

# 1<sup>st</sup> Annual Coalition of Asian Pacific Americans (CAPA) Commercial Clip Competition Rules

## THE RULES IN BRIEF

\* Competitors have until **June 2nd, 2008** to produce a short commercial film clip, 60 seconds or less, with the theme "my CAPA Festival experience". The Coalition of Asian Pacific Americans (CAPA) are the organizers of the Annual Asian Pacific American Heritage Festival in Manhattan, New York. It is the largest Pan Asian outdoor event on the East Coast

Competition will kickoff at the 29<sup>th</sup> Annual Asian Pacific American Heritage Festival, on **Saturday, May 10th 2007, at 12pm EST.**

\* One lead character AND key production member must be of Asian descent. A key member is a director, producer, writer, director of photography, or editor. A lead actor is a character that drives the storyline. Though one person of Asian descent can fulfill both requirements (i.e. An Asian Actress who also Directs with the rest of the cast/crew being Non-Asian).

\* The finished Team Film, including credits, must not exceed **60 seconds** in duration.

\* All creative work for the Team Film, including but not limited to the following, must take place within the Competition Time Period: Writing the script, Rehearsing, Costume/Set Design, Shooting, Editing, Sound Design. Only the following work can begin prior to the Competition Time Period: Organizing Crew, Organizing Cast, Securing Equipment, Scouting/Securing Locations. All footage for the Team Film must be shot within the Competition Time Period.

\* Any type of video or film camera may be used.

\* In addition to required Competition Agreements, each Team is responsible for securing talent, location and all necessary releases for completion of their respective film.

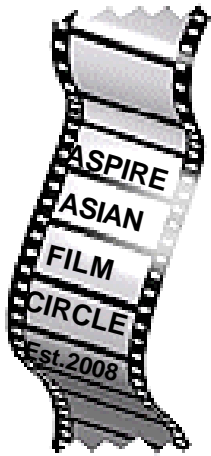
\* All team entries must be **posted online** ([www.youtube.com/group/CAPAAaafilmcircle](http://www.youtube.com/group/CAPAAaafilmcircle)) **by June 2<sup>nd</sup>, 2008**, midnight EST. All teams must mail **TWO DVD copies** of their commercial clips **postmarked** on or before **June 2nd, 2008**. DVDs may be used for the judging process as well as shown when winners are announced at the Competition Wrap Party.

\* Judging Criteria: Entries will be judged based on filmmaking ability, overall talent artist proficiency, originality, successful incorporation of the theme "my CAPA Festival experience", and creativity.

## OFFICIAL RULES IN DETAIL

**1. Competition Period:** "The 1st Annual CAPA Commercial Clip Competition" (the "Competition") commences on Saturday, May 10<sup>th</sup>, 2008 at 12PM EST and ends on June 2nd, 2008 at 11:59PM EST. All participating teams must complete its film/video work and have it **postmarked on or before Monday, June 2, 2008**. All teams must send their submissions to arrive at the 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.

**2. To Enter:** The instructions for the Competition will be posted on the CAPA Website located at <http://www.capaonline.org/aafilmcircle.htm> (the "Official Web Site"), a web site owned and controlled by The Coalition of Asian Pacific Americans (CAPA) on or around May 2, 2008. Log on and follow the instructions to complete the registration process. Entrants may register for the Competition by mailing an Official Entry Form, Team Roster Form, check or money order in the applicable amount, signed Participant Agreement for each team member, and signed parent/guardian release for any Team member under the age of 18, if applicable (the "Registration Materials") to the Entry Address. **Registration fee of \$20 if postmarked on or before May 31, 2008.** Entries received after May 31st, 2008 will not be accepted. **(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.)**



Entries submitted in accordance with these Official Rules shall be collectively referred to hereinafter as the "Eligible Entries." All entries must be submitted in accordance with the specification set forth in these Official Rules. All entries become the property of CAPA and will not be returned.

**3.** Once an entry is deemed an Eligible Entry, CAPA will notify each Team via email that their entry has been received and is eligible. Team members will be invited via email to the Competition Screening Party (date and location to be announced on the Official Website towards end of Competition period). To qualify as an official entry in "the competition", each group's film must contain all required elements.

