



A SHORT FILM CONTEST

Brought to you by



LOVE! The most amazing feeling in the world or just another four letter word?

Has **LOVE** been good to you? Have you been smitten by its beauty and captivated by its passion? Does the mention of your loved one fill you with joy? If yes, then category one of our contest is for you. And if not, then....

Worry not. There's always category two. We understand love comes with its own trials and tribulations; like heartbreak, quarrels, cheating, possessiveness, you know what we mean, right? **LOVE KE SIDE EFFECTS.**

Whether you're a full-time Aashiq or frustrated Romeo, pick up that camera and show us what love means to you- good, bad, ugly, all aspects of it!

With Valentine's Day around the corner, **Pocket Films** is proud to present "**LOVE KE SIDE EFFECTS**" - your chance to submit a short film less than 10 minutes on either **LOVE** or its **SIDE EFFECTS**, as you perceive them. In this season of love come and express yourself through a film and win some amazing prizes.

This is a skill based contest and no purchase or payment of any kind is required.

You are advised to carefully read the official terms and conditions contained below before participating in the contest. By participating and submitting your videos, you agree to be bound by the terms and conditions stated hereunder.



The eligibility criteria for participation:

1. The Participant should be over 18 years of age as on 25th December 2013
2. Any person(s) who are under any contractual or other obligation that would prohibit them from allowing Pocket Films to license the entry, in perpetuity on an exclusive, worldwide, residual-free and royalty-free basis, in all media formats and uses, in accordance with the terms below, are also ineligible to enter this contest.

WHAT WE ARE LOOKING FOR:

1. **SHORT FILMS** of duration not more than **10 minutes**, (including title & end credits). **NO DOCUMENTARIES PLEASE.**
2. We want to see films which are a reflection of your personality and show your sentiments regarding this emotion called LOVE.
3. For sake of complete clarity, we are looking for films which are:
 - a. Films based on love, romance, affection, etc.
 - b. Films based on the side effects of love including breakups, commitment phobia, possessiveness, manipulation, emotional blackmail and so on. This is the season of love and some light-hearted fun will be welcome.

DATES:

1. The contest will be open from **1st January 2014**
2. The last date for submission is **31st January 2014**

GRATIFICATION:

1. The prizes will be as follows:
 - a. **BEST SHORT FILM** – A Complimentary Short Course @ Whistling Woods International
 - b. **BEST COMEDY FILM** – A Complimentary Short Course @ Whistling Woods International
 - c. **BEST STORY / SCRIPT** – A Complimentary Short Course @ Whistling Woods International
2. Trophies for above 3 winners
3. Certificates for all valid Participants
4. The **Top 5 films** will be **screened** at the Awards function at Whistling Woods International, tentatively on 14th February 2014.
5. All Participating entries will be distributed by Pocket Films across it various platforms and the participant will be entitled to a revenue share as per details mentioned in the terms and conditions herein.

THE CONTENT:

1. The films shall be **more than 1 minute and less than 10 minutes** in duration, including the beginning and end credits. Films exceeding this time limit are liable to be rejected.
2. The films can be in any language but should be subtitled in **ENGLISH**. Films without subtitles are liable to be rejected.
3. The films may be shot in any format. However, the recommended aspect ratios are: 16:9 / 16:9 Full Height Anamorphic – in DV / HDV.
4. The recommended video files formats are VOB, MPG, MPEG4 or AVI.



5. In making your Film, you must have (1) obtained appropriate releases for every person who appears recognizably in your Film; (2) obtained appropriate releases from the concerned people involved with the creation of the content (3) obtain appropriate releases for those locations that appear recognizably in your film and require releases. You will retain any such releases and provide them to the organisers upon request.
6. The Film must NOT contain any copyrighted works belonging to third parties unless (1) you have a license to use such works in the Film; or (2) the use your Film makes of such works is a fair one under the copyright laws. You will retain any licenses and provide them to the organisers upon request.

SUBMISSION MODE:

The Participant may choose one of the two options for submitting their entry

1. **ONLINE** through the website (www.pocketfilms.in) or
2. **OFFLINE** - by mailing it (at their own cost) to **Pocket Films, Gala No. 2, Plot No. 2, Udyog Nagar, S. V. Road, Goregaon (W), Mumbai 400062, India**. The Participant shall be responsible for ensuring the submission, online or otherwise, before the submission deadline.

