

**SOUTH DAKOTA**  
**film** 2007  
**FESTIVAL**

South Dakota Film Festival 2007

**Official Application  
& Entry Rules**

## 2007 Application

### Film Information

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

Type: Feature  Short  Length: \_\_\_\_\_ minutes

Category: Narrative  Documentary  Animation

Filming Location(s) (City, State): \_\_\_\_\_

### Contact Information

(Please list multiple names and contact info if applicable.)

Contact: \_\_\_\_\_

Production Company: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

### Credits (Additional credits not represented can be included as an attachment.)

Executive Producer: \_\_\_\_\_

Producer: \_\_\_\_\_

Director: \_\_\_\_\_

Writer: \_\_\_\_\_

Cast (Principal Roles): \_\_\_\_\_

Musical Credits (All Songs & Artists): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Synopsis: (150 words Max)

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Payment Information

Payment Method: Visa  MasterCard  Cashier's Check/Money Order

Feature Films: \$30.00 (\$40.00 after 7/31) per film \* \_\_\_\_\_ # of films submitted = \$ \_\_\_\_\_

Short Films: \$20.00 (\$30.00 after 7/31) per film \* \_\_\_\_\_ # of films submitted = \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Credit Card Information (If not enclosing Cashier's Check/Money Order)

Charge your Credit Card: \$ \_\_\_\_\_

Expiration Date: \_\_\_/\_\_\_ (Month/Year)

Card Number: \_\_\_\_\_

V-code (last three digits in signature line on back of card): \_\_\_\_\_

Name on card: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Or Phone in Credit Card Information

1-605-225-2228

Monday-Thursday, 9:30a.m.-5:00p.m. C.S.T.

Friday, 9:30a.m.-12:30p.m. C.S.T.

I phoned in my credit card information on \_\_\_/\_\_\_ (MM/DD)

By signing this document on the line provided below, I certify and attest that I have read, understand and agree to be bound by the Official Entry Rules for South Dakota Film Festival, and that I am legally authorized to provide and submit this film on behalf of the Production Company above. I understand that failure to abide by the Official Entry Rules and by Federal and International law will result in disqualification from the South Dakota Film Festival of this current cycle as well as possible future cycles.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Written Parental Consent for Minors**

I certify that I am the parent or legal guardian of the entrant above. I certify that I have read and agree to be bound to the Official Entry Rules for the South Dakota Film Festival. I understand that failure to abide by the Official Entry Rules and by Federal and International law will result in disqualification from the South Dakota Film Festival of this current cycle as well as possible future cycles.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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Checklist

- Entry Fee (Cashier's Check/Money Order included or Credit Card information included)
- Completed and Signed Application Form (3 pages + any attached pages)
- Screening Copies (3) on DVD
- Press Kit (if available)
- Trailer on DVD (if available)

Send Entries To:

South Dakota Film Festival  
417 S. Main Street  
Aberdeen, SD 57401

# South Dakota Film Festival 2007

## 2007 OFFICIAL RULES OF ENTRY

The 2007 South Dakota Film Festival will take place is scheduled to take place in Aberdeen, South Dakota between September 21 and September 23 of 2007. The call for submissions begins on June 11, 2007 and will end on July 31, 2007 with a possible late submissions deadline ending no later than August 31, 2007. All entries must be received by the Aberdeen Film Society no later than 11:59 PM on July 31, 2007 with a possible late submissions deadline of August 31, 2007. The period between July 31, 2007 and August 31, 2007 will hereafter be known as the "late submission period". That means "in hand" by that date and time, not "postmarked" by that date.

**By submitting an entry, or entries, we assume that you agree to the Official Rules of Entry and acknowledge that the decisions of the adjudicators shall be binding and final.**

**To Enter:** Three copied of each entry must be submitted to the South Dakota Film Festival in DVD format. All entries in the "shorts" category must be between four (4) to twenty (20) minutes long. Entries submitted to the "features" category should be at least twenty-one 21 minutes in length. Entries may be accompanied by any and all promotional material your company is capable of providing; including but not limited to, trailers, press kit, photos, personal bios, bonus material and out-takes. Any entry in a foreign language must be overdubbed or subtitled in English. Each entry must also be accompanied by a non-refundable entry fee in U.S. dollars as follows (I) \$30 entry fee for "features", (II) \$20 entry fee for "shorts". Submissions received during the "late submissions period" will be (I) \$40 for features, (II) \$30 for shorts. Multiple up to three (3) entries per company or team are accepted, and must each be accompanied by the appropriate entry fee. For companies or teams with multiple entries, disqualification of one film due to breach of the Official Rules of Entry will result in the disqualification of ALL films submitted by that company or team. The South Dakota Film Festival, its affiliates, employees, officers, directors, licensees and assigns will not be responsible for late, lost, incomplete, illegible, damaged or otherwise corrupt, postage-due or misdirected entries. All physical copies of entries (i.e., DVDs, press kits, photographs, and all other tangible material submitted to the South Dakota Film Festival) shall become the property of South Dakota Film Festival and may not be returned.

