

DOCUMENTARY & SHORT International Movie Award

Rules and Regulation

TERMS AND CONDITIONS AGREEMENT

Be it known to any filmmaker (owners), by submitting your film(s) to the Documentary and Short International Movie Award (DSIMA), you are agreeing to all TERMS AND CONDITIONS herein contained.

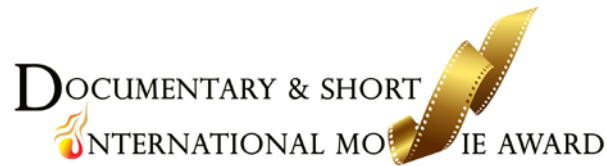
This agreement pertains to all Work(s) submitted to DSIMA:

GENERAL RULE

- The film production could be from any year.
- Films and documentaries with various spoken language are welcomed, but must be added with English subtitles.
- Every filmmaker could choose more than one category with separate submission.
- We will not return your screening and exhibition copies.
- All filmmakers must have an exhibition format available in at least one of the following: DVD, bluray disc, or DCP (optional).
- All submission fees are non-refundable.
- Only producers, directors, and main actors/actress can receive the physical awards at the award ceremony.
- Regardless of their winning status, winning filmmakers who can't attend the Awards Ceremony in Jakarta, will only receive laurels.
- The festival has the right to disqualify a winning film for any reasons, without having to explain the reasons to the submitter.
- Not all winning films will be screened. The festival has the right to screen and not to screen the winning films.
- The festival has the right to work with any institution and partner festivals for all kind of cooperation, including joint events or promotions.
- If chosen for festival screening, one copy of high quality DVD (PAL preferable), one bluray disc, and DCP (optional) must be sent. Mark case and DVD, with title, length, year, and maker's name.

Address to send DVD:

International Film Festival
c/o DSIMA
PO BOX 6987
JAT PK 13710



LIABILITY

Although every possible care will be taken with DVDs while in our possession, however, we cannot accept responsibility for unforeseen loss or damage of entries. **Please do not send originals.**

REPRODUCTION AGREEMENT

Submission of an entry gives the festival permission to have accepted work and/or publicity materials including trailers photographed, locally telecast, and reproduced, either in part or whole, for education and publicity purposes ONLY, unless otherwise requested in writing by the filmmaker.

POST SELECTION RULES & REGULATIONS

Films selected may not be withdrawn from the Festival program after its registration.

DISPATCH & RETURN OF FILM PRINTS AND DVDS

- DVD or prints selected for participation should be sent by airfreight pre-paid. All transportation/ shipping costs (including customs clearance) to Jakarta, plus fees for insurance while in transit, must be borne by the participants (SELECTION PURPOSE / CULTURAL PURPOSE only - Not for commercial use). The Festival Director reserves the right to refuse any shipment involving unpaid costs.
- Additionally, the sender should inform the Festival by e-mail, the title of the film, the date and means of shipment, and the amount paid for dispatch.
- Festival does not pay return freight for the print. Work(s) submitted to DSIMA on physical media will not be returned and will become the property of DSIMA and may be discarded without notice, unless with explicit demand (one month prior to the Festivals) and at the applicant's expense.

TECHNICAL REQUIREMENTS

The Festival Directorate may deny participation to any film unable to meet the technical requirements for a public screening of good quality.

CHANGES AND ALTERATIONS

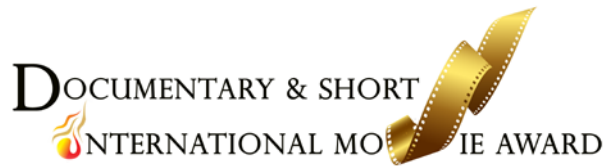
The Festival Management reserves the right to make changes in the profile of the Festival, if it becomes necessary to do so due to circumstances beyond his/her control.

JURISDICTION

All disputes in respect of any matter relating to the International Film Festivals shall be subjected to the exclusive jurisdiction of the competent courts in Jakarta.

LEGAL NOTICE

The duration of this agreement shall commence as of the date of submission by Owner and terminate at the close of the 2016 Festival.



In consideration of DSIMA efforts to market, promote, and screen, Owner hereby grants to DSIMA the worldwide non-exclusive right and license to encode, store, perform, display, copy, transmit, broadcast, and market the Work on the Internet in part for non-commercial purposes (if accepted to the Festival), or the Work in its entirety for internal Festival judging purposes only. Such rights to the Work shall cover all territories throughout the world. DSIMA shall also have the right to screen the Work on the Internet in part for non-commercial purposes, or the Work in its entirety for internal Festival judging purposes only at DSIMA's sole discretion. There shall be no limitation on the number of times that DSIMA or its designee can screen the Work during the Festival, or beforehand for internal judging purposes.

Owner shall not be entitled to any compensation or fee for the rights granted herein other than prizes and awards granted by DSIMA to participants of the film festival in accordance to our Film Festival events.

