

48Hours Participation Agreement

This is an agreement which binds the film team leader and his or her team (documented above in the Registration Agreement), hereafter known as (the "Entrant"), with respect to the Entrant's participation in the 48Hours (the "48 Hours Competition") and the creation of a short film or video (the "Film") pursuant to the terms of the 48Hours Competition as set out below (the "Terms").

The Entrant hereby agrees to take part in the 48Hours Competition, being produced by 48Hours and is scheduled to take place from 11-13 May 2018.

The Entrant hereby states that they have read, and agree to abide by, all the Rules and Registration requirements (as set out incorporated on the official 48Hours website). It is understood that 48Hours reserves the right to screen or exhibit only those films/videos which adhere to the Terms.

The Entrant hereby understands that they are solely responsible for all crew, cast, equipment, sets, locations, and other items necessary for participating in the 48Hours Competition and all costs, expenses, damages and claims related thereto. The Entrant hereby understands that they are solely responsible for the safety of all cast and crew who participated in the Film.

48Hours is providing the event and guidelines in which the Entrant is taking part; a screening opportunity for the completed work; and a prize for each city winner and the Grand National Winner.

The Entrant hereby affirms that they will secure all rights to images, sounds and music used in their Film and/or will secure any and all talent, crew releases and other releases as required (including but not limited to use of locations, artwork, props etc) (the "Release Form(s)").

The Entrant hereby affirms that such Release Form(s) will allow the Entrant and/or 48Hours to exercise the rights as required and set out in the Rules and will indemnify and save and hold harmless 48Hours from any and all claims, costs, damages, expenses and liabilities arising from the creation, use, participation, exhibition and exploitation (including, but not limited to claims for negligence and other torts, discrimination, fraud, infringement and breach of contract) of the Entrant's Film.

In consideration of 48Hours allowing the Entrant to participate in the 48Hours Competition, the Entrant grants 48Hours an exclusive license in the Film on the following terms:

- Territory: World
- Term: 24 months from delivery of the Film
- Licensed rights: the right to publicise, promote, screen, show, exhibit, broadcast, licence or otherwise exploit or deal with the Film in all media (now known or later invented or devised) as required by 48Hours.

Entrant shall have the following non-exclusive, non-assignable rights: (i) to enter the Film in film festivals & competitions; (ii) to screen the Film at local film events; (iii) to stream the Film or any portion thereof for free on Entrant's personal or team website or for free on any third party website for Internet viewing, provided that the Film or portion thereof as so streamed contains an initial full-screen title card stating "This Film was created for 48Hours." (iv) to distribute the film for free via any physical media; (v) to use the Film on a professional reel to promote Team Leader, Team or any Team member; and (vi) any other use agreed to in writing by 48Hours.

The Entrant hereby acknowledges that 48Hours may edit or alter their film to suit all possible broadcast requirements.

The Entrant hereby acknowledges that if they upload photos to the 48Hours Flickr group, Instagram or Facebook group, or another public file-sharing service, these may be used by 48Hours for the purpose of publicity. Credit to the photographer will be given if supplied on the photo itself.

The Entrant hereby acknowledges that participation in 48Hours Competition is without remuneration or compensation whatsoever. The consideration for participating in the 48Hours Competition and for the rights as acquired by 48Hours pursuant to this agreement is the screening of the Entrant's completed Film at the conclusion of the Competition; and the possibility, although not the obligation by 48Hours, for future domestic screenings; and the opportunity for publicity or exposure for the Entrant.

The Entrant hereby acknowledges that a "Making of 48Hours" (the "Documentary") may be shot during the 48Hours Competition, and hereby agrees to allow camera crews unrestricted access (provided such access does not unreasonably interrupt with or interfere production of the Film) to film any production stage of the Film; and further agrees to immediately provide to 48Hours a signed release for each of their participating cast and crew members, using the attached release form. This in no way, however, obligates 48Hours to produce or exhibit the Documentary and/or include any filming of the Film as part of that Documentary. 48Hours is owned by Timpson Films Ltd, Box 5653 Wellesley St, Auckland NZ.