

# SATO48-2023

## Film Challenge Terms & Agreement

### PARTICIPATION

For good and valuable consideration (defined as the \$25 Registration fee) paid by Participant, and the obligation of Organizer to a screening (defined herein) of any Film Product (defined herein), which all parties agree has been made, this is an agreement, between (1) Hlabeard Productions, LLC, its officers, directors, employees, agents, volunteers, representatives, staff, and leaders (herein known as "Organizer"), and (2) "Participant," defined as any person who participates in any manner in and with respect to, but not limited to, (a) Springfield And The Ozarks 48-Hour Film Challenge-2023 (herein known as "SATO48"), (b) the making of a film for SATO48, (c) a documentary involving SATO48, (d) any festivals or events involving SATO48, (e) the broadcast, re-broadcast, or web version of SATO48 The TV Show, (f) interviews given by Participant at any time, and (g) or any other endeavor involving Organizer and Participant, in the creation, distribution, and every other aspect of content arising out of Participant's contribution to the above listed (a) through (g), which includes but is not limited to all so-called behind-the-scenes footage, stills, recordings, work product (such as storyboards and scripts), poster or other promotional artwork, Participant's appearance in the Film, still photographs of the Participant, recordings of the Participant's voice taken or made, any music sung or played by the Participant, including use of any discrete elements from any of the above, plus any and all other materials and media associated therewith, and the Participant's actual or fictitious name, collectively herein known as, the "Film Product".

Participant hereby agrees to take part in the filmmaking portion of SATO48, being produced by Organizer, which filmmaking portion is scheduled to take place from April 21 - 23, 2023 (subject to change), by creating the Film Product that adheres to the Terms & Conditions of this document, including any and all other documents referenced herein.

It is understood that the Organizer reserves the right to screen or exhibit the Film Product only if said Film Product adheres to all the Terms & Conditions referenced herein.

The Organizer is providing: the event and guidelines in which the Participant is taking part; festival screening, and other possible screening opportunities, for all eligible Film Product; and based on available funds, prize(s) and award(s) for winner(s). Participant agrees all decisions by all judges are final.

Participant hereby releases and holds harmless Organizer with regard to all crew, cast, equipment, sets, locations, and other items necessary for participating in SATO48 and creating the Film Product, and all costs, expenses, damages and claims related thereto.

Participant hereby affirms they have the right to, or will secure all rights to, all elements, including but not limited to images, poster art, intellectual property rights, sounds, and music used in the Film, and will, if applicable to Participant, secure Cast, Crew, Music, Location Releases, and Music Report information from all parties prior to the submission of their Film for participation in SATO48 and creation of the Film Product.

## CERTIFICATION

The Participant hereby certifies and confirms that: All creative work Participant contributed to the Film Product submitted occurred during the official 48-hour time period, as determined during the KICKOFF on Friday April 21, 2023; Participant volunteered their time and services and was not paid; All production of any kind at any time which involved Participant adhered to all local, regional, state, and national safety laws, as well as officially announced guidelines, orders, or instructions, including but not limited to Centers for Disease Control guidelines, and SAG/AFTRA Safety Protocols, as applicable ("Protocols").

## RULES

Participant agrees to comply with the following Rules regarding production of the Film Product.

## INSPIRATION PACKAGE ("IP")

The Participant agrees to incorporate into the Film Product all the Inspiration Package (IP) elements revealed at the Kick-off on Friday April 21, 2023.

## PARTICIPANT

The Participant acknowledges SATO48–2023, is open to all, including amateur filmmakers, hobbyists, and professionals (if unpaid). Further, anyone associated in the Film and each member of the Team must volunteer their time and not be compensated financially. Participants under 18 years of age must have parental / guardian consent. At least one member of the team must be present whether virtual or in person (as the case may be) at the Kickoff on Friday April, 21, 2023. Participant and all production of any kind at any time must adhere to Protocols (as defined herein).

## REGISTRATION

Participant agrees to a Registration fee of Twenty-Five US Dollars (\$25) PER TEAM and understands that the fee will be subject to change and is non-refundable.

