



417 S. Main Street • Aberdeen, SD 57401 • 605-216-6650 • [www.southdakotafilmfest.org](http://www.southdakotafilmfest.org)

## Official Entry Rules & Terms and Conditions – June 9, 2010

The 2010 South Dakota Film Festival will take place in Aberdeen, South Dakota between September 10, and September 12 of 2010. The call for submissions begins on May 15, 2010 and will end on June 30, 2010 with a possible late submissions deadline ending no later than July 31, 2010. All entries must be received by the South Dakota Film Festival no later than 11:59 PM on June 30, 2010 with a late submissions deadline of July 31, 2010. The period between June 30, 2010 and July 31, 2010 will hereafter be known as the "late submission period". That means "in hand" by that date and time, not "postmarked" by that date. More official details can be found at [www.withoutabox.com](http://www.withoutabox.com).

By submitting an entry, or entries, we assume that you agree to the Official Entry Rules and acknowledge that the decisions of the adjudicators shall be binding and final.

**To Enter:** Three copies of each entry must be submitted to the South Dakota Film Festival in DVD format. All entries in the "shorts" category can be a maximum length of (40) minutes to qualify. Entries submitted to the "features" category should be at least forty-one (41) minutes in length. Entries may be accompanied by any and all promotional material your company is capable of providing; including but not limited to, trailers, press kit, photos, personal bios, bonus material and out-takes. Any entry in a foreign language must be overdubbed or subtitled in English. Each entry must also be accompanied by a non-refundable entry fee in U.S. dollars as follows: \$30 entry fee for "features"; \$30 entry fee for "shorts". Submissions received during the "late submissions period" will be: \$50 for features; \$50 for shorts. Multiple up to three (3) entries per company or team are accepted, and must each be accompanied by the appropriate entry fee. For companies or teams with multiple entries, disqualification of one film due to breach of the Official Entry Rules will result in the disqualification of ALL films submitted by that company or team. The South Dakota Film Festival, its affiliates, employees, officers, directors, licensees and assigns will not be responsible for late, lost, incomplete, illegible, damaged, garbled, technically corrupt, postage-due or misdirected entries. All physical copies of entries (i.e., DVDs, tapes, press kits, photographs, and all other tangible material submitted to the South Dakota Film Festival) shall become the property of South Dakota Film Festival and, due to the volume of materials submitted, may not be acknowledged or returned.

It is the sole responsibility of the entrant to notify The South Dakota Film Festival in writing if the entrant changes his/her address, phone number, or other contact information. To do so, write to: South Dakota Film Festival -Attn: Address Change, 417 S. Main Street, Aberdeen, SD 57401. Notification must be received by July 31, 2010.

**Eligibility:** The Competition is open to individuals who are 18 years of age or older, and, if under the age of 18, entries must be accompanied by written parental consent. The South Dakota Film Festival reserves the right to verify and confirm such consent and disqualify any entrant under 18 without valid consent.

By entering this Competition all entrants grant to the South Dakota Film Festival the unrestricted right to use their respective names, photographs, likenesses, voices, and/or biographical information for South Dakota Film Festival programming, publication, publicity, advertising and all other promotional purposes without compensation, review or approval unless prohibited by law. All federal, state, local, and international laws and regulations apply.

