



2010 SUBMISSION INFORMATION AND ENTRY POLICY

*****FESTIVAL SUBMISSIONS WILL NOT BE RETURNED*****

*****ALL DVD'S MUST BE IN NTSC FORMAT*****

Feature Film Entry Requirements

All submitted work must have been completed, or scheduled to be completed, between January 1, 2009, and December 31, 2009.

All film submissions must be accompanied by a completed and signed Entry Form, and 5 (five)-preview copies of the work on DVD's for judging purposes. DVD's must be labeled with the title, running time, Name, Address, Phone Number and Email Address.

Multiple entries may be submitted. However, **each** entry must be accompanied by a separate, completed signed entry form, submission fee, and meet all submission requirements.

Short Film Entry Requirements

Short Films are projects between 1-15 minutes in length and can range from PSA's to music videos. Entry Requirements are the same as Features with the exception that three (3) DVD copies will need to be submitted. All music will need to be cleared for internet and festival use in order to be qualified for the on-line short film festival.

Submission Deadlines and Fees

	Early Bird 10/21/2009	Regular 11/02/2009	Late 11/09/2009
Features	\$40.00	\$50.00	\$60.00
Shorts	\$25.00	\$35.00	\$40.00

*****Please send Money Order or Cashier's Check in U.S. funds payable to X-Dance, LLC, or pay using PayPal on X-Dance.com. NO PERSONAL CHECKS WILL BE ACCEPTED*****

Notification of Acceptance

Notification of acceptance to finalists will be made by December 7, 2009. All entries will be notified via email and finalists will be posted on www.x-dance.com.

Upon acceptance, feature films will require the following:

- DV-CAM or DVD copies in NTSC FORMAT
- Two minute trailer for Web use (For trailer specifics **see below**)
- High-resolution jpg image of the DVD cover art
- One paragraph synopsis
- Filmmaker(s) Biography
- Press Packet and any PR materials.

The aforementioned materials will be used for Film Festival Program and PR purposes.

Trailer Specifics

X-Dance will have a media partner who will need a two-minute trailer with music cleared for Cable TV and internet use. Trailers must be submitted on DVD (uncompressed Quick Time) or DV-CAM. This footage serves multiple purposes:

- 1) Award-winning films will have this clip presented on the big screen at the Award Ceremony that may be streamed over the internet and/or on cable TV.
- 2) On-line media and cable networks covering the X-Dance Action Sports Film Festival will have access to this footage to include with filmmaker/athlete interviews and over all festival coverage.
- 3) The trailer will be featured on the X-Dance website and on partner websites promoting the Film Festival and your film. If you don't have music cleared for broadcast, a trailer without music may be submitted.

Specifically, you must provide all necessary licenses, clearances, releases or permissions (collectively "Rights") and pay any and all necessary fees required in connection with the footage supplied in the two minute trailer, including, without limitation:

- 1) all applicable music clearances and licenses in perpetuity throughout the universe for satellite, cable and free television (other than blanket performing rights and society public performance licenses with ASCAP and BMI, which shall be procured by X-Dance's broadcast partners),
- 2) all licenses, consents, or releases for the use of the names, likenesses, trade and service marks of the individuals and entities associated with or appearing in the two-minute trailer;
- 3) all applicable fees for the license or use of third party footage appearing in the two-minute trailer; and
- 4) all releases for locations (when applicable) and artwork (if any) appearing in the two-minute trailer.

The X-Dance Action Sports Film Festival reserves the right to use festival submissions

and press materials, or portions of each selected work for publicity and promotional purposes.

Questions regarding music clearances can be directed to Mark Wheadon at mark@x-dance.com.

Awards

Submissions will be judged on the basis of five **equal** merits: CINEMATOGRAPHY, EDITING, STORY, MUSIC, and ACTION.

JURY AWARDS will be given for BEST CINEMATOGRAPHY, BEST EDITING, BEST SOUNDTRACK, BEST ORIGINAL MUSIC, BEST CORE FILM, ATHLETE OF THE YEAR, BEST SHORT, EMERGING DIRECTOR, BEST BIOGRAPHY and BEST FILM.

All works selected for screening receive four (4) VIP/All-Access passes for the 2010 X-Dance Action Sports Film Festival.

Shipping Information (Please use the following addresses.)

Each entry must include the following for each film submitted:

- Completed and signed entry form
- Proof of PayPal payment, money order, or cashier's check made payable to X-Dance, LLC

If you do not include proof of payment or payment, your film will not be viewed therefore ineligible for the festival until proof of payment or payment is received. The above payment deadlines are in effect the day X-Dance receives payment, not the day films are received.