It is the sole responsibility of the entrant to notify The South Dakota Film Festival in writing if the entrant changes his/her address, phone number, or other contact information. To do so, write to: South Dakota Film Festival -Attn: Address Change, 417 S. Main Street, Aberdeen, SD 57401. Notification must be received by August 31, 2007.

**Eligibility:** The Competition is open to individuals who are 18 years of age or older, and, if under the age of 18, entries must be accompanied by written parental consent. The South Dakota Film Festival reserves the right to verify and confirm such consent and disqualify any entrant under 18 without valid consent.

By entering this Competition all entrants grant to the South Dakota Film Festival the unrestricted right to use their respective names, photographs, likenesses, voices, and/or biographical information for South Dakota Film Festival production, publication, publicity, advertising and all other promotional purposes without compensation, review or approval unless prohibited by law. All federal, state, local, and international laws and regulations apply.

**Additional Entry Regulations:** Each entrant represents and warrants to the South Dakota Film Festival that his or her entry is (i) completely the original work of the entrant(s), (ii) not copied from any other source or currently contracted or distributed, disseminated in any media or format (except for previous broadcast on campus television or limited Internet broadcast on a Web site controlled and maintained solely by the entrant) (iii) not in the public domain, and (iv) not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind, of any other person or entity. If, for any reason, the South Dakota Film Festival, in its sole discretion, believes that any entry contains any material that may infringe or violate any law or any rights of a third party, South Dakota Film Festival will immediately disqualify such entry and take all other measures South Dakota Film Festival may deem appropriate. Entries that contain any content determined by South Dakota Film Festival in its sole discretion as indecent, inappropriate, morally objectionable or otherwise unfit for dissemination will be immediately disqualified. Entries not meeting stated running time requirements will be disqualified. Entries not satisfying these Official Rules of Entry in any respect will be disqualified at the sole discretion of the South Dakota Film Festival. Each entrant agrees to obtain (at the entrant's expense) from all requested parties, any and all releases, permissions, agreements or other documents, in a form acceptable to South Dakota Film Festival, as may be required by the South Dakota Film Festival and any of its affiliates or sponsors upon request, to confirm, record and/or perfect their rights in the entry pertaining to (but not limited to) on-camera talent, writers, composers, and any other third parties providing any services or materials in connection with such entrant's entry to the Competition..

Each entrant further acknowledges that the South Dakota Film Festival and its affiliates, employees, officers, directors, licensees, assigns, and sponsors (collectively the "SDFF Entities") may engage in activities in connection with developing, writing, acquiring, publishing, disseminating and broadcasting literary, artistic, and other material (collectively, the "Materials"). In submitting an entry to South Dakota Film Festival, each entrant acknowledges and understands that any materials that the SDFF Entities may hereinafter use or exploit may have originated with the SDFF Entities themselves or may have been acquired from the SDFF Entities' employees or other parties, and that such Materials may duplicate, parallel or resemble the entrant's entry to the Competition.

By submitting an entry, entrants acknowledge that they understand and agree that the SDFF Entities' use of Materials containing features and elements similar to or identical with those contained in their entry shall not entitle the entrant to any compensation. As an inducement to South Dakota Film Festival to accept the entrant's entry into the competition, each entrant hereby waives any claim or right of action against any of the SDFF Entities in connection with the use of any Materials whether or not such Materials contain elements similar or identical to those contained in an entrant's entry.

**Judging:** The official judging panel, consisting of individuals selected by the South Dakota Film Festival, at its sole discretion, will make a number of official selections from all eligible entries received. From these official selections, winner(s) may be selected and announced at an awards ceremony to

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occur following the close of the Competition. The judging may be based on the following criteria: (i) originality and creativity; (ii) overall quality of the production of each entry, including, without limitation, writing, acting, directing, editing, etc. An interview with the entrant may also be required prior to the judges' decision. The judging will be conducted approximately in late August and/or early September, 2007. The selected entrants will be notified by telephone and/or e-mail. Potential winners will be required to sign and return within five (5) business days of receipt all documents that South Dakota Film Festival may reasonably require. If any potential winner does not reply to any notification by South Dakota Film Festival within five (5) business days, such potential winner may be disqualified in the discretion of South Dakota Film Festival and an alternate potential winner may be selected. This process may continue until a winner is selected. South Dakota Film Festival shall not be responsible for any missed, lost or misdirected notification or an entrant's failure to receive a communication from South Dakota Film Festival.

