

# CREATIVE ARTS FILM FESTIVAL - FESTIVAL RULES

Submitting your film to the Creative Arts Film Festival (CAFF) in no way implies any ownership rights by CAFF to the submitted film. You own your project. If you are approached by anyone to option your film as a result of being listed on our website or being screened at CAFF, we do not take a cut of the deal. It is your film and all rights remain yours. If you have any questions, please do not hesitate to ask. Our door is always open to our filmmakers.

You can submit your film online, or, you can send in a DVD. DVDs can be hand written. We do not select our films based on the packaging. CAFF does accept films that are Works-In-Progress. Only one movie per DVD and only one film per application. If entering more than one movie, you must submit each separately. Each project is judged solely on its merits.

To be eligible to screen, your film does not have to be a World Premiere or a USA Premiere. Films can be original or adapted works. However, ALL non-original portions of your film MUST be cleared and You must have permission to use someone else's work. If you submit a film with copyrighted or trademarked materials included and you do not have written permission to use them, you will not be eligible to screen at CAFF. This festival takes place on the internet, so it is VERY easy for owners of copyrighted work to find illegal uses. And we have no interest in getting sued. So, you must be legally authorized to represent the entire work, in writing. Also, you should copyright your film with the proper agency (in the USA, its the Library of Congress). It is not required for screening at CAFF, but it is smart on your part to protect your work.

All production formats are eligible. Your film needs to be in English, or subtitled or dubbed in English. Whether or not your film has already been distributed or not, has no bearing on our selection process. Film selections and award nominees will be posted on the CAFF website approximately one month before the festival.

If you submit a DVD, please make sure it works. TEST IT ON AN ACTUAL DVD PLAYER to make sure it works. Sometimes, home-burned DVDs do not work, and YOU are SOLELY RESPONSIBLE for CAFF being able to watch your DVD. Make sure your DVD works!

Submit your film under whatever category you feel is appropriate to best highlight your film. For your convenience, CAFF does not change your film submission category. CAFF leaves your film submission in the category you have chosen (example: if you submit your film as a drama film, rest assured that it will be considered as a drama film). Also, if you submit online, please print out your submission confirmation and include it in your submission mailing.

It is okay with us if you send in a DVD that is hand written. We do not select our films based on the packaging. CAFF does accept films that are Works-In-Progress. Only one movie per DVD and only one film per application. If entering more than one movie, you must submit each separately. Each project is judged solely on its merits.

Please clearly label ALL submitted materials with AT LEAST the title of the work. CAFF does not return submitted materials, so please do not send us your master copies. Also, CAFF cannot grant waivers for

fees or deadlines. Please do not ask.

ALL of your submission entry items (entry fee, copy of your Film, application form) must be POSTMARKED by the deadline date that you are trying to submit by, in order to qualify for that deadline date. CAFF does not screen anything that we feel promotes hardcore pornography, real-life cruelty to humans or animals, or hate.

You hereby grant CAFF the right to utilize any excerpt from your submitted film for promotional purposes. The individual or company submitting the film hereby warrants that it is authorized to commit the film for screening, and understands and accepts these requirements and regulations. By submitting your film to this competition you agree that, if your film is selected by CAFF, You grant to CAFF a NON-exclusive license to use, display, exploit and exhibit Your name, trade names, trademarks, service marks, copyrights, still images, moving images, audio sounds, your submitted film, material, information, and/or any other things received by CAFF, whether by physical or electronic delivery (including material and/or material(s) here, and above and below herein), publicly, at CAFF's sole discretion to promote, market and advertise the festival. CAFF may also use excerpts from trailers of submitted films for promotion, to promote, market and advertise the festival. You also authorize CAFF to place your images and synopsis on our website, and films are reviewed by CAFF with the intention of selecting screeners for the festival and the work will not be divulged to any persons not affiliated with CAFF unless first permitted in writing by a legally authorized representative of the work.

The individual or company submitting the film shall indemnify and hold harmless the Festival 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 items entered. The individual or company submitting the film hereby warrants that it is authorized to commit the film for screening, and understands and accepts these requirements and regulations.

Non-performance of any party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquakes, war, governmental acts or orders or restrictions, acts of God, physically defective product/equipment, or any other reason where failure to perform is beyond reasonable control of, and not caused by the negligence of, the non-performing party.

Neither party shall owe any liability to the other party arising under this agreement for any indirect, special, punitive or consequential damages, including, without limitation, loss of profit or business opportunities, except as expressly set forth herein. Neither party makes (and each party hereby specifically disclaims) any, representations or warranties, express or implied, regarding the services contemplated by this agreement, including any implied warranty of merchantability or fitness for a particular purpose, implied warranties arising from a course of dealing or course of performance or any warranties relating to title or non-infringement of intellectual property. Neither party makes any representation, warranty or assurance concerning any minimum or maximum number of viewers or screenings or celebrities or special guests or events.

Except for payments due collected by CAFF as stated herein or on CAFF website(s), CAFF liability for any damages caused to You as a result of performance or non-performance or damage under, or not under, this agreement shall be limited in all circumstances to an amount no greater than one U.S. dollar (\$1.00).

CAFF attempts to remain servicing 24/7. However, acts of God do happen. In any situation, if anything negative or unwanted happens involving CAFF, CAFF will not be expected by You to be liable or responsible for the damage in anyway whatsoever, regardless of how severe the damage. Further, CAFF will not be expected by You to be liable or responsible in anyway whatsoever should CAFF or the CAFF website not be accessible. Furthermore, CAFF will not be expected by You to be liable or responsible in anyway whatsoever for any items that are stolen while either in, or not in, the possession of CAFF, in perpetuity.

By entering CAFF, all entrants agree to the complete contents of the CAFF rules and policies found on the official CAFF website at [www.CreativeArtsFilmFestival.com](http://www.CreativeArtsFilmFestival.com). All entrants release and agree to hold CAFF and/or all other CAFF related entities harmless from and against any and all injuries, rights, damages, losses, claims and actions of any kind arising in whole or in part, directly or indirectly, from CAFF or participation in CAFF and any CAFF related activity, in perpetuity. All entrants release and waive any claims with regard to CAFF and agree to hold harmless CAFF and/or all CAFF related entities from and against any and all claims of any kind that are or could be asserted with respect to any festival related matter whatsoever, in perpetuity. All entrants further agree to indemnify, defend against and agree to hold harmless CAFF and/or all other CAFF related entities from any and all liabilities, damage, costs and/or fees incurred in defending against any third party claim(s) or threat(s) of claim(s) asserted against CAFF and/or all other CAFF related entities arising from any entrant(s) participation in or conduct associated with CAFF, in perpetuity.

All CAFF rules and policies are governed by and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America, without regards to its principles of conflicts of law, in perpetuity. For any dispute not subject to arbitration, entrant agrees to personal jurisdiction by the federal and state courts located in Pennsylvania, United States of America, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby irrevocably waives all rights to claim, punitive, incidental, or consequential damages, and/or any other damages, including attorney fees, other than participant(s) actual out-of-pocket expenses (i.e.- costs associated with participating in the festival competition), and entrant further irrevocably waives all rights to have damages multiplied or increased, in perpetuity. All federal, state, and local laws and regulations apply. All taxes on or connected with any prize and the reporting consequences thereof, are the sole and exclusive responsibility of respective winners.

All information by CAFF, whether publicly posted or not, is subject to change without prior notice. All festival and screening decisions will be made by the Creative Arts Film Festival (CAFF) and all CAFF decisions are final.

Thank You and Good Luck from the Creative Arts Film Festival.