

## Official Entry Rules

Each person or entity who enters The Southern Appalachian International Film Festival (SOAPIFF) agrees to abide by these Official Entry Rules (as well as the Terms & Conditions of Entry), so please review this document carefully. Read, print this page, complete and sign the forms, and send them with your entry.

### About Entry

SOAPIFF, with support and cooperation from regional institutions, local agencies, East Tennessee State University, the Northeast Tennessee Art Commission, the JCDA, business and individual sponsors, presents films from the Festival competitions, retrospective screenings, related educational seminars and promotional events during the annual Southern Appalachian International Film Festival also known as SOAPIFF (the "Festival"). The purpose of SOAPIFF is to publicly recognize, promote and preserve the work of independent filmmakers and encourage film production and film culture in Southern Appalachia. SOAPIFF revives an annual film festival in the greater Tri-Cities, Tennessee, and the birthplace of the oldest continuous independent film festival in the American South (the Sinking Creek Film Celebration). SOAPIFF will entertain, educate and also present speakers, seminars and other art forms that play collaborative roles in film production and promotion. To that end, the organizers aim to provide festival entrants with an opportunity to showcase their movies to as wide an audience as possible with the premiere of their entries, if selected, at SOAPIFF in multiple theatres, and, when possible, via distribution of entry materials for promotional purposes separate from, and/or before, during and/or following the festival.

Preservation of film is important to SOAPIFF. SOAPIFF intends to prevent the loss of many independent films over time by placing films in an archive in the Archives of Appalachia, located in Sherrod Library on the campus of ETSU, purely for the purposes of preservation and research. It is worth noting that the missing footage from Fritz Lang's "Metropolis" was recently discovered in a film archive in Argentina. All entries (both selected and non-selected) will be added to the Festival collection in the Archives of Appalachia at ETSU where they may be preserved indefinitely for research. If you object to this, please let us know and we will not place your film in the archives.

The primary purpose of the festival is to support the creative work of movie makers by exposure, promotion and preservation of their movies. In order to attract the widest audience, movie screenings at SOAPIFF are presented free to the public. Mark D. Compton, Festival Executive Director, SOAPIFF.com markcompton@soapiff.com

### Key Dates

August 1, 2009: Entry Deadline (arrive by 6:00 pm EST)

### Film Requirements

- Each film must include presentational history, which lists festivals, TV, and internet showings with dates.
- All foreign language films must include English subtitling.
- Each film must include running time that includes both opening and ending credits.

### Entry Material Requirements

All entries must include the following:

1. 1-Minute preview trailer in QuickTime or Windows Media format on a separate CD and a dramatic Still Shot from the film.
2. 2 copies of your film on DVD\* formatted for North America or all regions, labeled with the film title, producer(s) name(s),

contact telephone number, and email address.

\* Make sure your DVD plays in its entirety on a standard North American consumer DVD player.

3. Music Sheet: listing all selections of music used in your film (title of composition, copyright owner, permission, duration used).

4. \$25 non-refundable entry fee. Accepted forms of payment include check or money order (U.S. dollars only), made payable to SOAPIFF.

5. A properly completed and signed ENTRY FORM and signed TERMS & CONDITIONS OF ENTRY.

Please note: Entry materials will not be returned.

### Multiple Entries

In order to be eligible, each entered film must comply with the foregoing ENTRY MATERIAL REQUIREMENTS (Each film must be accompanied by its own ENTRY FORM and be submitted on separate DVDs). Do not record more than one film per DVD.

### Eligibility

- Must meet all FILM REQUIREMENTS plus all four (4) ENTRY MATERIAL REQUIREMENTS.
- Entry must be received before the Entry Deadline (see KEY DATES), at the Shipping Address (see HOW TO ENTER).
- Both U.S. and international entries accepted.
- Categories listed under Filmmaker Information will be considered: documentaries, animation, narratives, experimental, etc.
- Films can be shot originally on any format available.
- Films must be submitted in DVD (North American) format only.
- Films must be no older than two years old to qualify for awards.

