

1st Annual CAPA Festival Commercial Clip Competition (2008)

Registration Documents:

- Official Entry Form
- Entry Fee

1st Annual CAPA Festival Commercial Clip Competition

OFFICIAL ENTRY FORM

Name of Producer/Team Leader*:

Address:

City, State, Zip Code:

Home or Work Telephone:

Mobile Telephone:

E-Mail:

Team Name*:

Team "Tag Line"*

Team /Individual URL*(myspace etc)

* Info will be posted on www.capaonline.org/aafilmcircle.htm

I am hereby entering The CAPA Festival Commercial Clip Competition for 2008.

Registration* - \$20 if postmarked on or before: May 31st, 2008

** All festival booth paying participants, sponsors and partners, Asian American Film Lab (AAFL) and Asian Cinevision (ACV) dues paying members are waived the registration fee.*

Team Leaders Only. Check here if this applies to you ____.

Name of organization (required)_____

Enclosed is my check or money order for the non-refundable entry fee of \$20 made payable to "Asian Pacific American Heritage Festival" for which I will receive:

- Entry for the **Commercial Clip Competition 2008** scheduled for May 10-June 1st, 2008;
- Eligibility for Commercial Clip Competition Prizes

Further, I understand that a signed Participants Agreement for each team member must be submitted upon completion of the competition for our clip to be eligible for consideration in the Competition.

Signature of Producer/Team Leader:_____

Date:_____

MAIL THE OFFICIAL ENTRY FORM AND THE APPLICABLE ENTRY FEE TO:

Asian Pacific American Heritage Festival

PO BOX 246

New York, NY 10014

Attn: CAPA Festival Commercial Clip Competition 2008

For any questions on completing this form, please email: ewong@capaonline.org

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Submission Documents:

To be completed and mailed in with your completed clip

- Final Team Roster
- Team Leader Affirmation
- Participant Agreement
- Parent/Guardian Release

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AFFIRMATION OF TEAM LEADER

I, _____, team leader of _____ (the "Team"), having participated in The CAPA Commercial Clip Competition 2008 (the "Competition"), hereby submit to Coalition of Asian Pacific Americans ("CAPA") two (2) copies of the Team's entry entitled _____ (the "Clip") and affirm that the Team has secured and obtained any and all rights, releases, and/or permission necessary to record and produce the Work. I understand that CAPA will not accept the Work unless this executed affirmation is submitted simultaneously.

I further affirm that the Team shall indemnify and hold harmless CAPA, Aspire Asian Film Circle, Asian American Film Lab, Bennett Media Studios, our partners and sponsors from and against any and all claims, losses, expenses, and liabilities of every kind, including reasonable attorney's fees, arising out of the Team's failure to secure and obtain any rights, releases, and/or permission necessary to record and produce the Work, and arising out of the recording, editing, production and screening of the Work either in connection with the Competition or otherwise. I expressly release CAPA, Aspire Asian Film Circle, Asian American Film Lab, Bennett Media Studios, our partners and sponsors from any and all claims arising out of the use of the Work.

Signed _____

Name (Team Leader) _____

Team _____

Date _____

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PARTICIPANT AGREEMENT AND MATERIALS RELEASE

A COPY OF THIS RELEASE MUST BE SIGNED BY EVERY TEAM MEMBER ON EACH TEAM

The undersigned ("you(r)"), on behalf of the film team known as _____ (individually and collectively, "Participant"), hereby submits to Coalition of Asian Pacific Americans (CAPA) and Aspire Asian Film Circle, as sponsors of THE CAPA COMMERCIAL CLIP COMPETITION, a short clip or video ("clip") for consideration for use in The CAPA COMMERCIAL CLIP COMPETITION ("Competition").

Participant hereby agrees to take part in the Competition being produced by CAPA and Aspire Asian Film Circle in association with Bennett Media Studios and Asian American Film Lab and scheduled to commence at around 12:00 p.m. (EST) on Saturday, May 10, 2008 and ends at midnight (EST) on June 2, 2008.

Participant has read and hereby agrees to abide by, the Official Rules of the Competition, the terms of which are attached hereto and incorporated herein. It is understood that sponsors reserve the right to screen or exhibit only those clips/videos which adhere to the Official Rules of the Competition.

Participant hereby understands that it/he/she is responsible for all crew, cast, equipment, sets, location, and other items necessary for participating in the Competition, and all costs, expenses, damages and claims related thereto. The Producers are providing as part of the Competition: 1) the event and guidelines in which Participant is taking part; 2) a possible screening opportunity at partner and sponsor events; and 3) possible monetary prizes for the winners.

