

FAVORITE FILM PITCH
ENTRY FORM & RELEASE

This Entry Form & Release ("Release") is part of the attached *Favorite Film Pitch* Official Rules, the terms of which are incorporated herein, and represents your binding agreement regarding your Submission, your participation in the Contest, and the use of your Submission in connection with the Contest. Unless defined separately, the terms used in this Release are defined in the Official Rules. No Participant is eligible to participate in the Contest until they have read and agree to sign this Release.

IMPORTANT: This Release is posted online for information purposes only. No mail-in Releases will be accepted. In order to be eligible to participate, Participant must sign the Release at the Contest Location during the Contest Period. This form and the Official Rules will also be provided at the Contest Location.

Submission. You will present your original idea for a feature length film (i.e., a film 90 minutes or more) that is in English and two and a half minutes (0:02:30) or less in length, which will be video recorded by Sponsors ("Submission"). The term "Submission" includes any and all content, performance, words, expression, ideas, storylines, plots, sounds, music, video, audio, visual effects, media and any other materials included in the pitch and captured in the audio-video recording, including, without limitation, your name, image, voice and likeness.

Ownership / Rights / Name and Likeness / Publicity. By submitting your Submission, you grant Sponsors the non-exclusive, worldwide, irrevocable, perpetual and royalty free right, license, authorization and permission, in any form or format, on or through any media or medium and with any technology or devices now known or hereafter developed, to host, cache, store, maintain, use, reproduce, distribute, display, exhibit, perform, publish, broadcast, transmit, modify, reformat, translate, and otherwise exploit all or any portion of your Submission for any purpose in connection with the Contest (including, without limitation, for any promotional or commercial purposes) without accounting, notification, or other obligation to you, and the right to license and sub-license and authorize others to exercise any of the rights granted hereunder in its sole discretion. These rights also include the right to distribute and synchronize all or any portion of your Submission in timed relation to any other visual elements; to web cast, pod cast, re-publish, re-broadcast, re-platform, port, syndicate, route, and link to and from all or any portion of your Submission; to encrypt, encode and decode, and compress and decompress all or any portion of your Submission; to edit, mix, combine, merge, superimpose, create or add special effects, illusions and/or other material to or of all or any portion of your Submission; and to excerpt and/or extract portions of your Submission in order to host, store, index, categorize and display your Submission on any media.

You also grant Sponsors the non-exclusive, worldwide, assignable, sub-licensable, irrevocable, perpetual and royalty free right, license, authorization and permission to use and refer to your name, image, voice, likeness, characteristic or other distinctive identification in connection with the Submission and for any promotional and marketing purposes without any consideration to, credit to or approval from you. You also expressly: (i) acknowledge that the audio-visual recording of the Submission and any related physical materials (e.g., DVD) is created solely by and at the expense of AFM, which has complete and exclusive ownership rights thereto; (ii) waive any potential claims whatsoever against Sponsors, including their parent companies, affiliates and subsidiaries, officers, directors, employees or agents, and Contest Judges arising from the use, derivative or otherwise, or non-use of your Submission; and (iii) waive any right to claim ambiguity in the Official Rules or this Release.

Release and Indemnification. You agree to release and hold harmless Sponsors, their parent companies, affiliates and subsidiaries, officers, directors, employees or agents, and Contest Judges from any and all claims, rights, encumbrances, liens, demands, actions or suits, including without limitation claims for copyright infringement, defamation, libel, slander, invasion of privacy, right of publicity, emotional

distress or economic loss or any other cause of action or legal claim, arising from use or nonuse of any portion of the Submission by Sponsors or any third party. You further agree to indemnify and hold Sponsors harmless from any potential or actual claim, action, suit, demand or damage, including reasonable attorney's fees, asserted by any third party in connection with the Submission due to or arising out of your breach or claimed breach of this Release or the Official Rules as well as any violation or claimed violation by you of any laws or rights of a third party.

