

# THE SHOOTOUT RULES

## THE RULES IN BRIEF

\* Competitors have 72 Hours to write, shoot and edit a 5 minute short film based on a contest theme announced promptly at 8:00 pm EST, Friday June 22, 2007. Past themes include:

2004 - "Hide and Seek"  
2005 - "AKA"  
2006 - "Obsessive/Compulsive" with Music Challenge

\* One lead character AND key production member must be of Asian descent. A key member is a director, producer, writer, director of photography, or editor. A lead actor is a character that drives the storyline. Though one person of Asian descent can fulfill both requirements (i.e. An Asian Actress who also Directs with the rest of the cast/crew being Non-Asian).

\* The finished Team Film, including credits, must not exceed 5 minutes in duration.

\* All creative work for the Team Film, including but not limited to the following, must take place within the Competition Time Period: Writing the script, Rehearsing, Costume/Set Design, Shooting, Editing, Sound Design. Only the following work can begin prior to the Competition Time Period: Organizing Crew, Organizing Cast, Securing Equipment, Scouting/Securing Locations. All footage for the Team Film must be shot within the Competition Time Period.

\* Any type of video or film camera may be used.

\* In addition to required Competition Agreements, each Team is responsible for securing talent, location and all necessary releases for completion of their respective film.

\* On Monday, June 25th, 2007 all teams must overnight TWO Mini-DV copies their films to arrive in our offices in New York by 10:30 am EST on June 26th, 2007 for the judging process.

\* Judging Criteria: Entries will be judged based on filmmaking ability, overall talent artist proficiency, originality, successful incorporation of the theme, and creativity.

## OFFICIAL RULES IN DETAIL

**1. Competition Period:** "The 4th Annual 72 Hour Film Shootout" (the "Competition" or the "Film Shootout") commences with the announcement of the theme at 8:00 p.m. (EDT) on June 22, 2007 and ends at 8:00 p.m. (EDT) on June 25, 2007. The participating group must complete its film/video work and have it postmarked by Monday, June 25, 2007. All teams must send their submissions via mail carrier (USPS, FedEx, DHL, Airborne delivered packages are the only ones that will be accepted) to arrive at the Entry Address, Asian Cinevision (ACV) at 72 Hour Film Shootout c/o ACV and AAFL, 133 West 19th Street, Suite 300, New York, NY 10011 by 10:30 a.m. EDT on Tuesday, June 26, 2007. It is HIGHLY recommended teams use OVERNIGHT carrier. Filmmakers may opt to use non-overnight delivery services to save money, however at their own risk. NO DROP-OFFS (including messenger service) WILL BE ACCEPTED. Only works that are received by the above deadline via official mail carrier will be admitted into the Competition.

**2. To Enter:** The instructions for the Competition will be posted on the Asian American Film Lab Website located at <http://www.72hourshootout.com> (the "Official Web Site"), a web site owned and controlled by Asian American Film Lab ("AAFL"), on or around May 28, 2007. Log on and follow the instructions to complete the registration process. Entrants may register for the Competition by mailing an Official Entry Form, Team Roster Form, check or money order in the applicable amount based on the date of the entry, signed Participant Agreement for each team member, and signed parent/guardian release for any Team

member under the age of 18, if applicable (the "Registration Materials") to the Entry Address. Entries postmarked on or before end of business day June 8, 2007 will be deemed Early Entries and will be assessed an entry fee of \$50. Entries postmarked on or before June 15, 2007 will be deemed Regular Entries and will be assessed an entry fee of \$100. Entries received by close of business, June 21, 2007 will be deemed Late Entries and will be assessed an entry fee of \$150. Entries received after June 21, 2007 will not be accepted. Entries submitted in accordance with these Official Rules shall be collectively referred to hereinafter as the "Eligible Entries." All entries must be submitted in accordance with the specification set forth in these Official Rules. All entries become the property of ACV and AAFL and will not be returned.

