

“ShakeShock.com” APPLICATION

FIRST NAME: _____

LAST NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CELL PHONE: _____

HOME PHONE: _____

EMAIL: _____

SHAKESHOCK.COM PROFILE NAME: _____

AGE: _____ DATE OF BIRTH: _____

TITLE OF FILM _____

EDUCATIONAL SUBJECT FILM IS BASED ON _____

WHAT SCHOOL DO YOU ATTEND? _____

CLASS THAT WILL RECEIVE PIZZA PARTY (SUBJECT, TEACHER, & PERIOD):

TYPE OF FILM? DRAMA COMEDY ACTION/ADVENTURE
 HORROR OTHER

GIVE BRIEF SYNOPSIS OF FILM.

WHAT YEAR WAS YOUR FILM MADE? _____

FILM FORMAT: 35MM 16MM HDCAM DVCAM OTHER

COLOR BLACK & WHITE BOTH

HAS YOUR FILM RECEIVED ANY AWARDS? YES/NO _____

IF YES PLEASE LIST.

CURRENT OCCUPATION: _____

WHAT IS YOUR BIGGEST ACCOMPLISHMENT?

IS THERE ANY THING ELSE YOU WANT US TO KNOW? _____

APPLICATION RULES AND REQUIREMENTS:

This application (“Application”) is for participation as a contestant in an online short film competition whose purpose is entertainment. You must satisfy all eligibility requirements and submission guidelines set forth herein in order for your Application to be considered by Producer (defined in Paragraph A.V below).

Along with your Application, you must submit a short film or video entry that meets the submission requirements herein, for Producer’s consideration. Please carefully read this Application and only submit an Application if you (i) fully and completely agree to comply with all of the terms and conditions set forth herein and (ii) submit a short film or video pursuant to the requirements and submission instructions set forth herein and on the ShakeShock.com Website.

- A. Eligibility Requirements: The following eligibility requirements must be met in order to proceed with the application process:
 - I. You must be at least 15 years of age at the time of application. However, if you are under 18 years of age, your parent or guardian must execute the “Parental Consent” signatures below in order to be eligible.
 - II. You must follow the directions set forth in this Application. The completed Application, and all materials submitted therewith, **will not be returned to you.**
 - III. Applications **MUST** be written clearly or typed. Please do not include anything except the completed forms and the Submission tape/DVD.
 - IV. All applicants who believe they meet our criteria, including persons with disabilities, are welcome and encouraged to apply to be a participant.

- V. Neither you nor any of your immediate family members or anyone living in your household may be or have been within the past two years employees, contractors, officers, directors or agents of any of the following: (a) Richard D. Tucci or Tucci Enterprises (“Producer”); (b) any sponsor of the Website or its advertising agency; or (c) any person or entity supplying services to the Website. In addition, Producer reserves the right to render ineligible any person who Producer determines, in its sole discretion, is sufficiently connected with the production, administration, judging, or distribution of the Website such that his or her participation in the Website could create the appearance of impropriety.
- B. Short Film Submission Requirements: Any short film and/or video that you submit along with this application (“Submission”) must meet the following requirements:
- I. **CONTENT:** The Submission shall consist of both (1) a 30-45 second introduction of your Submission and yourself as a filmmaker (“Intro Video”) and (2) a “short” film or video which has a beginning, middle and end in a broad sense based upon an educational topic (“Short”). The Submission may be any educational subject (i.e. literature; history; science; etc.) as long as it is educational, and may be in any genre (other than pornographic). You must be the director of the Submission, though it may be edited by someone else. You must own and control all rights to the Submission to the extent required under the Submitted Materials Release attached hereto and incorporated in this application. **Submissions may not contain nudity, excessive profanity, use of obscene language or gestures or any depiction of real or simulated sexual acts, extensive violence or any actual illegal acts or written descriptions thereof. Submissions should not contain references to actual people and events (other than references to people and events in the public domain, or to your personal history in the Intro Video). Submissions may not contain any derogatory references to Producer, or any affiliated entity or person thereof or any announced promotional partners.**
 - II. **LENGTH:** THE INTRO VIDEO SHALL BE A MINIMUM OF THIRTY SECONDS AND A MAXIMUM OF FORTY-FIVE SECONDS, AND THE SHORT SHALL BE MAXIMUM OF TEN MINUTES.
 - III. **FILE SIZE AND FORMAT:** The short shall be submitted on either a MiniDV tape, a DVD, or a data CD.
 - IV. **E-MAIL ADDRESS:** Each entrant submitting a Submission must be the rightful owner (or have authorized use) of the e-mail address identified in the Application below.
 - V. **NUMBER OF SUBMISSIONS:** You may only submit one Submission per class, and per contestant. However, contestants may upload as many videos as they like to their own account on ShakeShock.com, which will not count towards the competition.
 - VI. **ANY SUBMISSIONS THAT EXCEED THE FOREGOING LENGTH, SIZE AND**