## EQUIPMENT

Any type, and number, of video, film or still cameras, and/or sound equipment may be used, including computer generated material that is created AFTER the Kickoff.

## FESTIVAL SCREENINGS & BROADCAST

All Film Product that have followed the rules and met the requirements herein, whether late or on time, will be given a Screening (as defined herein) at the festival and be eligible for broadcast (at the sole discretion of Organizer).

## AWARDS & PRIZES

Only Films submitted on time that followed the rules and met the requirements will be eligible for Awards & Prizes. Films submitted after the 48 hours will be considered late and not eligible for Awards and Prizes, though they are eligible for Screening and broadcast. The Film **MUST NOT** be posted nor screened in any manner (private or otherwise) prior to Monday, Monday, May 8, 2023. Doing so will make your Film ineligible for any Awards and Prizes.

## WORK ALLOWED

PRIOR TO the Kickoff, Participant may: Organize crew & cast, including securing a poster artist; Scout & secure location/source music; Secure & assemble equipment (i.e., expendables, cameras, editing suite, software, etc.); Arrange for food, financing, transportation, etc.

## PROHIBITIONS

The use of copyrighted material of any kind without permission is prohibited; this includes music, signage, likenesses, logos, brand names, especially on t-shirts and hats, etc. Royalty free music or song obtained through a licensed relationship is not eligible for awards or prizes and must not be nominated. Use of stock footage of any kind; shooting or creating any footage for the film prior to the Kickoff is strictly prohibited. Paying anyone on the Team is not permitted. Posting online of the Film Product (except a trailer as described below under the heading TRAILER) in any way, shape, or manner for any audience of any kind, before Monday, May 8, 2023, is forbidden.

## DISQUALIFICATIONS

Participant and Film will be disqualified if; The Inspiration Package requirements are not fulfilled. The technical Requirements are not fulfilled. Any of the Rules are violated. Any of the Terms & Conditions are breached.

## THE FILM

The film must incorporate all INSPIRATION PACKAGE elements revealed at the Kickoff; feature at least TWO principal characters, combination of voiceover talent, on-screen talent, or a single actor playing multiple roles is allowed. The film must be made within the 48 hours from the Kickoff; be theater ready with regard to resolution, file size, sound quality, and file type. The film must always contain a reference to "SATO48-2023"; for any descriptive text (searchable, printed, or otherwise) that accompanies the Film, or any portion thereof. For every future screening, posting, or exhibition of the Film, or any portion thereof, in any medium, the Closing Event Credit (defined below) must always appear as described herein and may not be edited out, nor reduced in screen time, nor distorted in screen appearance.

## TECHNICAL

Participant acknowledges the Film file must only be in MPEG4 (.mp4) format and not more than 4GB in size (1080p) and file name will be labeled in the following manner: Team# - Team Name - Film Name. Participant further acknowledges the Film will be five (5) minutes or less in length by timecode (00:05:00:00). Additionally, the Film will include an Opening Event Credit (OEC) to consist of:

[Team Name]  
APRIL 23, 2023  
[Film Title]

as well as a Closing Event Credit (CEC) to consist of the following on-screen text:

This film was made as part of SATO48–2023  
SATO48.com

The CEC must: remain on screen for at least five (5) seconds; and be the final moments of the Film Product. The CEC typeface will be 46 pitch, Arial, white font on black background. DO NOT include any footage beyond this CEC. If a "false ending" is created in the Film, it must occur prior to the CEC.

Furthermore, Participant understands that for every future screening, posting, or exhibition of the Film, or any portion thereof, in any medium, the CEC Text must always appear as described herein and may not be edited out, nor reduced in screen time, nor distorted in screen appearance.

Additionally, any descriptive text (searchable, printed, or otherwise) that accompanies the Film, or any portion thereof, must always contain a reference to "SATO48-2023".