In consideration of the above, Participant grants to Producers the non-exclusive, irrevocable right and license to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, broadcast, rebroadcast, transmit, record, publicly perform and distribute and synchronize in timed relation to visual elements, the Film and any related materials submitted by Participant (such as personal information and/or elements, including but not limited to name(s), trademarks, tradenames, likenesses, photographs, biographical materials and all other graphic and/or textual material) (together with the Clip, the "Materials"), and/or any portions or excerpts thereof, in any manner, an unlimited number of times, in any and all media, now known or hereafter devised, throughout the world, in perpetuity to advertise, promote, and publicize CAPA, Aspire Asian Film Circle, any other sponsors, partners, the Competition, and/or any of Producers' programming services, wherever carried, in all media throughout the universe and may authorize others to do so. Such advertising, promotion, and publicity may include portions and excerpts, in addition to

cut-in, synchronized, dubbed and superimposed versions of the Materials. Producers may use and authorize others to use Participant's name, voice, biography, and likeness as well as those of artists or individuals who rendered services in connection with the Film in any media now known or hereafter devised, throughout the world, in perpetuity, for the purposes of advertising, promotion or publicizing the use by Producers of the Film, the Competition, and/or any of Producers' and their programming services wherever carried.

You hereby warrant and represent that (i) you are a legal resident of the United States, (ii) you are free to enter into and fully perform all of your obligations hereunder and that you have secured all consents necessary to enter into this Agreement, including signed Participant Agreements from each of the cast and crew of the film team specified above; (iii) the Film is an original work created by Participant and does not and will not violate any law, statute, ordinance, or regulation, (iv) the rights granted herein will not infringe on any rights or interests of any third party; (v) no additional consent from any parties regarding any elements contained in the

Materials will be required for Producers to exercise the rights granted to them herein; and (vi) the Materials are not and will not be defamatory, trade libelous, pornographic, or obscene. Producers, their successors, assignees, and licensees, shall have the right, but not the obligation, to use the Materials and the results and proceeds of the services and materials provided under this Agreement, and your name, voice, likeness, and biography in connection with the Competition and ancillary uses thereof.

You understand that any physical materials submitted will be retained by Producers and will not be returned to you. Participant shall defend, indemnify and hold CAPA, Aspire Asian Film Circle, any other sponsors, partners and their respective affiliated entities, and all sponsors harmless from and against any and all claims, demands, losses, damages, or other payments, including, without limitation, reasonable attorney fees, arising out of any breach or alleged breach of any of your warranties or representations herein.

Participant hereby acknowledges that a documentary, "Making of the 1st Annual CAPA Commercial Clip Competition" (the "Documentary"), may be shot during the Competition, and hereby agrees to allow camera crews to tape the above-referenced team during any production stage of the project.

Participant (signature)

Participant (signature)

Name (please print)

Name (please print)

Address

Address

Date

Date

Age _____(if under 18, then Participant's Parent or Legal Guardian must sign a Parent/Guardian Release)

Age _____(If under 18, then Participant's Parent or Legal Guardian must sign a Parent/Guardian Release)

Participant (signature)

Participant (signature)

Name (please print)

Name (please print)

Address

Address

Date

Date

Age _____(if under 18, then Participant's Parent or Legal Guardian must sign a Parent/Guardian Release)

Age _____ (if under 18, then Participant's Parent or Legal Guardian must sign a Parent/Guardian Release)

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PARENT/GUARDIAN RELEASE

I represent that I am the parent and/or guardian of _____,
who is a minor and who has signed or is the subject of the attached PARTICIPANTS
AGREEMENT in connection with the 1st Annual CAPA Commercial Clip Competition 2008, and I
agree that we both shall be bound by this agreement.

Signature of Parent/Guardian _____

Name _____

Address _____

Date _____

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SUBMISSIONS CHECKLIST

Please review the checklist before you submit your film to ensure that it meets all the required elements for competition.

Your Film:

1. Posted online at www.youtube.com/group/CAPAaafilmcircle
2. Provide two copies of finished product on DVD
3. Finished clip must begin with:

Team / Organization name, date, title (if applicable)

4. Films must include the following credit:

"This film has been submitted for the 1st Annual CAPA Commercial Clip Competition at the 29th Annual Asian Pacific Heritage Festival"

Required AAFilmLab Submission documents:

1. Final roster for your team including each person that participated
2. Affirmation of Team Leader
3. Signed Participant Agreements for all participating team members
4. Parent/Guardian Release (required for minors)

If we do not have these documents, we will not accept, judge, or screen a team's work, even if only one member fails to sign.

Submitting Your Work:

The participating group must complete its film/video work and have it postmarked by Monday, June 2, 2008. All teams must post entry online at www.youtube.com/group/CAPAaafilmcircle and mail submissions **postmarked on or before Monday, June 2, 2008** to entry address, Asian Pacific American Heritage Festival, P.O.Box 246, New York, NY 10014. **NO DROP-OFFS (including messenger service) WILL BE ACCEPTED.** Only works that are received by the above deadline will be admitted into the Competition

MAILING ADDRESS:

**Asian Pacific American Heritage Festival
PO BOX 246
New York, NY 10014
Attn: CAPA Commercial Clip Competition 2008**