FORMAT REQUIREMENTS MAY NOT BE CONSIDERED BY PRODUCER.

C. How to Send in Your Submission: In order for your Submission to be considered you must submit your Submission in the following manner:

- I. Your Uploaded Submission will not be considered. Your submission must be mailed on either a DVD, data CD, or a MiniDV tape. Submissions without cleared music and scoring (i.e., you own or have obtained the rights to use such music and scoring), as set forth in Section 5 of the Submitted Materials Release, will not be posted on the ShakeShock.com Website and shall be only submitted for consideration by Producer using the procedures set forth in Section C.II. below.
- II. Only mailed-in submissions, with all materials included in the submission will be considered.

D. Additional Requirements / How to Submit Your Application:

- I. Applications will only be considered if they are complete and properly submitted pursuant to this Application. Complete Applications consist of the following:
 - a. Signed originals of the following documents:
 - (1) Profile on the Website
 - (2) ShakeShock.com Application
 - (3) Parent/Guardian release signature (for students under 18)
 - (4) DVD, data CD, or MiniDV Copy of the Short Submission
 - (5) Intro Video

SUBMISSIONS WITHOUT EACH OF THESE SIGNED DOCUMENTS ARE INELIGIBLE FOR PARTICIPATION AND WILL NOT BE VIEWED.

- II. THE DEADLINES FOR APPLICATIONS: Your completed Application must be submitted by the following dates:
 - b. Mailed Submission: Must arrive on or before **May 1, 2009**.

- III. Where to Send your Application: Your completed and signed Application Rules and Requirements, Applicant Information Sheet, and your Submitted Materials Release (as well as your Mailed Submission) must be sent with proper postage affixed or pre-paid shipping to:

ShakeShock.com
Dockey Spring 2009 Competition
5824 ½ Harold Way
Los Angeles, CA 90028.

- IV. The completed Application, and all materials submitted therewith will become the property of the Producer. The decision of whether to post the Submission onto the ShakeShock.com Website and how long the Submission is posted for public viewership is at Producer's sole discretion. Producer is not required to post any submitted material on the ShakeShock.com Website. All dates and locations in

this Application are subject to change in Producer’s sole discretion. Producer’s decision not to enforce a specific provision of these Application Rules and Requirements does not constitute a waiver of that provision or of the Application Rules and Requirements generally. In addition, Producer reserves the right to modify the Application Rules at any time.