## MUSIC REPORT

Participant will deliver and document a comprehensive Music Report provided as part of the registration process, regardless of any music's source, whether original or Free Download, indicating the title for each and every musical element, including but not limited to song, ballad, chant, poem, sonnet, music, melody, tune, harmony, or composition, assemblage, track (herein known as music/ song) and their affiliated ownership such as but not limited to publisher, label, library, collection, archive, group, producer, agency, organization, performance rights organization, reproduction rights organization, performing rights society, independent publisher, copyright holder, copyright collective (also known as a copyright society, copyright collecting agency, licensing agency or copyright collecting society or collective management organization), copyright agency as well as any and all associated societies.

Participant will define the manner and type of use of music/ song in such musical element as but not limited to; Visual Instrumental (VI), Background Vocal (BV), Visual Vocal (VV), Background Instrumental (BI), Theme (T), Main Title Theme (MT), End Title Theme (ET), Vocal (V), Feature Vocal (FV), Instrumental (I), etc. in the Film.

Additionally, Participant will provide a full and complete name of composer, artist, musician, performer, author, creator, originator, instrumentalist, player, creator, designer, recitalist, of each and every music/ song used in the Film.

Further Participant will specify the start time in minutes & seconds denoted by (Min : Sec), and indicating the duration in minutes & seconds denoted by (Min : Sec) for each and every music/ song used in the Film.

## MUSIC/ SONG

“Royalty Free” music or song is allowed but CAN NOT be nominated for Music/ Song Award. The only Musicians (including yourself) who can be nominated for the Best Music/ Song Award are Musicians: Who have created music or song specifically for your Film during the 48-hour period, OR who have existing music to which the rights are obtained by specific request (“Rights Request” (detailed below), e.g, not as the result of a pre-existing “royalty free” relationship), which Rights Request must include reference to these Terms & Conditions.

An electronic copy of the Rights Request, and the “Musician(s)’ Agreement” from the musician for the use of their music, constitutes the “Music Release,” but NOT the Music Report which must be filled out and submitted separately as part of the Submission Process.

Nominating a qualified music or song for the Music / Song Award, must have the complete music / song sound file for said nomination, and be accompanied by the Rights Request and Musician(s)’ Agreement along with the Film when submitted.

Please use this Rights Request and Musician(s)’ Agreement language:

### Rights Request

Dear (name of musician)

I am requesting permission to use (music/ song title) created by you for the Film (film title), I am producing / directing for the SATO48-2023 Film Challenge & Festival ("SATO48"). Further, I anticipate said Film will be screened at the Festival (s) and be eligible for televised and streamed broadcasts.

Yours,  
(Name of Filmmaker)

### Musician (s)’ Agreement

Dear (name of filmmaker)

I, (name of musician) give permission for the use of (music/ song title) created by me to which I have sole ownership, to be used in the (film title) produced/ directed by you, (name of filmmaker). Also, I have read and agreed to the Terms & Agreement of the SATO48-2023 Film Challenge & Festival.

Yours,  
(Name of Musician)

## RELEASES

CAST \_\_\_\_\_ In addition to all other terms herein the Participant hereby releases to Organizer their appearance in any Film Product, including expressly SATO48 The TV Show, still photographs of the Participant, recordings of the Participant's voice taken or made, any music sung or played by the Participant, and the Participant's actual or fictitious name, and that all such elements are the property of Organizer as defined herein, and their use is hereby assigned as defined herein.

CREW \_\_\_\_\_ In addition to all other terms herein the Participant hereby releases to Organizer any material created by the Participant, or work contributing to, for, or forming a part of, any Film Product, including expressly SATO48 The TV Show, the Participant's appearance in the Film Product, still photographs of the Participant, recordings of the Participant's voice taken or made, any music sung or played by the Participant, and the Participant's actual or fictitious name, and that all such elements are the property of Organizer as defined herein, and their use is hereby granted as defined herein.

LOCATION \_\_\_\_\_ In addition to all other terms herein the Participant hereby releases to Organizer the appearance of the Property in and Film Product, including expressly SATO48 The TV Show, and/or still photographs of the Property. If the Participant is the owner and/or manager of the location or property used in the Film, Participant hereby grants the appearance of said Property in any Film Product as defined herein.