THE RIGHTS RELATING TO THE PARTICIPATING ENTRY:

1. The "Participant", may be either the film maker / producer / rights holder, hereby represents and warrants that the participant is the rightful owner of the content or film or entry (hereinafter referred to as the content) and/ or has obtained the necessary rights and permissions from all the stakeholders in this content. The Participant confirms that he / she has the absolute right and authority to deal with the same, including participation in this contest and accepting its terms and further confirm that the content, in full or part, does not violate the copyright of any third party. The Participant further indemnifies the organisers Onetakemedia.com Private Limited (www.pocketfilms.in) and holds it harmless if it incurs any loss, cost, or expense (including attorneys' fees), due to any claim by self or any other parties relating to the content and / or their exploitation of the same.
2. The Participant also indemnifies the Organisers from any claims that may arise as a result of the breach of the terms and conditions of this contest by the Participant.
3. By entering to this contest you, the Participant, hereby grant Pocket Films an irrevocable, perpetual and royalty free license to use and monetise the content, as well as your name, image, voice, likeness, statements, background and biographical material. These rights are granted exclusively to Pocket Films for distribution and monetisation on internet and mobile platforms, known today or introduced in the future, including Pocket Films' own mobile application and internet website / portal.
4. The Participants also hereby grants Pocket Films non-exclusive rights to distribute and monetise the content across all the platforms and mediums known today or may be introduced in the future. All rights are granted for worldwide territory. To the extent permitted by law, each participant waives and releases Pocket Films from any and all claims that each participant may now or hereafter have in relation to moral rights or unfair competition with respect to Organizers exploitation of content without further notification to Participants of any kind. In the event that the waiver of moral rights as stipulated above is unenforceable or invalid, Participants hereby acknowledge and agree that Organizers are authorized to exercise all moral rights to the content, including but not limited to a right to publish, alter and adapt such Entries, and, where applicable, also to join such content with other works and include such Entries into a collective work or database. By participating with your content to the contest, you irrevocably allow organizers and grant Pocket Films a worldwide perpetual, royalty free licence (where relevant, by way of present licence of present and future copyright) to:
 - a. Copy, reproduce, adapt, translate, alter, rearrange, edit, cut, dub or subtitle in any language, and add to or delete from your content (including without limitation the right to extract audio only or picture



only content from the content), in any way whatsoever, for the purpose of making and producing, advertising, promoting, publicising, broadcasting, exhibiting, distributing, exploiting and communicating to the public the Webisodes and/or the content, and to include the content (or any such altered or edited version of the content) in the Webisodes whether as a single sequence or a series of sequences and preceded or followed by and interlaced with such other content (including without limitation any commercial breaks) as Pocket Films determines in its sole discretion;

- b. Advertise, promote, publicise, broadcast, exhibit, distribute, monetise and exploit the content (or any part thereof) or any such altered or edited version of the content, throughout the world in perpetuity in all media and platforms and by any and all means now known or devised in future; and
 - c. Communicate your content, or any part thereof, to the public via the Pocket Films Channel / Network / distributing platforms, including without limitation for promoting and redistributing part or all of the Pocket Films Channel in any media formats and through any media channels
 - d. The right to enter into agreements with any third party with regard to the exploitation, distribution and/or monetisation of the said rights of the content
 - e. You shall not claim any rights or compensation for the entry except those mentioned in the “revenue share” section here-under.
5. The IPR of the film will continue to rest with the film maker / participant or the rights holder as the case may be.

THE REVENUE SHARE:

1. The participant shall be entitled to a **37.50%** share of the **Gross Revenues** earned and received by Pocket Films through distribution of the participant’s entry.
2. Gross revenues shall mean the actual amounts received by Pocket Films for the distribution of the content only, and after deduction of all applicable taxes, cesses, levies, payment collections costs including credit card related collection costs from the said content.
3. In the event the film is licensed as a part of a package then “Gross revenues” shall mean the amount received by Pocket Films for the content (films) only and after deducting the expenses as mentioned hereinabove from the total receipt and the share proportionate to the weight-age the particular content the package. The weight-age of the content in the package lot shall be decided by Pocket Films at its discretion.
4. All payments shall be made seventy five days after the end of every six months (ending September & March every year), unless the total revenues due to the participant(s) are less than Rs. 10,000, in which case same shall be carried forward to the next accounting period. All payments shall be in India in Indian Rs. and subject to taxes, including TDS, as applicable.
5. In the event it is established at any point in time that the Participant does not possess the requisite rights to the film and / or the participant misrepresented his / her ownership of the said content, then the participant confirms to return the revenue share received till such date to Pocket Films with 7 days.

