

Mobifest Toronto 2008

Festival Terms and Conditions

Definitions:

Entrant, is the owner or legal distributor of the mobile movie(s) submitted to the festival

Festival means the Mobifest Toronto 2008 Festival and the competition which takes place between November 17, 2008 and November 24, 2008.

Awards means the “Animation” award, “Green Mobile” award, “Shot on Mobile” and “Best of Festival” award.

Finalist means a mobile film that has been selected for screening on the website and by the judges.

Mobigardens is Mobigardens Corporation, the owner and developer of the Festival

Festival Partner - means any Mobifest partner companies and sponsors including but not restricted to Bite TV

-
- All submissions must be made through the Mobifest.net website
 - Entries must be no longer than 90 seconds, not including credits.
 - The deadline for entries is **October 1, 2008**.

Finalists will be selected by the contest judges. All Finalists will have their work screened on the website.

- 1) This contest is open to anyone aged 16 and over.
- 2) There is no limit to the number of entries per person. However, entrants will be limited to receiving one participation prize and one of the four awards. The closing date for receipt of entries is October 1, 2008.
- 3) Film must be **90 seconds or shorter in length** (excluding credits). Films over 90 seconds in length (not including credits) may be disqualified. All films must be submitted electronically via the Mobifest.net website.
- 4) Upon film submissions Mobigardens Corporation and its Festival Partners are granted the non-exclusive, perpetual right to screen and exploit the film in any medium for the purpose of promoting the entrant, the entrant’s work, or Mobifest: this includes a non-exclusive right to commercially exploit the film worldwide in any medium. In the event the film is used commercially, Entrant will receive thirty percent (30%) of any net revenues due back to Mobigardens or Festival Partners.

- 5) The most popular entries, as determined by audience voting, from June 10, 2008 to October 1, 2008, are qualified as Finalists, subject to final review by our judges. The judges can add additional Finalists, and in any case, final prizes are awarded solely under the supervision and discretion of judges.
- 6) The Prizes have not yet been finalized but last years prizes were as follows: Best of Festival \$2000 Canadian Cash and Treo Smartphone, Best Canadian Award \$1000 Canadian Cash and Treo Smartphone, Best Animation Award \$1000 Canadian Cash and Treo Smartphone, Caught on Treo Award \$1000 Canadian Cash and Treo Smartphone.
- 7) Mobigardens Corporation reserves the right to reject any film without reason.
- 8) Excessively violent material or other material deemed by Mobigardens Corporation or Festival to be inappropriate will be disqualified from the competition.
- 9) Mobigardens and Festival Partners do not assume any responsibility for any misuse of intellectual property by any entrant
- 10) Terms and conditions are subject to change at the discretion of Mobigardens Corporation.
- 11) Entrant warrants that they have acquired all rights and clearances necessary for the granting of rights to Mobigardens Corporation and participation and to the exploitation of the rights in the films envisaged hereunder.
- 12) Entrant indemnifies Mobigardens Corporation and Festival Partners against any loss or damages occurring out of any failure gain the appropriate clearances.
- 13) Entrant warrants that nothing in the film is defamatory or infringes any performer's right, or copy right in respect of music and/or lyrics in the film right of privacy, right of publicity or any other right whatsoever of any third party. Entrant further warrants that any music included in the film is cleared for use as envisaged hereunder, and no further release are need to be obtained by Mobigardens Corporation or any third party in relation to exploitation. Entrants must ensure that they own or have obtained all licenses and copyright to allow the film to be screened in public across a variety of different media, including broadcast, cinema, web and wireless platforms.
- 14) Entrant warrants that all persons appearing in the film are able to give, and have given, their full consent to Corporation and Festival Partners may use the entrant's name in any publicity pertaining to the Competition if the entrant succeeds in being selected as one of the Finalists

IMPORTANT:

In order to complete the submission process, after uploading your film to the site, the following "Terms and Licence Form" must be completed, signed and sent by fax to the number on the form within 72 hours. If you have or are considering submitting multiple entries, you can include all the titles on one form.

TERMS AND LICENCE FORM

Name(s) of Film(s) Submitted	
Entrant Name	
Contact Name (if different than Entrant Name)	
Phone Number	
Email Address	
Address	

I have read and agree to the attached terms and conditions document, and certify that I am legally authorized to enter into this agreement.

Signature

Date

**Fax this Agreement to: (206) 350-4779
No Cover Page is required**