MUSIC/ SONG \_\_\_\_\_ In addition to all other terms herein the Participant hereby releases to Organizer all rights in and to all song(s) and/or music used in any Film Product, including expressly SATO48 The TV Show, and acknowledges their participation in any Film Product, including expressly SATO48 The TV Show, made as part of SATO48, and assigns all song(s) and/or music used in the Film Product, and/or SATO48 The TV Show, to Organizer as defined herein.

## POSTER

Participation in the Movie Poster competition is voluntary, though encouraged. Only Films submitted on time are eligible to compete for the Poster Award. The poster upload must be print ready (11in x 17in) in png or pdf formats. All posters regardless of submission time must be uploaded before Tuesday, April 25, 2023.

## TRAILER

The trailer may contain any material relating to the film being submitted. The trailer must not exceed 2 mins. The trailer must be 2 mins or less if the Film is 5 mins or less; or less than 1 min if the Film is 2 mins or less. The trailer must be first uploaded to the Festival Manager site, then posted online.

## ASSIGNMENT OF RIGHTS

Participant assigns to Organizer, its licensees, agents, successors, and assigns, and simultaneously Organizer assigns to Participant, its licensees, agents, successors, and assigns, the worldwide rights ("Rights") in and to any aspect of the Film Product (as defined herein) for any use whatsoever by either Organizer or Participant, in such a manner that both Participant and Organizer fully, wholly, and independently control said Film Product Rights, allowing each to exercise said Rights in any manner, without limitation, by any means now or hereafter known, including but not limited to broadcast and streaming services now in existence, or future incarnations in perpetuity throughout the world.

Participant and Organizer hereby acknowledge that nothing herein provides for remuneration or compensation whatsoever by either party to the other, now, or at any time, for any use of the Film Product, its elements, or for any other matter.

The only consideration for participating in SATO48 is the Participant's Registration Fee, and Organizer's one-time screening ("Screening") (which Screening may be live, online, or a combination thereof, and expanded upon at the sole discretion of Organizer) of the Participant's Film Product so long as said Film Product meets all the criteria described herein.

## DOCUMENTARY/SATO48 THE TV SHOW

Participant hereby acknowledges that SATO48 The TV Show and/ or The Making of SATO48 Documentary (both defined previously as a "Film Product" element) may, at the sole discretion of Organizer, be shot during SATO48, and Participant hereby agrees to allow camera crews to tape Participant during any stage of SATO48, including but not limited to pre-production, production, post-production, and any event associated with SATO48, including but not limited to interviews, public screenings, panel discussions, networking events, parties, any Awards & Recognitions Ceremony, and any AfterParty.

## INDEMNITY

The Participant hereby affirmatively indemnifies, saves and holds harmless Organizer (as defined herein) from any and all claims, costs, damages, expenses and liabilities arising from the creation, use or participation hereunder of the Film Product (including, but not limited to claims for negligence and other torts, unauthorized exhibition, discrimination, fraud, infringement and breach of contract).

The Participant also hereby releases Organizer (as defined herein) from any and all liability, and further agrees to indemnify, hold harmless, and defend Organizer (as defined herein) from and against any and all claims which might be made against them arising out of Participant's involvement in SATO48 and/or the Film Product.

The Participant will not violate any traffic laws in fulfillment of participation in SATO48 and/or the Film Product, and specifically releases Organizer (as defined herein), from any and all liability, and further agrees to indemnify, hold harmless, and defend any and all such members,

staff, or volunteers from and against any and all claims which might be made against them arising out of Participant's promise to not violate any traffic laws.

#### LIMITED LIABILITY:

The Participant understands that during the Participant's participation in SATO48, the Participant may be exposed to a variety of hazards and risks, foreseen and unforeseen, that may include, but are not limited to, personal injury, property damage and death.

Participant agrees to waive, discharge claims, and release Organizer (as defined herein), from any and all liability on account of, or in any way resulting from, injuries, death, or damages.

The Participant understands and intends that this assumption of risk and release is binding upon the Participant's heirs, executors, administrators and assigns, and includes any minors accompanying the Participant during creation of the Film Product.

#### HEADINGS

Headings in this document are for reference purposes only. The terms of this Terms & Agreement document, and all documents referenced herein, may only be changed in writing signed by all parties.