



XXth Annual 168 FILM PROJECT 20xx
OFFICIAL ENTRY AGREEMENT
[Updated July xx 20xx]

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

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 entitled “168OfficialRulesAndSafety.pdf” (the “Rules Document”), which is incorporated herein by this reference and hereby 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> (hereinafter referred to as “The Website”). The following rules & agreements concern the Entrant and their film entry (Film) in the Competition.

ENTRANT ELIGIBILITY AND RESPONSIBILITY

Entrant hereby affirms that he/she is not an employee or official of 168, and is at least 18 years of age (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 document(s) regarding participation in the Competition and subsequent exhibition and/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 other 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)
- Write of Passage Spotlight Film (w)
- Animation Film (a)
- Alumni Film (u)

Specifics about these film types, including content requirements and production duration are found in the Rules Document (168OfficialRulesAndSafety.pdf), which are hereby incorporated herein by this reference and hereby 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 this 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 any optional secondary film if one is submitted.

FESTIVAL SELECTION & SCREENING

Entrant agrees that 168 Film Festival ("Festival") Official Selections are at the sole discretion of 168. Entrant understands that Festival screening is NOT guaranteed. Entrant agrees that 168 has the exclusive right to premiere submitted films at the Festival. Entrant promises not to screen the Film publically or on any social media outlet until after the 168 Film Festival has concluded.

PRIZES

Entrant agrees and understands that 168 will not be held responsible for prizes, either in kind or cash, promises, contracts or services, which remain undelivered or unfulfilled by third-party sponsors or other vendors for the contest. Third party sponsors or vendors are solely responsible for delivering any prizes advertised on their behalf.

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 competition, 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 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 COMPLETE THE WARRANTY AND LICENSE DOCUMENT



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

[Updated July 24, 2022]

The following sets forth the complete Agreement between 168 FILM PROJECT (“168”), at 1822 Henderson Rd., Columbus, OH 43220, and Entrant:

Team # _____ Year of Entry 2022 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 ALL of 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 right and ability to grant the rights herein granted to 168 (the "Licensed Rights").
- b. Entrant is the owner of the Film and holds any and 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” 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 ALL 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 or non-public entity; (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 any third-party(ies).

- 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 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.
- d. Entrant agrees and understands that 168 shall not be held responsible for prizes, either in kind or cash, promises, contracts or services, which remain undelivered or unfulfilled by third-party sponsors or other vendors for any reason in the contest. Third party sponsors or vendors are solely responsible for delivering any prizes advertised on their behalf.
- e. Should the 168 Film Project competition and/or the 168 Film Festival be canceled for any reason at any time up to the date of the Film festival, entrant agrees and understands that 168 shall be liable only for the refund of the entry fee and any tickets. 168 shall not be held accountable for any additional costs or expenditures incurred by entrant, nor shall 168 reimburse Entrant for any expenses, loss or damages. There shall be no reimbursement for any travel expenses nor any promotion, preproduction, production or postproduction expenses or any other kind of expense whatsoever.

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, or any part thereof, packaged individually or as part of an entrant compilation offering.
- b. "Copies" in this Agreement is defined to mean any and 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 any TV Show. "Copies" does not include user access to Internet streaming. (See section 7b.)
- 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 or Compilation Films in any language, in all media now known or later developed. "Montage or Compilation 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 or Compilation 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 Entrant, 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 or Compilation 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 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 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. Entrant shall retain all 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 entire 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 any other media known or unknown 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. Any distribution or exploitation of Copies of the Film beyond 3,000 purchased units shall be compensated at the rate of 50% (fifty percent) of the net proceeds to Entrant. If distributed as part of a compilation, the 50% of net proceeds shall be split among the Entrants whose films are featured in that compilation.
- b. 168 may offer for sale Internet downloads or manufacture any DVD's, Blu-Ray or other media contemplated by this Agreement, of any TV or Web-based Show, at its sole discretion, and at no expense to Entrant. Any distribution of Copies of a TV or Web-based Show featuring Entrant’s Film beyond 3,000 purchased units shall be compensated at the rate of 10% (ten percent) of the net proceeds to Entrant. If distributed as part of a

compilation (e.g. multiple episodes of a TV Show on one DVD) net proceeds would be split prorata between entrants whose films are featured in the TV Shows on the applicable DVD up to a cap of 12% of net proceeds. 168 or its assigns may also offer a buyout option for the filmmaker.

8. ACCOUNTING RECORDS

- a. If Copies of the Film are made available to the public by 168, 168 will keep accurate, complete, true and verifiable books and records showing the disposition of the Copies, which will be kept on the same basis, in the same manner, and for the same periods as such records are customarily kept by 168. Once a year, entrant may, at its own expense, audit the applicable records at the place where 168 maintains the same in order to verify earnings statements rendered hereunder. Any such audit shall be conducted by a reputable public accountant during reasonable business hours. Entrant's right to examine 168's records is limited to the Film and not to records relating to 168's business generally.
- b. Each year Entrant may, at its option, request an accounting of the disposition of the Copies. 168 will respond in writing within sixty (60) days of any such request. Upon disposition of 3,000 Copies (if and when that occurs) 168 will so certify and notify Entrant thereof. Entrant is responsible to keep 168 informed of any change in notification/contact address.

9. 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.

10. ARBITRATION

- a. Any disputes or controversies arising under this Agreement shall be submitted to binding arbitration in either Ohio or Georgia at 168 discretion. 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. Each Party shall be responsible for paying one-half of all arbitration fees.

11. 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.

12. 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).

[--- REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK ---]

13. FINAL AGREEMENT

The parties agree that this Warranty/Licensing Agreement is the final agreement between 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 READ AND SIGN STATEMENT OF SAFETY COMPLIANCE

SAMPLE



ENTRANT'S STATEMENT OF SAFETY COMPLIANCE

Updated July 24, 2022

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

Entrants 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 entrant 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 each of 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 _____

Entrant 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.