**Additional Entry Regulations:** Each entrant represents and warrants to the South Dakota Film Festival that his or her entry is (i) completely the original work of the entrant(s), (ii) not copied from any other source or currently contracted or distributed, disseminated in any media or format (except for previous broadcast on campus television or limited Internet broadcast on a website controlled and maintained solely by the entrant) (iii) not in the public domain, and (iv) not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity. If the South Dakota Film Festival, in its sole discretion, has reason to believe that any entry contains any material that may infringe or violate any law or any rights of a third party, South Dakota Film Festival may immediately disqualify such entry and take all other measures South Dakota Film Festival may deem appropriate. Entries that contain any content determined by South Dakota Film Festival in its sole discretion as indecent, inappropriate, morally objectionable or otherwise unfit for dissemination or broadcast will be immediately disqualified. Entries not meeting stated running time requirements will be disqualified. Entries not satisfying these Official Entry Rules in any respect will be disqualified. Each entrant further agrees to sign, and to obtain (at the entrant's expense) from all necessary third parties, all releases, permissions and other written documents, in a form acceptable to South Dakota Film Festival, as may be required by the South Dakota Film Festival and any of its affiliates or sponsors upon request so as to confirm, record and/or perfect their rights in the entry. Without limiting the generality of the foregoing, each entrant acknowledges and agrees that upon South Dakota Film Festival request, he or she shall provide to South Dakota Film Festival all necessary written releases and permissions pertaining to on-camera talent, writers, composers, and any other third parties providing any services or materials in connection with such entrant's entry to the Competition.

Each entrant further acknowledges that the South Dakota Film Festival and its affiliates, employees, officers, directors, licensees, assigns, and sponsors (collectively the "Designated Entities") may engage and have engaged in extensive activities in connection with developing, writing, acquiring, publishing, disseminating and broadcasting literary, artistic, and other material, including stories, ideas, themes, plots, titles, screenplays, teleplays, treatments, formats, and concepts (collectively, the "Materials"). In submitting an entry to South Dakota Film Festival, each entrant acknowledges and understands that any materials that the Designated Entities may hereinafter use or exploit may have originated with the Designated Entities themselves or may have been acquired from the Designated Entities' employees or other parties, and that such Materials may duplicate, parallel or resemble the entrant's entry to the Competition.

By submitting an entry, entrants acknowledge that they understand and agree that the Designated Entities' use of Materials containing features and elements similar to or identical with those contained in their entry shall not entitle the entrant to any compensation whatsoever. As an inducement to South Dakota Film Festival to accept the entrant's entry into the Competition, each entrant hereby waives any claim or right of action against any of the Designated Entities or their successors in connection with the Designated Entities' use of any Materials (or any portions thereof) whether or not such Materials contain any features or elements similar or identical to those contained in an entrant's entry.

**Judging:** The official judging panel, consisting of individuals selected by the South Dakota Film Festival, at its sole discretion, will make a number of official selections (the "Official Selections") from all eligible entries received. From these official selections, winner(s) may be selected and announced at an awards ceremony to occur following the close of the Competition. The judging may be based on the following criteria: (i) originality and creativity; (ii) overall quality of all elements and aspects of the production of each entry, including, without limitation, writing, acting, directing, editing, etc.; and (iii) adherence to and appropriateness for a particular format or type of program. An interview with the entrant, conducted at the sole discretion of the judges, may also be required prior to the judges' decision. The judging will be conducted approximately in mid August, 2010. At that time, the selected entrants may be required to submit requested information, including but not limited to additional releases and permissions from necessary parties, to assist in the judges' due diligence research. The selected entrants will be notified by telephone and/or e-mail. Potential winners will be required to sign and return within five (5) business days of receipt an Affidavit of Eligibility, Release and Indemnification, as well as other documents that South Dakota Film Festival may reasonably require. If any potential winner does not reply to any notification by South Dakota Film Festival within five (5) business days, such potential winner may be disqualified in the discretion of South Dakota Film Festival and an alternate potential winner may be selected. This process may continue until a winner is selected. South Dakota Film Festival shall not be responsible in any way for any missed, lost or misdirected notification or an entrant's failure to receive a communication from South Dakota Film Festival.

**Categories Awards:** The South Dakota Film Festival reserves the right to award a number of competition prizes and/or awards, in categories selected by the South Dakota Film Festival in its sole discretion, as it may deem appropriate.

