

**NEW YORK SURF FILM FESTIVAL
SUBMISSIONS OPEN JAN 1-AUG 1, 2008**

2008 OFFICIAL GUIDELINES AND RULES:

- A. Certification of Film Entrant
- B. Film Submissions
- C. General Waiver Rules and Guidelines

A. Certification of Film Entrant:

- i. I, the undersigned, acknowledge and agree as follows:
- ii. I have read, understand and fully comply with all submission eligibility information, Submission Guidelines, Terms and Conditions of Entry and Entry Eligibility requirements.
- iii. To the best of my knowledge, all of the statements in this document are true;
- iv. This production (feature, short, documentary, or other media) is not subject to any litigation nor is threatened by any litigation;
- v. I am duly authorized to submit this production to the competition;
- vi. I hold The NY Surf Film Festival (NYSFF) harmless from any damage to the print(s) or tape(s) or media en route or otherwise during the course of the festivals possession of the film;
- vii. I hold the NY Surf Film Festival (NYSFF), Don't Drop In, LLC, its management, juries, subsidiaries, agents, sponsors, affiliates, and etc. harmless from any and all claims of liability resulting from my entry.
- viii. I certify that I have full rights to the use of the music in the production.
- ix. I give permission for the NYSFF to use excerpts of up to three minutes of the production for promotional purposes, unless otherwise noted in attached writing and submitted with entry.
- x. I give permission for the NYSFF to use stills, titles, copy, and/or information from the production for promotional purposes.

- xi. I give permission for the NYSFF to screen the production at the NYSFF event as well as at ancillary Festival presentations, programs, and/or events.
- xii. Submitter must own all copyrights; (If requested) must be able to provide model/actor release verification if requested; must be able to provide music, product and other copyright licensing verification if requested. Submitter/Producer agrees to take on all copyright liability in regard to submitted film.
- xiii. I give my permission for the NYSFF to share my film and contact information with NYSFF festival partners unless I specify otherwise.
- xiv. Entry does not guarantee acceptance into NYSFF festival or other NYSFF events.

B. FILM SUBMISSIONS

- xv. **SUBMISSION FORMAT:** All Festival submissions should be sent on either VHS or DVD -- NTSC Format only. DVDs and paper cases (rather than jewel cases or amaray cases) are preferred.
- xvi. **SUBMISSION LENGTH AND GENRE:** The NYSFF is open genre; meaning we accept all forms and genres that would be deemed within a G, PG, PG-13, R, or NC-17 rating by NYSFF staff. We do not accept pornographic entertainment. Short form submissions are under thirty (30) minutes. Long form (feature length) submissions are thirty(30) minutes and over.
- xvii. Submissions WILL NOT be returned.
- xviii. **MULTIPLE ENTRIES** are allowed.
- xix. **PRODUCER / FILMMAKER / COPYRIGHTS:** submitter (filmmaker or producer) will be referred to as producer or submitter. Producer must own all copyrights; must be able to provide model/actor release verification if requested; must be able to provide music, product and other copyright licensing verification if requested. Producer agrees to take on all copyright liability in regard to submitted film.
- xx. **SUBMISSION DEADLINES:** Submissions with postmarks prior to and after these will not qualify for entry into the festival.
- xxi. **ENTRY FEES:** \$35 Entrée fee per film payable via website or by check to Don't Drop In, LLC. Deadline for submission is August 1, 2008. Entry fees are non-refundable. If your entry fee is not received with or prior to your submission, your entry may be deemed disqualified at the discretion of the NYSFF.
- xxii. **ORIGINATING FORMAT:** Film and Digital originating formats are accepted for submission.

