



BENTONVILLE FILM FESTIVAL FEATURE FILM COMPETITION RULES AND REGULATIONS

By submitting a feature length narrative or documentary (hereinafter “**Film**”) to Bentonville Film Festival LLC and Bentonville Film Festival Foundation (hereinafter together “**BFF Organizer**”) for consideration in the 2018 feature film competition (hereinafter “**2018 Feature Film Competition**”) of the 2018 Bentonville Film Festival (hereinafter “**2018 Festival**”), the owner of the Film (hereinafter “**Applicant**”) agrees to be bound by these rules and regulations (“**Rules and Regulations**”).

1. FEATURE LENGTH REQUIREMENT:

The Film’s total running time must be at least eighty (80) minutes (exclusive of credits). If the Film’s final running time is projected to be less than eighty (80) minutes (exclusive of credits), the Film may NOT be submitted to the 2018 Feature Film Competition.

However, it might meet the requirements of one of the other competitions. Please go to www.BentonvilleFilmFestival.com/creators for more information on other competitions.

2. SUBMISSION CATEGORIES AND ELIGIBILITY:

- The 2018 Feature Film Competition has the following two categories:

Narrative Feature Film: For purposes of the 2018 Festival, a narrative feature is defined as a film that tells a fictional story in a traditional and linear way (“Narrative”).

Documentary Feature Film: For purposes of the 2018 Festival, a documentary feature is defined as a nonfictional film (“Documentary”).

- Films must meet the BFF Competition Qualifiers (listed below).
- Films that have been exhibited theatrically, broadcast on television, released via any home video or other distribution platform are NOT eligible for competition. (If your film has a distribution deal and you would like it to screen at the festival, please have your distributor contact us. The 2018 Festival also has a few screening slots to screen non-competition films backed by a studio or independent distribution company that meet the BFF Competition Qualifiers.)
- Films that have been submitted for consideration in previous years may be eligible for re-submission for the 2018 Feature Film Competition, but only if the Film has been changed significantly since the previous year in which it was submitted. BFF Organizer shall have the sole authority and discretion to determine whether a Film that was previously submitted has been changed significantly from the previously submitted version. BFF Organizer reserves the right to determine a previously submitted Film’s eligibility, without refund of any or all submission fees previously collected from the Applicant, based on the content of the newly submitted version as compared with the previously submitted version.

- Both U.S. and International films may be submitted. Applicants submitting Films that contain significant non-English spoken dialogue must provide on-screen English subtitles. BFF Organizer reserve the right to disqualify, without refund of any or all submission fees previously collected from the Applicant, any Film that contains significant non-English spoken dialogue that does not include accompanying on-screen English subtitles.

3. BFF COMPETITION QUALIFIERS:

One of the reasons the Bentonville Film Festival is unique is because it exhibits inclusive and diverse films – both in front of and behind the camera – in the following ways:

- Gender Equity (representation of women)
- Color Equity (representation of varied races and ethnicities)
- Sexual Identity Equity (representation of varied sexual orientations)
- Ability Equity (representation of persons with varying degrees of ability)

Therefore, for the Film to qualify for the 2018 Feature Film Competition, the Film must have **two (2)** or more (but does not have to have all) of the following:

- Director is from an Underrepresented Group
- Writer is from an Underrepresented Group
- Producer is from an Underrepresented Group
- Lead Character / Subject is from an Underrepresented Group
- At least fifty-percent (50%) of cast, background performers, and crew are from an Underrepresented Group.
- Storyline is about an Underrepresented Group

The definition of “**Underrepresented Group**” for purposes of this 2018 Feature Film Competition means:

- Women
- People of Color
- People from the LGBTQ community
- People with disabilities

Applicant must fill out the BFF Diversity & Inclusion Questionnaire upon entry, which is found here: <https://marcatoapp.com/forms/bfffestival/submissionsagmt/new>