**Categories Awards:** The South Dakota Film Festival reserves the right to award a number of competition prizes and/or awards, in categories selected by the South Dakota Film Festival in its sole discretion, as it may deem appropriate.

**Grant of Rights by Each Entrant to the South Dakota Film Festival:** By entering, each entrant acknowledges and agrees that South Dakota Film Festival shall have the rights in and to the entry, as follows:

1. For the period commencing on the date of submission and terminating on the date that is one (1) month following the last day of the Competition (the "Exclusivity Period"), South Dakota Film Festival shall have the exclusive right to exhibit or disseminate each entry (portion(s), element(s) etc.) in any manner, media or format now known or hereafter devised (the "South Dakota Film Festival Exclusive Right"). Each entrant agrees not to exhibit or disseminate, or authorize any third party to exhibit or disseminate, in any manner, media, or format, his or her entry (or portions thereof), during the Exclusivity Period.

2. Commencing immediately upon the termination of the Exclusivity Period, the South Dakota Film Festival shall have the nonexclusive right to exhibit or disseminate each entry (and any portion(s) or element(s) thereof) in any manner, media or format now known or hereafter devised (the "South Dakota Film Festival Non-Exclusive Right").

3. If, at any time after the Official Selections of the Competition are publicly announced by the South Dakota Film Festival, any entrant receives a bona fide offer from a third party primarily engaged in the business of programming for television, exhibition and/or distribution rights to his or her entry, then South Dakota Film Festival shall waive the South Dakota Film Festival Non-Exclusive Rights or South Dakota Film Festival Exclusive Rights, as the case may be, for the remainder of the applicable period, effective immediately upon review by the South Dakota Film Festival of written notification of such request that must include documents pertaining to the offer. The entrant shall be free, at such point, to dispose of such rights with respect to his or her entry free and clear of any encumbrance or lien on the part of the South Dakota Film Festival. The South Dakota Film Festival reserves the right to verify or inspect evidence of any such bona fide third party offer.

4. Notwithstanding any other provision contained in these Rules, including, without limitation, Paragraph 3 above, each entrant acknowledges and agrees that South Dakota Film Festival shall have the right to include each entry (or any portion(s) or element(s) thereof) in a DVD or other product that is a compilation or sampling of entries (e.g., a "Best Of" or "Highlights") from the 2007 Competition and/or any other year of the South Dakota Film Festival, and to exhibit, sell, disseminate, broadcast, or distribute such DVD or other product. In the event an entrant does not wish to have such entrant's entry included on such DVD or other production, written notification (deliverable by mail) indicating such entrant's wish that the entry not be used in such DVD or other product must be actually received by South Dakota Film Festival no later than September 30, 2007. Mail your request for exclusion to South Dakota Film Festival – Attn: DVD, 417 S. Main Street Aberdeen SD, 57401.

**Copyright:** Subject to the rights granted to South Dakota Film Festival as described above and the other terms and conditions herein, each entrant shall retain the copyright in and to his or her respective entry.

**Publicity:** Some or all of the entrants whose entries are chosen as Official Selections, including the winners of the Competition, may be required to participate in a reasonable number of customary promotional and publicity activities (including public appearances, press junkets, interviews, and the like) to promote The South Dakota Film Festival and the Competition. If an entrant is not willing or not able to participate in such customary promotional activities at the time of the announcement of the winners, South Dakota Film Festival reserves the right to select another winner.

**Additional Conditions of Participation:** If for any reason the Competition is cancelled or cannot be administered or completed as planned, the South Dakota Film Festival reserves the right, at its sole discretion, to terminate, modify and/or suspend the Competition and to determine the winners by having the judges evaluate all eligible entries received prior to the action taken, or as otherwise deemed fair by the South Dakota Film Festival. South Dakota Film Festival reserves the right to terminate, modify or suspend this Competition due to any reason deemed appropriate by the South Dakota Film Festival in its sole discretion. By entering, each entrant agrees that should this Competition be terminated for any reason such entrant waives any right to seek recompense by any means.

**Names of Finalists and Winner:** For the names of the Finalists and Winners, available after November 1, 2007, mail a self-addressed, stamped envelope to: South Dakota Film Festival – Attn: Winners, 417 S. Main Street Aberdeen, SD 57401.

**Questions:** For additional information, please contact:

For questions on rules and eligibility of your film, [submissions@southdakotafilmfest.org](mailto:submissions@southdakotafilmfest.org)

For press media questions or requests, [press@southdakotafilmfest.org](mailto:press@southdakotafilmfest.org)

For website feedback, [webmaster@southdakotafilmfest.org](mailto:webmaster@southdakotafilmfest.org)