

# VAFF 20

Vancouver Asian Film Festival

## ASIANS IN MOVIES (AIM) Campaign



@VAFFvancouver #VAFF20

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## ONLINE AGREEMENT AND RELEASE

### DO NOT SUBMIT THE ONLINE APPLICATION UNTIL YOU HAVE READ THIS “ONLINE AGREEMENT AND RELEASE” COMPLETELY AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN

As an inducement to the Producer/VAFF/VAFF considering me as a participant for the VAFF20 Calendar Project (the “Program”) and by agreeing and acknowledging in the Online Application that I have read and understand the Online Application (which includes, without limitation, the eligibility requirements) and this Online Agreement and Release (collectively, the “Application”), I represent, warrant and agree as follows:

1. I acknowledge that: (i) I have read, understand, am satisfied and agree to be bound by the eligibility requirements set forth in this Application; (ii) I have answered the questions in this Application honestly, accurately and completely; (iii) if any of the information in this Application is found to be false or incomplete, this will be grounds for dismissal from the participant selection process and/or from the Program, if selected, Producer/VAFF has no obligation to interview me and/or select me as a participant; (v) I agree to keep strictly confidential all information about the Program that I acquire during the participant selection process and/or my participation in the Program; (vi) my voice, action, and likeness may be recorded as a part of this Application and participant selection process and I understand that Producer/VAFF may, but is in no way obligated to, use such recordings within the Program and all related productions and publicity or in any other manner at the discretion of Producer/VAFF, whether or not I am selected as a participant in the Program; (vii) even if I am selected as a participant, Producer/VAFF has no obligation to produce the Program or conduct the competition and VAFF has no obligation to exhibit it, even if conducted and produced; (viii) all decisions by Producer/VAFF concerning selection of the participants are final and not subject to challenge or appeal; and (ix) Producer/VAFF has no obligation to return any materials (including the photographs, video submission and written materials) (collectively, the “Materials”) provided by me to Producer/VAFF’s representatives at any time in connection with the Application, the participant selection process, and/or the Program, whether or not I am selected as a participant, and Producer/VAFF may, but is in no way obligated to, use any such Materials in the Program or in any other manner as set out herein. I warrant and represent that I have all right and authority to grant the rights in the Materials to the Producer/VAFF as contemplated herein; and I shall not give or agree to give any

member of the production staff and anyone associated in any manner with the Program, or any representative of the Producer/VAFF any compensation or anything else of value to arrange my appearance on the Program or to accept or agree to accept anything of value to promote any product, service or venture on the Program, or use any prepared material containing such a promotion.

2. I hereby consent to the production, reproduction, broadcast, publication, exhibition, distribution, adaptation, recording, use and reuse by Producer/VAFF, and their respective licensees, successors, assignees, parents, subsidiaries, or affiliated entities and each of the respective employees, agents, officers and directors of the foregoing entities (collectively, the “Releasees”) of my voice, actions, likeness, name, appearance, biographical material, and any information contained or derived from my Application, including, without limitation, any recordings or still pictures of me taken during the participant selection process and/or contained in any Materials submitted by me in connection with my Application, including any audition tape (collectively, the “Likeness”), as such Likeness may be edited, altered, or modified by Releasees, in any and all media now known or hereafter devised, throughout the universe in perpetuity (“Media”), in or in connection with the Program and all related productions, publicity material, spin-offs, advertising or any other production. I agree that the Releasees may use all or any part of my Likeness and may alter or modify it regardless of whether or not I am recognizable. I further grant irrevocably to, fully assign, and agree that the Releasees shall own exclusively any and all right, title, and interest (including, without limitation, all copyrights) in and to the Materials, any other video, recordings or still pictures and any other materials that I have provided or may provide in connection with this Application, the Program and the participant selection process and in and to any video, recordings or still pictures taken during the participant selection process of any such materials provided by me, and acknowledge and agree that the Releasees may, in their sole and unfettered discretion, edit, alter or modify, and use all or part of the all such Materials and other recordings and my Likeness in all Media. I represent and warrant (i) that everyone appearing in the Materials and anyone who may have shot or created such Materials agrees that they may be used, as edited, altered or modified by Producer/VAFF or by any of the other Releasees, in all Media without any compensation, (ii) the Materials will be free from any material that is libelous, defamatory, profane, obscene, pornographic or graphically violent, and will not contain any content that is contrary to law or which places any of the participants appearing on or off camera at serious risk or harm, and (iii) that I have the rights and licenses necessary to submit the Materials and grant all of the rights granted herein. I hereby expressly waive in favour of the Releasees,

