



FLICKER FESTIVAL

Submission Release Agreement

This **Submission Release Agreement** ("Agreement") is entered into by and between the undersigned entrant ("Entrant") and the **CINTIMA Flicker Festival** ("Festival"), organized by **CINTIMA LLC** ("Festival Producer"). By submitting your film ("Film") to the Festival, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions outlined in this Agreement. Submission of the Film constitutes your electronic acceptance of this Agreement, which serves as a legally binding contract between you and the Festival Producer. If you do not agree to these terms, you must not submit your Film to the Festival.

1. Submission and Consideration

By submitting the Film to the **CINTIMA Flicker Festival**, the Entrant acknowledges and agrees to the following requirements for consideration:

- a. **Film Duration:** Films must be 3 minutes or less in duration.
- b. **Originality:** Films may be original works or scenes from larger projects, provided they meet all other submission requirements.
- c. **Rights Ownership:** The Entrant must own all rights to the materials, images, and sound used in the Film, including proper licensing for any third-party content.
- d. **Technical Requirements:** The Entrant must adhere to all Technical Requirements outlined in **Section 3** below.
- e. **Sexually Explicit Material:**
 - All depictions must be simulated.
 - The Entrant is encouraged to collaborate with an Intimacy Coordinator to ensure artistry, safety, authenticity, and ethical representation. Please contact the Festival if you need assistance connecting with a qualified Intimacy Coordinator.
 - If the Film is accepted into the Festival, the Entrant must provide: i. Performer releases for all individuals depicted in the Film. ii. A copy of a valid photo ID for all individuals



FLICKER FESTIVAL

Submission Release Agreement

depicted in the Film. iii. Documentation proving that all performers are at least 18 years old, in compliance with **18 U.S.C. § 2257**.

Submission of the Film constitutes the Entrant's acceptance of this Agreement and its terms.

2. Filmmaker's Rights

- a. **Retention of Rights:** The Entrant retains all rights to the Film.
 - b. **Removal Request:** The Entrant may request the removal of the Film from the Festival by providing written notice to the Festival Producer at least **30 days** before the desired removal date.
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3. Technical Specifications for Film Submissions

To ensure the best possible presentation of your Film, please adhere to the following technical guidelines:

Video

- **Resolution:**
 - Minimum: 1080p (1920x1080 for horizontal, 1080x1920 for vertical).
 - 2K (2048x1080) or 4K (4096x2160) are also accepted.
- **Aspect Ratio:**
 - While horizontal (landscape) mode is preferred, vertical (portrait) and square formats are also accepted to reflect modern media trends and creative approaches.
- **Frame Rate:**
 - 24 fps (23.98 or 29.97 fps also acceptable).
- **Codec:**
 - Preferred: H.264 (.mp4 or .mov) or Apple ProRes (.mov).



FLICKER FESTIVAL

Submission Release Agreement

- **Bitrate:**
 - Minimum: 10 Mbps for 1080p, higher for 2K/4K.

Audio

- **Channels:** Stereo (2.0) minimum.
- **Sample Rate:** 48 kHz.
- **Bit Depth:** 16-bit or 24-bit.

Subtitles

- **Non-English Films:** Must include English subtitles (embedded).
- **Font and Style:** Subtitles should be clear, legible, and timed correctly.

Additional Notes

- **Watermarks:** Submissions with watermarks will not be accepted.

Adhering to these technical specifications ensures that your Film is displayed in the highest quality possible during the Festival. If you have any questions or need assistance, please contact the Festival team at **[Insert Contact Email]**.

4. License Grant

The Entrant grants the Festival Producer a **non-exclusive license** to:

- a. Screen the Film at public screenings during the Festival.
 - b. Identify the Film and/or the Entrant on the Festival's website or other promotional materials.
 - c. Use or display the Film as deemed necessary for promotional or archival purposes.
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FLICKER FESTIVAL

Submission Release Agreement

5. Non-Exclusive Screening Rights

During the calendar year in which the Film (or submitted scene) is part of the Festival, the Festival Producer will have **non-exclusive rights** to screen the Film or submitted portion of the Film. After the conclusion of the Festival, all rights to the Film (or submitted scene) revert to the Entrant, and the Festival Producer will have no further rights to the Film.

6. Representations and Warranties

The Entrant represents and warrants that:

- a. They are the sole owner of all rights to the Film and have the authority to enter into this Agreement.
- b. The Film does not violate the rights of any person, including actors, participants, or other individuals with interests in the Film.
- c. If the Film includes sexually explicit material, all performers in said material are at least 18 years old, and the Entrant has obtained valid releases and identification documents as required by **18 U.S.C. § 2257** (if applicable).
- d. Any sexually explicit content in the Film is simulated and not actual.
- e. Any music or other materials used in the Film have been properly licensed or qualify as fair use under applicable law.

The Entrant agrees to defend and indemnify the Festival Producer from any claims, losses, or damages arising from a breach of these representations and warranties.

7. Compliance with Legal Requirements



FLICKER FESTIVAL

Submission Release Agreement

The Entrant is responsible for complying with all legal requirements, including record-keeping obligations under **18 U.S.C. § 2257** (if applicable). The Festival Producer's acceptance or screening of the Film does not relieve the Entrant of these obligations.

8. No Guarantees

This Agreement does not guarantee that the Film will win any awards or be screened, exhibited, or publicized at any time. The Festival Producer will take reasonable steps to prevent unauthorized recording of the Film but assumes no liability for such incidents.

9. Entire Agreement

This Agreement constitutes the entire agreement between the Entrant and the Festival Producer regarding the Film and the Festival, superseding all prior agreements, communications, or understandings.

10. Governing Law and Dispute Resolution

Any dispute arising under or related to this Agreement shall be resolved in a court located in **California**. The Entrant submits to the jurisdiction of such courts, and the laws of California shall govern this Agreement. The prevailing party shall be entitled to recover reasonable attorney's fees and costs.