

## HBO SHORT FILM AWARD SHOWCASE RELEASE

I certify that the film that I am submitting to the HBO Short Film Award Showcase (the "Film") for the 2023 American Black Film Festival (the "Festival") is original to me, that I own all rights to the Film necessary for submission, and that the Film and I meet all of the Eligibility Requirements for the HBO Short Film Award Showcase set forth online at abff.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, including the award of a monetary prize and payment by Home Box Office, Inc. ("HBO") of my transportation and certain other expenses in connection with my attendance at the Festival, HBO shall have the sole and exclusive option (but not the obligation), until August 31, 2023, to license the exclusive rights to exhibit the Film by any and all means or media, including via any and all programming services owned and/or controlled by HBO or any of its affiliates. I acknowledge that I will negotiate in good faith exclusively with HBO during such period. I acknowledge that HBO and ABFF Ventures 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 ABFF Ventures 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 ABFF Ventures 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, ABFF Ventures and/or the Festival.

I UNDERSTAND THAT EXCEPT AS PROVIDED FOR UNDER THE ELIGIBILITY REQUIREMENTS AND REGULATIONS OF THE HBO SHORT FILM AWARD SHOWCASE, NEITHER HBO, ABFF VENTURES, 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 FILM LIFE DURING OR IN CONNECTION WITH THE SHOWCASE OR THE FESTIVAL, AND I HEREBY IRREVOCABLY RELEASE AND DISCHARGE HBO, FILM LIFE, AND THEIR RESPECTIVE PARENT, SUBSIDIARY AFFILIATE COMPANIES, LICENSEES, SUCCESSORS AND ASSIGNS AND THE EMPLOYEES, OFFICERS AND DIRECTORS OF THE FOREGOING ("RELEASED PARTIES") 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 SHOWCASE, 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 HBO Short Film Award Showcase, 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 (ASCAP), Broadcast Music, Inc. (BMI), Society of European Stage Authors and Composers (SESAC) or Global Music Rights (GMR) in the United States, (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.

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 the Released Parties from any claims that I now have or may ever have from or relating to any use of the Film or my participation in the competition.

HBO will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the HBO's privacy policy at <https://www.warnermediaprivacy.com/policycenter/>. By participating in the Showcase, you hereby agree to HBO's collection and usage of their personal information and acknowledge that they have read and accepted HBO's privacy policy. Entrants also agree to the FilmFreeway Privacy Policy available at: <https://filmfreeway.com/page/privacy-policy> and Terms of Service available at: <https://filmfreeway.com/page/terms-of-service#tos-festivals>.

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: 12/12/22

NAME: (Please print) Marc Bernardin

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

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