

**Asian CineVision 2010 National Festival Tour  
Cinema Me Short Film Competition  
Sponsored by Toyota  
SUBMISSION INFORMATION FORM**

Name of Producer/Entrant/Team Leader: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Home or Work Telephone: \_\_\_\_\_

Mobile Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Entrant Team Name: \_\_\_\_\_

Title of Film: \_\_\_\_\_

Enclosed is my submission to the 2009-10 National Festival Tour Cinema Me Short Film Competition.

Please find as follows:

- Two (2) copies of the ENTRANT TEAM FILM on either MiniDV tapes or data DVD or both (Total of two (2) tapes or two (2) data DVDs or one of each) in the approved format .
- Shootout Submission Information Form (This form )
- Entrant Team Roster
- Entrant Team Leader Affirmation
- Entrant Team Member Agreement
- Parent/Guardian Release (If Required)

Signature of Producer/Entrant/Team Leader: \_\_\_\_\_

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

Send Film Submission and Documents (must be received by 6:00pm, April 30, 2010) to:

**Asian CineVision 2010 National Festival Tour  
Cinema Me Short Film Competition  
133 West 19th Street, Suite 300  
New York, NY 10011**

For Office Use Only

Date/Time Rec'd Submission Team \_\_\_\_\_

Roster \_\_\_\_\_

Team \_\_\_\_\_

Leader Aff. \_\_\_\_\_

Entrant Team Member \_\_\_\_\_

Agreement \_\_\_\_\_

Parent/Guardian Release \_\_\_\_\_

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**ENTRANT NAME:** \_\_\_\_\_

**FINAL TEAM ROSTER**

Please complete the Entrant Team Roster and Entrant Team Member Agreements for all those who participated on your team during the competition period.

**TEAM ROLE:** \_\_\_\_\_  
i.e. Producer, Director, DP, Actor, Crew, Other

**Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Ethnicity:** \_\_\_\_\_

(As this is Competition sponsored by Asian CineVision, whose mission statement is to support and promote films featuring and about Asian Americans, either the Entrant or at least one member of the Entrant Team is required to be of Asian American descent. Please be specific, e.g.,: Chinese, Korean, Indian, South Asian, Japanese, etc.)

Minor (i.e. below the age of 19 in Nebraska and Alabama, below 18 everywhere else)? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, must fill out parent/ guardian release

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AFFIRMATION OF TEAM LEADER**

I, \_\_\_\_\_, Entrant and Team Leader of \_\_\_\_\_ (the "Entrant Team"), having participated in the Asian CineVision 2010 National Festival Tour Cinema Me Short Film Competition (the "Competition" or "Contest"), hereby submit to Asian CineVision ("ACV") two (2) copies of the Film entitled \_\_\_\_\_ (the "Work") and affirm that the Entrant has secured and obtained any and all rights, releases, and/or permission necessary to record and produce and perform the Work, including signed Entrant Team Member Agreements from each of the cast and crew of the film team specified above. I understand that ACV will not accept the Work unless this executed affirmation is submitted simultaneously with the Work. I affirm that I have read and agreed to the Contest Official Rules.

I further represent and warrant that (i) I am a legal resident of the United States or Canada, (ii) I am free to enter into and fully perform all of my obligations hereunder; (iii) the Film is an original work created by myself and/or the Entrant Team and does not and will not violate any law, statute, ordinance, or regulation, (iv) the rights granted herein will not infringe on any rights or interests of any third party; (v) no additional consent from any parties regarding any elements contained in the Work will be required to exercise the rights granted herein and in the Competition Official Rules; and (vi) the Work is not and will not be defamatory, trade libelous, pornographic, or obscene. ACV, interTrend Communications, Inc. Toyota Motor Sales, Inc., their agents successors, assignees, and licensees, shall have the right, but not the obligation, to use the Work and the results and proceeds of the services and materials provided under this Affirmation, and my name, voice, likeness, and biography in connection with the Competition and ancillary uses thereof.

I further affirm that the I shall indemnify and hold harmless ACV and its sponsors and related affiliates from any and against any and all claims, losses, expenses, and liabilities of every kind, including reasonable attorney's fees, arising out of the my failure to secure and obtain any rights, releases, and/or permission necessary to record and produce and perform the Work, arising out of the recording, editing, production and screening of the Work either in connection with the Contest or otherwise, or out of any breach by me or the Entrant Team of the Contest Official Rules. I expressly release ACV and its sponsors and related affiliates from any and all claims arising out of the use of the Work.

I acknowledge that this Affirmation is made in the State of New York and shall be construed and interpreted in accordance with the internal laws of the State of New York, applicable to contracts made and performed entirely therein without regard to conflicts of laws principles. I agree and consent that jurisdiction and venue of all matters relating to this Release shall be vested exclusively in the Federal, state and local courts for New York, New York.

Signed: \_\_\_\_\_

Name (Entrant Team Leader): \_\_\_\_\_

Entrant: \_\_\_\_\_

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

**Asian CineVision 2010 National Festival Tour  
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**ENTRANT TEAM MEMBER AGREEMENT AND MATERIALS RELEASE**

**\*\*\*A COPY OF THIS RELEASE MUST BE SIGNED BY EVERY ENTRANT TEAM MEMBER  
ON EACH ENTRANT TEAM – Duplicate as Needed\*\*\***

The undersigned ("you"), on behalf of the film team known as \_\_\_\_\_ (individually and collectively, "Entrant Team Member"), hereby submits to Asian CineVision (ACV) and the sponsors of 2010 National Festival Tour Cinema Me Short Film Competition (collectively, "Sponsor(s)" and/or "Producer(s)"), a short film or video ("Work") for consideration for use in the 2010 National Festival Tour Cinema Me Short Film Competition.

