

INDIA FILM PROJECT SEASON X

CREATOR'S AGREEMENT - 7 DAY STORYTELLING 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 Story/ Poem pursuant to the terms below. Participant hereby agrees on behalf of him/herself to take part in the India Film Project 2020 ~ Storytelling Challenge (“Project”), 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 and team to abide by, the “Storytelling Challenge” and the Challenge Rules” (collectively “Official Rules”) of the Challenge. In terms of which are available at <https://indiafilmproject.co/storytelling>. and by reference made a part hereof. It is understood that IFP reserves the right to disqualify from publishing or exhibition and removes from consideration for awards and prizes any Stories/Poems 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 stories; and a prize for the Challenge Winner.
- (3) Participant here understands that India Film Project would use the synopsis of the story/poem (with/without 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 the Storytelling Challenge, particularly your application form, agreement, and other personal information shall be subject to the privacy policy available at Indiafilmproject.co
- (5) Participant understands that IFP might use your recorded video and audiovisual for the purpose of distribution, advertisement, branding. Partnership and other activities (which will be informed) with respect to the storytelling challenge.
- (6) The parties agree that the following term shall apply should IFP license, sell, or otherwise assign (“License”) any rights to the story/ poem to a third-party license.
 - A. Individual License: Participant shall receive 80% of IFPs net proceeds of fee for selling to the third party with a One-time transaction or for Production and Distribution of story.
 - B. Sponsor License: Notwithstanding the foregoing, in the event the licensee of the story 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.
- (7) Should Participant receive a distribution offer not initiated by IFP, the Participant may enter into 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.
- (8) Participants understand and accepts the policy of not using/creating any content 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.

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- (9) Participant hereby acknowledges that participation in the India Film Project 2020: Storytelling 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.
- (10) 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.
- (11) 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.
- (12) 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.
- (13) 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.
- (14) 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.
- (15) This agreement shall be governed by Jurisdiction of Ahmedabad Court Only.

I hereby certify that all creative work on my story, including all the writing, editing, recording 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, storyteller takes responsibility for all correct information in this agreement as per my knowledge.

Name: _____ Creator ID: _____

City: _____

Story Title : _____

Date: _____

Signature of Participant: _____

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