**Grant of Rights by Each Entrant to the South Dakota Film Festival:** By entering, each entrant acknowledges and agrees that South Dakota Film Festival shall have the rights in and to the entry, as follows:

1. For the period commencing on the date of submission and terminating on the date that is one (1) month following the last day of the Competition (the "Exclusivity Period"), South Dakota Film Festival shall have the exclusive right to exhibit, disseminate, or broadcast each entry (and any portion(s) or element(s) thereof) in any manner, media or format now known or hereafter devised (the "South Dakota Film Festival Exclusive Right"). Each entrant agrees not to exhibit, disseminate, or broadcast, or authorize any third party to exhibit, disseminate, or broadcast, in any manner, media, or format, his or her entry (or portions thereof), during the Exclusivity Period.

2. Commencing immediately upon the termination of the Exclusivity Period, and continuing in perpetuity, the South Dakota Film Festival shall have the nonexclusive right to exhibit, disseminate, or broadcast each entry (and any portion(s) or element(s) thereof) in any manner, media or format now known or hereafter devised (the "South Dakota Film Festival Non-Exclusive Right").

3. If, at any time after the Official Selections of the Competition are publicly announced by the South Dakota Film Festival, any entrant receives a bona fide offer from a third party primarily engaged in the business of programming for television, exhibition and/or distribution rights to his or her entry, then South Dakota Film Festival shall waive the South Dakota Film Festival Non-Exclusive Rights or South Dakota Film Festival Exclusive Rights, as the case may be, for the remainder of the applicable period, effective one (1) month after the South Dakota Film Festival receives written notice from such entrant, and all such rights shall revert to the entrant upon completion of the South Dakota Film Festival. The entrant shall be free, at such point, to dispose of such rights with respect to his or her entry free and clear of any encumbrance or lien on the part of the South Dakota Film Festival. The South Dakota Film Festival reserves the right to verify or inspect evidence of any such bona fide third party offer.

4. Notwithstanding any other provision contained in these Rules, including, without limitation, Paragraph 3 above, each entrant acknowledges and agrees that South Dakota Film Festival shall have the right in perpetuity to include each entry (or any portion(s) or element(s) thereof) in a DVD or other product that is a compilation or sampling of entries (e.g., a "Best Of" or "Highlights") from the 2010 Competition and/or any other year of the South Dakota Film Festival, and to exhibit, sell, disseminate, broadcast, or distribute such DVD or other product. In the event an entrant does not wish to have such entrant's entry included on such DVD or other production, written notification (deliverable by mail) indicating such entrant's wish that the entry not be used in such DVD or other product must be actually received by South Dakota Film Festival no later than July 31, 2010 at South Dakota Film Festival Attn: DVD, 417 S. Main Street Aberdeen SD, 57401.

**Copyright:** Subject to the rights granted to South Dakota Film Festival as described above and the other terms and conditions herein, each entrant shall retain the copyright in and to his or her respective entry.

**Publicity:** Some or all of the entrants whose entries are chosen as Official Selections, including the winners of the Competition, may be required to participate in a reasonable number of customary promotional and publicity activities (including public appearances, press junkets, interviews, and the like) to promote The South Dakota Film Festival and the Competition. If an entrant is not willing or not able to participate in such customary promotional activities at the time of the announcement of the winners, South Dakota Film Festival reserves the right to select another winner.

**Additional Conditions of Participation:** If for any reason the Competition is cancelled or cannot be administered or completed as planned, the South Dakota Film Festival reserves the right, at its sole discretion, to terminate, modify and/or suspend the Competition and to determine the winners by having the judges evaluate all eligible entries received prior to the action taken, or as otherwise deemed fair and equitable by the South Dakota Film Festival. Notwithstanding the foregoing, the South Dakota Film Festival reserves the right to terminate, modify or suspend this Competition due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; the recapture of any time period scheduled for the live telecast of a program for an event of national importance or emergency; failure of technical facilities; failure of essential production, or technical personnel to appear or be available for production or broadcast; or other cause beyond its control. By entering, each entrant agrees that should this Competition be terminated for any reason such entrant irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.

**Names of Finalists and Winner:** For the names of the Finalists and Winners, available after September 20, 2010, mail a self-addressed, stamped envelope to: South Dakota Film Festival: Attn: Winners, 417 S. Main Street Aberdeen, SD 57401.