

HBO® SHORT FILM COMPETITION SUBMISSION INFORMATION

FILM INFORMATION (this information will be posted at abff.com and withoutabox.com and collected at Withoutbox.com where entrants will upload their films.

HBO Short Film Competition* (maximum running time 20 minutes)
Final Deadline: Feb 15, 2018

* Please note submission fees start at \$45.

FILM

Title: _____

Running Time (20 min. max. incl. of credits): _____

Year of Production: _____

Genre: _____

Original Film Format: _____

Screening history in the U.S. and abroad (incl. festivals and any prizes/awards received):

PRIMARY CONTACT PERSON

Name:

Position in Relation to Film:

Address:

City:

State:

Zip:

Day Phone:

Eve. Phone:

Cell:

Fax:

E-mail:

FILM CREDITS

Director:

Writer:

Producer:

Executive Producer:

Camera:

Editor:

Principal Cast (lead actors/actresses only):

HBO SHORT FILM COMPETITION SUBMISSION FORM (Page 2)

ELIGIBILITY REQUIREMENTS

1. Films must have been directed and/or written by a person of African descent.
2. Filmmaker must be 18 years of age or older.
3. Competition is open to U.S. and international entries.
4. Films must be in the English language or contain English subtitles.
5. As agreed Films submitted to the HBO Short Film Competition for the 2018 American Black Film Festival must not have been previously exhibited on, or licensed for exhibition on, any form of television (i.e., free tv, basic or pay cable, pay-per-view and/or subscription programming services) and, prior to the scheduled ABFF screening date within June 13-17, 2018, FILMMAKER/OWNER/ENTRANT shall not permit the film to be exhibited, or enter into a license or make any agreement to exhibit the film, on any form of television. These conditions apply to exhibitions or licenses under the film's current title or any other title, or in any form that is, in HBO's sole opinion, substantially similar to, or derivative of, the current film.
6. Films must have commenced principal photography on or after January 1, 2017.
7. In addition to the above, films must not exceed the maximum running time of twenty (20) minutes and must not have been previously submitted to the HBO Short Film Competition under its current or any former title, or in any form that is, in HBO's opinion, substantially similar to or derivative of the current film. Films must not have had any previous exhibition on broadcast or cable (by means of any method or medium) or online. Employees of Home Box Office, Inc. ("HBO") and any other Time Warner entity (including all permanent and temporary employees) and their immediate family members and/or those living in the same household are not eligible to participate in the HBO Short Film Competition.
8. Each entry must be submitted via Withoutabox.com by no later than the final deadline of February 15, 2018 at 11:59 pm EST.

SUBMISSION MATERIALS

Each submission entails the following:

Submit your film and information online via Withoutabox.com. In addition to the information required on page 1 of this form, your submission must include the following:

1. Film synopsis
2. Photo still from the film
3. Filmmaker bio
4. Filmmaker photo
5. A PDF copy of your executed HBO Short Film Competition Release downloadable from ABFF.com.

Please download, sign and scan a digital copy to be included with your submission. Payment of the \$45 submission fee online is required at the time of submission.

Please note: Applicants will be notified of the festival's decision by May 1, 2018.

IF YOUR FILM IS SELECTED

1. You agree that you will not negotiate with anyone other than HBO prior to September 21, 2018, with respect to acquiring any rights in the film.
2. You agree that you will be solely responsible for the shipping of your film to and from the ABFF Office. If your film is selected as a semi-finalist or finalist, you will be required to provide one high resolution downloadable digital copy of your film for semi-final jury and final screening purposes, to be delivered promptly following notification of your selection, but no later than May 13, 2018.
3. Immediately after notification of your selection, you must deliver to ABFF one (1) photo still from the film, one (1) photo still of the qualifying filmmaker (jpeg. format) and any additional press materials.
4. HBO will provide round-trip air and hotel accommodations and festival credentials for you (if there is more than one filmmaker, one (1) must be selected to represent the film) and one (1) guest.

HBO SHORT FILM COMPETITION RELEASE

I certify that the film that I am submitting to the HBO Short Film Competition (the "Film") for the 2018 American Black Film Festival (the "Festival") is original to me, that I own all rights to the Film necessary for submission, and that the Film and I meet all of the Eligibility Requirements for the HBO Short Film Competition set forth online at abff.com and withoutabox.com. I represent and warrant that no rights in the film have been transferred to any third party, and that I will not transfer any rights in the Film prior to the selection of the five (5) finalist films to be screened at the Festival. I further represent and warrant that if the Film is selected as one of the five (5) finalist films, in consideration for mutual promises and other good and valuable consideration, including the award of a monetary prize and payment by Home Box Office, Inc. ("HBO") of my transportation and certain other expenses in connection with my attendance at the Festival, I will not negotiate with any party with respect to any rights in the Film prior to September 21, 2018; provided, however, that during such time, at HBO's request, I shall negotiate in good faith exclusively with HBO with respect to HBO's acquisition or exclusive license of the Film for the exhibition thereof by any means in any and all media. I acknowledge that Home Box Office, Inc. ("HBO") and Film Life, Inc. ("Film Life") may receive other films that are similar to the Film or the ideas expressed in the Film that I am submitting. I further understand that any ideas or materials submitted or communicated by me to HBO as part of the application process and/or during or after the Festival may reference ideas, themes, subjects or issues that are incorporated or dealt with in a project already under consideration, in development, or in production at HBO, and that HBO is under no obligation to compensate me for any such ideas or materials, or for any ideas or materials (a) in which HBO has no interest, (b) that are not novel, unique or protectable under United States law, (c) that are in the public domain or publicly known or available prior to the date of the submission by me, (d) that are in HBO's possession or available to HBO from another source prior to or after the submission by me of the ideas or materials, or (e) that become part of the public domain or publicly known or available by publication or otherwise subsequent to the submission by me of the ideas or materials.