THE GENERAL TERMS OF PARTICIPATION:

1. The physical entries shall include a DVD of the film / content which shall be labelled with the Title, Director’s Name, Duration and Language and submitted along with a synopsis of the film, biography of the director, promotional material of the film, if any, and the duly completed and signed form.
2. Participation to the contest implies that the Participant is the owner / rights holder of the content and is authorised to participate in the contest and accept the terms and conditions.
3. Only the person who signs / submits the entry will be considered as the “Participant” and it will be assumed that he / she has obtained the necessary permissions as stated herein. In case it is a team effort, then the



team will have to select a representative who will be the participant. All communications from our end as well as the benefits, if any, will be only with/to the Participant.

4. Transfer, assignment or substitution of the prizes / benefits to a person other than the participant, will not be permitted. However, in exceptional cases the organisers reserve the right to entertain such request at their discretion.
5. The decision of the jury shall be final, unquestionable and binding on all participants.
6. Pocket Films may reject any film without assigning any reason whatsoever and the same cannot be challenged.
7. Once submitted the entries cannot be withdrawn for any reason whatsoever.
8. All materials, documents, etc. submitted for participation shall not be returned under any circumstances and shall become the property of Pocket Films.
9. The participant agrees that the organisers shall not be held responsible for any unauthorised use of the content by any third party and Pocket Films do not guarantee the posting of any content.
10. To the fullest extent permissible by applicable law, the Organisers shall not be liable for any economic losses, loss of goodwill or reputation or special, indirect or consequential losses (whether or not such losses were within the contemplation of the Participant and us at the date of the upload/submission of the Entry for the contest) suffered or incurred by the Participant arising out of or in connection with these Official Rules and Terms. The Organisers' aggregate collective liability arising from or relating to the contest and/or these Official Rules and Terms (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to INR 1000/-.
11. The scheduling, timetable and screening of the winners' films shall be at the discretion of the organizers
12. The headings to each section are for reference and easier reading and shall not affect the meaning of the terms as mentioned herein.
13. Entry and participation of films implies unconditional and irrevocable acceptance of these terms and regulations.
14. Pocket Films' decision in all matters pertaining to this contest and distribution terms herein shall be final and binding in all respects.

Check list for courier:

1. Signed form complete with all details
2. DVD
3. Synopsis (If attached)
4. Director's Biography (If attached)
5. Stills / Photos if any.

PRIZE AND VENUE PARTNER



Detailed Entry Form

Film Information:

Name of the Film: (Original name)	
Name of the (Film in English)	
Category (Action, Thriller, Social, PSA, etc.)	
Genre	
Month / Year of Production:	
Duration in mmm:ss	
Original Language:	
Subtitles: (in which language)	Y/N
Shooting Format (HD /HDV / DV / etc)	
Original Aspect Ratio (16:9 or 4:3)	
Film shown or exhibited at any festival / competition? If yes, Where and When?	
Awards / Recognition, if any:	
Synopsis of the film (not more than 150 words) (add a separate sheet if required)	
<p>Other Film Information:</p> <p>Screenplay / Screen writer:</p> <p>Editing:</p> <p>Music</p> <p>Cast (Actor / Character)</p> <p>Cinematographer / DOP</p>	

Director's / Producer's Information:

Director's Name	
Director's Date of Birth	
Director's Gender	
Director's Biography and Filmography (add a separate sheet if required)	
Producer / Rights Holder (If not the film maker)	
Address	
Email ID	
Telephone No.	
Mobile No.	
How did you get to know about the contest?	<div> <div>Pocket Films' E-flyer</div> <div><input type="checkbox"/></div> </div> <div> <div>Pocket Films' Social Network (FB, LinkedIn, Twitter, YouTube)</div> <div><input type="checkbox"/></div> </div> <div> <div>Ads on Facebook / Google</div> <div><input type="checkbox"/></div> </div> <div> <div>Friends / Colleagues</div> <div><input type="checkbox"/></div> </div> <div> <div>Posters</div> <div><input type="checkbox"/></div> </div> <div> <div>Other (Please specify)</div> <div><input type="checkbox"/></div> </div>

1. All information submitted above is true, correct and to the best of my/our knowledge.
2. I/We hereby declare that we have read the rules, terms and regulations of the competition and hereby agree and accept the same. I/We further accept responsibility for the accuracy of all the information provided by me/us.

Sign:	
Name of the Participant:	