### Selected Films

You must provide the following for your film:

1. Music Sheet: list all selections of music used in your film (title of composition, copyright owner, permission, duration used). Include: who owns the copyright in each piece of music used; type of proof you have of permission to use each piece of music; and the duration of each piece of music used.
2. Press Kit: Any available press materials including director photo and at least one production Still Shot (hard copy or high resolution digital) of dramatic action from the film. 1-Minute preview Trailer in QuickTime or Windows Media format on a separate CD.
3. Completed and signed Terms and Conditions Contract, completed and signed Entry Form.
4. As requested, written substantiation that you have secured all necessary underlying rights and/or that you have properly obtained all Clearances as more fully described in the Terms & Conditions of Entry.

### How To Enter

• All entry materials must be sent prepaid including any applicable customs fee and must arrive at the following Shipping Address by 6pm EST on August 1, 2009.

**SOAPIFF**  
**205 Union Street, Suite 4**  
**Erwin, TN 37650-1179**

## Terms and Conditions of Entry

By signing in the space provided below, you (the "Producer") hereby acknowledge that you have read and understand, and hereby agree to, all the Terms & Conditions of Entry outlined below

**1. Entry:** By completing the Entry Form and submitting it in accordance with the Official Entry Rules ("Rules"), the Producer has applied to enter the Producer's film ("Film") in the 2009 Southern Appalachian Film Festival Competition (the "Contest") being organized by or for the Southern Appalachian International Film Festival, Inc. ("SOAPIFF") in connection with the 4th Southern Appalachian International Film Festival (the "Festival").

**2. Selection Process:** (a) SOAPIFF may, in its absolute discretion, and without giving reasons, select the Film for participation in the Contest on any date SOAPIFF deems appropriate, but no later than September 30, 2009. Any possible prizes awarded are awarded to the person identified in the Entry Form as Producer of the Film and are not transferable, replaceable or redeemable.

(b) If the Film is selected, SOAPIFF will, on or before September 30, 2009, notify the Producer of the Film's selection by e-mail.

**3. Clearances:** The Producer is solely responsible for obtaining from all applicable individuals or entities, any and all required rights, releases, consents, clearances, licenses, and other authorizations or underlying rights (collectively, the "Clearances") necessary to use the Film as contemplated by this Agreement.

**4. Representations and Warranties:** The Producer makes the following representations, warranties and guarantees to SOAPIFF:

(a) All details in the Entry Form are true and correct;

(b) The Producer has complied and will comply with the Rules;

(c) In preparing the Film and entering into and participating in the Contest, the Producer has complied and will comply in all respects with all applicable laws and other government rules and regulations, including copyright and other intellectual property laws;

(d) The Producer owns, or otherwise has obtained, all Clearances necessary to exploit (and to grant SOAPIFF the right to exploit as contemplated hereunder) the Film and each and every right outlined in the Agreement, including the copyright in the sound recordings comprising the soundtrack of the Film and the works reproduced in those recordings; and

(e) The Producer has the authority to comply with the Agreement and grant the rights granted hereunder;

**5. Indemnity:** The Producer hereby agrees to indemnify and hold harmless SOAPIFF and anyone working with SOAPIFF, including its Festival partners, from and against any and all claims, losses, liabilities and other expenses suffered or incurred by such parties arising out of or in connection with the breach of any of the representations, warranties, obligations, certifications or guarantees set forth in this Agreement.

**6. License Grant:** In consideration of SOAPIFF reviewing the Film for the purpose of selecting the Film for the Contest and for other good and valuable consideration, the Producer hereby grants SOAPIFF the right and license (whether or not the Film is selected for the Festival) to do any or all of the following:

(a) to display, perform, broadcast, transmit, copy or otherwise distribute or communicate to the public the Film (and any part thereof), in connection with (i) the 2009 SOAPIFF Contest and Festival, (ii) any educational event participated in by SOAPIFF or a SOAPIFF partner, or (iii) any promotional, advertising or marketing activities by SOAPIFF or any SOAPIFF partner;

(b) to copy the Film (or any part thereof) for preservation, archival, and research purposes;

(c) to use the title(s) by which the Film is or may be known or identified; and

(d) to sublicense or assign any or all of the foregoing rights to any SOAPIFF partner or other third party for the purposes described in this Agreement.

