

# BRIEFS Erotic Short Film Competition

## Declaration of Eligibility & Release

Submission Title: \_\_\_\_\_

Submission Length: \_\_\_\_\_ Preview Link: \_\_\_\_\_

Entrant Name: \_\_\_\_\_

Age: \_\_\_\_\_ DL #: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Phone #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Mailing Address (Attention): \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

**Entrant hereby represents and warrants that:**

- Entrant has read and understands this Release and the Official Rules;
- Entrant is at least eighteen (18) years of age, and Entrant is in sound health and has no physical or mental disability that would create any unusual risk or harm to Entrant or to others from Entrant's participation
- Entrant is not Sponsor, a Co-Sponsor, or any other person involved with the design, production, execution or distribution of the Contest.
- The social security or taxpayer ID number indicated above is Entrant's correct number for all income tax reporting purposes;
- In preparing the Entry, entering and participating in the Contest, and possibly accepting a cash Prize, Entrant has complied and will comply in all respects with the Official Rules, including without limitation 18 U.S.C. §2257, and has not violated any confidentiality, employment, consulting, intellectual property assignment, or license agreement;
- The Entry consists entirely of Entrant's own original work in which Entrant holds all necessary rights, including without limitation copyrights, trademark rights, and rights of publicity, and neither the Entry nor the duplication, distribution, display, performance, use, or other exploitation of the Entry will infringe or misappropriate any intellectual property or other proprietary rights of any individual or entity, including without limitation any copyrights, trademark rights, rights of publicity, or privacy rights;
- Entrant will not use Sponsor's or any Co-Sponsor's name, trademark, logo or other information of Sponsor or Co-Sponsor in connection with the Entry or in connection with any other film, including without limitation in connection with the Entry's promotion, performance (other than in the Contest), or commercial exploitation; and
- All other information indicated above is true and complete in all respects.

**Understandings:** Winner understands and agrees that winner is solely responsible for complying with any and all applicable federal, state, provincial, local, or other laws or regulations and for bearing any personal income, VAT, or other taxes, fees, insurance, surcharges or other costs relating to the cash Prize;

**Property:** Entrant understands that, pursuant to the Official Rules, Sponsor may edit, publicly display, or use the Entry to promote the Contest (as in a promotional video, for example). Entrant also understands that neither Sponsor nor any Co-Sponsor is required to make any use of the Entry.

**Publicity:** Entrant understands that, pursuant to the Official Rules, by entering the Contest Entrant consents to the use by Sponsor of any information related to the Contest, including the film, film stills, professional bio and photo that Entrant submits for that purpose. Stage names may be used. All consents and permissions granted by Entrant under this Section are called the "**Permission**". Entrant understands that there is no compensation other than the Prize for the Permission or any appearances Entrant might make in connection with the Permission.

**Release:** Entrant releases and holds harmless Sponsor, Co-Sponsors, and each of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, and representatives from any and all responsibility or liability arising out of or relating to: (a) the Contest or the showing of any film entered in the Contest; (b) any entries that have been tampered with or that are misdirected, incomplete, non-conforming, corrupt, lost, late, or ineligible; (c) computer, telephone, cable, satellite, network, hardware, or software malfunctions or failures; garbled or jumbled transmissions; or Internet or website accessibility or delays; (d) printing or typographical errors in any Contest-related materials; (e) any other technical or human errors occurring in connection with the Contest; (f) any violation of the Official Rules; and (g) the Permission or use of the Permission by Sponsor or any Co-Sponsor (collectively, the "**Causes**"). Winner agrees never to sue or initiate legal action against Sponsor or any Co-Sponsor regarding any type of loss or injury Entrant might suffer if that loss or injury arises out of or relates to any of the Causes.

**General:** This Release, together with the Official Rules, represents Entrant's entire agreement with Sponsor or Co-Sponsors relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements or understandings between Entrant and Sponsor or Co-Sponsors relating to that subject matter. Entrant agrees that this Release and the Official Rules will be interpreted by, and enforced in accordance with, the laws of the State of California and applicable U.S. federal law, without regard to any conflict of laws principles. Entrant irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Oakland, California, and waive any objection thereto.

**ENTRANT HAS READ THE ABOVE RELEASE, FULLY UNDERSTANDS ITS TERMS, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ENTRANT.** To indicate Entrant's consent to the representations and agreements written above, Entrant has signed this Release on the date indicated.

Submission Title: \_\_\_\_\_ Date: \_\_\_\_\_

Entrant's Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_