

## COMMONSPEAK TERMS AND CONDITIONS NOTES:

Note that Orlando Edge Film Festival, Avant Edge Film Festival, Critical Edge Film Festival - Madison, Milwaukee Edge Film Festival, Experimental Edge Film & Art Festival, NOLA Edge Film Festival, AEFF, EEFF, CEFFMAD, MEFF, OEFF, NEFF, EEFF, or any other festival managed and organized by CEFF Network should each respectively be considered synonymous with Critical Edge Film & Art Festival, Critical Edge Film Festival, and CEFF. Additionally, use of the word film should be considered synonymous with photography. CEFF is a festival with many parts to it; these parts include both frequent Early Screening events, and the annual film festival with the tangible awards, prizes, and selection certificates for which you are competing. Please be aware that by submitting to our festival, you are agreeing to allow us to use all/any portion your film for any part of the festival (during which admission may be charged), as well as for advertising and your promotion across our social media. We retain these rights from the moment your film is submitted to the festival until the end of the Annual Film Festival (or until Notification Date should your film not be selected). After this date, online posts will not be deleted.

Despite our freedom to use your film for our own screening and advertising, we in no way would like to imply that we have some sort of ownership of your film. Should your film be picked up by a production or distribution company after screening at our festival, we demand no percentage of your deal or profits. Whatever you choose to do with the film outside of the festival is still solely up to you, because we do not own your film inherently through submission.

Any aspect of the festival is subject to change at the discretion of the Festival Director or Board. These aspects include Award Categories, Event Dates, Submission Deadlines, Venue, Category and Entry Fee, Award Recipients, Awards & Prizes, and the Selection Status of your film. Should the final film festival event be cancelled (not delayed or rescheduled, but cancelled) for any reason, any filmmakers who have paid to have their film entered will receive a full refund.

## TERMS AND CONDITIONS for filmmakers submitting to CEFF:

1. I, the representative of the film being submitted (the "Film"), acknowledge and agree as follows in connection with the film submitted for consideration for the Critical Edge Film Festival (the "Festival"):
2. I hereby represent and warrant to the Festival that (a) I am duly authorized, on my own behalf and on behalf of all other persons or entities who have any ownership rights in the Film, to exhibit this Film at the Festival, (b) this exhibition will not violate any law or any right or consent of any person or entity and (c) the Film is not subject to litigation nor is it threatened by any litigation.

3. I further represent and warrant that, to the best of my knowledge, the exhibition of the Film at the Festival will not violate or infringe any copyright, patent, privacy right, publicity right, trademark, service mark or any other personal or property right of any person or entity and that my Film does not constitute a defamation of any person or entity. I have paid and will pay in full all license fees, clearance fees, and other obligations, of any kind, arising from the exhibition of the Film in connection with the Festival.

4. If accepted, I acknowledge that the exploitation of the Film does not create any confidential or fiduciary relationship between the Festival and I. I understand that I will not receive any compensation for such exploitation, although some prizes at the Festival may include cash awards. I acknowledge that no obligation of any kind is assumed by or may be implied against the Festival because of the Festival's selection of the Film. I understand and acknowledge that the selection of my Film by the Festival does not in any way constitute an express or implied endorsement or approval by the Festival or any opinion expressed therein.

5. I agree to indemnify and hold harmless the Festival with any affiliate, subsidiary and parent entities and the officers, directors, employees, attorneys, creative advisers and agents of each of the foregoing from and against any and all claims, losses, or liabilities (including reasonable attorneys' fees) that may be asserted against any of the foregoing or incurred by any of the foregoing at any time in connection with the Film or the Festival's use thereof, and/or arising from any breach or alleged breach of any representation made by me to CEFF (Critical Edge Film & Art Festival Network) or any of its partnered festivals.

6. I represent that I am 18 years of age or older, or that if I am younger than the legal age to enter into contracts in my state, I have provided a written consent from my parent or legal guardian. I agree that any controversy arising out of or in connection with my Film and the Festival will be governed by the internal laws of the State of Florida and conclusively determined by arbitration in the City in which the aforementioned CEFF festival is located in, in accordance with the rules of the American Arbitration Association before a single arbitrator mutually agreed by the parties. I hereby waive any and all rights and benefits which I might otherwise have or be entitled to litigate any such dispute in court, including without limitation a trial by jury.

7. If accepted, I hereby grant without reservations, to the Festival, and their related entities (a) the right to use footage, stills and/or titles or the film in its entirety and information from the Film for promotional, public prescreening, network television or online broadcasting and or postscreening purposes without recourse to the owner, producer, director, or any other party asserting ownership rights of the submitted film and (b) the right to issue and authorize publicity concerning the filmmakers and the Film and to use all associated names, likenesses and biographical information. I also agree to provide contact information for the director and

producer(s) of the Film and grant the Festival the right to provide this information to film industry organizations sponsoring Festival events at its discretion.

8. If and when accepted I will not withdraw my submission for any purposes. If I contact the festival after selection with enough time for festival curators to compensate a withdrawal it may be possible by request, but is not obligatory on the part of the Festival.

9. I agree that, unless otherwise specified or requested, Critical Edge Film Festival may share festival submission discounts or promotional offers with the e-mail address attached to your submissions. We will not share your information with third-parties.

10. By clicking submitting your film to the Festival via Filmfreeway, I constitute my full and complete acceptance of the terms hereof. I acknowledge that no oral representations of any kind have been made by the Festival.

For any questions or concerns about the Terms of Entry or the festival itself, feel free to contact the Festival Director via message on our Facebook page or via our general e-mail at [criticaledgeff@gmail.com](mailto:criticaledgeff@gmail.com)