4. KEY DATES:

Submissions Open: September 12, 2017

Early Entry Deadline: Must arrive by October 12, 2017 at 11:59 p.m. PST

Official Deadline: Must arrive by December 12, 2017 at 11:59 p.m. PST

Late Entry Deadline: Must arrive by January 12, 2018 at 11:59 p.m. PST

5. SUBMISSION FEES:

Early Entry Deadline: US\$60

Official Deadline: US\$75

Late Entry Deadline: US\$90

6. APPLICANT ELIGIBILITY:

EACH APPLICANT MUST ELECTRONICALLY SIGN AND SUBMIT THE 2018 BENTONVILLE FILM FESTIVAL FEATURE FILM COMPETITION “APPLICANT CERTIFICATION STATEMENT” (FOUND ON <https://marcatoapp.com/forms/bfffestival/submissionsagmt/new>), WHICH IS IN SUBSTANTIALLY THE SAME FORM AS EXHIBIT “A”, ATTACHED HERETO, BY WHICH APPLICANT ACKNOWLEDGES THAT APPLICANT HAS READ THE RULES AND REGULATIONS AND AGREES TO BE BOUND BY THESE RULES

AND REGULATIONS, INCLUDING THE REPRESENTATIONS AND WARRANTIES BELOW AND THE INDEMNIFICATION PROVISIONS BELOW.

7. HOW TO SUBMIT:

- Applicants must fill out the questions and pay the submission fee on Withoutbox (“WAB”).
- Applicants may either (a) upload the screener onto WAB, (b) email a password protected streaming link of the film to BFF Organizer at the email address below, or (c) mail a dvd to BFF Organizer at the mailing address below. BFF’s email address is: submissions@bentonvillefilmfestival.com. BFF’s mailing address is: Bentonville Film Festival, ATTN: Programming Department, 10203 Santa Monica Boulevard, Suite 3A, Los Angeles, California 90067. BFF Organizer is not responsible for submissions that are lost, stolen, or damaged in transit. It is the sole responsibility of the Applicant to ensure the streaming link or DVD, as applicable, is functional and active at least through May 8, 2018. Please include the entry number (the entry number is provided when you complete the WAB submission and pay the fee) and the film title clearly on the DVD or the body of the email.

8. CONTACT INFORMATION OF APPLICANTS:

Each Applicant must designate one person, 18 years of age or older, as their Applicant Representative (“AR”), and no Applicant may have more than one AR. The AR will act for the Applicant in all communications with BFF Organizer. During the selection process, BFF Organizer will attempt to contact the Applicant’s AR using the contact information provided on the submission form to notify the Applicant of the Film’s acceptance status. BFF Organizer disavows any responsibility for, and will not be held responsible for, any failure to contact the Applicant using the contact information provided on the submission form. It is the sole responsibility of the Applicant to ensure that the contact information provided on the submission form is correct throughout the entirety of the selection period (September 5, 2017 to May 8, 2018).

9. SCREENINGS DURING THE 2018 FESTIVAL:

Applicants acknowledge that BFF Organizer has the sole right to select the submissions that will be showcased, exhibited, and/or part of the competition at the 2018 Festival and has the sole right to reject submissions. Applicants that are selected must grant to BFF Organizer the limited license to screen/exhibit the Film at the 2018 Festival, currently scheduled for May 1, 2018 through May 6, 2018, in Arkansas, for zero dollars (\$0); All ticket sales and proceeds are property of BFF Organizer.

10. BFF RESEARCH:

Bentonville Film Festival LLC works with the Bentonville Film Festival Foundation (“**Foundation**”) and Geena Davis Institute on Gender in Media (“**Institute**”). Both the Foundation and the Institute are research-based organizations. The Institute was funded by Google to develop a computer science tool that could quickly and efficiently assess how women and minorities are represented in films around a few different metrics including the amount of screen time and speaking time in a film. In conjunction with the USC School of Engineering, the Institute has developed a beta tool to assess these things. The teams at the Foundation, Institute, Google and USC are using both film scripts and downloadable versions of the films to gather this data.

If your Film is selected to participate in the 2018 Festival, you will be required to submit the selected Film’s script and a downloadable version of the selected Film for such research purposes. BFF Organizer will send an email to the AR with delivery instructions. If a response with the required information is not received within forty-eight (48) hours, BFF Organizer may rescind the acceptance of the film.

11. EXHIBITION DELIVERABLES:

In order for a Film to be showcased at the 2018 Festival, BFF Organizer will need certain deliverables, such as a DCP or Blu-ray Disc (“**Exhibition Deliverables**”), exact deliverables depend on the screening venue. BFF Organizer will notify the ARs of the selected films with details of the format, due dates, and delivery instructions. The Exhibition Deliverables must be delivered on time.