Entrant Team Member hereby agrees to take part in the Competition being produced by ACV and scheduled to commence on November 09, 2009 and ends at around 11:59pm (EDT) on April 30, 2010.

Entrant Team Member has read and hereby agrees to abide by, the Official Rules of the Competition, the terms of which can be found at [www.asiancinevision.org/tour2010](http://www.asiancinevision.org/tour2010) and incorporated herein. It is understood that Sponsors reserve the right to screen or exhibit only those films/videos which adhere to the Official Rules of the Competition.

Entrant Team Member hereby understands that the Entrant Team is responsible for all crew, cast, equipment, sets, location, and other items necessary for participating in the Competition, and all costs, expenses, damages and claims related thereto. The Producers are providing as part of the Competition: 1) the event and guidelines in which Entrant Team Member is taking part; 2) a possible screening opportunity at the 33rd Asian American International Film Festival for all finalist films (July 2010) and elsewhere; and 3) possible monetary prizes for the Entrant (defined as the submitter of the Film, as specified on the Submission Form), as set forth in more detail in the Competition Official Rules.

By submitting or participating in the making of a Work submitted to Producers, Entrant Team Member grants to Producers, interTrend Communications, Inc. Toyota Motor Sales, Inc. and each of their agents ("Competition Parties") the non-exclusive, irrevocable right and license to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, broadcast, rebroadcast, transmit, record, publicly perform and distribute and synchronize in timed relation to visual elements, the Film and any related materials submitted by Entrant Team Member (such as personal information and/or elements, including but not limited to name(s), trademarks, trade names, likenesses, photographs, biographical materials and all other graphic and/or textual material) (together with the Film, the "Materials"), and/or any portions or excerpts thereof, in any manner, an unlimited number of times, in any and all media, now known or hereafter devised, throughout the world, in perpetuity to advertise, promote, and publicize Competition Parties, Shootout sponsors, the Competition, the Film and/or any of Producers' programming services, wherever carried, in all media throughout the universe and may authorize others to do so. Such advertising, promotion, and publicity may include portions and excerpts, in addition to cut-in, synchronized, dubbed and superimposed versions of the Materials. Except where prohibited by law, Producers may use and authorize others to use Entrant Team Member's name, voice, biography, and likeness as well as those of artists or individuals who rendered services in connection with the Film in any media now known or hereafter devised, throughout the world, in perpetuity, for the purposes of advertising, promotion or publicity for the use by Producers of the Work, the Competition, and/or any of Producers' and their programming services wherever carried.

You hereby warrant and represent that (i) you are a legal resident of the United States or Canada, (ii) you are free to enter into and fully perform all of your obligations hereunder and that you have secured all consents necessary to enter into this Agreement; (iii) the Film is an original work created by Entrant and/or Entrant Team and does not and will not violate any law, statute, ordinance, or regulation, (iv) the rights granted herein will not infringe on any rights or interest of any third party; (v) no additional consent from any parties regarding any elements contained in the Materials will be required for Producers to exercise the rights granted to them herein; and (vi) the Materials are in compliance with the Competition Official Rules and are not and will not be defamatory, trade libelous, pornographic, or obscene. Producers, their successors, assignees, and licensees, shall have the right, but not the obligation, to use the Materials and the results and proceeds of the services and materials provided under this Agreement, and your name, voice, likeness, and biography in connection with the Competition and ancillary uses thereof.

You understand that any physical materials submitted will be retained by Producers and will not be returned to you. You expressly release ACV, its sponsors and related affiliates, and Competition Parties from any and all claims arising out of your participation in the Competition, the creation and the use of the Work by Competition Parties. Entrant Team Member shall defend, indemnify and hold ACV and any other sponsor and their respective affiliated entities, harmless

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AGREEMENT AND MATERIALS RELEASE**

from and against any and all claims, demands, losses, damages, or other payments, including, without limitation, reasonable attorney fees, arising out of any breach or alleged breach of any of your warranties or representations herein.

You acknowledge that this Affirmation is made in the State of New York and shall be construed and interpreted in accordance with the internal laws of the State of New York, applicable to contracts made and performed entirely therein without regard to conflicts of laws principles. You agree and consent that jurisdiction and venue of all matters relating to this Release shall be vested exclusively in the Federal, state and local courts for New York, New York.

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Entrant Team Member (signature)

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Name (please print)

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Address

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Date

Minor (under 19 in NE or AL, under 18 in all other jurisdictions)? Yes \_\_\_\_\_ No \_\_\_\_\_  
(If under 18, then Entrant Team Member's Parent or Legal Guardian must sign a Parent/Guardian Release)

**Asian CineVision 2010 National Festival Tour  
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PARENT/GUARDIAN RELEASE**

I represent that I am the parent and/or guardian of \_\_\_\_\_, who is a minor and who has signed or is the subject of the attached ENTRANT TEAM MEMBERS AGREEMENT in connection with the 2010 National Festival Tour Cinema Me Short Film Competition and I agree that we both shall be bound by the ENTRANT TEAM MEMBERS AGREEMENT and the Competition Official Rules.

Signature of Parent/Guardian: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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