

ANARCHY 2009 SUBMISSION APPLICATION



Film Title _____
Running Time _____
Primary Contact _____
Street Address _____
City/State/Country _____ Zip Code _____
Telephone _____
E-mail _____
How did you hear about Anarchy? _____
Would you like to receive Slamdance updates via e-mail? Yes / No _____
Student I.D. # (discount scripts) _____

PLEASE INCLUDE THIS APPLICATION FORM, YOUR FILM, AND A CHECK OR CREDIT CARD AUTHORIZATION FORM AND SEND TO:

Slamdance Film Festival
Anarchy Competition 2009
5634 Melrose Avenue
Los Angeles, CA 90038

QUESTIONS? CONCERNS?

Call (323) 466-1786, e-mail programming@slamdance.com, or visit www.slamdance.com and read through our Anarchy FAQ

PRICING:

All Anarchy submissions are \$25.00 and can be paid by check from as U.S. bank, money order, U.S. travelers check in U.S. dollars, or credit card. All fees are non-refundable and payable to: "Slamdance". Anarchy submissions are \$15.00 for students with a current ID; students must send a copy of their current ID along with payment, application, and film.

SLAMDANCE TERMS OF SERVICE:

Slamdance terms of service are included in this application – by signing and sending this application, the entrant confirms that he/she has read and accepts these terms and conditions.

Signature of entrant: _____
Date: _____

Slamdance Terms of Service

You must agree, without modification, to accept the following terms of service ("Agreement") before submitting your film to Slamdance.com. Submitting your film to Slamdance.com constitutes full and complete acceptance of the terms of this Agreement.

I. Subsequent Revisions to Agreement

Slamdance.com may periodically revise the terms of this Agreement by updating this page. Slamdance, however, will not fundamentally alter the scope of Slamdance's License and Promotional License (as these terms are defined below) without your consent. You agree to be bound by subsequent revisions to this Agreement Thirty (30) days after the sending of the updated terms of service to the primary contact information provided on the application.

II. Non-Exclusive, World-Wide, Royalty Free Licenses

A. License. By adding your film, or other visual or audio data (collectively, "Film"), to Slamdance.com you are granting Slamdance Inc., a California corporation, its successors, assigns, or licensees ("Slamdance"), a revocable, non-exclusive, world-wide, royalty free license ("License") to display, reproduce, and distribute your Film on Slamdance's Web sites, as well as any other Web sites that may now or hereafter contain an authorized Slamdance branded area or window (collectively, "Slamdance Network").

You may revoke Slamdance's License by giving a thirty (30) day written notice ("Revocation Notice") addressed and delivered to Slamdance's Director of Content at programming@slamdance.com. Upon receipt of your Revocation Notice, Slamdance will use its best efforts to promptly remove your Film from Slamdance.com.

B. Promotional License. You are also giving Slamdance a non-exclusive, world-wide, royalty free license ("Promotional License") to use excerpts ("Excerpts") of your Film and biographical information for advertising or promotional purposes, including, without limitation, the right of display, reproduction, and distribution on Slamdance.com as well as in offline print materials such as posters. In the event that your Excerpts have been incorporated into Slamdance's advertising and promotional materials prior to receipt of your Revocation Notice, Slamdance's Promotional License shall be deemed to be non-revocable for a period of six (6) months from the date that Slamdance receives your Revocation Notice.

III. You Must Have The Right To Use All Of The Images And Music In Your Film

You warrant and represent ("Warranties and Representations") to Slamdance the following:

A. Unrestricted Right To Grant. You have the legal right and authority to grant the License and Promotional License to Slamdance. If you are under the age of eighteen (18), you must have your parent or legal guardian add your Film on your behalf.

B. No Infringement. The display, reproduction, and distribution of your Film on Slamdance.com will not violate or infringe upon the copyright, literary, privacy, publicity, trademark, service mark or any other personal or property right of any person or entity and that your Film will not constitute a libel or defamation of any third party.

C. Discharge/Payment of Obligations. All of the following have been discharged or paid or will be discharged or paid by you or persons other than Slamdance:

1. Copyright. All claims and rights of the copyright holders, if any, in literary, dramatic, musical or other material, including stories, plays, scripts, scenarios, themes, incidents, plots, characteristics, dialogue, music, words appearing, used or recorded in your Film.

2. Contracts. All obligations, of any kind, including, without limitation, those with artists and personnel, relating to purchases, licenses, laboratory contracts, distribution, exhibition, performance or exploitation of your Film.

3. Guild/Union/Performing Rights Society-Participation Payments. Any payments required to be made to any performing rights society or to any body or group representing authors, composers, musicians, artists, and other participants in the production of your Film, publishers or other persons having legal or contractual rights of any kind to participate in the receipts of your Film or to payments of any kind as a result of the distribution or exhibition of your Film and any taxes thereon or on the payment thereof.

D. No Pornographic Or Illegal Material. The content of your Film must not be obscene, pornographic, invade privacy rights, exploit the images of individuals under the age of eighteen (18), or in any other way violate applicable laws and regulations.

E. Indemnity. You agree to indemnify and hold harmless Slamdance, its respective officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach by you of this Agreement, including a breach of any Warranties and Representations made by you in this Agreement.

IV. The Display Of Your Film On Slamdance.com Is Subject To The Discretion Of Slamdance

Slamdance is under no obligation to display, reproduce, or distribute your Film and may remove your Film from Slamdance.com at anytime without notice. Slamdance reserves the right to modify, add, or delete services, products or features of Slamdance.com at anytime without notice.

Slamdance Encoding At No Charge To You

To enable the display, reproduction, and distribution of your Film on Slamdance.com, Slamdance, at no charge to you, may subject your Film to Slamdance Encoding ("Slamdance-Directed Processing"). Slamdance shall have all right, title, and interest in any data ("Digital Files") resulting from Slamdance-Directed Processing, including, without limitation, the encoding, compressing, formatting, and processing of audio and video data for streaming playback over the Internet or direct playback on a prepared file. Slamdance will use the Digital Files in accordance with the terms of the License and Promotional License.

V. Disclaimer & Limitation Of Liability

All right, title and interest not expressly granted by Slamdance are expressly reserved by Slamdance.

Slamdance SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF OR CONNECTED WITH THE SUBJECT MATTER OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, Slamdance MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE WHICH WOULD EXTEND BEYOND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT.

VI. Miscellaneous

A. Choice of Law and Forum. This Agreement, its interpretation, performance or any breach thereof, will be construed in accordance with, and all questions with respect thereto will be determined by, the laws of the State of California applicable to contracts entered into and wholly to be performed within said state. You hereby consent to the personal jurisdiction of the State of California, acknowledge that venue is proper in any state or Federal court in the State of California, agree that any action related to this Agreement must be brought in a state or Federal court in the State of California, and waive any objection you may have in the future with respect to any of the foregoing.

Notwithstanding the foregoing, Slamdance reserves the right to commence an action in your home state in regards to this Agreement.

B. Severability. If any provision of this Agreement, or application thereof, shall be held invalid by a court of competent jurisdiction, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

C. Use of "You" or "Your". The words "you" or "your" shall mean heirs, executors, administrators, successors, legal representatives and permitted assigns.

D. Waiver. Any waiver of any provision of this Agreement must be in writing and signed by an authorized representative of Slamdance.

F. Printed Agreement. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
