

**THE KENYA FILM COMMISSION MOBILE PHONE FILM COMPETITION 2017 TERMS AND  
CONDITION**

**For those submitting their mobile phone films for Competition:**

- Please fill and sign the form per Submission.

**SECTION 1: PRODUCTION DETAILS**

Production Title:

Duration (minutes):

Type of Phone:

Filming Date:

Producers Name:

Production Period:

Aspect Ratio:

Counties where production took place:

## SECTION 2: PRODUCTION CREW

Please complete crew details below. For larger lists you may attach a separate list of cast and crew details.

### Director Details

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

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

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

Mobile: \_\_\_\_\_ Fax No: \_\_\_\_\_

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

Nationality: \_\_\_\_\_

### Producer Details

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

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

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

Mobile: \_\_\_\_\_ Fax No: \_\_\_\_\_

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

Nationality: \_\_\_\_\_

**Director of Photography:** \_\_\_\_\_

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

**Production Designer:** \_\_\_\_\_

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

**Editor:** \_\_\_\_\_

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

**Sound Designer:** \_\_\_\_\_

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

**Original Music by:** \_\_\_\_\_

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

**Scriptwriter:** \_\_\_\_\_

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

### **SECTION 3: TERMS AND CONDITIONS**

**Citizenship:** Participants **must** be Kenyan citizens.

**Submissions:** Submitted films **must** be **Kenyan Stories**.

**All** release forms should be attached.

**Age of participants:** below 35 years, with those under 18 required to provide an approval form from the guardian.

**Themes:** drama (horror, thriller), comedy, documentary, adventure (travel) and reality with the tagline being *My Kenya...My Story*

**Length of the films:** 5 minutes maximum.

**Language of films:** English and with subtitles for other languages.

**Terms of disqualification:**

1. Device used is not a mobile phone

2. The film exceeds 5 minutes
3. The film features provocative aspects; nudity, violence.
4. The film is uncensored; vulgar language.
5. The film does not have subtitles and is in any other language other than English.
6. The film is of poor quality.

**Mode of submission:**

Submitted films should also be uploaded online on film **freeway**

**Voting** will be done **online** on from the **Kenya Film Commission** website

All participants should submit a **synopsis** and a poster for their film.

**Upload** pictures of **crew** members on **film freeway**.

Stock footage not allowed.

Insistence on **originality** of content (not submitted elsewhere etc)

Inclusion of period of production, i.e Copyright November 2017.

For information you may call 020-2714073/4 or email [info@filmingkenya.com](mailto:info@filmingkenya.com)

**Closing Date:** Submissions must be received by **15<sup>th</sup> December 2017**

**Copyright: PLEASE NOTE: If the Production uses material (including music) that may be owned by a third party (or if a third party has any right or interest in such material), you may be required to give the Kenya Film Commission written proof that the third party has consented to the use of the material for the purpose of making the production. To promote fairness to other artistes, Kenya Film Commission may disqualify an entry that lacks approval for the use of third party materials.**

## **2. Decisions**

(a) An Academy of long serving, well-known Film Lecturers and Technical experts will review all the submissions and nominate them accordingly and as they deem relevant.

(b) The Academy's decision will be final and no discussions will be entered into.

(c) The Kenya Film Commission accepts no responsibility for late, misdirected, lost, undelivered or illegible entries.

(d) Failure to comply with these Terms and Conditions will result in disqualification and an alternate may be selected at the discretion of the Academy and the Kenya Film Commission Board and Management.

### **3. Kenya Film Commission's Rights**

(a) You hereby grant the Kenya Film Commission the non-exclusive and irrevocable right to broadcast and/or exhibit (and authorise to any third party the broadcast/exhibition of) submitted Film and program in all media (including, without limitation, television, video on demand, satellite, multimedia distribution systems, ADSL, internet and mobile/handheld devices) during the nomination and voting process and after with the aim of promoting the Commission and Film & TV Industry.

(b) All material created by Kenya Film Commission featuring excerpts of the production is and shall remain the property of Kenya Film Commission.

(c) Kenya Film Commission shall have the right to copy the Films and programs (or clip(s) of it) and to send such copies to the nominating Academy and to journalists for the purpose of reviewing the Film and for promoting the Kenya Film Commission and the Industry..

(d) Nominated Films may be screened at selected mediums e.g. broadcast Houses or Digital TV during the festival period. Entering your production therefore is deemed be consent for the carriage of the same.

(e) The right to broadcast the entries for publicity to create awareness of the contents of any entries is hereunder given without prejudice by the appendage of the signature of the authorized official submitting the entry.

### **4. Third Party Copyright**

Please note:

4.1 You warrant and confirm that you own or have obtained all rights and/or releases necessary including without limitation:

(a) All rights, releases and/or copyright clearance in relation to all material included in the production owned or controlled by a third party including music, literary, dramatic and/or artistic works;

(b) Releases for all locations featured in the Film;

(c) Consents from all persons featured in, portrayed or contributing to the filming and production of the project, including the director;

(d) License to use all copyright work used in the production or required for its exploitation, including scripts;

(e) In order to allow the Kenya Film Commission to promote the Film Competition, the films you hereby consent to Kenya Film Commission (and its partners) editing and cutting the production in order to exercise the rights granted to them hereunder and to the use by the Kenya Film Commission any content from the production in conjunction with other content and materials in the exercise of their rights hereunder granted.

## **5. Publicity**

(a) You agree to provide the name and biography of all those involved in the production of the Film or program including actors and directors and grant the Kenya Film Commission the right to use such information in promoting the Film and the mobile film competition.

(b) You agree, and will use reasonable efforts, to procure that other participants in the Film or program agree to take part in reasonable publicity for the Awards as requested by the Kenya Film Commission.

## **6. Third Parties**

(a) You warrant and represent that you have the right to enter into this Agreement and to grant the rights set out herein.

(b) You warrant and represent that nothing in the Film or program is obscene, defamatory, and libelous or breaches Kenyan Government rules.

## 7. Indemnity

You indemnify and hold harmless the Kenya Film Commission, and its affiliated Corporations, from and against any and all claims, suits, liabilities, judgments and Damages arising out of a breach by you of any of the obligations, representations or Warranties contained in these Terms and Conditions.

### Please note:

- During the selection process, all entries must be received in DVD format and soft copy or in Blue Ray, Digital or DCP format.
- DVD submitted for Smart phone film competition will not be returned.

I \_\_\_\_\_ Producer/Director of \_\_\_\_\_ have read the terms and conditions of this form and understand them fully and agree to abide by them on this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

(Name) \_\_\_\_\_

(Signature) \_\_\_\_\_