



## **REPRESENTATIONS & WARRANTIES**

Applicant represents and warrants that:

(a) he/she/it has the full right, power, legal capacity, and authority to license to the Organizers the Film's rights for the purpose of exhibition at the Competition and to license clips of the Film and publicity photos to the Competition Entities' for advertising the Festival for no compensation to Applicant or any third party;

(b) the Film, and all parts thereof, do not violate any third party's copyright or other intellectual property or other rights and does not violate any individual's right of privacy or publicity;

(c) the Film, and all parts thereof, is in compliance with any and all relevant laws, rules, regulations, whether domestic or international,

(d) Applicant will not submit to the Competition the Film and/or any parts thereof (including but not limited to trailers, clips, publicity photos, loglines, summaries) if such materials violate any third party rights and/or any laws;

(e) if any third party fees become due such as union or guild fees, then Applicant will pay for such fees and costs.

## **THEATRICAL SCREENINGS**

Applicants acknowledge that A. Z. Preston Film Competition Organizers have the sole right to select the submissions that will be showcased or exhibited at the Awards Ceremony and has the sole right to reject submissions. The Organizers also reserve the non-exclusive right to screen and showcase all submitted films and or portions of submitted films during and after the inaugural staging of the competition.

## **PUBLICITY**

By submitting a Film into the A. Z. Preston Fil Competition, Applicants permit the Organizers and Competition Sponsors, and their respective parent, subsidiary, and affiliate companies, and administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Competition (Competition Entities) to use Applicants' names, likenesses, images, photographs, voices, biographical information, title of the Film submitted, the Film's logline, Deliverables, and the Competition results for advertising, publicity and promotional purposes in any media or format now or hereafter known, without compensation, permission, or notification.

Through various phases of the judging process, submitted material will be exposed to a network of influential third parties. All such third party participations are not guaranteed.

**INDEMNIFICATION:**

Applicant agrees to release, hold harmless and indemnify Competition Entities from and against any and all liability, loss, damage, cost and expense, and causes of action (however named or described) with respect to or arising out of

- (i) Applicants' Film,
- (ii) Applicant's participation in the Competition or in any Competition-related activity; or
- (iii) any breach or alleged breach, or claim by a third party with respect to any warranty, representation or agreement made by the Applicant.

**DISPUTE RESOLUTION:**

Entrant expressly acknowledges and agrees that the Film Competition shall be entitled to injunctive or other equitable relief (an "Relief") to restrain, prevent or enjoin any breach of this agreement by Applicant, and the Applicant hereby waives any right to notice of any action or proceedings for a Relief and consents to and accepts entry of an order of Relief in any court which may have jurisdiction in connection therewith. The prevailing party in any legal proceeding brought pursuant hereto shall be entitled to recover all of its outside attorneys' fees and all other costs related to such a legal proceeding. Unless otherwise stated herein, this Agreement shall be governed by and interpreted in accordance with the laws of Jamaica (without regard to the conflicts of law provisions thereof), and the contestant hereby submits to the jurisdiction of the courts located in Jamaica.

**NOTICES**

All legal notices to the A.Z. Preston Film Competition must be in writing and delivered by hand delivery or postage prepaid delivery service with delivery confirmation (e.g., certified mail, registered mail, FedEx, etc.) to the following address: A.Z. Preston Film Competition, ATTN: Business and Legal Affairs, Aston Preston Hall, UWI, Mona

For any questions regarding submissions to the competition, please email [azphilmcompetition@gmail.com](mailto:azphilmcompetition@gmail.com).

*These Rules and Regulations were produced for the Inaugural Competition October 12, 2019.*

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I/we \_\_\_\_\_ accept the rules and regulations outlined.

Signature of Representative: \_\_\_\_\_

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