**7. Delivery:** Upon request by SOAPIFF, Producer shall provide SOAPIFF proof of all necessary Clearances. SOAPIFF reserves the right (but not the obligation), in its sole discretion, to verify that all necessary Clearances relating to the Film have been obtained prior to selecting the Film for participation in the Contest or undertaking any utilization of the Film as contemplated by this Agreement, including but not limited to the use of the Film in connection with the Contest and SOAPIFF reserves the right to disqualify and withdraw any Film from the Contest or any presentation if SOAPIFF determines at any time, in its sole discretion, that all necessary Clearances have not been obtained by Producer.

**8. General:** (a) This Agreement contains the entire understanding between the parties with respect to the subject matter addressed in this Agreement, supersedes all prior agreements with respect to the subject matter addressed in this Agreement, and may not be altered or waived except by a writing signed by both parties.

(b) The Producer will do such acts and sign, or cause to be signed, such instruments as SOAPIFF may reasonably require for the purposes of this Agreement.

(c) This Agreement shall be governed by the laws of the State of Tennessee applicable to contracts made and performed entirely in the State of Tennessee.

## Entry Form

English Title of Film: \_\_\_\_\_

Original Title: \_\_\_\_\_

Country of Origin: \_\_\_\_\_ Running Time: \_\_\_\_\_

(minutes)

### Defintions of Category of Film

**International:** Films from outside the U.S.A., non-English speaking films with English subtitles.

**Cultural Minorities:** Films emerging from or about cultural minorities in any country. Native American, African American, Asian American, Hispanic American films as well as non-English speaking African, Asian, European, Hispanic and other peoples making their way into the "American Melting Pot."

**Appalachian:** Films that are a product of Appalachia, Appalachian filmmakers, or films with subject matter that emerges from the culture, individuals, geographic area, and history of Appalachia.

**Gender Subjects:** Films that deal with the perspectives of the female (women's studies) or male (men's studies) experience, as well as films about gender orientation, bisexual, lesbian, gay, trans-gender themes, issues and influence.

**Documentaries:** Non-fiction subjects, nature, environmental.

**Animation:** Films that primarily employ motion graphic or stop motion technique in the image.

**Children:** Family friendly films directed toward children, entertainment for immature audiences, films for or by children, no adult content or adult language, violence or gore. Made by children 14 and younger.

**Features:** All fictional films that run more than 45 minutes. Features and Shorts are accepted in all genres and subjects, including categories not listed.

**Shorts:** Films in categories not listed, that run less than 45 minutes, which includes opening and closing credits.

**Horror:** Films that provoke intense fear, dread, or dismay.

**Art:** Films exploring non-traditional approaches to form, narrative, and presentation, audio or cinematic technique.

**Student:**(high school and college) Films can fall into any of the above categories. High school students grades 9th - 12th. College students: any student that is attending an academic institution, at least part time.

**Environmental:** Feature, documentary or short films that deal with the issues that impact of man's footprint on earth

**Independent Narrative:** Is a film that tells a fictional story which is typically based on characters, situations and events that are entirely imaginary.

### Check all that apply

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Feature         | <input type="checkbox"/> Short               | <input type="checkbox"/> International (non usa)   |
| <input type="checkbox"/> Animation       | <input type="checkbox"/> Real Time           | <input type="checkbox"/> Children (14 or younger)  |
| <input type="checkbox"/> College Student | <input type="checkbox"/> High School Student | <input type="checkbox"/> Yes, I want my entry to included in the SOAPIFF Student Film iTunes U- Audience Choice award and posted on the Apple® iTunes University through the SOAPIFF/ ETSU Podcast site. Viewers may judge my film for the student film award. |

### Film Category (check one)

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> Animation     | <input type="checkbox"/> Appalachian         | <input type="checkbox"/> Art           | <input type="checkbox"/> Independent Narrative |
| <input type="checkbox"/> Children      | <input type="checkbox"/> Cultural Minorities | <input type="checkbox"/> Documentaries |  |
| <input type="checkbox"/> Environmental | <input type="checkbox"/> Gender Subjects     | <input type="checkbox"/> Horror        |  |

Attach a Brief Synopsis of the Movie, with the Presentation History of the Movie.

