



2019 BENTONVILLE FILM FESTIVAL EPISODIC (TV AND WEB SERIES) COMPETITION RULES AND REGULATIONS

By submitting an episode (hereinafter “**Production**”) to Bentonville Film Festival LLC and Bentonville Film Festival Foundation (hereinafter together “**BFF Organizer**”) for consideration in the 2019 episodic (tv and web series) competition (hereinafter “**Competition**”) of the 2019 Bentonville Film Festival (hereinafter “**Festival**”), the owner of the Production (hereinafter “**Applicant**”) agrees to be bound by these rules and regulations (“**Rules and Regulations**”).

1. ELIGIBILITY

- The Production may be a tv or web series pilot or one episode of a tv or web series.
- The Production must be no more than forty-five (45) minutes (inclusive of credits).
- The Production must meet the BFF Competition Qualifiers (listed below).
- Applicants submitting Entries that contain significant non-English spoken dialogue must provide on-screen English subtitles.

2. BFF COMPETITION QUALIFIERS:

One of the reasons the Bentonville Film Festival is unique is because it exhibits inclusive and diverse productions – 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 Production to qualify for the Competition, the Production 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 Competition means:

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

Applicant must fill out the BFF Diversity Questionnaire upon entry, which is found on the Withoutabox submissions page.

3. KEY DATES:

Submissions Open: August 31, 2018

Early Entry Deadline: Must arrive by October 10, 2018 at 11:59 p.m. PST

Official Deadline: Must arrive by December 14, 2018 at 11:59 p.m. PST

Late Entry Deadline: Must arrive by January 5, 2019 at 11:59 p.m. PST

4. SUBMISSION FEES:

Early Entry Deadline: US\$30

Official Deadline: US\$40

Late Entry Deadline: US\$60

5. APPLICANT ELIGIBILITY:

EACH APPLICANT MUST ELECTRONICALLY SIGN AND SUBMIT THE 2019 BENTONVILLE FILM FESTIVAL EPISODIC COMPETITION “APPLICANT CERTIFICATION STATEMENT” (FOUND ON (WHERE IS THIS FOUND) 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.

6. 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 Production 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: 3435 Ocean Park Blvd Suite 107-628 Santa Monica, CA 90405. 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 17, 2019. 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.

7. 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 (August 31, 2018 to May 17, 2019).

8. SCREENINGS DURING THE FESTIVAL:

Applicants acknowledge that BFF has the sole right to select the submissions that will be showcased or exhibited at the 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 Production at the 2019 Festival, currently scheduled for April 30, 2019 through May 5, 2019, in Arkansas, for zero dollars (\$0); All ticket sales and proceeds are property of BFF.

9. 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 2019 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.

10. EXHIBITION DELIVERABLES:

In order for the Production to be showcased at the Festival, BFF will need a specific exhibition format. BFF will notify Applicants of such format. Upon notification, Winners must deliver the requested format to BFF’s office located at tbd by no later than tbd.

11. PUBLICITY DELIVERABLES:

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

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

the Production’s title, the Production’s synopsis and other Publicity Deliverables, and any of the 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 2019 festival film guide, the 2019 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 Production’s screening at the 2019 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 2019 Festival sponsors, and their respective advertising and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Festival.

12. BFF PRIZES:

The winners of the BFF 2019 Episodic Competition’s Jury Award for Best Episodic will be announced in May 2019. Prizes and prize limitations to be announced soon.

13. Errors and Omissions Insurance:

If Applicant’s Film is selected to screen at the 2019 Festival, Applicant must sign a non-exclusive

limited film festival screening license agreement to allow BFF Organizer to screen the Film at the 2019 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.

14. 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 Organizer the Production's rights for the purpose of exhibition at the Festival and to license clips of the Production and publicity photos to the Festival Entities' for advertising the Festival for no compensation to Applicant or any third party; (b) the Production, 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 Production, 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 Production 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. In addition, Applicant represents that there are no claims or litigation pending or threatened with respect to the Production that would adversely affect the BFF Organizer.

15. 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' Production, (ii) Applicant's participation in the Competition or in any Competition-related activity; or (iii) any breach or alleged breach, or claim by a third party with respect to any warranty, representation or agreement made by Applicant.

BFF Organizers reserve the right to amend these rules at any time in its sole discretion.

16. DISPUTE RESOLUTION:

Entrant expressly acknowledges and agrees that the Bentonville Film Festival shall be entitled to injunctive or other equitable relief (an "Relief") to restrain, prevent or enjoin any breach of this agreement by Applicant, and the Applicant hereby waives any right to notice of any action or proceeding for a Relief and consents to and accepts entry of an order of Relief in any court which may have jurisdiction in connection therewith. The prevailing party in any legal proceeding brought pursuant hereto shall be entitled to recover all of its outside attorneys' fees and all other costs related to such a legal proceeding. Unless otherwise stated herein, this Agreement shall be governed by and interpreted in accordance with the laws of the United States and the State of California (without regard to the conflicts of law provisions thereof), and the contestant hereby submits to the jurisdiction of the state and federal courts located in Los Angeles County, California.

17. 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 6 above.

All exhibition copies must be delivered to the address provided in Paragraph 9 above.

18.MISCELLANEOUS: Applicant hereby acknowledges that Applicant has the right to consult with an attorney of his/her 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 acknowledges 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.

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

BFF 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 August 24, 2018.

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

I, _____, the Applicant for the production currently titled _____ ("Production"), 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 2019 Episodic 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 Production is in compliance with the Rules.

Signature: _____

Print Name: _____

Email: _____

Phone: _____

Date: _____