

Project Twenty1 21-Day Filmmaking Competition Participant's Agreement (2014)

To be signed by all Team Members (those sharing ownership of film)

1. I, _____, represent and warrant that I am _____ years of age and I reside at _____. I am a member of the _____ (team name) ("Team") participating in the 2014 21-Day Filmmaking Competition ("Competition") and have been involved in the making of a film called _____ ("Film").
2. I am submitting this Participant's Agreement to Project Twenty1 with the understanding that it will be relied upon, among other things, to determine whether I am eligible to receive a prize for the 2014 21-Day Filmmaking Competition ("Competition") and to enable Project Twenty1 to screen the Film in accordance with the Official Rules of the Competition.
3. I represent that I have read and fully complied with the Official Rules of the Competition. I have committed no fraud or deception in entering the Competition.
4. I further represent that as of the date of my entry into the Competition and date of this Participant's Agreement I was and am not an employee, producer or member of the immediate family of Project Twenty1 or its respective affiliated companies, successors and assigns, partners, sponsors, suppliers, subsidiaries or advertising agencies ("Sponsor Entities") and nor do I live in the same household of any Sponsor Entities.
5. As provided in the Official Rules of the Competition, I acknowledge and agree that (i) I am responsible for all federal, state and local taxes if I win a prize; (ii) if my Team is awarded a prize in which the approximate retail value is over \$600, then Project Twenty1 for tax purposes will split the amount of the prize equally among all of my Team members, unless my Team Leader (as defined in the Official Rules) directs otherwise; and (iii) if requested and required for tax purposes, I will supply Project Twenty1 with my social security number.
6. Without negating or limiting the license and other rights granted to Project Twenty1 pursuant to the Official Rules, I acknowledge that I and my Team members shall jointly own the copyright in and to Film.
7. I hereby grant the Sponsor Entities and their agents and assigns, without limitation: (i) the right to film and record me during my participation in the Competition and (ii) the non-exclusive, worldwide, royalty-free, irrevocable right to use my name, performance, voice, photograph, image, likeness or other characteristics and attributes (collectively, the "Image Rights") for production, distribution, advertising, marketing, promotional and publicity purposes without notice and without consideration or compensation in any and all forms of media and communications, now known or hereafter developed throughout the world. Any materials developed by ProjectTwenty1 which include my Image Rights shall hereinafter be referred to as the "Materials".
8. I agree that Project Twenty1 shall be the exclusive owner of the Materials giving them the right to, without limitation, in perpetuity throughout the world: exhibit, broadcast, use, reproduce, assign, license and sublicense all or any part of the Materials edit, dub, subtract from, add to, modify, rearrange, translate and combine the Materials.

9. Except with respect to my Image Rights, I acknowledge that I do not have any right, title or interest, and agree that I will not claim any right or interest in or to the Materials. To the extent required under applicable copyright laws regarding ownership or use of the Materials, the product of my services hereunder will be considered a "work made for hire", specially commissioned or made in the course of services rendered, or if not legally capable of being considered as such, then I hereby irrevocably and unconditionally assign to Project Twenty1 any and all rights, title and interest I may have in or to such Materials, including without limitation all so called rental and lending rights and rights of communication to the public. Without limiting the foregoing, I hereby waive any so-called "moral rights" or "droit morale" in connection with the use of the Materials and any right of inspection or approval of the Materials.

10. If any statement made by me is false, then in addition to any other remedies that may be taken against me, I agree to return to Project Twenty1 any prize which might be awarded to me.

11. I voluntarily assume any and all risks, known or unknown, associated with (a) my participation in the Competition, (b) the Film or the Materials and (c) the broadcast, exhibition or promotion of the Film or the Materials (collectively my "Participation"). I hereby waive and release any and all rights, demands, losses, liabilities claims and causes of actions whatsoever which I may have now or hereinafter be entitled to assert, including but not limited to any death, injury, loss of enjoyment or other harm or loss of any nature whatsoever caused by, contributed to, or arising out of my Participation. I acknowledge that this waiver is an essential and material term of this Release and without such waiver neither Project Twenty1 would have accepted my Participation. I understand and acknowledge the significance and consequence of this Release and the specific waivers set forth herein.

12. I agree to indemnify and hold the Sponsor Entities harmless for all costs, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of or related to any third party claims or actions arising out of or related to my Participation, including, without limitation, any injury, accident, death, or damage to person or property, whether or not arising out of the Sponsor Entities' acts, omissions or negligence.

13. I hereby release, discharge and absolve the Sponsor Entities and their successors, assigns, officers and employees, from any and all actions, suits, claims and demands of any kind whatsoever, which I, my heirs, executors, administrators and assigns, had, now have or hereafter may have, by reason of any matter connected in any way with the Competition, including, but not limited to the operation of the Competition, the awarding of prizes, any loss or damage to any prize, and any action, claim or suit for personal injury or loss or damage to property in connection with the receipt and use of the prize.

Agreed and Accepted:

Name: _____

Signature: _____

Date: _____ Phone: _____

Email: _____

Address: _____



*Not just a
film festival.*

If Signatory is under 18:

I represent and warrant that I am the parent or guardian of the minor whose name appears above, that I have read and approve of the foregoing release, and consent to its execution by my child/ward. I hereby release the Sponsor Entities as set forth and in accordance with the foregoing Agreement from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee my child's/ward's releases and waivers as set forth above.

Signature of Parent or Guardian: _____

Printed Name: _____

Date: _____

Phone: _____

Address: _____