Limitation of Liability. Sponsors assume no liability or responsibility to you resulting from any participation in or attempt to participate in the Contest beyond the terms of this Release and the Official Rules. Sponsors are not responsible for incorrect or inaccurate entry of information, human error, technical malfunction, or for late, lost, damaged, misdirected, incorrect, incomplete, delayed, garbled, stolen or inaccurate Submissions or for any other problems or errors related to the Contest. Sponsors are not liable in the event that any portion of the Contest is cancelled or disrupted due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Should a Force Majeure Event occur, Sponsors may, but are not obligated to, exercise commercially reasonable efforts to carry out the disrupted activity at another time or make a reasonable substitution in its sole discretion.

You hereby acknowledge and agree that the relationship between you and the Sponsors is not a confidential, fiduciary, exclusive, or other special relationship, and that your decision to submit a Submission does not place the Sponsors in a position any different from that held by members of the general public, other than as set forth in these Official Rules. You also understand and acknowledge that many ideas, stories or other works, existing now or in the future, may be competitive with, similar to, or identical to elements in the Submission and/or each other in theme, idea, plot, format, or other respects.

Right to Exclude. You acknowledge and agree that Sponsors are not required nor have any obligation to accept or use any Submission (or take advantage of any or all of the particular rights and authorities granted or otherwise available) and may in its sole discretion, remove or refuse to accept, use or do anything at all with respect to any Submission. Once you submit the Submission, you shall have no right to prohibit, restrict, revoke or terminate any of the rights granted. Sponsors are not obligated to offer you any compensation, credit or other consideration for your Submission. You also understand and agree that neither all or any portion of your Submission, nor any commercial, advertisement, promotional, marketing or other material associated with your Submission, need to be submitted for approval prior to use.

Prizes. Each and every prize is awarded "as is" with no warranty or guarantee, either express or implied by AFM. Air transportation may vary based on dates of travel and point of departure. If Favorite Film Pitch Winner (Winner) resides within a reasonable distance from destination, AFM reserves the right to substitute air transportation with appropriate ground transportation and no compensation, adjustment or substitution will be provided for the difference in prize value. Any difference between stated value and actual value will not be awarded. Travel companion of Winner must be at least twenty-one (21) years of age or older, or child or legal ward of Winner, and must sign a Liability and Publicity Release. If travel companion is the child or legal ward of Winner, Winner will be required to execute and return all required documents on behalf of such child or legal ward.

All travel accommodations are to be selected by AFM, and once made may not be altered except by AFM. Some restrictions and blackout dates may apply. The travel and hotel expenses, including airport transportation to and from hotel, meals, incidentals, tips, telephone calls, or any other expenses not specifically mentioned, that are incurred during the trip are the winners' sole responsibility. Winner and travel companion are responsible for obtaining all required travel documents prior to travel, must travel together on the same itinerary, and agree to comply with all venue rules and requests. Failure to do any of the foregoing may result in forfeiture of such portion of the prize.

Finalists, Winner and Winner's travel companion agree to release, discharge, indemnify and hold harmless Sponsors, their parent companies, affiliates and subsidiaries, officers, directors, employees or agents, and Contest Judges from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize (including any travel/activity related thereto) or participation in this Contest.

Section Headings. The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of the Official Rules or the intent of the provisions hereof.

Choice of Law. You agree that any participation in the Contest, contacts with Sponsors, and judging occurred in California. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules and this Release, or the rights and obligations of each Participant in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction. Any claim or cause of action arising out of or related to the Contest or the Official Rules must be filed within one (1) year after such claim or cause of action arose regardless of any status or law to the contrary or it shall be barred.

Separability. Each provision of this Release shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Release which are valid.

The rights, licenses and privileges described in this Release and granted hereunder shall commence immediately upon execution of this Release and submission of your Submission and continue thereafter perpetually and indefinitely, regardless of any future relation between you and the Released Parties.

Participant Information and Consent

First & Last Name
(Print Clearly): _____

Address: _____

Telephone. _____

Email _____

By signing this Release, you signify that you have read, understand and fully agree to the terms and conditions in this Release and the attached Official Rules, which govern your legal relationship with the Sponsors, including their parent companies, affiliates and subsidiaries, officers, directors, employees and agents, and Contest Judges in connection with your Submission and the Contest. **I hereby agree to and accept all of the terms and conditions in this Release and the *Favorite Film Pitch* Official Rules:**

X _____
Signature

Date