- xxiii. **PRESENTATION FORMAT:** If accepted into the NY Surf Film Festival, producers must be able to provide DVD (NTSC) for digital presentation. Other formats may be permitted. Preferred formats for films selected for exhibition in theater are HDV, DV, DVCAM and DVD.
- xxiv. **DATE OF COMPLETION:** Submission should have been completed after January 1, 2003.
- xxv. **PREMIERE/DISTRIBUTION STATUS:** We accept submissions that have premiered elsewhere; submissions may have distribution agreements already in place. However, TV, theatrical, video, cable, pay-per-view, other festival, or other distribution outlets that run concurrently or in the same month of the festival may not be eligible for screening. Decisions made at NYSFF discretion.
- xxvi. **LOSS OR DAMAGE:** Every precaution will be taken to prevent or loss or damage to materials while in the possession of the festival. However, Producer agrees to release the NYSFF from responsibility should any materials be damaged while in transit to or from, or while in the possession of the NYSFF.
- xxvii. **ROUGH CUTS AND INCOMPLETE PROJECTS:** Always try to send the best representation of your project. Rough cuts can be entered in contest, but must be completed and received by August 1, 2008 if chosen as an Official Selection. Entries not completed and received by August 1, 2008 will lose eligibility for awards and screenings.
- xxviii. **NYSFF MARKETING:** By submitting producer is consenting for use and copying of accepted projects for the purpose of promoting the NY Surf Film Festival and future festivals. Producer is giving NYSFF permission to use up to three minutes of submission to promote the festival.
- xxix. **NYSFF JURY AND MEDIA COPIES:** If selected as an Official Selection, Producer hereby agrees to provide 5-10 DVDs, or will allow the NYSFF to make the necessary copies, to make submission available to NYSFF jury members and to media.
- xxx. **NYSFF EXHIBITION AND SCREENING:** By submitting, if chosen as an official selection, Producer is hereby granting permission for the NYSFF to exhibit Producer's submission in the NYSFF event.
- xxxi. **THE SHORT VIDEO COLLECTION:** Short filmmakers awarded have the option for inclusion in the annual NYSFF Short Film DVD Collection. By agreeing to inclusion, producers still maintain copyright, but allow NYSFF and Don't Drop In, LLC to distribute the production in the annual NYSFF Short Film DVD Collection. Selected films are selected at the discretion of the NYSFF staff. Distribution in the short film collection is done so with permission of the Producer, and the understanding that there will be no compensation to Producers

- xxxii. **SCREENERS AND JURY:** The NY Surf Film Festival has a panel review all entries to decide finalists and screenings. Finalists are then judged by a jury of invited industry professionals and NYSFF volunteers. All screener and jury decisions are final. Our panel of jurors and our screening committee use a rating system on entries and official selections. They screen many fine films; however, as with all festivals there is limited programming availability. By entering the NYSFF and any of its contests, Producers are verifying that you understand entry does not guarantee a screening. Additionally, being chosen as an Official Selection does not guarantee a screening in the theater either. The NYSFF may have Official Selections (non-screening) as well as Official Selections (screening). Decisions are final and at the discretion of the NYSFF.

C. GENERAL WAIVER RULES AND GUIDELINES

- a. **General.** By entering this Contest, entrants agree to abide by the terms of these Official Rules, which are final and binding on all matters pertaining to this Contest. All federal, state, and local laws and regulations apply. All taxes (including, without limitation, federal, state, and local taxes) on or connected with any prize (including, without limitation, prizes that are opportunities to make donations to a charitable organization), and the reporting consequences thereof, are the sole and exclusive responsibility of respective winners.
- b. All prizes awarded in connection with the Contest are nontransferable and non-endorseable. No substitution of prizes is permitted. **Release, Waiver and Indemnification.** By entering the contest, entrants release and hold the promoter and host and all other contest entities harmless from and against any and all losses, damages, rights, claims, and actions of any kind arising in whole or in part, directly or indirectly, from the contest or participation in any contest-related activity or resulting directly or indirectly from acceptance, possession, use, or misuse of any prize awarded in connection with the contest, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy. The promoter, the host and contest entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of an entrant's intellectual property rights, if any, respect to any submission or concept, reviews, material, video and/or other materials provided in connection with the contest.

- c. By entering the contest, entrants release, waive any claims with regard to, and hold harmless the promoter, the host and the contest entities from and against any and all claims of any kind that are or could be asserted with respect to any matter relating to the contest. Entrants further agree to indemnify, defend and hold the promoter, host and all other contest entities harmless from any and all damages, liabilities, fees and cost incurred in defending against any third party claims or threats of claims asserted against promoter, host and/or other contest entities arising from any entrant's participation in or conduct associated with the contest.
- d. Nonperformance of any party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquakes, war, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the reasonable control, and not caused by the negligence of, the nonperforming party. Governing Law and Waiver of Damages. The Contest and these Official Rules are governed by and shall be construed in accordance with the laws of the State of New York, United States of America , without regards to its principles of conflicts of law. For any dispute not subject to arbitration according to the above, entrant agrees to personal jurisdiction by the federal and state courts located in New York County, New York , United States of America , and waives any jurisdictional, venue, or inconvenient forum objections to such courts.
- e. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby irrevocably waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in the Contest), and entrant further irrevocably waives all rights to have damages multiplied or increased.
- f. Privacy. Information submitted in connection with the Contest will be treated in accordance with these Official Rules and the Site's Privacy Policy, provided that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail. All Contestants and Team Members hereby acknowledge and agree that Promoter will have access to some or all of their personally identifiable information, including but not limited to registration information collected by the Host.

SIGNATURE

DATE

PRINT NAME