



SHORT FILM CHALLENGE PARTICIPANT AGREEMENT

AGREEMENT made and effective as of February 1, 2014, by and between the Sundance Institute, with offices at 1825 Three Kings Dr., Park City, UT 84060, and _____, for the following short film project of 3 to 8 minutes duration ("Film") or Story Pitch of no more than 500 characters ("Story Pitch") with the provisional title "_____".

1. **The Program:** The Sundance Institute® ("SI") is a 501(c)(3) non-profit organization whose mission is to support the art of filmmaking through its creative and educational programs, and through its world-famous Sundance Film Festival®. In partnership with the Bill and Melinda Gates Foundation, SI has created its first short film challenge program (the "Program"), on the topic of Global South poverty and hunger, focusing on economic inequalities, exploring an empowering person or sharing an optimistic story of individuals and communities who are overcoming poverty and hunger, combatting disease, or improving health (the "Topic"). The Program will have two separate categories, with Awardees selected based on filmmaking and creative skill and accomplishment as determined solely by SI. Entrants may submit in both categories, but no entrant may receive an Award in both categories:
 - (a) **The Short Film Program:** Short films 3 to 8 minutes duration in high definition video format on the Topic (the "Film").
 - (b) **The Story Pitch Program:** Written story pitches of no more than 500 characters (characters, not words) in length on the Topic (the "Story Pitch").
2. **Submissions:** Participants in both Programs shall submit their work no later than July 1, 2014 via the web site www.tongal.com ("Tongal"). The submissions may become available for public viewing. By posting submissions on the Tongal website, Applicants shall grant to Tongal a worldwide non-exclusive and fully transferable license in and to the submissions, until the project closes. Upon the close of the project, all rights in the non-winning submissions will revert back the Applicants, while the rights in the winning submissions will transfer to SI. While the Awardee grants to Tongal a non-exclusive license to the submission, the Awardee must not grant rights or license to any other party that impedes or restricts the rights to the submission should submission become an Awardee. Where there is any discrepancy between the Tongal Terms and Conditions and this Agreement, this Agreement shall govern.
3. **Judging Criteria:** Selection of Awardees will be determined by SI based on factors including creative and technical filmmaking and writing skill, viability of the submission as a premise for the final objective of the Project, and effectiveness. All decisions shall be final. The Program is not a sweepstakes or lottery.
4. **Awards:** SI will select five (5) Awardees in each of the two Program categories and shall notify the Awardees in writing no later than October 1, 2014. Contingent upon each Awardee's entering into and continuing compliance with this Agreement, the following Awards will be granted:
 - (a) **Short Films:** To each of the five Awardees, a US\$10,000 (Ten Thousand Dollars) Award, payable within 30 days after satisfactory completion of all deliverables on Schedule A attached hereto, and a trip to the 2015 Sundance Film Festival for the premiere screening, as the guest of SI and the Bill and Melinda Gates Foundation, including travel and lodging. Schedule A deliverables shall be due no later than 30 days after written notification of the Award.

- (b) Story Pitches: To each of the five Awardees, a US\$1,000 (One Thousand Dollars) Award payable within 30 days of notification. One of the five Awardees will receive a special Grand Prize, under the terms of which their Story Pitch will be used as the basis of a short film by a filmmaker to be chosen and commissioned by SI at SI's expense. The Grand Prize Story Pitch winner will also attend the premiere screening at the 2015 Sundance Film Festival, including travel and lodging.
5. Rights Granted by Awardees: In consideration of the opportunities and Awards offered, Awardees for a Film or Story Pitch (the "Work") hereby grant to SI the following worldwide rights:
- (a) Exclusivity Period: All Awardees retain the copyright in their Work, and beginning on the date of signature below and continuing until a date two years after the Premiere of the Film, or two years from the date of signature below, whichever is later, grant to SI an unlimited exclusive license for any and all uses in any media or format (the "Exclusivity Period"), including the right to sublicense and retain all revenues received from the Work. SI may add to the Work any branding, logos, or notices at its sole discretion. Other than the Award monies, Awardee shall not be entitled to any further fees, royalties, expenses or reimbursements and hereby disclaims any rights to any accountings or future payments from anyone at any time in connection with the Project, including during the Post-Exclusivity period.
- (b) Post-Exclusivity: After the Exclusivity Period (the "Post-Exclusivity Period"), the same rights are granted to SI on a non-exclusive basis in perpetuity.
- (c) Future Works: Non-exclusive rights to make any use in any media of any future works that are based on or incorporate the Work, including full length feature films, books, documentaries, television production, webisodes, etc.
- (d) Global Access: Awardee grants to the Bill and Melinda Gates Foundation a worldwide perpetual non-exclusive "Global Access" right to the Work, including all media now known or hereafter invented, including any revenues generated therefrom.
- (e) Advertising and Right of Publicity: All advertising and right of publicity rights including worldwide use of the Awardee's name and likeness.
- (f) Story Pitch Awardees: Story Pitch Awardees acknowledge that the Story Pitch will be publicly disclosed and hereby expressly waive any claims based on any underlying ideas or concepts or other materials, and agrees that nothing herein constitutes any express or implied contract or promise or agreement to compensate Awardee for the alleged or actual use by SI or anyone else of any ideas, concepts, stories or pitches submitted by Awardee.
- (g) Story Pitch Grand Prize Awardee: The Story Pitch Grand Prize Awardee hereby grants to SI the exclusive right to commission a filmmaker to create a short Film ("Short Film") based on their Story Pitch, including SI's sole and unfettered discretion and authority to decide and control all artistic matters, and in connection with any Short Film commissioned by SI grants to SI and SI's chosen filmmaker all the rights in this Paragraph 4. With respect to any Post-Exclusivity uses, the Story Pitch Grand Prize Awardee shall be entitled to divide copyright ownership and revenue rights 50/50 with the filmmaker selected by SI, with any other terms subject to any agreement that may be independently arrived at between the Awardee and the filmmaker.
- (h) Use of Funds: Awardee agrees not to use the Award funds in any way that constitutes political campaigning or lobbying activity, including use to influence the outcome of any election for public office, to carry on any voter registration drive, or for lobbying activity or other attempts to influence local, state, federal or foreign legislation.
6. Film Ownership and Clearances: Subject to the rights granted herein, the Short Film Awardee shall retain all copyright and other intellectual property ownership rights in the Film, but may not during the

