



Festival Rules and Conditions:

1. All submissions must be RECEIVED by MLT Group Advertising & Marketing NO LATER THAN 5pm October 25th, 2007. Submissions may be mailed or dropped off*.

Mailing Address: 411 N. Broadway / Rochester, MN 55906

Drop off Address: 411 N. Broadway* / Rochester, MN

*normal business hours: Mon – Fri, 9 am – 5 pm

2. Each submission must be accompanied by a non-refundable entrance fee** and the completed entry form. Entry fee is \$12 per film for students and \$24 for non-students. Make check, money order, or cashier's check payable to: MLT Group or pay on-line with credit card at <http://www.mltgroup.com/payonline.php> (If paying on-line be sure to include a note with the payment clearly indicating the title of the film entry being paid for AND include with the hard copy submission form a note that the entry fee was paid on-line with the name of the person paying and the date paid.)

**entrance fee carries with it two complimentary passes to the red carpet event on Friday, November 9th, 2007. Contact festival staff for details and updates at 507-281-3490 or info@RochFilmFestival.com

3. The film may be NO LONGER THAN 12 minutes in length, including titles and/or credits.

4. Each film MUST include a 30 second introduction of the Contestant/film maker (or representative) & the film. (Not included in the 12 minute time limit)

5. The film and all materials used therein must be the CONTESTANT'S original work, meaning that the work must not infringe on the copyright of any other person. (See #8 below)

6. The films will be rated for content prior to showing. Standard film industry ratings will be used: (G, PG, PG-13, R, NC-17). MLT Group reserves the right to disqualify and not show any film deemed inappropriate for the festival due to poor quality or offensive material. Offensive material includes, but is not limited to; hate themes, excessive sex or violence, and themes promoting the use of illegal substances. Entry fees are not refundable in the case of an entry being judged unsuitable for the festival.

7. The film must be submitted in DVD or DV formats (such as Mini-DV, DVC Pro, DV8, etc.).

8. CONTESTANT shall assume all responsibility pertaining to all relevant and/or desirable rights clearances, permissions, releases, and consents, including, without limitation, pertinent releases from all persons appearing in the film, location releases for all recognizable locations, music releases, and releases from all creative consultants or others who assisted in the creation of the film.

9. By signing this form, CONTESTANT gives MLT Group permission to show his/her film at the Rochester Independent Short Film Festival and to include the work in whole or part in any compilation of the works shown at the festival, and/or for the purposes of advertising.

Not following or meeting these rules and conditions may be cause for disqualification.

General. By entering this Contest, entrants agree to abide by the terms of these Official Rules, which are final and binding on all matters pertaining to this Contest. All federal, state, and local laws and regulations

apply. All taxes (including, without limitation, federal, state, and local taxes) on or connected with any prize (including, without limitation, prizes that are opportunities to make donations to a charitable organization), and the reporting consequences thereof, are the sole and exclusive responsibility of respective winners. Each Winner must, if so requested by Promoter, complete Promoter's winner verification process and/or execute and return an Affidavit of Eligibility and a Liability/Publicity Release within a period of time required by Promoter. All prizes awarded in connection with the Contest are nontransferable and nonendorseable. No substitution of prizes is permitted. The Promoter or Host's employees or agents or representatives may view all Concepts in the interest of providing technical assistance to Contestants. Technical questions may be referred to Host for assistance at Promoter's discretion. Dates of official announcements are subject to change.
Release, Waiver, and Indemnification.

BY ENTERING THE CONTEST, ENTRANTS RELEASE AND HOLD THE PROMOTER AND HOST AND ALL OTHER CONTEST ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY (INCLUDING, WITHOUT LIMITATION, THE REMOVAL FROM THE SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY SUBMISSION OR OTHER MATERIAL), OR RESULTING DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY. THE PROMOTER, THE HOST AND CONTEST ENTITIES DO NOT NOW AND SHALL NOT HAVE IN THE FUTURE ANY DUTY OR LIABILITY, DIRECT OR INDIRECT, VICARIOUS, CONTRIBUTORY, OR OTHERWISE, WITH RESPECT TO THE INFRINGEMENT OR PROTECTION OF AN ENTRANT'S INTELLECTUAL PROPERTY RIGHTS, IF ANY, RESPECT TO ANY SUBMISSION OR CONCEPT, REVIEWS, MATERIAL, VIDEO AND/OR OTHER MATERIALS PROVIDED IN CONNECTION WITH THE CONTEST. BY ENTERING THE CONTEST, ENTRANTS RELEASE, WAIVE ANY CLAIMS WITH REGARD TO, AND HOLD HARMLESS THE PROMOTER, THE HOST AND THE CONTEST ENTITIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND THAT ARE OR COULD BE ASSERTED WITH RESPECT TO ANY MATTER RELATING TO THE CONTEST. ENTRANTS FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD THE PROMOTER, HOST AND ALL OTHER CONTEST ENTITIES HARMLESS FROM ANY AND ALL DAMAGES, LIABILITIES, FEES AND COST INCURRED IN DEFENDING AGAINST ANY THIRD PARTY CLAIMS OR THREATS OF CLAIMS ASSERTED AGAINST PROMOTER, HOST AND/OR OTHER CONTEST ENTITIES ARISING FROM ANY ENTRANT'S PARTICIPATION IN OR CONDUCT ASSOCIATED WITH THE CONTEST. Force Majeure. Nonperformance of any party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquakes, war, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the reasonable control, and not caused by the negligence of, the nonperforming party. Governing Law and Waiver of Damages. The Contest and these Official Rules are governed by and shall be construed in accordance with the laws of the State of Minnesota, United States of America

Privacy. Information submitted in connection with the Contest will be treated in accordance with these Official Rules and the Site's Privacy Policy, provided that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail. All Contestants and Team Members hereby acknowledge and agree that Promoter will have access to some or all of their personally identifiable information, including but not limited to registration information collected by the Host.

I have read and understand, comply and agree fully with all the RULES AND CONDITIONS for The 3rd Annual Rochester Independent Short Film Festival. By signing this legal document, I am taking full responsibility and liability for any and all my actions. Furthermore, I indemnify Rochester Independent Short Film Festival, all its affiliates, sponsors, agents, consultants, and judges of and from any and all claims (direct or indirect) or third parties, loss or liability, whether or not groundless, that may be asserted against you or incurred by you or any of your associates, at any time in connection with said material.

CONTESTANT's Signature

Date

Note: A separate entry form and entry fee is required for each short film you submit.