3. Once an entry is deemed an Eligible Entry, AAFL will notify each Team via email that their entry has been received and is eligible. Team members will be invited to the Competition Launch Party via email for the Competition to be held on Friday June 22, 2007 between 6 p.m. and 8 p.m. EDT (with the exact location to be announced on the Official Website). At 8 p.m. Eastern Standard Time on Friday, June 22, 2007 a contest theme, whose elements may include a prop, a character, a place and/or a line of dialogue will be announced. The theme will be announced on the Official Website. To qualify as an official entry in the Film Shootout, each group's film must contain all required elements. Upon receipt of their Film Theme, each Team will be required to develop a film based on the theme to submit as their Team entry to the Competition (the "Team's Film").

**4. Submission Requirements:** Entries shall consist of the Team's Registration Material and 2 miniDV tape copies of the Team's Film no longer than 5 minutes in length as specified in these Official Rules. Teams may be asked, at a later date, to submit copies of their Team Film in additional formats during the judging process. Films must be wholly original to the Team. All creative work for the Team Film, including but not limited to the following, must take place within the Competition Time Period: Writing the script, Rehearsing, Costume/Set Design, Shooting, Editing, Sound Design. Only the following work can begin prior to the Competition Time Period: Organizing Crew, Organizing Cast, Securing Equipment, Scouting/Securing Locations. All footage for the Team Film must be shot within the Competition Time Period. No stock footage or footage shot or created before the Competition Time period may be used in the Team Film. Animation and special effects are permitted, but must be created during the Competition Time Period. Only one Team Film may be entered by a given solo filmmaker or a Team. If a solo filmmaker or Team submits more than one film, only the first film entered will be considered. Entries that are not the original work of the Team, or illegible or incomplete entries will not be accepted. Furthermore, entries which do not adhere to the following programming guidelines may be rejected by ACV and AAFL:

(a) The finished Team Film must incorporate the theme selected for the 4th Annual 72 Hr Film Shootout which will be announced promptly at 8:00 p.m. June 22nd, 2007.

(b) The finished Team Film, including credits, must not exceed 5 minutes in duration. Required elements such as bars and tone, as detailed below, do not count against the 5 minute duration time.

(c) Any type of video or film camera may be used.

(d) The finished Team Film must be submitted on miniDV tapes. Each team must submit two copies of the final film. If ACV and AAFL cannot view your film on its equipment, it may be disqualified. ACV and AAFL will not return any films/videos submitted. Once submitted, all films and the corresponding entry information become the sole property of ACV and AAFL and will not be returned. Teams whose entries are chosen as finalists may be required to provide their film/video in an uncompressed video format.

(e) The finished Team Film must begin with the following:

- a. 10 seconds of bars and tone
- b. Team name, date, title, running time
- c. 10 seconds of black

**THESE ELEMENTS ARE NOT A PART OF THE 5 MINUTE TIME LIMIT**

(f) If shot in a 16:9 ratio and/or anamorphic, the Team Film must be letter-boxed. The projector will not be switched to stretch the picture.

(g) Films must include the following credit: "This film was made possible in part by the support of the 4th Annual 72 Hour Film Shootout, presented by the Asian American Film Lab, AZN, and Asian CineVision."

(h) ACV and AAFL reserve the right to reject any entry that could be considered pornographic, or that depicts hard core or graphic sex, or any other material, including language, deemed objectionable to community standards as determined by ACV and AAFL in its sole discretion.

ACV and AAFL reserves the right to reject any entry that it deems, in its sole discretion, to violate any of these policies.

**5. Releases:** Each Team is responsible for securing talent, location and all necessary releases for completion of their respective film. Regarding music releases, Teams are encouraged to work with local composers and/or musicians to write and record music for the Films. ACV and AAFL realize that this may be difficult to achieve. Therefore, it is permissible for a Team to use prerecorded music; HOWEVER the Team must have the rights to any music used in its Film. Participant shall defend, indemnify and hold ACV, AAFL, any other sponsors, AZN and their respective affiliated entities, and all sponsors harmless from and against any and all claims, demands, losses, damages, or other payments, including, without limitation, reasonable attorney fees, arising out of any breach or alleged breach of any of your warranties or representations herein. Releases must be available upon request. NOTE: Not having proper releases may prevent winning films from being screened at the 2007 Asian American International Film Festival or on AZN television.