- E. Contestant shall not receive any monetary compensation or credit for submitting the submitted material to Producer, and understands that Producer and the general public may view the submitted material. Contestant further understands that anyone may vote on, post comments in connection with, and view the submitted material on The ShakeShock.com Website without limitation, and Contestant shall not receive any compensation or credit for the same.
- F. Contestant hereby grants to Producer, their assigns and affiliates the perpetual, irrevocable right and license to distribute, broadcast, and otherwise exploit the submitted material, gratis, throughout the universe, in any and all manners, formats and media, whether now known or hereafter devised, in connection with The ShakeShock.com Website, or otherwise, including, but not limited to, the non-exclusive, fully paid, universal license to use, copy, digitize, sublicense, transmit, distribute, publicly perform, publish, delete or display such submitted material, or any portion thereof, in any media now known or hereafter devised including, but not limited to The ShakeShock.com Website. Contestant authorizes Producer, and any entities affiliated or in privity with Producer, to utilize on a non-exclusive basis, for eternity and in any manner Producer sees fit, the submitted material to Producer, and to make derivative works from such materials. Contestant agree that such use shall be freely assignable by Producer, and that Producer and Producer’s assignees and licensees shall have no obligations whatsoever to Contestant. Contestant hereby grants Producer permission and Producer shall have the right and sole discretion to edit, alter, modify or change any part of the submitted material for any reason in connection with Producer’s (or your assignee’s or licensee’s) use thereof.
- G. Contestant recognizes the possibility that the submitted material may be identical with or similar to material which has or may come to Producer and/or Producer’s affiliates from other sources. Such identity or similarity in the past has given rise to litigation so that unless Producer can obtain adequate protection in advance, Producer will refuse to consider or post the submitted material. The protection for Producer must be sufficiently broad to protect Producer, all related parties including, but not limited to, Producer and their officers, directors, shareholders, employees, contractors, agents, representatives, broadcasters, writers, distributors, licensees, assigns, and all parties to whom you or they submit material or have been or may be involved in developing, financing or exploiting materials and properties generally. Therefore, all references to “Producer” shall include each and all of the foregoing related parties. Accordingly, as a further inducement to you to examine the submitted material and to consider Contestant as a Finalist, Contestant represents, warrants, and agrees, as follows:
 - a. Contestant acknowledges that the submitted material is submitted voluntarily

and not in confidence or in trust, and that no confidential or fiduciary relationship is intended or created between Producer and Contestant by reason of such submission or otherwise. Nothing in this agreement, or the submission of the submitted material, shall be deemed to place Producer in any different position from any other member of the public with respect to the submitted material. Accordingly, any part of such material which could be freely used by any member of the public may be used by Producer without liability to Contestant or any other party claiming from or through Contestant. In addition, Contestant agrees to the terms and conditions of Producer’s (or its affiliate’s) privacy policy on the ShakeShock.com Website, and agree to be bound by the terms thereof.

- b. Contestant understands and agrees that Producer’s use of material similar to or identical with the submitted material or containing features or elements similar to or identical with those contained in the submitted material shall not obligate Producer to negotiate with CONTESTANT nor entitle Contestant to any compensation or other entitlement if Producer determines that Producer has an independent legal right to use such other material (either because, e.g., such features or elements were not new or novel, or were not originated by Contestant, or were or may hereafter be independently created by or submitted to Producer).

H. Contestant represents and warrants that Contestant alone directed (as that term is commonly used in the motion picture and television industry) the Submission. Contestant further represents and warrants that the description provided above is true and accurate and that Contestant owns the submitted material, free of any lien or encumbrance; that it is original with Contestant and not based on any other material or source; that the use and exploitation thereof will not violate or infringe any third party rights; and that Contestant has the right to submit and to offer such material to Producer without obligation to any third party. Contestant further represents and warrants that Contestant has obtained all necessary rights to grant Producer the right and/or to permit Producer to use the submitted material in connection with The ShakeShock.com Website or otherwise, in any and all media now known or hereafter devised, throughout the universe in perpetuity, and that Contestant has all production, distribution and/or exploitation rights in and to the submitted material, including, without limitation, all rights to the likenesses, names, voices, biographical information and performances of any actors or other persons incorporated in the submitted material, any locations, any artwork, any logos or other intellectual property, and any and all other elements or content in the submitted material. Contestant further represents that Contestant has obtained all necessary rights to grant Producer the right and/or to permit Producer to use all music and scoring incorporated in the submitted material as set forth herein, Contestant further represents and warrants that Contestant is competent to agree to all of the provisions in this Agreement.

