

**2009
EMERGING, STUDENT & INDEPENDENT FILM FESTIVAL
GUIDELINES**

**Produced & governed by
Optimist Club of the Performing Arts
1669 Green Grove Avenue
El Cajon, CA 92020
(619) 444-3770**

**Chartered 6/26/95 by Optimist International
4494 Lindell Boulevard, St. Louis, MO 63108**

Optimist Club of the Performing Arts Mission Statement

The Optimist Club of the Performing Arts, in its efforts to stimulate and acknowledge the creative spirit, in the belief that we are a "Friend of Youth," and with its efforts to support the community will establish a yearly film festival to promote, present and reward outstanding examples of creativity in film production.

Optimist Club of the Performing Arts Vision Statement

The primary vision of the Optimist Club of the Performing Arts is to give talented and creative applicants a venue in which to showcase their creativity in competition with their peers and judged by individuals with experience and knowledge of film production. Our hope is to stimulate the creative spirit by recognizing these talents with awards and acknowledgements. By conducting a film festival, we will bring talented creators, mentors, press and the general public together.

GUIDELINES

Adopted by the Board of Directors of the Optimist Club of the Performing Arts

1. Eligibility & Liability

Individuals, organizations and schools are eligible to submit productions for competition during the Emerging, Student & Independent Film Festival. Minors (those under age 18) shall be represented by an adult 18 years of age or older who shall assume all legal responsibilities for the entry and action of the minor/s, and said adult/s shall be responsible for obtaining all authorizations required for copyrighted material and participants included in any production. All entries are required to comply with all applicable laws (including copyright laws) in force in the State of California and the City of El Cajon.

2. Programming

The Board of the Emerging, Student & Independent Film Festival will not exercise any editorial control over any production, but will reserve the right to disqualify any entry for any reason it may deem inappropriate for showing at the Festival. Any disqualification or rejection of any material submitted by an applicant will not be subject to review or litigation by the applicant.

3. Entry Disqualifications

a. Programming of a commercial nature or containing any of the following is prohibited: Advertising material designed to promote the use or sale of commercial products or services, including any aural or visual display or representation of a commercial business, store, product, service, trademark, serve mark, trade name, logo or jingle.

b. Appeals for funds by or on behalf of candidates for public office and/or ballot initiatives and measures.

c. Solicitations or appeals for revenue or donations in any form.

4. Illegal Entries

a. Information concerning any lottery, gift enterprise or similar scheme offering prizes dependent in whole or in part upon lot or chance. Any list of prizes drawn or awarded by means of any such lottery, gift enterprise, or scheme whether or not said list contains part of all such prizes.

b. Material that is intended to defraud the viewer or is designed to obtain money by false or fraudulent pretenses, representation or promise.

c. Obscene matter. Violation of this rule is subject to criminal liability under federal law, Title 18, U.S.C., Sec. 1464. Examples of such obscene material include, but are not limited to, the following: profanity, frontal nudity, explicit sexual activity, anal cleavage, masturbation, copulation and/or pedophilia.

5. Copyright & Talent Releases

a. No entry shall contain material which is subject to copyright, except where the entrant has proven compliance with applicable laws or has received from the holder or any individual who has power of attorney for the holder of said copyright. The producer guarantees and ensures that all necessary copyright releases have been given. *It is the responsibility of the entry/producer of the film to obtain all appropriate copyright releases, and not the responsibility of Festival management, its agents or sponsors.*

b. Entrants are required to inform Festival management if their entry contains or involves copyrighted material or material subject to other ownership or royalty rights. The entrant shall make all arrangements with the owners of any copyrights, royalty rights, etc., for permission to exhibit the material at the Festival, and shall provide written proof of same to Festival management before the entry can be shown to the public.

c. Entrants shall guarantee that all people appearing on camera have signed "Approval Talent Release" forms. People appearing at large public forums may be exempt. Failure to provide appropriate forms may result in the disqualification of the entry in the Festival.

d. Except as provided in this section, no entry shall include matter of any type which constitutes a credit or acknowledgement to any person, business, enterprise, product or foundation for assistance given to the production. It is understood that grants and/or other types of support may be made to individuals, groups or entities for purposes of underwriting the cost of creation or production of entries. In such cases, a standard, nondescript "patron's acknowledgement" may be placed at the beginning and/or at the end of the entry (i.e.: "This program was made possible by. . . ."). As described in paragraph 3.a, commercial programming such as advertising is prohibited. However, in the 30-second commercial division, advertising such as "Public Service Announcements" are acceptable. Participants are prohibited from using real products, services or trademarks.

e. The use of all telephone numbers, mailing addresses, e-mail addresses or website addresses shall not violate any prescribed rules within these guidelines. Telephone numbers, mailing addresses, e-mail addresses or website addresses within an entry must be pre-approved by Festival management.

All entrants assume complete responsibility for the content of programming provided. Any disputes that arise concerning the entry shall be resolved between the creator/creators and the complaining party/parties.

To ensure compliance with these guidelines, Festival management may require written scripts or transcripts of an entry.

If any of the above guidelines are violated, the entry may be disqualified and returned to the entrant. Festival management reserves the right to run a statement of disclaimer before and/or after a public viewing of an entry to alert viewers that the views expressed in the entry are not necessarily those of the Festival and/or its agents.

6. Technical Standards

All entries must meet the following technical standards in order to be eligible. Festival management reserves the right to disqualify any entry that does not meet these technical standards.

- a. Only DVDs will be accepted.
- b. Entry audio must be clear and understandable.
- c. Only one (1) entry may be recorded on each DVD.
- d. Entries must conform to time constraints outlined on the entry form.
- e. Two (2) first-generation copies must be submitted. *Do not submit edit masters.*

7. Awards

The winners of all awards will be announced at the Festival, and will be presented to entry producers. A list of winners will also be posted on the Festival website, esifilm.org.

8. Miscellaneous

- a. All entries will become the property of the Festival for archival purposes.
- b. All entries will be previewed by Festival management before being submitted for judging, and Festival management reserves the right to disqualify entries for reasons outlined in this document.
- c. Each entrant may enter as many individual categories as they have individual entries, and appropriate entry forms, applicable fees, releases, etc. must accompany each separate entry.
- d. Adults *may not* enter the youth divisions, however, youths *may* enter the Adult division if they wish.
- e. The Festival and/or its agents cannot be held responsible for loss, destruction or damage to any entry submitted to the Festival, the failure to show any entry for technical or content reasons.
- f. Mistakes by persons involved with the Festival cannot be a basis for contesting judging results.
- g. The Festival reserves the right to broadcast and/or promote any entry submitted for judging. However, the Festival has no obligation to publicize or promote any or all programs submitted.
- h. All entries are considered for recognition only, and are not guaranteed any prize or gift that may be offered by anyone connected with the Festival. Prizes and gifts offered by Festival supporters are *not* the responsibility of the Optimist Club of the Performing Arts, The Emerging, Student & Independent Film Festival or its agents.