12. PUBLICITY DELIVERABLES:

If a Film is selected for the 2018 Festival, Applicant will deliver Publicity Deliverables to BFF Organizer. BFF Organizer will notify the ARs of the selected films with details of how to delivery and the due dates of the Publicity Deliverables. “**Publicity Deliverables**” are: the trailer of the Film, the Film’s digital poster, and at least two stills from the Film.

By submitting a Film to the 2018 Festival, Applicant permits BFF Organizer and Festival Entities to use the following:

the Film’s title, the Film’s synopsis and other Publicity Deliverables, and any of the principal cast members’, director(s)’s, writer(s)’s, producer(s)’s, crew members’ names, voice, biographical information, and/or likeness,

in the following media:

BFF’s Website, BFF’s Social Media (including twitter, instagram, facebook, youtube), the printed 2018 festival film guide, the 2018 festival mobile app, and press releases

throughout the universe, in perpetuity, without compensation, permission, or notification, ***solely for the purpose of*** advertising, publicizing, and promoting the Bentonville Film Festival and the Film’s screening at the 2018 Festival.

Applicant represents and warrants that all Publicity Deliverables delivered to BFF Organizer are legally cleared for such above mentioned purposes.

“**Festival Entities**” shall mean: Bentonville Film Festival LLC, Bentonville Film Festival Foundation, Geena Davis Institute on Gender in Media, and the 2018 Festival sponsors, and their respective advertising and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Festival.

13. BFF PRIZES:

The Bentonville Film Festival provides the following awards:

- Jury Award for Best Narrative Feature
- Audience Award for Best Narrative Feature
- Jury Award for Best Documentary Feature
- Audience Award for Best Documentary Feature
- Best of Fest (decided by the audience; may go to either a Narrative or Documentary Feature)
- Highest Diversity Score (decided by BFF)
- Special Jury Award for Best Ensemble (decided by the Jury)
- Special Jury Award for Best Director (decided by the Jury)

The winning films will be formally announced at the close of the 2018 Festival.

The Bentonville Film Festival also guarantees that offers for theatrical, television, digital and retail home entertainment distribution will be given to at least one (1) of the winning films.

A BFF representative will contact the AR of the one of the winning films within fifteen (15) days from the close of the 2018 Festival to present the distribution offers.

The “**BFF 2018 Festival Distributors**” are:

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PRIZE RESTRICTIONS:

- The BFF 2018 Festival Distributors each have their own specific distribution agreements and cannot pre-determine the number of screens, markets, dates of releases, amount of advances, etc.
- The BFF 2018 Festival Distributors will require additional deliverables, including but not limited to:
 - original audio and video files used during production
 - final audio mix and/or separate audio tracks for dialogue, music, and effects
 - Chain of Title: All documents showing chain of ownership from source material to Applicant.
 - Production contracts and releases.
 - Music cue sheet.
 - Music clearance documentation.
 - Errors & Omissions Insurance.
- Unless an exception has been explicitly granted in writing by a BFF 2018 Festival Distributor, a distribution prize may be revoked if the distribution agreement is not fully executed within sixty (60) days of the close of the 2018 Festival.

14. Errors and Omissions Insurance:

If Applicant’s Film is selected to screen at the 2018 Festival, Applicant must sign a non-exclusive limited film festival screening license agreement to allow BFF Organizer to screen the Film at the 2018 Festival and Applicant must have Errors & Omissions insurance (E&O) for the Film and add the BFF Festival Entities as an additional insured. The E&O must have minimum limits of at least \$1,000,000 for any claim arising out of a single occurrence and \$1,000,000 for all claims in the aggregate and a deductible no larger than \$25,000.

15. REPRESENTATIONS AND WARRANTIES:

Applicant represents and warrants that (a) he/she/it has the full right, power, legal capacity, and authority to license to BFF Organizers the Film’s rights for the purpose of exhibition at the Festival and to license clips of the Film and publicity photos to the Festival Entities for advertising the Festival for no compensation to Applicant or any third party; (b) the Film, and all parts thereof, does not violate any third party’s copyright or other intellectual property or other rights and does not violate any individual’s right of privacy or publicity; (c) the Film, and all parts thereof, is in compliance with any and all relevant laws, rules, regulations, whether state, federal, international, local, and those imposed by any union, guild, or labor organization; (d) Applicant will not submit to BFF Organizer (whether through WAB, email, dropbox, BFF’s website, etc) the Film and/or any parts thereof (including but not limited to trailers, clips, publicity photos, loglines, summaries) if such materials violate any third party rights and/or any laws; (e) if any third party fees become due such as union or guild fees, then Applicant will pay for such fees and costs.