**4. Submission Requirements:** Entries shall consist of the Team's Registration Material and 2 DVD copies of the Team's Film no longer than 60 seconds in length as specified in these Official Rules. Teams may be asked, at a later date, to submit copies of their Team Film in additional formats during the judging process. Films must be wholly original to the Team. All creative work for the Team Film, including but not limited to the following, must take place within the Competition Time Period: Writing the script, Rehearsing, Costume/Set Design, Shooting, Editing, Sound Design. Only the following work can begin prior to the Competition Time Period: Organizing Crew, Organizing Cast, Securing Equipment, Scouting/Securing Locations. All footage for the Team Film must be shot within the Competition Time Period. No stock footage or footage shot or created before the Competition Time period may be used in the Team Film. Animation and special effects are permitted, but must be created during the Competition Time Period. Only one Team Film may be entered by a given solo filmmaker or a Team. If a solo filmmaker or Team submits more than one film, only the first film entered will be considered. Entries that are not the original work of the Team, or illegible or incomplete entries will not be accepted. Furthermore, entries which do not adhere to the following programming guidelines may be rejected by CAPA:

(a) The finished Team Film must incorporate the theme selected for the 1<sup>st</sup> Annual CAPA Commercial Clip Competition ("my CAPA Festival experience")

(b) The finished Team Film, including credits, must not exceed 60 seconds in duration.

(c) Any type of video or film camera may be used.

(d) The finished Team Film must be **posted online** ([www.youtube.com/group/CAPAAaafilmcircle](http://www.youtube.com/group/CAPAAaafilmcircle)) and submitted on DVD. Each team must submit two copies of the final film. If CAPA cannot view your film on its equipment, it may be disqualified. CAPA will not return any films/videos submitted. Once submitted, all films and the corresponding entry information become the sole property of CAPA and will not be returned. Teams whose entries are chosen as finalists may be required to provide their film/video in an uncompressed video format.

(e) The finished Team Film must begin with the following:

· a. Team / Organization Name, date, title (if applicable)

· THESE ELEMENTS ARE NOT A PART OF THE 1 MINUTE TIME LIMIT

(f) If shot in a 16:9 ratio and/or anamorphic, the Team Film must be letter-boxed. The projector will not be switched to stretch the picture.

(g) Films must include the following credit: **"This film has been submitted for the 1<sup>st</sup> Annual CAPA Commercial Clip Competition at the 29<sup>th</sup> Annual Asian Pacific Heritage Festival"**

(h) CAPA reserves the right to reject any entry that could be considered pornographic, or that depicts hard core or graphic sex, or any other material, including language, deemed objectionable to community standards as determined by CAPA in its sole discretion. CAPA reserves the right to reject any entry that it deems, in its sole discretion, to violate any of these policies.

**5. Releases:** Each Team is responsible for securing talent, location and all necessary releases for completion of their respective film. Regarding music releases, Teams are encouraged to work with local composers and/or musicians to write and record music for the Films. CAPA realizes that this may be difficult to achieve. Therefore, it is permissible for a Team to use prerecorded music; HOWEVER the Team must have the rights to any music used in its Film. Participant shall defend, indemnify and hold CAPA and any other sponsors, CAPA 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. Releases must be available upon request.

**6. Judging Panel, Voting and Winner Selection:** Based on the judging criteria set forth in Paragraph 9 below, entries will be judged initially by a screening committee from the Coalition of Asian Pacific Americans (CAPA), Aspire Asian Film Circle, Asian American Film Lab (AAFL), independent filmmakers and industry enthusiasts. Top 5 clips will be chosen by screening committee. A 3 judge panel will then vote on the Grand Prize and runner up. Winners will be announced at the Competition Wrap Party (with the exact time and location to be announced on the Official Website). All Competition Teams will be invited to the Competition Wrap Party.

**7. Prizes:** The Grand Prize Winner will receive a prize package, consisting of a \$200 monetary prize, free booth space at next year's festival, product sponsor prize, and screenings opportunities at partner and sponsor events to be determined. Runner up will receive a \$100 monetary prize, free booth space at next year's festival and product sponsor prize. A "Fan Favorite" prize winner will receive a \$100 monetary prize and free booth space at next year's festival.

**8. Eligibility:** The Competition is open to filmmakers and Teams whose members are each legal residents of the United States and Canada and have at least one Team member who is at least 18 years old at time of entry. At time of entry and during the course of the Competition, entrants (and all participating Team members) must be amateur filmmakers (i.e., cannot have a contract with a major or independent U.S. or Canadian film studio). In addition, in order to be eligible to participate in this Competition each Team must contain at least one key member and one lead actor who are of Asian or Asian American descent. A key member is a director, producer, writer, director of photography, or editor. A lead actor is a character that drives the storyline. CAPA reserves the right, in their sole discretion, to disqualify any entrant who is under a third-party agreement which CAPA deems as contradictory to the amateur nature of this Competition. CAPA assumes no responsibility for any internal disputes among members of Teams that are entered into the Competition with regard to the film submitted into the Competition, or any internal disputes among the various individuals and/or entities that have collective interest in any submitted film. Such disputes will not be resolved by CAPA. In the event that any such dispute or personnel change interferes with the operation of the Competition, entrants and their respective Team members involved in the dispute may be disqualified, in CAPA's sole discretion. VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW. Members of the Coalition of Asian Pacific Americans ("CAPA") are eligible to participate so long as they are not members of the organizing or judging committees of the Competition. By participating in this Competition, entrants agree to be bound by these Official Rules and by the decisions of CAPA which are final in all matters relating to this Competition.