Exclusivity Period enter into any agreements with third parties regarding the Film or the creation of any future works based on the Film without the express written approval of SI. During the Exclusivity Period, Awardee is granted the right to include excerpts from the film of no more than one minute total duration in Awardee's professional portfolio, provided that any such use is accompanied by the following notice: "Used by Permission of the Sundance Institute." Awardee shall keep full and complete records and files of all third party agreements, clearances, and licenses with respect to the Film, including any licensed music uses, and shall produce copies upon request. Any and all third party licenses MUST grant to Awardee sufficient rights to cover the rights granted to SI hereunder. Failure to obtain third party rights clearances that comport with the terms of this Agreement may result in termination. SI shall have at any time the right but not the obligation to apply for a copyright registration in the name of Awardee, and pursue any infringement claims against third parties that may be violating SI's exclusive rights at SI's own expense, and to settle any such claims at SI's sole discretion, and to retain any proceeds therefrom.

7. Publicity: Awardee agrees to be reasonably available to participate in promotional activities including interviews and online social media forums at the direction of SI. Awardee may not issue any press announcements without the prior approval of SI, and acknowledges that nothing herein constitutes any partnership or joint venture with SI. The Film and all advertising and other materials related to the film shall bear the following notice:

*This project was supported by an Award from the Sundance Institute and
The Bill and Melinda Gates Foundation*

8. Termination/Rejection: SI reserves the right to terminate this agreement at any time for any reason or no reason, and reserves the right to reject the completed Film after final delivery pursuant to Schedule A for any reason or no reason and to withhold payment of the Award. In the event of termination or rejection, the Award shall be granted to an alternate submission and this Agreement shall be terminated in all respects, except for the provisions of paragraphs 8, 9 and 10. In the event of any breach or threatened breach by Awardee that occurs after acceptance of the Film or Story Pitch and receipt of the Award, Awardee shall be required to return to SI the entire amount of the Award, plus interest, within thirty (30) days upon receiving written notice from SI of such breach. NOTHING HEREIN GUARANTEES THAT AWARDEE'S DELIVERABLES PER SCHEDULE A WILL BE ACCEPTED AS SATISFACTORY BY SI, IN WHICH EVENT THE AWARD MAY BE WITHDRAWN AND NOT GIVEN, AND THIS AGREEMENT SHALL BE TERMINATED. IN THE EVENT THE FILM OR STORY PITCH IS ACCEPTED AND THE AWARD GRANTED, NOTHING HEREIN GUARANTEES THAT SI WILL MAKE ANY USE OF THE FILM OR STORY PITCH WHATSOEVER AND NOTHING OBLIGATES SI TO EXHIBIT OR PREMIERE OR ADVERTISE THE FILM OR STORY PITCH OR TO COMMISSION A FILMMAKER TO CREATE A FILM BASED ON THE STORY PITCH GRAND PRIZE WINNER. IN THE EVENT SI DECIDES NOT TO PREMIERE THE FILM THE TRIP TO THE 2015 SUNDANCE FILM FESTIVAL MAY BE WITHDRAWN. SI RESERVES THE RIGHT TO ALTER OR AMEND THIS AGREEMENT PRIOR TO SUBMISSION OF THIS AGREEMENT TO THE AWARDEES AND PRIOR TO FINAL EXECUTION OF THIS AGREEMENT BY SI.
9. Representations and Warranties: Awardee represents and warrants they have the right to enter into this Agreement, and that this Agreement, including all materials submitted to SI including the Film and Story Pitch shall not violate the rights of any third parties.
10. Indemnification and Releases: Awardee hereby agrees to indemnify SI, its officers, directors, employees, agents, and assigns from and against any claims, losses or damages, including any court costs and attorney's fees, arising from any breach hereof, and unconditionally releases same from and against any claims of liability or losses from anyone arising from the preparation and production of the Film, including any losses of materials or the Film itself and any loss of property or personal injury incurred by anyone in connection with the Project and the Film. In the event Awardee obtains Errors and Omissions insurance for the Film, SI shall be a named insured, and if requested by SI, Awardee shall obtain such insurance coverage at Awardee's own expense.