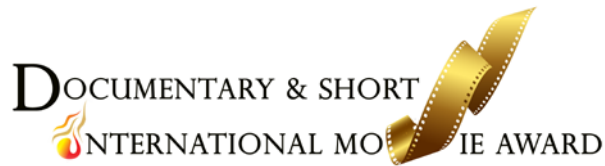
No items contained in these TERMS AND CONDITIONS shall be deemed to obligate DSIMA to use, sell or distribute the Work, or to continue the distribution of the Work if released on DSIMA's or any of DSIMA's designees Internet sites, or otherwise to exploit any rights granted to DSIMA hereunder.

Owner gives DSIMA a non-exclusive, world-wide, royalty free promotional license to use excerpts of Owner's Work and biographical information for advertising or promotional purposes, including, without limitation, the right of public display, public performance, non-commercial reproduction, and non-commercial distribution on any DSIMA internet site as well as in offline materials such as posters. In the event that Owner's Excerpts have been incorporated into DSIMA's advertising or promotional materials prior to receipt of your Revocation Notice, then DSIMA's Promotional License shall be deemed to be non-revocable for a period of six (6) months from the date that DSIMA receives your Revocation Notice.

Owner hereby represents and warrants that Owner has the sole and entire right, power and authority to enter into this agreement, to grant the rights granted to DSIMA, and Owner that has not made and shall not make any grant which will or might impair, encumber or conflict with any of the rights granted to DSIMA. In addition, Owner hereby represents and warrants that any of the rights granted to DSIMA herein shall not defame or disparage any person or entity or infringe upon or violate the rights or privacy, publicity, copyright, trademark, or any other statutory or common law right of any kind or nature whatsoever of any person or entity.

All of the following have been discharged or paid or will be discharged or paid by Owner or persons other than DSIMA:

A. All claims and rights of the copyright holders, if any, in literary, dramatic, musical or other material, including stories, plays, scripts, scenarios, themes, incidents, plots, characteristics, dialogue, music, words appearing, used or recorded in Owner's Work.



B. All obligations, of any kind, including, without limitation, those with artists and personnel, relating to purchases, licenses, laboratory contracts, distribution, exhibition, performance or exploitation of Owner's Work.

C. Any payments required to be made to any performing rights society or to any body or group representing authors, composers, musicians, artists, and other participants in the production of Owner's Work, publishers or other persons having legal or contractual rights of any kind to participate in the receipts of Owner's Work or to payments of any kind as a result of the distribution or exhibition of Owner's Work and any taxes thereon or on the payment thereof.

The content of Owner's Work must not be obscene, pornographic, invade privacy rights, exploit the images of individuals under the age of eighteen (18), or in any other way violate applicable laws and regulations.

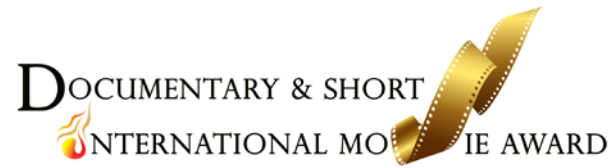
Owner agrees to indemnify and hold harmless DSIMA, subsidiaries and affiliated companies and each of their respective officers, directors, shareholders, affiliates, subsidiaries, employees, attorneys, representatives, agents, licensees, successors and assigns, from and against any and all claims, costs, demands, expenses, losses, liabilities, damages, penalties and judgments including, without limitation, outside attorneys' fees and costs, whether or not litigation is commenced (collectively, "Claims") arising out of or in connection with a breach or alleged breach of Owner's representations, warranties and/or agreements contained in this agreement.

Owner shall execute such documents and do such other acts and deeds as may be required by DSIMA or its assignees or licensees to further evidence or effectuate its rights hereunder. If Owner fails to do so, DSIMA may execute such documents as Owner's attorney-in-fact, which appointment shall be irrevocable and coupled with an interest.

In the event of a breach of this agreement by International DSIMA, Owner shall not be entitled to rescind this agreement or any of the rights granted to DSIMA hereunder, nor shall Owner be entitled to restrain, enjoin or otherwise impair the exploitation of any rights in the Work, Owner's sole and non-exclusive remedy being the right to pursue an action at law for damages.

Owner shall have no right to assign this agreement or any of Owner's rights hereunder or to delegate any of Owner's obligations. Any purported assignment or delegation by Owner shall be null and void. DSIMA shall have the right to assign any or all of its rights under this agreement; provided that DSIMA shall remain secondarily liable to Owner.

By entering your film for consideration, you attest that you hold all right to exhibit the given work.



Documentary and Short International Movie Award is hereby granted the right to utilize an excerpt from any film submitted and accepted for exhibition at the Festival for educational or promotional purposes. The undersigned shall indemnify and hold harmless Documentary and Short International Movie Award and all sponsors of the Documentary and Short International Movie Award from and against any and all claims, liabilities, losses, damages, and expenses (including but not limited to attorney's fees, and costs of the court) which may be incurred by reason of any claim involving copyright, trademark, credits, publicity, screening, and loss of or damage to the screening DVDs /DCP entered.