

SPOOKY MOVIE 2011: TRAILERS

The 6th Annual Washington, D.C. International Horror Film Festival

Title of trailer/film : _____

Producer(s): _____

Director(s): _____

Production Company (or contact person): _____

Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Web site: _____

E-mail address: _____

Country: _____ Genre: _____

Original Language: _____ Subtitled? * Yes () No ()

* Foreign language films and videos must be subtitled or dubbed in English.

Payment Method: () Check () Money Order

Trailer synopsis:

Screening Format: () DVD () BluRay () DVCam () HDCam | Total Running Time: _____

Is this trailer for a film that has been completed? * _____ Is this trailer a spoof? _____

* YOU MUST HAVE RIGHTS TO THE MOVIE DEPICTED IN THE TRAILER

How did you hear about Spooky Movie _____

Are you an alum of Spooky Movie? _____ Film(s): _____

Would you be interested in your trailer appearing on Spooky Movie Television? _____

I state that I am authorized to submit this TRAILER film to Spooky Movie - The Washington, D.C. International Horror Film Festival for consideration for the film festival's TRAILER

COMPETITION and I have read and understand and agree to all the entry requirements below. **I have read an understand all of the points of the below Waiver.** I am not a friend, relative, associate, employee or volunteer for Spooky Fests LLC. I hereby release the Spooky Fests all liability.

Signature _____

Print Name _____ Today's date _____, 2011

REQUIREMENTS AND WAIVER FOR TRAILER COMPETITION

Spooky Movie Film Festival's Trailer Competition is looking to reward the best of the best of film trailers for indie horror films. Trailers can be for produced or un-produced shorts or features- however, they must be trailers of original content - no-mash-ups or trailers for existing films by other filmmakers.

The top trailers will be screened at the festival in October, with a top prize of \$250 cash going to one winner. Second place will receive \$150 – third place will receive \$100.

By submitting your trailer into this competition, you agree to all of the following rules and regulations that are necessary to take the fun out of it:

This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia without regard to the choice of law principles. This Agreement is entered into in Virginia, and any action brought to enforce the terms of this Agreement shall be brought in a court of competent jurisdiction in Virginia

By submitting this film, video, or trailer you state that you are authorized to submit this film/video or trailer to The Spooky Movie Film Festival for consideration and you have read and understand and agree to all the entry requirements. By submitting this film or video hereby release the Festival from all liability resulting from its exhibition.

NEITHER PARTY SHALL OWE ANY LIABILITY TO THE OTHER PARTY ARISING UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS OPPORTUNITIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN.

NEITHER PARTY MAKES ANY (AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS) ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTIES RELATING TO TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

NEITHER PARTY MAKES ANY REPRESENTATION, WARRANTY OR ASSURANCE CONCERNING ANY MINIMUM OR MAXIMUM NUMBER OF PATRONS LIKELY TO ATTEND THE FESTIVAL.

EXCEPT FOR PAYMENTS DUE COLLECTED BY SPOOKY MOVIE FILM FESTIVAL AND PAYABLE TO THE FESTIVAL. TSMFF'S LIABILITY FOR ANY DAMAGES CAUSED TO YOU AS A RESULT OF PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED IN ALL CIRCUMSTANCES.

Trailer Entries:

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 and the reporting consequences thereof, are the sole and exclusive responsibility of respective winners. Submitting into this competition is not a contract for publication. All prizes awarded in connection with the Contest are nontransferable and non-endorsable. No substitution of prizes is permitted.

Rights. The filmmaker retains all rights to their work; Spooky Fests LLC has the permission to exhibit the winning trailers for one year following the festival.

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 all losses, damages, rights, claims and actions arising in whole or part, directly or indirectly by entrant's participation in this competition. Spooky Fests LLC will not be held liable in any agreements and/or contracts between filmmaker and third parties.

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, zombie attacks, orders or restrictions, or any other reason where failure to perform is beyond the reasonable control, and not caused by the negligence of, the non-performing 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 Commonwealth of Virginia, United States of America, without regards to its principles of conflicts of law. For any dispute not subject to arbitration, entrant agrees to personal jurisdiction by the federal and state courts located in Fairfax, Virginia, United States of America, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby irrevocably waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in the Contest), and entrant further irrevocably waives all rights to have damages multiplied or increased.

Privacy. Personal information submitted in connection with this competition will be kept strictly confidential and will not be sold, given or traded with any third party entity.

Submission Guideline:

- Entries must be submitted on NTSC DVD.
- Foreign language work must be dubbed or subtitled in English.
- Eligible trailers must have been completed after January 1, 2009.
- **PLEASE do not put stickers on your DVD submissions – and PLEASE take the time to make sure the DVDs play.**

Submission Fees

TRAILERS submissions **postmarked** by the following date can apply the following entry fees:

- \$10.00- *First Look Deadline (postmarked by March 18)*
- \$15.00- *Early Deadline (Deadline postmarked by April 8)*
- \$235.00 - *Deadline (postmarked by June 10)*
- \$30.00 - *Late Deadline (postmarked by July 1)*
- \$40.00 - *Extended Deadline (postmarked by August 12)*

WITHOUT A BOX DISCOUNTS:

- \$5.00 - *First Look Deadline (registered by March 18)*
- \$10 .00 - *Early Deadline (Deadline (registered by April 8)*
- \$15.00 - *Deadline (registered by June 10)*
- \$20.00 - *Late Deadline (registered by July 1)*
- \$25.00 - *Extended Deadline (registered by August 12) - SAVE \$15.00*
- **THERE ARE NO WAIVERS FOR TRAILERS FOR ALUMS**

www.spookyfests.com

Shipping:

SHORTS should be mailed with a completed submission form here:

Spooky Fests, LLC
P.O. Box 4059
Arlington, VA 22204

- Cost of shipping exhibition prints to the festival is the responsibility of the entrant.
- Exhibition copies must be sent to the festival prepaid.
- The festival does not accept responsibility for damage or loss of materials while in transit.
- Please use only plastic or bubble pack cases when shipping entries.

Notification and Information:

- Programming decisions are made by the festival directors and selection committee.
- ONLY filmmakers selected will be notified by email.
- Enclose a stamped, self-addressed postcard if you want confirmation that your entry has been received.
- If accepted, the presentational format will need to be in our office by September 2, 2011.
- The festival does not pay rental fees for submitted work that is programmed.
- Be sure to indicate aspect ratio of your trailer and all special screening/presentation information.
- Selected trailers will be screened at Artisphere Dome Theatre in Arlington, Virginia.
- Submission materials and videos will not be returned.
- Official e-mail contact: SpookyFests@gmail.com.

www.spookyfests.com