11. Payment. Payment of the Award, if any, shall be made to Awardee at the address indicated below. Awardee shall be wholly responsible for the reporting and payment of any taxes. SI reserves the right to withhold taxes under applicable Federal, State, and local tax regulations. Please check the appropriate box below to facilitate payment:

I hereby certify that I am a U.S. citizen or U.S. permanent resident alien. (If you have checked this box, please provide the tax and payment information below).

I hereby certify that I am not a U.S. citizen or U.S. permanent resident alien and am performing all activities in relation to the Project outside of the U.S.

I hereby certify that I am not a U.S. citizen or U.S. permanent resident alien and am performing some or all activities in relation to the Project within the U.S. (If you have checked this box, you will be required to provide additional information and/or complete additional forms).

12. Miscellaneous. This is the entire Agreement between the Parties and supersedes any prior understandings oral or written. It may not be altered except in a writing signed by both Parties. SI may freely assign or sublicense its rights hereunder. The rights and obligations of Awardee may not be assigned. This Agreement shall be governed by the laws of the State of Utah, with venue and jurisdiction of any disputes in the state and federal courts in or around Salt Lake City, Utah. In the event of any dispute, Awardee expressly disclaims and waives any right to seek injunctive relief against SI, anyone acting in concert with SI, the Bill and Melinda Gates Foundation, or the Film. Waiver of any right at any time does not constitute a permanent waiver.

Intending to be legally bound, the Parties hereto have set forth their authorized signatures below.

The Sundance Institute
By: Brooke McAfee, CFO

Awardee

Signature

Date: _____

Signature

Date: _____

Address: _____

Phone(s): _____

Email: _____

Social Security #: _____

Date of Birth: _____

SCHEDULE A: DELIVERABLES

The Awardee will deliver one 3 – 8 minute short film (or digital media project) in accordance with following list, no later than 30 days after receiving written notification of the Award from the Sundance Institute (“Deliverables”):

- (a) One (1) Full-Resolution HD digital file of the final Project delivered online to a Dropbox.com account supplied by the Institute.
- (b) One (1) Full-Resolution HD digital file of the final Project delivered on a external hard drive supplied by the Participant.
- (c) Two (2) photographs of Awardee (head shots) and a minimum of four (4) publicity still photographs from the Project. Digital copies of photographs are at a resolution no smaller than and whenever possible higher than 1024 x 768 pixels @ 150ppi. All subjects in the photos should be identified and photo credit, if required, provided;
- (d) Synopsis of the Project typed into a Microsoft Word or Google Doc file;
- (e) English language transcript of the Project in the format previously supplied to you. Transcripts must be typed (single/double spaced) into a Microsoft Word or Google Doc file, double-spaced between speakers, word-for-word accurate, with each speaker properly identified. The name of the Project and page number is to be typed at the top of each page;
- (f) Complete credit list. This list must be typed into a Microsoft Word file , must be accurate since it is the reference point for all press materials and must include all major credits including the following: Director(s), Producer(s), Executive Producer, Narration, Camera, Editor(s), Sound, Composer (if music composed for Project);
- (g) Other mutually agreed upon ancillary content pieces from selected Film appropriate for multi-platform and viral distribution.
- (h) We reserve the right to request copies of all executed agreements, letters of intent, and contracts for the Production (including without limitation all personal appearance releases, location agreements, materials/footage releases, music license and performance agreements, filming permits, licenses for acquired footage/stills, graphics and other third-party agreements);
- (k) We reserve the right to request limited access to raw footage or dailies for creating additional publicity material.

Format of Film Deliverables:

Unless otherwise notified, please send all completed materials to:

The Sundance Institute, Attn: Joseph Beyer
5900 Wilshire Blvd., Suite 800
Los Angeles, CA 90036 USA

In addition, you agree to submit to the Institute any related materials regarding the Project, including, but not limited to, press and promotional materials such as screening postcards, posters and guides.