I. If there is any dispute arising out of this agreement, including the substance, validity,

operation, or breach hereof (including, but not limited to: if Producer should determine that Producer has the independent legal right to use material which, in whole or part, is similar to or identical with the submitted material, without entering into a written agreement for compensation to Contestant , and if Producer proceeds to use the same and if Contestant disagrees with Producer’s determination), the dispute shall be determined solely by submitting such to arbitration in Los Angeles, California, before an arbiter mutually selected by the parties who are experienced in the field with respect to the use of material similar to the submitted material; or, if we cannot mutually agree, then such arbiter shall be selected in accordance with the Commercial Arbitration rules of the American Arbitration Association. The arbitration shall be controlled by the terms of this agreement, and any award favorable to Contestant shall be limited to the fixing of compensation for Producer’s use of the submitted material, which shall bear a reasonable relation to compensation normally paid by Producer and by ShakeShock.com for similar material taking into account the relative stature of the owner or author of similar materials. Such award will provide for each party, respectively, to bear its own costs of arbitration and attorneys’ fees. The pendency of the arbitration, the proceedings, any evidence or other material, and the award shall be maintained and remain confidential, except that an award may be confirmed by a court of competent jurisdiction provided no award which has been fully satisfied within 14 days of its issuance may be so confirmed.

- J. Contestant agrees to indemnify Producer and hold Producer harmless from and against all liability, actions, claims, demands, losses or damages (including attorneys’ fees and punitive damages) caused by or arising out of Producer’s use of the submitted material in any manner permitted by Contestant herein, or as a result of any breach or alleged breach of any of my representations or warranties herein, including, but not limited to, those set forth.
- K. Contestant is not now, nor has been in the past, an employee or an independent contractor of Producer, ShakeShock.com, or any of their parents, subsidiaries or affiliates.
- L. Should any provision of this agreement be void or unenforceable, such provision shall be deemed omitted, and this agreement with such provision omitted shall remain in full force and effect.
- M. This agreement is entire and shall be binding on the parties’ respective successors, assigns, licensees and all affiliated and related parties. No statements or representations have been made except those expressly stated in this agreement. This agreement may be modified only by subsequent written agreement. “Contestant ” refers to the party submitting the material to Producer.
- N. “Producer” refers to Producer, ShakeShock.com, and their respective parents, subsidiaries, successors, assigns, affiliates, licensees, and the respective owners, officers, directors, members, contractors, agents and employees of each of the foregoing. Producer may freely assign, in whole or in part, Producer’s rights hereunder.

- O. This agreement will be interpreted in accordance with the laws of the State of California applicable to agreements entered into and fully performed therein by residents of said State.

Contestant hereby acknowledges that (i) Contestant has read, and meets and agrees to be bound by, the Website eligibility requirements; (ii) Contestant has answered all of Producer’s questions honestly and accurately; (iii) if any of the submitted information is found to be false, Contestant understands that this may be grounds for dismissal from the Website Competition, if selected; (iv) even if Contestant meets the eligibility requirements, the Producer has no obligation to select Contestant as a participant; (v) all decisions by the Producer concerning the selection of the participants is final and not subject to challenge or appeal; (vi) Contestant’s voice, actions, and likeness may be recorded as a part of this Application and participant selection process, and Contestant understands that Producer may, but is in no way obligated to, actually use such recordings within the Website; (vii) all decisions by Producer concerning selection of the participants are final and not subject to challenge or appeal; and (viii) Producer has no obligation to return any materials submitted by Contestant as part of the participant selection process (including all Submissions provided to Producer) whether or not Contestant is selected as a participant, and Producer may, but is in no way obligated to, use gratis any such materials in perpetuity, in and in connection with the Website, throughout the universe, in any and all media now known or hereafter devised.

I have obtained all necessary rights to grant Producer the right and/or to permit Producer to use all music and scoring incorporated in the Submission in any and all media, including but not limited to the Internet:

YES: _____ NO: _____

Very truly yours,

Signature: _____

Date: _____

Name (please type or print clearly): _____

Title of Short: _____

Subject/Title that Short was based on: _____

Signature of Parent or Guardian (If Applicable)

Date

Parent or Guardian Name (Please Print) (If Applicable)

Relationship to minor (If Applicable)

Parent or Guardian Phone (If Applicable)

Address (Street)

(City)

(State)

(Zip)