

INDIA FILM PROJECT SEASON X

CREATOR'S AGREEMENT - 7 DAY DESIGN CHALLENGE

This is an agreement between _____ (“Participant”) with _____ (Creator ID), and the India Film Project, (“IFP”), with respect to Participant’s involvement in the India Film Project 2020 creation of Design pursuant to the terms below. Participant hereby agrees on behalf of him/herself to take part in the 7 Day Design Challenge at India Film Project 2020 (“Challenge”), being produced by the IFP and scheduled to take place from September 5 to October 25 2020.

- (1) Participant has read and agrees on behalf of him/herself to abide by the “Design Challenge Rules” of the Challenge. In terms of which are available at <https://indiafilmproject.co/design> and by reference made a part hereof. It is understood that IFP reserves the right to disqualify from publishing or promoting in any exhibition and removes from consideration for awards and prizes any designs/posters which do not adhere to the Official Rules.
- (2) Participant hereby understands that he/she is responsible for his/her devices/items necessary for participating in the Challenge, and all costs, expenses, damages, and claims related thereto. IFP is providing the event and guidelines in which the Participant is taking part; an opportunity to publish/produce/screen for all qualifying designs; and a prize for the Challenge Winner.
- (3) Participant here understands that India Film Project would use the thumbnail/poster/idea (irrespective of the participant being qualified further) for pitching for a different distribution, partnership, and branding purposes with other independent parties.
- (4) Any information gathered during your application process of participating in Design Challenge, particularly your application form, agreement, and other personal information shall be subject to the privacy policy available at Indiafilmproject.co
- (5) The parties agree that the following term shall apply should IFP license, sell, or otherwise assign (“License”) any rights to the Design to a third-party license.
 - A. Individual License: Participant shall receive 80% of IFP’s net proceeds of such license fees and/or royalties/reuse fees or for distribution of design.
 - B. Sponsor License: Notwithstanding the foregoing, in the event the licensee of the Design or Collection is a sponsor of IFP or the Project (“Sponsor”) as determined by IFP, Team Leader will retain no proceeds, if any, from any such license.
- (6) Should Participant receive a distribution offer not initiated by IFP, the Participant may enter the deal provided the following requirements are met: IFP gives authorization in writing with 20% of net earning going to IFP. No such offer will be entertained if IFP sells/licenses the rights prior to the participant.
- (7) Participant hereby agrees to indemnify, defend and hold harmless IFP, its owners, officers, directors, shareholders, employees, sponsors, licensees, partners and assigns (collectively “Indemnified Parties”) from any and all claims, cost, damages, expenses and liabilities including without limitation attorney’s fees (collectively “Claims”) arising from the creation, production, composition, use, exhibition, promotion, marketing, merchandising, or other exploitation of the design by the Indemnified Parties and/or any of them, Participant thereof (including without limitation claims for negligence and other torts, unauthorized use of likeness, invasion of right of privacy, publicity or personality, defamation, fraud, infringement of copyright and/or trademark, and breach of contract), and for any breach by Participant of any representation, warranty of obligation of Participant hereunder.

INDIA FILM PROJECT SEASON X

- (8) Participant hereby agrees to not replicate, copy, modify any current or past work of art for the matter of participation. If in the time of eternity, it is caught/seen by indemnified parties, third parties and issues are raised to the copyright/duplicate/facsimile in the future. Participant (If Winner) would be forced to return all rewards, monetary or in-kind (including distribution fees and payments) to India Film Project.
- (9) Participants understand and accept the policy of not using/creating any design that is harmful, disrespectful to any person, community, or religion or contains violence, hatred, obscenity, or nudity. If done so, it would result in sudden disqualification from the challenge/project.
- (10) Participant hereby acknowledges that participation in the India Film Project 2020: 7 Day Design Challenge is without remuneration or monetary compensation whatsoever. The consideration for participating, although not the obligation by IFP, for future publishing and distribution; and the opportunity for publicity or exposure for being a participant.
- (11) Participant may not assign this Agreement or any of its obligations hereunder without IFP's prior written consent. IFP may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party. The participant acknowledges and agrees that Participant is not an employee or agent of IFP for any purpose, including all tax obligations, but that the parties are contractors independent of one another.
- (12) IFP will not be liable for any special, indirect, or consequential damages, without limitation, damages arising under any claim or cause of action, including contract, warranty, strict liability, or tort, whether or not IFP has been advised of the possibility of such damages. Furthermore, it is understood that IFP's total liability for any claims and/or causes of action shall not exceed and is limited to, the total amount paid to IFP in entry fees by the Participant under this agreement. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.
- (13) The validity, interpretation and legal effect of this release and any other agreements into which participant may enter or documents which he/she may execute in connection with the Project/Challenge shall be governed by the laws of the Ahmedabad Court applicable to agreements executed and fully performed under the jurisdiction of Ahmedabad Court. Should any provision hereof be found invalid, in whole or in part, It shall not affect the validity or enforceability of any other provision hereof or of that provision insofar as it is not invalid or unenforceable. Any waiver of any term of this release in an instance shall not be a waiver of such term for the future.
- (14) This Release shall bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legal representatives, administrators, executors, and guardians. I represent that I am at least 18 years of age and that if I am under 18 my parent or legal guardian has signed below.
- (15) I acknowledge that IFP and Participant will rely on the waivers, releases, and permissions granted herein potentially, at substantial cost to IFP and/or Participant, and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.
- (16) This agreement shall be governed by Jurisdiction of Ahmedabad Court Only.

I hereby certify that all creative work on the design, including all the conceptualizing, editing, finishing occurred during the official competition time period beginning 8 PM of September 05 - 2020 (Saturday) and ending on – 8 PM of September 12, 2020 (Saturday) (Time zone: Indian Standard Time)

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I agree with what-so-ever I have read above, and I agree that it is absolutely true to my knowledge. I, as a Participant, the artist takes responsibility for all the correct information in this agreement as per my knowledge.

Name: _____ Creator ID: _____

City: _____

Design Title : _____

Date: _____

Signature of Participant:

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