16. INDEMNIFICATION:

Applicant agrees to release, hold harmless and indemnify Festival Entities from and against any and all liability, loss, damage, cost and expense, and causes of action (however named or described) with respect to or arising out of (i) Applicants' Film, and/or (ii) any breach or alleged breach, or claim by a third party with respect to any warranty, representation or agreement made by the Applicant.

17. DISPUTE RESOLUTION:

Without in any way limiting the provisions or scope of the agreement set forth above, Applicant further agrees that any claim, dispute or controversy arising out of, in connection with, or otherwise related to the Film, the Festival, or these Rules and Regulations, including, without limitation, any claim or cause of action of any nature arising from the actual or alleged breach, termination, enforcement, interpretation or validity of these Rules and Regulations, as well as the determination of the scope or applicability of this agreement to arbitrate, will be governed by the internal, substantive laws of the State of California and will be subject to and submitted to exclusive, binding arbitration before a single arbitrator in Los Angeles, California, which shall be the sole and exclusion forum for determination of such claim, dispute or controversy. Such arbitration will be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures then in effect. The arbitrator will be selected by mutual agreement of the parties or, if the parties are unable to agree on an arbitrator, will be appointed by JAMS pursuant to its Arbitration Rules and Procedures then in effect. The arbitrator shall issue a written award and shall have the right to award monetary relief, however, that the arbitrator shall not have the power to award punitive or exemplary damages, nor shall the arbitrator have the power to order the Festival Entities to include the Film in the Festival or to award other injunctive or non-monetary relief to Applicant. The arbitrator shall have the power to award, and shall be required to award, to the substantially prevailing party in any such arbitration, its reasonable attorneys' fees, costs and expenses incurred in connection with the arbitration (including, without limitation, reimbursement of that party's share of the arbitrator's fees and JAMS administrative charges). The arbitrator's award shall be final, binding and non-appealable. Judgment on the arbitrator's award may be entered in any federal or state court of competent jurisdiction in the United States. Applicant hereby waives, forfeits and relinquishes, any right or entitlement that Applicant might otherwise have had to bring or litigate any claim or claims encompassed by this paragraph in any federal or state court against the Institute, the Festival, or any Festival Entity, and further waives, forfeits and relinquishes any right to a trial by jury with respect to such claim or claims.

18. MISCELLANEOUS:

Applicant hereby acknowledges that Applicant has the right to consult with an attorney of his/her/its own choosing with respect to these Rules and Regulations. Applicant hereby acknowledges that above Rules and Regulations does and shall supersede any information obtained elsewhere, including, but not limited to, information contained in any Frequently Asked Questions (FAQ) documents and/or rules and regulations documents from prior years. Applicant acknowledge that no oral representations, inducements, promises or assurances of any kind, and no representations, inducements, promises or assurances not set forth in these Rules and Regulations, have been made to Applicant.

19. NOTICES:

All legal notices to BFF must be in writing and delivered by hand delivery or postage prepaid delivery service with delivery confirmation (e.g., certified mail, registered mail, FedEx, etc.) to the following address: Bentonville Film Festival, LLC, ATTN: Business and Legal Affairs, 3435 Ocean Park Boulevard, Suite 107-628, Santa Monica, California 90404.

All submissions must be delivered to the address provided in Paragraph 7 above.

All exhibition copies must be delivered to the address provided in Paragraph 11 above.

For any questions regarding submissions to the competition, please email submissions@bentonvillefilmfestival.com.

BFF Organizer may add to or amend these Rules and Regulations at any time. You are advised to repeatedly consult www.BentonvilleFilmFestival.com to review the latest rules.

These Rules and Regulations were last updated on September 12, 2017.

EXHIBIT "A"
APPLICANT CERTIFICATION STATEMENT
(this form is required to be executed and submitted with your submitted Film)

I, _____, the Applicant for the film currently titled _____ ("Film"), hereby certifies the following:

1. Any terms not defined in this applicant certification statement ("Applicant Certification Statement") shall be defined by the terms ascribed in the 2018 Feature Film Competition Rules and Regulations of the Bentonville Film Festival ("Rules").
2. I have full rights to enter into this Agreement with BFF.
3. I have read the Rules; I agree to abide by the Rules; and the Film is in compliance with the Rules.

Signature: _____

Print Name: _____

Email: _____

Phone: _____

Date: _____