Any of the following that your film contains: (check all that apply)

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Obscene Language | <input type="checkbox"/> Sexual Activity | <input type="checkbox"/> Heterosexual or Same Sex Acts |
| <input type="checkbox"/> Profanity        | <input type="checkbox"/> Genetalia       | <input type="checkbox"/> Gay or Lesbian Sex Acts       |
| <input type="checkbox"/> Sex              | <input type="checkbox"/> Frontal Nudity  | <input type="checkbox"/> Physical Violence             |
| <input type="checkbox"/> Blood or Gore    | <input type="checkbox"/> Drugs           |  |

Language(s): \_\_\_\_\_

English:  Yes  No

Subtitles:  Yes  No

Submission Format: DVD (Zone 1 - North America)

Estimated Budget: \_\_\_\_\_

Original Shooting Format: \_\_\_\_\_

Please include this film as a part of the collection of the Archives of Appalachia at ETSU where they will be preserved indefinitely for scholarship and research.  I DO NOT want my film to become a part of the Archives of Appalachia at ETSU.

## Production Credits

Director's Name: \_\_\_\_\_ Assistant-Director's Name: \_\_\_\_\_  
Screenwriter(s): \_\_\_\_\_ Film Producer: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Zip Code: \_\_\_\_\_  
Country: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Company: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Email: (required) \_\_\_\_\_

## Main Contact

For notification regarding the status of your entry. All correspondence will be sent to this individual. This person should be the fastest way to contact and get information to the directors. An email address is required for notification.

Contact Person: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Zip Code: \_\_\_\_\_  
Country: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Company: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Email: (required) \_\_\_\_\_

## Payment

Money Order  Check

Please return the dvds to me after the festival. I have attached a self-addressed stamped envelope (SASE) for that purpose.  
 (With out a SASE the DVD's will no be returned.

## Certification of Entrant

I, the undersigned, acknowledge and agree as follows:

1. I have read, understand and agree to comply with the attached Official Entry Rules and Terms & Conditions of Entry;
2. I acknowledge and agree that this Entry Form, along with the attached Official Entry Rules and Terms & Conditions of Entry create an agreement, to which I am bound,
3. This film is not the subject of any litigation nor is it threatened by any claim or litigation;
4. I am duly authorized, on my own behalf and on behalf of any other persons or entities that have any ownership Interests in the Film, to submit this Film to SOAPIFF and I represent that my entering into this agreement, And performing my obligations hereunder, will not violate any law or any right of any person, firm, or entity;

5. Neither SOAPIFF, nor their affiliates or related entities shall have any liability in the event of any damages or harm to any materials submitted by me hereunder en route to or from SOAPIFF or otherwise during or arising from the Festival's use, non-use or possession of the Film.
6. I am over 18 years of age (or applicable age of majority). If not, my parent or legal guardian has also signed below.

**DEADLINE: 8/1/09 (arrive by 6pm EST)**  
**ENTRY FEE: \$20 USD**  
**\* (Payable to SOAPIFF and drawn by US Bank)**

Please send entries to:

**SOAPIFF**  
**Southern Appalachian International Film Festival**  
**205 Union Street, Suite 4**  
**Erwin, TN 37650**

## Agreement

date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Producer)

\_\_\_\_\_  
(Name Print)

IF PRODUCER IS NOT 18 YEARS OF AGE (OR APPLICABLE AGE OF MAJORITY):

date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Legal Parent or Guardian)

**Southern Appalachian International Film Festival**

205 Union Street, Suite 4 Erwin, Tennessee 37650

Telephone: 423-743-7627

Email: markcompton@soapiff.com