

Terms and Conditions for Submitting and Screening at the Marbella International Film Festival

1. The Board of Directors invites and selects the films which will be presented in the competition and for screening.

Each film invited to be part of the official selection by the Board of Directors will receive a Certificate of Participation.

2. Only films that meet the following criteria may be chosen for invitation to the official selection:

- i) Films that have been produced during the eighteen months preceding the Festival;

- ii) If participating in the "Short Film" category, films should not exceed 15 minutes in length, including credits and can be screened in DVD

- iii) All entries for the Young Talent category must be completed in full before their 25th birthday.

3. Throughout the duration of the Festival, none of the films invited may be shown outside the Festival's official theatres before its official screening.
4. Once a film has been selected it cannot be withdrawn from the Festival programme during the event.
5. All non-English speaking films must be presented in their original version with English subtitles. All subtitling expenses are to be met by the film's producer.
6. English language films must be subtitled in Spanish for the final screened version.
7. The Board of Directors selects all members of the jury for competition and screening.

Each jury member will vote by a secret ballot. No person having taken part in the production or promotion of a film in competition may be on the jury.

8. The jury is obliged to award:

The best film in each category: Short, Feature, Documentary, Animation and Young Talent

9. All films to be submitted for the official selection must be entered by **30th June 2009**.

An entry form must be completed for all submissions via our website **www.marbellafilmfestival.com/submissions** prior to this date.

10. All films submitted (DVD) must reach the Film Festival office by **30th June 2009**.

If the DVD is not received by this deadline it will not be submitted. **This deadline is final.**

11. The following will be accepted for the submission process:
- DVD (Region Free or European)

Any film sent in other formats for the initial submission process (Beta, Mini-DV, HD-CAM, 16mm or 35mm) will not be viewed.
Please send your film once and in one format only.

Please note all submissions will not be returned.

N.B. It is possible to present a rough cut or in working progress of the film. When filling out the entry form, please state if it is the final version, a rough cut or in working progress.

12. Complete documentation for each submitted film is to be made available to the Film Festival when required.

The DVDs must be sent by registered mail, directly to the Film Festival address of:

Marbella International Film Festival
PO Box 1967
Maidenhead
Berkshire
SL6 1WL - United Kingdom

Should the sender choose to send through an express courier service, the cost of custom duties and taxes in England must be included in the transportation cost paid by the sender; if not the Marbella Film Festival will refuse the package.

13. Submission fees:

13.1. Submissions are free for early bird calls up to 1st April 2009

13.2. Standard submission fee of 30 Euros, applicable from 1st April to 30th June 2009.

13.3. late submissions fees of 40 Euros, applicable from 30th June to 15th July 2009.

13.4. WAB, Extended deadline submission fee of 50 Euros, applicable from 15th July to 30th July 2009.

14. Marbella International Film Festival is a non-profit organisation that supports many different programmes and initiatives within the industry.

15. If your film is selected you will be notified by **1st August 2009**.

16. On being selected you must supply to us your work in either 35mm print, HD-CAM, Digital Beta formats or if screening a Short in DVD by **14th August 2009**

17. Any supporting marketing and PR material available for the films selected must be supplied by the **14th August 2009**.

18. The Film Festival office can provide you with further details if your film is selected.

19. Any expenses for the shipping (for both import and export), screening and translation of films and DVDs presented to the selection committee with a view to their possible selection, are to be met by the film's producers or relevant body.

All expenses for the transportation and insurance of prints are also the responsibility of their owner.

20. The Film Festival office has the power to settle all cases not covered by the present rules and regulations.
21. Participation in the Festival implies acceptance of all the aforementioned regulations and respect of submission and screening conditions. Furthermore by completing the initial online submission form (you/ your company) agree to the Festival's terms of the release as follows:
 - 1) [You / The Company] hereby grant(s) the organisers of the Festival permission to screen the film during the Festival. For the avoidance of doubt the location and timing of any screenings of the film shall be the sole decision of the organisers of the Film Festival.
 - 2) [You / The Company] [have / has] obtained signed release forms in relation to copyright and all other rights now known from all the cast, crew and any freelance contributors who were involved in the making of the film.
 - 3) The film contains no material which is obscene, libellous or defamatory.
 - 4) [You / The Company] [have / has] obtained the appropriate copyright clearances for all music used in the film (if required).
 - 5) [You / The Company] will be solely responsible for all costs resulting from the submission of the film to the Festival including but not limited to postage or insurance of the film, transport costs of the film to and from the Festival and travel costs and expenses of your staff or any representatives of the film.
 - 6) [You / The Company] will indemnify the organisers of the Festival against all claims, demands, costs, damages, expenses (including legal fees), proceedings and losses resulting from the screening of the film at the Festival or from claims by any third parties.
 - 7) [You / A director of the Company] [have / has] read, understood and agree[s] to be fully bound by the Rules and Regulations 2009 of the Festival.
 - 8) [You / The Company] understand[s] and agree[s] that any failure to follow and adhere to the Rules and Regulations 2009 of the Festival will result in the disqualification of the film.
 - 9) [You / The Company] hereby give[s] the organisers of the Festival a non exclusive licence to use [your/ its] name, [photograph / logo], and likeness in connection with any and all publicity and promotional activities relating to the Festival.
 - 10) [You / The Company] understand[s] that the Festival is not obliged to return the copy of the film that [you / the company] submitted to the Festival and confirm that [you / the company] [have / has] retained at least one other copy of the film.
 - 11) [You / The Company] understand[s] that the organisers of the Festival

accept no liability for the loss or non-receipt of the film.

12) [You / The Company] understand[s] that there are no fees [due to you / it] for screening the film at the Festival or for any other matters arising from the submission of the film to the Festival and accept that the organisers of the Festival are therefore under no obligation to pay you any sums

13) [You / The Company] agree[s] to be bound by the decision of the judges of the Festival whose decision will be final. [You / The Company] further understand[s] and agree[s] that the judges are not obliged to give any feedback to you regarding the film.

14) [You / The Company] confirm[s] and warrant [s] that [you are/it is] the author of the film and the sole and exclusive owner of all rights now known in the Film and [have /has] full and exclusive rights to submit the film to the Festival. [You / The Company] further warrant [s] that the film is not under option, nor has it been purchased by any third party. [You / the Company] also warrant[s] that there is no current dispute as to the ownership of the film and that no rights or permissions are required from any third parties before the film can be screened at the Festival.

15) [You / The Company] agree[s] that any legal dispute between [you / the company] and the organisers of the Festival will be heard in the English courts according to the law of England and Wales.