

MovieFest 2007

Movie Detail Form

(Please print and tick appropriate boxes)

Ref No.

Name:
(school name, group name, team name)

Contact Name:

Contact Address:
.....
.....

Contact Email:

Contact Phone / Fax:

Category: Primary School Secondary School Hobbyist Open

Length (Max 5 Minutes)

Producer's Name:

Male Female Age

Address:
.....
.....

Phone / Fax:

Mobile:

Email:

Director's Name:

Male Female Age

Address:
.....
.....

Phone / Fax:

Mobile:

Email:

Writer/s:

Cinematographer:

Sound Designer:

Composer:

Editor:

Editing system used:

Camera/s:

Cast:
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.....
.....

Please fill in this form and send with your movie to:

MovieFest Charitable Trust
P.O. Box 40-732
Upper Hutt, Wellington

This movie detail form and your movie must arrive at our Post Office Box prior to 5pm, 24 August 2007 to be eligible. A separate form must be supplied with each movie entered.

MOVIEFEST 2007 CONDITIONS OF ENTRY

You must sign this form (see below) to be eligible for entry into the MovieFest 2007 Competition

1. By completing this entry form and delivering it to the MovieFest Trust at P.O. Box 40-732, Upper Hutt, by Friday 24 August 2007, the Producer has applied to enter one Movie in the 2007 MovieFest competition and accepts that the conditions contained in this entry form create a binding agreement between the MovieFest Trust and the Producer.

2. The MovieFest Trust may, in its absolute discretion, and without giving reasons, select the Movie for the last judging round of the finalists for viewing on the 28 October 2007 or such other date as the MovieFest Trust may nominate. Any prizes awarded are not transferable, replaceable or redeemable.

3. If the Movie is not Selected for the Festival, the MovieFest Trust will, on or before 3 September 2007, notify the Producer and make the Movie available for collection by the Producer after 4 September 2007 until 30 April 2008, after which time the Movie may be disposed of by the MovieFest Trust.

4. The Producer makes the following guarantees to the MovieFest Trust:

- (a) the Movie was made by the Producer specifically for the Festival;
- (b) the Movie complies with the "Guidelines for Entry" contained with this entry form;
- (c) the Movie has not been, and will not be prior to the Festival Day, viewed by the public by any means;
- (d) the rights (including intellectual property rights, eg copyright) in the Movie have not been, and will not be prior to the Festival Day, assigned or licensed (ie given away or permitted to be used) to any party other than the MovieFest Trust;
- (e) the Producer is entitled to reproduce and exploit all of the underlying rights (for example, the script and music) in the Movie by including these in the Movie;
- (f) all the actors in the Movie have consented in writing to the use of their performances in the Movie;
- (g) the Producer is the owner, or has permission from the owner, of the copyright in the sound recordings comprising the soundtrack to the Movie and the works (ie lyrics and music) reproduced in those sound recordings;
- (h) the Producer has obtained from each contributor to the Movie a written consent to their work being edited, altered and/or reproduced, in any manner or context, by the Producer, and any person authorised by the Producer to do so (including the MovieFest Trust), and such consents have been obtained to the full extent permitted under the Copyright Act, 1994 (Moral Rights Consents);
- (i) the Producer has obtained from each contributor to the Movie authorisation for the MovieFest Trust to use the contributor's name and likeness in connection with any publicity for the Festival and related competitions, and an undertaking that the contributor will perform publicity appearances for the Festival and related competitions if reasonably requested by the MovieFest Trust;
- (j) the Producer is entitled to grant to the MovieFest Trust permission to make use of each and every right referred to in clause 5 below and the use or exploitation of the Movie as contemplated by this entry form will not violate the rights (including copyright) of any third party;
- (k) the Producer will pay all fees and other charges related to entry of the Movie in the Festival;
- (l) all details in this entry form are true and correct; and
- (m) the Producer indemnifies the MovieFest Trust against any and all claims made against the MovieFest Trust in relation to the guarantees provided by the Producer in this clause 4 of this entry form.

