

**Cinemax® Action SHORT FILM COMPETITION SUBMISSION INFORMATION**

**FILM INFORMATION** (this information will be posted at [urbanactionshowcase.com](http://urbanactionshowcase.com) and <https://filmfreeway.com/festival/UrbanActionShowcase> and collected at [FilmFreeway.com](http://FilmFreeway.com) where entrants will upload their films.

**Cinemax Action Short Film Competition\*** (minimum running time 15 min. and maximum running time 30 minutes)

Deadline: August 1, 2017 (early) September 1, 2017 (late)

\* Please note there is a \$50 submission fee per film \*Late Date after Aug. 1 is \$60.

**FILM**

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

Running Time (30 min. max. incl. of credits): \_\_\_\_\_

Year of Production: \_\_\_\_\_

Genre: \_\_\_\_\_

Original Film Format: \_\_\_\_\_

Screening history in the U.S. and abroad (incl. festivals and any prizes/awards received):

\_\_\_\_\_

**PRIMARY CONTACT PERSON**

Name:

Position in Relation to Film:

Address:

City: State: Zip:

Day Phone: Eve. Phone: Cell:

Fax: E-mail:

**FILM CREDITS**

Director:

Writer:

Executive Producer/Producer:

Camera:

Editor:

Principal Cast (lead actors/actresses only):

## Cinemax Action SHORT FILM COMPETITION SUBMISSION FORM (Page 2)

### ELIGIBILITY REQUIREMENTS

1. Film must have been written and/or directed by a person of color, and/or have persons of color or women in principal roles.
2. Filmmaker must be 18 years of age or older.
3. Competition is open to U.S. and international entries.
4. Films must be in the English language or contain English subtitles.
5. Films must be shot in HD.
6. Films must have commenced principal photography on or after January 1, 2013.
7. In addition to the above, films must not exceed the maximum running time of thirty (30) minutes and be original content. Content must not have been licensed on any platform to be eligible or previously submitted to the Cinemax Action Short Film Contest.
8. Each entry must be submitted via <https://filmfreeway.com/festival/UrbanActionShowcase> by no later than the deadline of September 1, 2017 at 11:59 pm EST.
9. \*You must own the rights of the content submitted. Be sure to have all clearances, copyrights and contracts for the submitted film. ***See Cinemax Action Short Film Competition Release.***

### SUBMISSION MATERIALS

#### Each submission entails the following:

Submit your film and information online via <https://filmfreeway.com/festival/UrbanActionShowcase>. In addition to the information required on page 1 of this form, your submission must include the following:

1. Film synopsis
2. Photo still from the film
3. Filmmaker bio
4. Filmmaker photo
5. A PDF copy of your executed Cinemax Action Short Film Competition Release downloadable from [UrbanActionShowcase.com](http://UrbanActionShowcase.com).

Please download, sign and scan a digital copy to be included with your submission.

Payment of the \$50 submission fee online is required at the time of submission.

**Please note:** Applicants will be notified of the Festival's decision by October 1, 2017.

**IF YOUR FILM IS SELECTED AS A TOP FIVE FINALIST**

- 1.** You agree that you will not negotiate with anyone other than HBO prior to December 1, 2017, with respect to acquiring any rights in the film.
- 2.** You agree that you will be solely responsible for the shipping of your film to and from the UASE Office. If your film is selected as a semi-finalist or finalist, you will be required to provide one high resolution downloadable digital copy of your film for semi-final jury and final screening purposes, to be delivered promptly following notification of your selection, but no later than October 10, 2017.
- 3.** Immediately after notification of your selection, you must deliver to UASE one (1) photo still from the film, one (1) photo still of the qualifying filmmaker (jpeg. format) and any additional press materials.

**CINEMAX ACTION SHORT FILM COMPETITION RELEASE**

I certify that the film that I am submitting to the Cinemax Action Short Film Competition (the "Film") for the 2017 Urban Action Showcase International Action Film Festival (the "Festival") is original to me, that I own all rights to the Film necessary for submission, that, if selected as a winner, the Festival would be the Film's festival premiere, and the Film and I meet all of the Eligibility Requirements for the Cinemax Action Short Film Competition set forth online at UrbanActionShowcase.com and FilmFreeway.com. I represent and warrant that no rights in the film have been transferred to any third party, and that I will not transfer any rights in the Film prior to the selection of the five (5) finalist films to be screened at the Festival. I further represent and warrant that if the Film is selected as one of the five (5) finalist films, in consideration for mutual promises and other good and valuable consideration, I will not negotiate with any party with respect to any rights in the Film prior to December 1, 2017; provided, however, that during such time, at HBO's request Home Box Office, Inc. ("HBO"), I shall negotiate in good faith exclusively with HBO with respect to HBO's acquisition or exclusive license of the Film for the exhibition thereof by any means in any and all media. I acknowledge that Home Box Office, Inc. ("HBO") and C4 Enterprises, Inc. ("UASE parent company") may receive other films that are similar to the Film or the ideas expressed in the Film that I am submitting. I further understand that any ideas or materials submitted or communicated by me to HBO as part of the application process and/or during or after the Festival may reference ideas, themes, subjects or issues that are incorporated or dealt with in a project already under consideration, in development, or in production at HBO, and that HBO is under no obligation to compensate me for any such ideas or materials, or for any ideas or materials (a) in which HBO has no interest, (b) that are not novel, unique or protectable under United States law, (c) that are in the public domain or publicly known or available prior to the date of the submission by me, (d) that are in HBO's possession or available to HBO from another source prior to or after the submission by me of the ideas or materials, or (e) that become part of the public domain or publicly known or available by publication or otherwise subsequent to the submission by me of the ideas or materials.