I hereby authorize HBO and Film Life to exhibit the Film at the Festival and to use the publicity information and photos submitted by me or on my behalf in their marketing and publicity efforts in connection with the Festival. If the Film is selected as one of the five (5) finalist films to be screened at the Festival, I further authorize the use by HBO and Film Life of stills and clips from the Film, not to exceed two (2) minutes in the aggregate, in any and all media for advertising and promotional purposes in connection with HBO, Film Life and/or the Festival.

I UNDERSTAND THAT EXCEPT AS PROVIDED FOR UNDER THE ELIGIBILITY REQUIREMENTS AND REGULATIONS OF THE HBO SHORT FILM COMPETITION, NEITHER HBO, FILM LIFE, NOR ANY OTHER PARTY SHALL BE UNDER ANY OBLIGATION TO COMPENSATE OR CREDIT ME IN ANY WAY FOR THE USE OF THE FILM OR ANY IDEAS OR MATERIALS COMMUNICATED BY ME TO HBO OR FILM LIFE DURING OR IN CONNECTION WITH THE COMPETITION OR THE FESTIVAL, AND I HEREBY IRREVOCABLY RELEASE AND DISCHARGE HBO, FILM LIFE, AND THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS FROM ANY CLAIMS WHICH I NOW HAVE OR MAY EVER HAVE FROM OR RELATING TO ANY USE OF THE FILM OR ANY COMMUNICATIONS WITH HBO OR FILM LIFE DURING OR IN CONNECTION WITH THE COMPETITION, THE FESTIVAL, OR IN ANY MANNER PERMITTED HEREUNDER.

I further hereby warrant, represent and covenant to HBO as follows:

1) The Film, and any portion thereof, or any other footage or element provided to HBO hereunder, or any advertising, promotional, publicity or other material supplied by me in connection with the HBO Short Film Competition, will not contain any language or material that is obscene, libelous, slanderous or defamatory and will not violate, infringe upon, or give rise to any adverse claim with respect to, any common law or other right whatsoever (including without limitation any copyright, trademark, literary, dramatic, comedic, musical or photoplay right, right of privacy or publicity or contract right) of any person, corporation or other entity, or violate any other applicable law.

2) I have acquired, currently own and am in possession of all rights required to grant necessary rights to HBO hereunder, and if the Film is selected as a finalist film, will deliver to HBO copies of all such documents as evidence of my acquisition of such rights (including without limitation all copyrights, music rights, still photo, film or videotape footage licenses, individual releases or clearances, or other appropriate licenses of all elements of the Film), or that such constituent elements are owned by me or are in the public domain.

3) With respect to each musical composition contained in the Film and all other materials provided to HBO hereunder, the non-dramatic music performing rights necessary for HBO's exercise of the rights granted hereunder are: (a) either (i) controlled by American Society of Composers, Authors and Publishers or Broadcast Music Inc., (ii) in the public domain or (iii) owned or controlled by me, so that no additional clearance of, or payment with respect to, such rights is required by HBO for use of the Film hereunder, and (b) available for direct license by HBO from the publisher(s) controlling such rights.

4) I agree to furnish to HBO a music cue sheet setting forth with respect to each musical composition contained in the Film such composition's running time, composer, publisher and performing rights society.

5) The credits contained in the Film as delivered to HBO are complete and accurate and omit no party or entity entitled to any credit for providing services on the Film, nor is any credit provided therein inaccurate, improper or insufficient.

6) There are no claims, litigation or other proceedings pending or threatened against the Film or any elements therein.

7) I hereby irrevocably release and discharge HBO and its licensees, successors and assigns from any claims that I now have or may ever have from or relating to any use of the Film.

I HAVE READ THIS RELEASE CAREFULLY AND I UNDERSTAND ITS CONTENTS. No representations have been made to me other than those set forth in this Release and this Release states my entire understanding with reference to the Film. I acknowledge and agree that this Release will be governed by and construed under the laws of the United States and the State of New York, without regard to choice of law provisions. I further acknowledge, agree and hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Southern District of New York and the State Courts of the State of New York, New York County, in any litigation arising out of the Release.

Date: _____

NAME:(Please print) _____

SIGNATURE: _____

ADDRESS: _____

If releasor is not yet 21 years old, complete the following form:

I, the undersigned, hereby warrant that I am the _____ * of _____, a minor, and have full authority to authorize the above Release which I have read and approved. I hereby release and agree to indemnify the licensed parties and their respective successors and assigns, from and against any and all liability arising out of the exercise of the rights granted by the above Release.

DATE

WITNESS

Signature of Parent or Guardian

ADDRESS

ADDRESS

*insert the word "parent" or "guardian," as appropriate.