



Wrocław, 14-16 November 2012

within the framework of **3. American Film Festival**, 13-18 November 2012

TERMS & CONDITIONS (REGULATIONS)

Terms and Conditions herewith are governed by law of Poland and I herewith submit to the exclusive jurisdiction of courts in Poland.

On behalf of the project being submitted (hereinafter also as "the Project"), by signing this document I acknowledge and agree as follows in connection with the Project's submission for consideration for the US in Progress (hereinafter also as "the USP"):

- 1] the Project is in-progress, it is developed more than just at the script phase yet not fully produced or post-produced.

- 2] the treatment or the script for the Project has been registered with either the Writers Guild of America West [WGAW] or the Writers Guild of America East [WGAE] or the Library of Congress [LoC] prior to submitting to the USP, and the REGISTRATION NUMBER is I hereby acknowledge that there shall be NO EXCEPTIONS, and that all projects not providing a WGAW or WGAE or LoC registration number will be returned. I understand that the USP wishes to ensure that my project is fully registered and protected, prior to being reviewed by anyone participating in the USP.

- 3] I hereby represent and warrant to the USP organizers on behalf of myself and the Project's Owners that: (a) I am duly authorized, on my own behalf and on behalf of all other persons or entities who have any ownership rights or interests (including, without limitation, intellectual property rights) in or relating to the Project (the "Project's Owners"), to present this Project at the USP, (b) presentation of the Project at the USP will not violate any law or any right or consent of any person or entity; and (c) the Project is not subject to any litigation, arbitration, or other adversarial claim or proceeding, nor is the Project the subject of any threat of litigation, arbitration, or other adverse claim or proceeding.

- 4] I hereby represent and warrant, on behalf of myself and the Project's Owners, that the presentation of the Project at the USP will not violate or infringe any copyright, patent, privacy right, publicity right, trademark, service mark or any other personal or property right of any person or entity, and that the Project does not constitute or include a defamation of any person or entity. I have paid and will pay in full any necessary license fees, clearance fees, and other obligations, of any kind, arising from or associated with the presentation of the Project at or in connection with the USP.

- 5] In the event that the Project is selected for presentation at the USP, I acknowledge, on behalf of myself and the Project's Owners, that presentation of the Project does not and will not create any confidential or fiduciary relationship between the USP organizers on the one hand and myself and/or the Project's Owners on the other. I acknowledge that no obligation of any kind is assumed by, or may be implied against, the USP

organizers in the event of, by virtue of, or as a result of the USP's selection of the Project. I and the Project's Owners understand and acknowledge that the selection of the Project by the USP does not and will not in any way constitute an express or implied endorsement or approval by the USP of the content of the Project or any opinion expressed therein.

6] I agree, on behalf of myself and each of the Project's Owners, to indemnify and hold harmless the USP, together with each of their parents, affiliates, officers, directors, employees, attorneys, creative advisors, agents and representatives (collectively, "USP Related Parties") from and against any and all claims, losses, liabilities, damages, fees and expenses (including, but not limited to, reasonable attorney's fees and other costs) that may be asserted by any person or entity or may be incurred by the USP, USP Related Parties at any time in connection with the Project or the USP's use thereof, or arising from any breach or alleged breach of any representation made by me to the USP, including, without limitation, any express or implied representation in these Terms and Conditions.

7] I warrant and agree, on behalf of myself and each of the Project's Owners, that the Project is being submitted to the USP voluntarily and without promise or inducement, and that the submission of the Project neither imposes nor creates any obligation or responsibility on the part of the USP or any USP Related Parties to accept the Project for the USP, to present the Project at the USP, or to return the Project to me or others. I further agree, on my own behalf and on behalf of the Project's Owners, that I and the Project's Owners, in submitting the Project for consideration, are waiving and relinquishing any right to assert any claim or commence any proceeding in any forum or tribunal against the USP organizers and USP Related Parties, based upon, arising out of or otherwise relating to the submission, presentation, or failure to present the Project (including, without limitation, claims relating to any failure or refusal to present the Project at the USP, the presentation or marketing of the Project at or in connection with the USP, alleged oral or written representations by the USP or its representatives relating to the submission or presentation of the Project, and any other matters arising from or relating to the submission of the Project), whether such claims may be based on theories of contract, implied contract, tort, statute, or other legal theory. In the event that any claim is asserted or any proceeding is commenced in violation of the agreement set forth in the immediately preceding sentence, I agree, on my own behalf and on behalf of each of the Project's Owners, to indemnify the USP from any and all claims, losses, liabilities, damages, fees and expenses (including, but not limited to, reasonable attorney's fees and other costs) that are incurred by any of the foregoing as a result of or in connection with any such claim or proceeding brought in violation of the representations and agreements set forth in this paragraph, including, without limitation, reimbursement of all attorney's fees incurred or to be incurred by the USP organizers or any USP Related Parties in connection with any claim, arbitration or other proceeding brought or initiated by me or any of the Project's Owners or any other representative of the Project.

8] In the event that the Project is accepted by the USP, I hereby grant, on behalf of myself and each of the Project's Owners, each of the following rights to the USP organizers and their related entities without reservations, conditions or qualifications: (a) the right to use footage, stills and/or titles, and information from or relating to the Project for promotional purposes; and (b) the right to issue and authorize publicity concerning the Project creators and the Project and to use all associated names, likenesses and biographical information. I also agree to provide contact information for the director and producer(s) of the Project.

9] I hereby understand that USP organizers are non-profit entities whose mission is to provide connectivity for filmmakers to potential sources of financing, distribution and other contacts and resources in order to help bring their projects to fruition, that it is the full responsibility of the filmmaker to capitalize on such connectivity, that USP can make

no guarantees about the success of any Project, and that USP organizers are operating in good faith to assist in any way it can.

10] I and the Project's Owners agree not to withdraw the project from the USP once it has been selected to participate in the USP, in other words after the date of the announcement of the selected projects on americanfilmfestival.pl website.

11] I and the Project's Owners understand and acknowledge that the selection of the Project by the USP entails the requirement from the selected Project to include USP logo in the Project's final ending credits.

12] The USP requires the filmmakers of the winning Project and the winning Project's Owners to secure the European premiere of the completed version of the winning project for the USP partner Champs-Élysées Film Festival in Paris (June 2013), unless the completed version of the winning project is officially selected by either Berlin International Film Festival, Cannes Film Festival, Locarno Film Festival or Venice Film Festival. Exemptions apply when agreed upon by mutual consent.

13] In the event that the Project is selected by the USP as the winning Project and awarded with the post-production package or service, I hereby understand that the USP has no responsibility for the implementation of the execution of the award and the awarded services and the USP will act solely as a contact party. Separate contracts between the Project and the Project Owners are to be prepared. General lines of such a contract and descriptions of the services awarded will be available before the USP dates.

14] By signing the document below, I freely and voluntarily give and express my full and complete acceptance of all of the terms and provisions set forth in these Terms and Conditions. I acknowledge that no oral representations, inducements, promises or assurances of any kind, and no representations, inducements, promises or assurances not set forth in these Terms and Conditions, have been made to me or the Project's Owners by the USP organizers and USP Related Parties.

Date and Signature