

TREO MOBIFEST TORONTO 2007

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 Mobile Film Festival and the competition which takes place between September 1, 2007 and November 20, 2007.

Awards means the “Caught on Treo” award, “Best Canadian Award”, “Best Animation Award”, Eye Weekly Best Toronto Filmmaker Award” and “Best of Festival Award”

Finalist means a mobile film that has been selected for screening at the Award show, on November 20, 2007.

Palm is Palm Canada, a subsidiary of Palm, Inc, which is the title sponsor of the Festival

Mobigardens is Mobigardens Corporation, the developer of the Festival

Festival Partner - means any companies including but not restricted to Palm and Eye Weekly Magazine.

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- All submissions must be made through the Mobifest.net website
 - Entries must be no longer than 60 seconds, not including credits.
 - The deadline for entries is **October 31, 2007**.

60 Finalists will be selected by the festival jury. All Finalists will have their work screened at the Mobifest Toronto Festival live event at the Isabel Bader Theatre on November 20th, 2007.

- 1) This Festival is open to anyone aged 16 and over. The Canadian category is for Canadian citizens and residents who are residents of Canada at the time of the Festival.
- 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 three awards. The closing date for receipt of entries is October 31, 2007.
- 3) Film must be **one minute or shorter in length** (excluding credits). Films over 60 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, the Festival: this includes a non-exclusive right to commercially exploit the film worldwide. 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 60 most popular entries, as determined by audience voting, from November 1st through November 12th, 2007, are qualified as Finalists, subject to final review by an independent jury. The jurors can add additional Finalists, and in any case, final prizes are awarded solely under the supervision and discretion of jurors.
- 6) All Finalists will receive a participation prize. Each of the 'Caught on Treo', 'Animation' and 'Canadian Award' winners will receive a Treo SmartPhone and Palm accessories and software with the approximate value of \$400 CDN. The "Best of Festival" Award winner will receive and a cash prize of \$2000
- 7) Applicants to the Treo Take One Loan program are eligible to receive a Treo loaner unit until November 30th, 2007, provided that they agree to submit an entry to the "Caught On Treo" Category, prior to the submission deadline. A *successfully completed application does not guarantee that a Loan unit will be received as there are a limited number of units available.* Treo products distributed under this program must be returned to Environics Communication, Inc. prior to November 30th, 2007.
- 8) Mobigardens Corporation reserves the right to reject any film without reason.
- 9) Sexually explicit material or other material deemed by Mobigardens Corporation or Palm to be inappropriate will be disqualified from the competition.
- 10) Mobigardens and Palm do not assume any responsibility for any misuse of intellectual property by any entrant
- 11) Terms and conditions are subject to change at the discretion of Mobigardens Corporation.
- 12) Entrant warrants that they have acquired all rights and clearances necessary for the granting of rights to Mobigardens Corporation and Festival Partners and 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.
- 13) Entrant warrants that all persons appearing in the film are able to give, and have given, their full consent to participation and to the exploitation of the rights in the films envisaged hereunder.
- 14) Entrant indemnifies Mobigardens Corporation and Palm against any loss or damages occurring out of any failure gain the appropriate clearances, defamation of another person etc.

15) Agrees that Mobigardens 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