No responsibility is assumed for incorrect or inaccurate entry information whether caused by an entrant, any of the equipment or programming associated with or utilized in this Competition or by any human error which may occur in the processing of the entries or votes in this Competition. CAPA is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation in or downloading any materials of this Competition. If, for any reason, the Competition is not capable of running as planned, including, but not limited to, changes in CAPA's programming, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of CAPA, or any and all sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, or for any reason CAPA deem it necessary, CAPA reserves the right in their sole and unequivocal discretion to cancel, terminate, modify or suspend the Competition and/or the prizes. All interpretations of these Official Rules and the decisions of CAPA are final. CAPA reserves the right in their sole and unequivocal discretion to disqualify any individual it finds to be tampering, or has tampered with the entry process Site; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

**9. Judging Criteria:** Entries will be judged based on filmmaking ability, overall talent artist proficiency, originality, successful incorporation of the theme, and creativity.

**10. Arrangements for the fulfillment of the Grand Prize** will be made by CAPA during the 2008 calendar year. CAPA reserves the right, in their sole discretion, to substitute prizes, or any portion thereof, with prizes of comparable value. The prizes are non-transferable. Each Prize Winner (and each participating member, if a collective group), as a condition of receiving the Prizes must sign (i) an affidavit of eligibility and liability to release CAPA and their corporate parents, subsidiaries, affiliated entities, advertising agencies, and any other participating sponsors, and their respective employees, from any and all liability, claims, demands and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Competition or the use or acceptance of the Prizes and (ii) except where prohibited, a promotional release granting the right to use his or her name, likeness and Team Film for advertising and publicity purposes without additional compensation. Entry into this Competition constitutes each entrant's agreement to sign such releases. Prior to the fulfillment of the Prizes, winners may be required to provide CAPA with identification proving his/her age and identity and also sign additional release(s) and/or agreement(s) necessary to fulfill the Prize. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY, PRIZE WINNER (AT

CAPA'S SOLE DISCRETION) WILL RESULT IN SUCH INDIVIDUAL'S DISQUALIFICATION AS A PRIZE WINNER OF THE COMPETITION AND ALL PRIVILEGES WILL BE IMMEDIATELY TERMINATED. Upon receipt of any part of the Prizes, Prize Winner is required to comply with any and all applicable federal, state and local laws, rules and regulations related thereto.

**11.** (a) Entrants hereby agree to submit their entries under the following terms and conditions: (i) that CAPA may use entrants Films, and any ideas, concepts, materials, in whole or in part, contained in an entry to advertise, promote, and publicize CAPA or as otherwise set forth in the Participant's Agreement; (ii) that all materials submitted become the property of CAPA and will not be returned; (iii) that all materials submitted are free from any lien or claim by anyone, including, but not limited to any union, guild or performance rights society; (iv) entrants have obtained all rights, permissions and licenses necessary for CAPA to use the entries for any purpose; (v) that no entry, or any part thereof, infringes any trademark or copyright or otherwise violates anyone's right of privacy or publicity; (vi) entrants indemnify and hold harmless CAPA from any claims, suits, losses damages and expenses (including reasonable attorneys' fees) that arise from any breach of the following conditions. All entrants agree to the foregoing and in addition agree to obtain, upon request of CAPA, any documentation and releases necessary to prove their unrestricted ownership in all materials contained in their entries and their right to use such materials without limitation for any purpose.

(b) Entrants will each sign a Participant's Agreement which grants to CAPA the nonexclusive, 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 Team's Film and any related materials submitted by entrants and the Team (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 Team Film, 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, and/or any of CAPA's programming services 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. CAPA 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 Team Film in any media for the purposes of advertising, promotion or publicizing the use by CAPA of the Team Film, the Competition, and/or any of CAPA's and its sponsors and partners programming services.

**12.** All interpretations of the rules and decisions by CAPA are final. CAPA reserves the right, in its sole discretion, to disqualify any individual it finds or believes to be tampering with the entry process or the operation of the game; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAPA reserves the right to amend these rules.

**13.** This Competition is sponsored by Aspire Asian Film Circle and the Coalition of Asian Pacific Americans (CAPA) with support from Bennett Media Studios and the Asian American Film Lab (AAFL).

**14.** Competition rules have been adapted from the Asian American Film Lab 72 Hour Film Shootout rules.

**15.** Competition inquiries can be addressed to Edwin Wong at [ewong@capaonline.org](mailto:ewong@capaonline.org)