**6. Judging Panel, Voting and Winner Selection:** Based on the judging criteria set forth in Paragraph 9 below, entries will be judged by ACV and AAFL and three (3) Finalists Prize Winners and one (1) Grand Prize Winner will be announced at the Competition Wrap Party (with the exact time and location to be announced on the Official Website). All Competition Teams will be invited to the Competition Wrap Party, though there may be a limit to number of seats allowed per team. Teams that are unable to attend the Competition Wrap Party will be able to determine if their Team is a Finalist Prize Winner or a Grand Prize Winner by accessing the Official Website.

**7. Grand Prize (1):** The Grand Prize Winner shall receive a prize package, consisting of a monetary prize provided by the AAFL and screening opportunities by ACV and AZN TV.  
**Finalists Prize (3):** Three (3) Finalist Prize Winners shall receive a monetary prize provided by the AAFL and screening opportunities by ACV and AZN TV.

**8. Eligibility:** The Competition is open to filmmakers and Teams whose members are each legal residents of the United States and Canada and have at least one Team member who is at least 18 years old at time of entry. At time of entry and during the course of the Competition, entrants (and all participating Team members) must be amateur filmmakers (i.e., cannot have a contract with a major or independent U.S. or Canadian film studio). In addition, in order to be eligible to participate in this Competition each Team must contain at least one key member and one lead actor who are of Asian or Asian American descent. A key member is a director, producer, writer, director of photography, or editor. A lead actor is a character that drives the storyline. ACV and AAFL reserve the right, in their sole discretion, to disqualify any entrant who is under a third-party agreement which ACV and AAFL deems as contradictory to the amateur nature of this Competition. ACV and AAFL assumes no responsibility for any internal disputes among members of Teams that are entered into the Competition with regard to the film submitted into the Competition, or any internal disputes among the various individuals and/or entities that have collective interest in any submitted film. Such disputes will not be resolved by ACV and AAFL. In the event that any such dispute or personnel change interferes with the operation of the Competition, entrants and their respective Team members involved in the dispute may be disqualified, in ACV and AAFL's sole discretion. VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW. Employees of AZN Television and each of the foregoing parties' respective affiliated companies, sponsors, subsidiaries; advertising agencies (and the immediate families of each) are not eligible to participate in this Competition. Members of the Asian American Film Lab ("AAFL") and AsianCine Vision ("ACV") are eligible to participate so long as they are not members of the organizing or judging committees of the Competition. By participating in this Competition, entrants agree to be bound by these Official Rules and by the decisions of ACV and AAFL which are final in all matters relating to this Competition. No responsibility is assumed for incorrect or inaccurate entry information whether caused by an entrant, any of the equipment or programming associated with or utilized in this Competition or by any human error which may occur in the processing of the entries or votes in this Competition. Neither ACV and AAFL nor AZN is responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation in or downloading any materials of this Competition. If, for any reason, the Competition is not capable of running as planned, including, but not limited to, changes in AZN's on-air programming, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of ACV and AAFL, AZN, or any and all sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, or for any reason ACV and AAFL deem it necessary, ACV and AAFL reserves the right in their sole and

unequivocal discretion to cancel, terminate, modify or suspend the Competition and/or the prizes. All interpretations of these Official Rules and the decisions of ACV and AAFL are final. ACV and AAFL reserve the right in their sole and unequivocal discretion to disqualify any individual it finds to be tampering, or has tampered with the entry process Site; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

**9. Judging Criteria:** Entries will be judged based on filmmaking ability, overall talent artist proficiency, originality, successful incorporation of the theme, and creativity.