I hereby authorize HBO and Urban Action Showcase and Expo (The UAS International Film Festival Platform) to exhibit the Film at the Festival and to use the publicity information and photos submitted by me or on my behalf in their marketing and publicity efforts in connection with the Festival. If the Film is selected as one of the five (5) finalist films to be screened at the Festival, I further authorize the use by HBO and Urban Action Showcase and Expo of stills and clips from the Film, not to exceed two (2) minutes in the aggregate, in any and all media for advertising and promotional purposes in connection with HBO, Urban Action Showcase and/or the Festival.

**I UNDERSTAND THAT EXCEPT AS PROVIDED FOR UNDER THE ELIGIBILITY REQUIREMENTS AND REGULATIONS OF THE CINEMAX ACTION SHORT FILM COMPETITION, NEITHER HBO, URBAN ACTION SHOWCASE AND EXPO, NOR ANY OTHER PARTY SHALL BE UNDER ANY OBLIGATION TO COMPENSATE OR CREDIT ME IN ANY WAY FOR THE USE OF THE FILM OR ANY IDEAS OR MATERIALS COMMUNICATED BY ME TO HBO OR URBAN ACTION SHOWCASE AND EXPO DURING OR IN CONNECTION WITH THE COMPETITION OR THE FESTIVAL, AND I HEREBY IRREVOCABLY RELEASE AND DISCHARGE HBO, C4 ENTERPRISES INC, URBAN ACTION SHOWCASE AND THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS FROM ANY CLAIMS WHICH I NOW HAVE OR MAY EVER HAVE FROM OR RELATING TO ANY USE OF THE FILM OR ANY COMMUNICATIONS WITH HBO OR FILM LIFE DURING OR**

**IN CONNECTION WITH THE COMPETITION, THE FESTIVAL, OR IN ANY MANNER PERMITTED  
HEREUNDER.**

**I further hereby warrant, represent and covenant to HBO as follows:**

**1) The Film, and any portion thereof, or any other footage or element provided to HBO hereunder, or any advertising, promotional, publicity or other material supplied by me in connection with the Cinemax Action Short Film Competition, will not contain any language or material that is obscene, libelous, slanderous or defamatory and will not violate, infringe upon, or give rise to any adverse claim with respect to, any common law or other right whatsoever (including without limitation any copyright, trademark, literary, dramatic, comedic, musical or photoplay right, right of privacy or publicity or contract right) of any person, corporation or other entity, or violate any other applicable law.**

**2) I have acquired, currently own and am in possession of all rights required to grant necessary rights to HBO hereunder, and if the Film is selected as a finalist film, will deliver to HBO copies of all such documents as evidence of my acquisition of such rights (including without limitation all copyrights, music rights, still photo, film or videotape footage licenses, individual releases or clearances, or other appropriate licenses of all elements of the Film), or that such constituent elements are owned by me or are in the public domain.**

**3) With respect to each musical composition contained in the Film and all other materials provided to HBO hereunder, the non-dramatic music performing rights necessary for HBO's exercise of the rights granted hereunder are: (a) either (i) controlled by American Society of Composers, Authors and Publishers or Broadcast Music Inc., (ii) in the public domain or (iii) owned or controlled by me, so that no additional clearance of, or payment with respect to, such rights is required by HBO for use of the Film hereunder, and (b) available for direct license by HBO from the publisher(s) controlling such rights.**

**4) I agree to furnish to HBO a music cue sheet setting forth with respect to each musical composition contained in the Film such composition's running time, composer, publisher and performing rights society.**

**5) The credits contained in the Film as delivered to HBO are complete and accurate and omit no party or entity entitled to any credit for providing services on the Film, nor is any credit provided therein inaccurate, improper or insufficient.**

**6) There are no claims, litigation or other proceedings pending or threatened against the Film or any elements therein.**

7) I hereby irrevocably release and discharge HBO and its licensees, successors and assigns from any claims that I now have or may ever have from or relating to any use of the Film.

I HAVE READ THIS RELEASE CAREFULLY AND I UNDERSTAND ITS CONTENTS. No representations have been made to me other than those set forth in this Release and this Release states my entire understanding with reference to the Film. I acknowledge and agree that this Release will be governed by and construed under the laws of the United States and the State of New York, without regard to choice of law provisions. I further acknowledge, agree and hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Southern District of New York and the State Courts of the State of New York, New York County, in any litigation arising out of the Release.

Date: \_\_\_\_\_ NAME:(Please print) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

If releasor is not yet 21 years old, complete the following form:

I, the undersigned, hereby warrant that I am the \_\_\_\_\_ \* of \_\_\_\_\_, a minor, and have full authority to authorize the above Release which I have read and approved. I hereby release and agree to indemnify the licensed parties and their respective successors and assigns, from and against any and all liability arising out of the exercise of the rights granted by the above Release.

\_\_\_\_\_

DATE

\_\_\_\_\_

WITNESS

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

Signature of Parent or Guardian

\_\_\_\_\_

ADDRESS

\*insert the word "parent" or "guardian," as appropriate.