrant further agrees to indemnify 168, its successors, licensees, and assigns from any losses, damages, liabilities, claims, costs and expenses, including legal fees, arising as a result of any breach of any warranty, undertaking, representation or agreement made or entered into hereunder by Entrant, including, but not limited to Paragraph 1 (REPRESENTATIONS AND WARRANTIES).
- c. 168 shall not be liable for any disputes between collaborators arising under or related to the Competition.

11. NOTICES

- a. Whenever notices are required to be given under this agreement, they shall be addressed to Entrant at the Address on the cover page of this document (Page 4)

12. FINAL AGREEMENT

The parties agree that this Warranty and Licensing Agreement is the final such agreement between the Entrant and 168, and that any oral or written statement or representation regarding the same is superseded by the agreements herein. Entrant warrants that it is entering into this agreement voluntarily and that 168 has made no inducement and/or representation not set forth herein.

I have read and agree to be bound by this Agreement:

Entrant's Name (Printed) _____ Date _____

Entrant's Signature _____

PLEASE SCROLL DOWN TO COMPLETE STATEMENT OF SAFETY COMPLIANCE



PRODUCER'S STATEMENT OF SAFETY COMPLIANCE

Updated April 8, 2017

The official 168 Film **Safety and Production Guidelines** are part of the 2017OfficialRules_and_SafetyGuidelines.pdf document that is available in the Producer Dashboard and has been emailed to each Producer.

Producers are required to review these guidelines with their teams at an official safety meeting prior to commencement of production, and to follow the procedures included and those required by State law to ensure the safety of all on any set.

AFFIRMATION OF SAFETY COMPLIANCE:

I state that I am the registered producer on the short film our team is producing for the 168 Hour Film Project and I state that I have fully read and understand the preceding pages of "Safety and Production Guidelines" and agree to follow these guidelines to the best of my ability during the following production of our team's short film for eventual showcasing at the 168 Film Festival for the safety of myself and our cast and crew during production. I understand that our team is producing our short film and not the 168 Hour Film Project and so we are fully responsible and liable for all safety on our set.

AGREED AND ACCEPTED BY:

Date _____ Team Number _____

Printed name _____

Signing Producer Signature _____

PLEASE FOLLOW DIRECTIONS TO ELECTRONICALLY SUBMIT YOUR DOCUMENT

ALL SECTIONS OF THIS DOCUMENT MUST BE RECEIVED WITHIN 5 DAYS OF RECEIPT, OR IF ENTERING WITHIN 5 DAYS OF ENTRY DEADLINE, NO LATER THAN 24 HOURS AFTER RECEIPT.