**10.** Arrangements for the fulfillment of the Grand Prize will be made by AZN and ACV and AAFL during the 2007 calendar year. ACV and AAFL and AZN reserve the right, in their sole discretion, to substitute the Grand Prize or the Finalist prize, or any portion thereof, with prizes of comparable value. The Grand Prize and Finalist prizes are non-transferable. Each Grand Prize Winner and Finalist Prize Winner (and each participating member, if a collective group), as a condition of receiving the Grand Prize, or the Finalist Prize must sign (i) an affidavit of eligibility and liability to release ACV and AAFL, AZN, and their corporate parents, subsidiaries, affiliated entities, advertising agencies, and any other participating sponsors, and their respective employees, from any and all liability, claims, demands and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Competition or the use or acceptance of the Grand Prize or the Finalist Prize and (ii) except where prohibited, a promotional release granting the right to use his or her name, likeness and Team Film for advertising and publicity purposes without additional compensation. Entry into this Competition constitutes each entrant's agreement to sign such releases. Prior to the fulfillment of the Grand Prize, or the Finalist Prize, winners may be required to provide ACV and AAFL with identification proving his/her age and identity and also sign additional release(s) and/or agreement(s) necessary to fulfill the Prize. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY, FINALIST OR GRAND PRIZE WINNER (AT ACV and AAFL'S SOLE DISCRETION) WILL RESULT IN SUCH INDIVIDUAL'S DISQUALIFICATION AS A FINALIST AND/OR GRAND PRIZE WINNER OF THE COMPETITION AND ALL PRIVILEGES WILL BE IMMEDIATELY TERMINATED. Upon receipt of any part of the Grand Prize, Grand Prize Winner is required to comply with any and all applicable federal, state and local laws, rules and regulations related thereto.

**11.** (a) Entrants hereby agree to submit their entries under the following terms and conditions: (i) that ACV and AAFL and AZN may use entrants Films, and any ideas, concepts, materials, in whole or in part, contained in an entry to advertise, promote, and publicize ACV and AAFL and AZN or as otherwise set forth in the Participant's Agreement; (ii) that all materials submitted become the property of ACV and AAFL and will not be returned; (iii) that all materials submitted are free from any lien or claim by anyone, including, but not limited to any union, guild or performance rights society; (iv) entrants have obtained all rights, permissions and licenses necessary for ACV and AAFL and AZN to use the entries for any purpose; (v) that no entry, or any part thereof, infringes any trademark or copyright or otherwise violates anyone's right of privacy or publicity; (vi) entrants indemnify and hold harmless ACV and AAFL and AZN from any claims, suits, losses damages and expenses (including reasonable attorneys' fees) that arise from any breach of the following conditions. All entrants agree to the foregoing and in addition agree to obtain, upon request of ACV and AAFL or AZN, any documentation and releases necessary to prove their unrestricted ownership in all materials contained in their entries and their right to use such materials without limitation for any purpose. (b) Entrants will each sign a Participant's Agreement which grants to ACV and AAFL and AZN the non-exclusive, irrevocable right and license to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, broadcast, rebroadcast, transmit, record, publicly perform, and distribute and synchronize in timed relation to visual elements, the Team's Film and any related materials submitted by entrants and the Team (such as personal information and/or elements, including but not limited to name(s), trademarks, tradenames, likenesses, photographs, biographical materials and all other graphic and/or textual material) (together with the Team Film, the "Materials"), and/or any portions or excerpts thereof, in any manner, an unlimited number of times, in any and all media, now known or hereafter devised, throughout the world, in perpetuity to advertise, promote, and publicize AAFL, AAFLFS, ACV, AZN Networks, and/or any of Producers' worldwide programming services in all media throughout the universe and may authorize others to do so. Such advertising, promotion, and publicity may include portions and excerpts, in addition to cut-in, synchronized, dubbed and superimposed versions of the Materials. ACV and AAFL and AZN may use and authorize others to use Participant's name, voice, biography, and likeness as well as those of artists or individuals who rendered services in connection with the Team Film in any media for the purposes of advertising, promotion or publicizing the use by ACV and AAFL and AZN of the Team Film, the Competition, AAFLFS, and/or any of AZN's programming services.

**12.** All interpretations of the rules and decisions by ACV and AAFL are final. ACV and AAFL reserves the right, in its sole discretion, to disqualify any individual it finds or believes to be tampering with the entry process or the operation of the game; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. AAFL reserves the right to amend these rules.

**13.** This Competition is sponsored by Asian Cine Vision and Asian American FilmLab., 133 West 19th Street, Suite300, New York, NY 10011.