USPS

X-Dance Action Sports Festival
C/O Brian Wimmer
RR#3 Box H-1
Sundance, UT 84604

FED-EX / UPS

Brian Wimmer
X-Dance Film Festival
2564 Conifer Creek Road, Sundance
Provo, UT 84604
801-376-9970

Please do not require a signature for delivery (if possible)

FEATURE FILM SUBMISSION QUESTIONS

Brian Wimmer
Festival Director
PH: 801.376.9970
FAX: 801.224-1054

EMAIL: sundancekid@qwest.net

WEB: www.x-dance.com

SHORT FILM & MUSIC CLEARANCE QUESTIONS

Mark Wheadon: mark@x-dance.com

2010 ENTRY FORM

PLEASE PRINT LEGIBLY

FILM TITLE: _____

Feature Film: _____ Short Film: _____

Film Genre: _____

Total Running Time: _____

Film Completion Date: _____

CONTACT INFORMATION

Name: _____

Production Company: _____

Address: _____

City: _____ State/Province: _____

ZIP or Postal Code: _____ Country: _____

Phone: _____ Mobile Phone: _____

Email: _____

Director(s): _____

Producer(s): _____

Executive Producer(s): _____

Principle Athletes or Actors: _____

I, the Director or Producer of the film submitted with this application, hereby represent, warrant, and agree as follows, with regard to the film and any material submitted at any time in connection therewith (altogether, the "Film"):

a) Compliance, Ownership & Authority:

I have read, understood and complied with all eligibility and submission requirements for the 2010 X-Dance Action Sports Film Festival ("Festival") as determined by X-Dance, LLC. I either (a) am the sole owner of any and all rights to the Film, or (b) am duly authorized by all owner(s) of the Film to submit it and make all of the representations, warranties, and agreements herein. I am of the age of majority in all relevant jurisdictions and in any event am at least eighteen (18) years of age, or else have had my parent(s) or guardian(s) sign below as required.

b) Rights & Clearances:

With regard to any and all present or future formats and technologies throughout the universe in perpetuity: all copyright, neighboring rights, trademark, personality rights (e.g., life story rights, rights of privacy or publicity or commercial appropriation), and all other rights have been cleared from all persons and entities who either appear in the Film in any form (i.e. audio, visual) or have a protected interest in some element (i.e. name, title, music, images), such clearance being for all festival-type usage; all payments required in connection with such clearances have been, or will be, paid by myself or the owners; the Film does not defame any person or entity; all titles, stills, and footage, and the names, likenesses, and biographical information of all persons in the credits or otherwise in the Film, may be used by X-Dance for promotional purposes such as for the Festival, and X-Dance is authorized to pull and edit such stills, clips, etc. from the Film for that purpose, without liability for violation of 'moral' or similar rights; and all music (including compositions and masters) has been cleared for all festival-type usage. The Film is not subject to litigation nor is threatened by any litigation; exhibition at the Festival and all other authorized

usage herein shall not violate any law or conflict with the contractual or other rights of any person or entity. With regard to trailers, all music therein will have to have been cleared for all promotional usage (for example, television, internet (streaming, downloading, etc.), mobile, Ipod).

c) Content and Effect of this Agreement or Selection of the Film:

All of the information I have provided herein is true and correct. This Agreement shall inure to the benefit of the Festival, X-Dance, LLC, its subsidiaries, and affiliates, and the licensees thereof (altogether "X-Dance"), and the owners, members, managers, directors, officers, employees, agents, other representatives, and sponsors of the foregoing. If the Film is selected for exhibition, no confidentiality, fiduciary, monetary, or any other obligation or endorsement shall be implied or created thereby, and X-Dance reserves the right to revoke such acceptance or related privileges at any time with or without cause. I hereby agree, and have obtained all other owners' agreement, to indemnify and hold X-Dance harmless and defend it against all claims, demands, losses, damages, judgments, liabilities (including attorney's fees and costs) arising in connection with any (a) actual or alleged breach of any of the representations, warranties, or agreements herein; (b) claims, whether or not groundless, in connection with the Film, or (c) damage to the video, DVD, print, or other promotional or other materials in transit to or from or in possession or control of X-Dance.

d) Miscellaneous:

All headings are for convenience only. All disputes arising in connection herewith shall be interpreted under the laws of the State of California and referred exclusively to arbitration in the Los Angeles area before a single arbitrator familiar with entertainment law approved by the Independent Film and Television Alliance (IFTA, ex-AFMA); the arbitral award shall include reasonable attorneys fees and costs, and may be enforced in any court having jurisdiction thereof.

Signature: _____ Date: _____

Signature of Parent/Guardian (If under 18) _____