5. Subject to clauses 6 and 7, in consideration of the MovieFest Trust reviewing the Movie for the purpose of the Movie being Selected for the Festival, the Producer grants an exclusive licence in New Zealand to the MovieFest Trust (whether or not the Movie is Selected for the Festival) to do any and all of the acts now or subsequently comprising the copyright in the Movie, including:

- (a) all such acts in connection with any Movie festival conducted or participated in by the MovieFest Trust;
- (b) to include or embody the Movie in another Movie produced by the MovieFest Trust or an assignee or licensee of the MovieFest Trust and in respect of which the MovieFest Trust or its assignee or licensee will own or license any or all rights, being:
 - (i) a collection or compilation of Movies seen in public at any Movie festival conducted or participated in by the MovieFest Trust; or
 - (ii) a Movie comprising Movies, or parts of Movies, seen in public at any such festival;
- (c) to communicate the Movie to the public by any means including, but not limited to, by means of the Internet, cable, satellite, and by any media now existing or subsequently devised; and
- (d) without limiting the generality of paragraph (c) above, to communicate the Movie to the public by any means at, from or otherwise in connection with any Movie festival conducted by the MovieFest Trust.

6. Notwithstanding clause 5, if the MovieFest Trust notifies the Producer that the Movie is not Selected for the Festival, the licence granted to the MovieFest Trust in clause 5 of this entry form will become a non-exclusive licence, and all remaining rights will revert to the Producer, on 3 September 2007 (or such other date as the MovieFest Trust may notify the Producer that the Movie has not been Selected). However, a Producer whose Movie has not been Selected for the Festival may request the MovieFest Trust to terminate the non exclusive licence granted in this clause 6 of this entry form by writing to the MovieFest Trust, identifying the Movie and requesting such termination, and the MovieFest Trust must, upon such request, immediately terminate the non-exclusive licence granted in this clause 6 and notify the Producer in writing. Upon the Producer receiving such written notification from the MovieFest Trust, the licence of the Movie to the MovieFest Trust will be terminated and neither the MovieFest Trust nor any assignee or licensee of the MovieFest Trust will have any rights, including copyright, in the Movie.

7. Notwithstanding clause 5, if the Movie is Selected for the Festival, the Producer may, after the Festival Day, enter the Movie in other Movie festivals, but only for the purposes of the Movie being viewed on other Movie festival days and not for any other purpose. The Producer may, however, request that the MovieFest Trust grant non-exclusive rights to the Producer or exclusive rights in the Movie to a third party in any territory by writing to the MovieFest Trust requesting such consent and providing details of the proposed arrangement or agreement with that third party. The MovieFest Trust will, having regard to any arrangements and agreements that the MovieFest Trust has or may have with other parties in relation to the Movie, not unreasonably withhold its consent to such request.

8. Notwithstanding anything contained in this entry form, the Producer will not grant any rights in the Movie to any person:

- (a) prior to the Festival Day; or
- (b) where the grant of such rights would put the MovieFest Trust in breach of any agreement or arrangement made known to the Producer by the MovieFest Trust or which the Producer ought to be aware.

9. The Producer authorises the MovieFest Trust to do any and all acts comprised in the Copyright Act, 1994, Part IV (Moral Rights Consents).

10. The Producer authorises the MovieFest Trust to use the Producer's name and likeness in connection with any publicity for the Festival and related competitions, and the Producer agrees to undertake publicity appearances for the Festival and related competitions as reasonably requested by the MovieFest Trust.

11. The agreement created by this entry form is made in New Zealand and is governed by the non-exclusive jurisdiction of the courts of New Zealand. The Producer will do such acts and sign, or cause to be signed, such instruments as the MovieFest Trust may reasonably require for the purposes of this agreement. The MovieFest Trust may assign or license its interest under this agreement. The Producer must not assign or license its interest under this agreement. Where any party comprises more than one person, a reference to that party includes each such person severally and all such persons jointly. A reference to a person includes a body corporate.

The singular includes the plural and vice versa. The words and expressions used in this agreement have the meanings given to them in the Copyright Act, 1994 unless expressly stated to the contrary in this agreement. A reference to a "Movie" is a reference to a "cinematograph Movie". In the case of any inconsistency between the provisions of this entry form and any other language contained in this document, the provisions in this entry form prevail.

I, the Producer or representative of, understand and agree to the terms and conditions of entry as outlined above and certify that I am entitled to enter in my chosen category and prepared to produce such evidence if required. I also certify that I am of a legal age to undertake this agreement.

Name of entry _____

Producer/s name (please print) _____

Producer/s signature _____

Signed on _____ day of _____ 2007