any moral rights that I may have with respect to the audio-visual productions and/or sound recordings produced and/or recorded in the Materials or otherwise for the purposes of the Program. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I understand that I will not be paid any money for giving Releasees these rights, or for submitting the Application, the sole consideration for which being the Producer/VAFF's consideration of me as a possible participant in the Program, which I acknowledge is good, valuable and sufficient.

3. I agree to take any further action, in writing (including, without limitation, confidentiality agreement, execution of affidavits, assignments, and/or other documents), reasonably requested by Producer/VAFF to effect, perfect or confirm Producer/VAFF's rights in the Materials and my Likeness or otherwise in connection with this Application.

4. I understand that the participant selection process will involve subjective decisions made by the Producer/VAFF, or those authorized on their behalf, in their sole discretion, (collectively, the "Panelists"). I understand that the Panelists may make casting recommendations to the Producer/VAFF but that all casting decisions will be made by the Producer/VAFF in their sole discretion. I further understand that the Producer/VAFF and/or other persons or entities may be acquainted with or have some familiarity with some or all of the applicants to varying degrees. I understand and agree that all participant selection and elimination decisions shall be final and binding on me in all respects, and shall not be subject to challenge or appeal.

5. I hereby release the Releasees as well as any television station or channel, cable network, satellite network or any digital platform that exhibits the Program or the Materials, the other participants in the Program, the advertisers and promotional agencies connected with the Program, all other persons and entities connected with the Program, each of the respective parent, subsidiary and affiliated companies of the foregoing, and each of their respective officers, directors, agents, representatives, employees, successors, assignees, and licensees (collectively, the "Released Parties") from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, legal fees) arising out of, resulting from, or by reason of, the Materials or my participation in or in connection with the Program, including, without limitation, my participation in the participant selection process of the Program, participation in any Program related activities, any exploitation of the Program or my appearance on the Program, the

failure of Producer/VAFF to select me as a participant, the cancellation of the Program, any activities in connection with the video submission, or the exercise by Producer/VAFF of any rights granted by me with respect to the Program on any legal theory whatsoever (including, but not limited to, personal injury, rights of privacy and publicity, false light, and defamation) (the "Released Claims"). The Released Claims specifically include, without limitation, any and all claims, actions, damages, liabilities, losses, costs and expenses (including legal fees) of any kind resulting from the actions of another participant or any other third party at any time.

6. With respect to the information provided by me in this Application, including but not limited to all "personal information" collected by Producer/VAFF and/or its authorized agents pursuant to the terms hereof:

(a) I authorize Producer/VAFF and/or its authorized agents to investigate, access and collect information about me, about any of the statements made by me in my Application, any supporting documents and any other document that I have signed or do sign in connection with my Application to be selected as a participant in the Program, or any other written or oral statements I make in connection therewith. I irrevocably authorize Producer/VAFF and/or its authorized agents to secure information about my experiences from my current and former employers, associates, friends, family members, educational institutions, government agencies, credit reporting agencies, and any references I have provided, and I irrevocably authorize such parties to provide information concerning me. In the course of these investigations, I agree that Producer/VAFF and/or its authorized agents may disclose to the foregoing entities personal information that I have provided in this Application or that Producer/VAFF has obtained from third parties, if Producer/VAFF determines, in its sole discretion, that disclosure to a third party is necessary in the course of the investigation. I specifically authorize investigation of my employment record and government records, including, but not limited to, my motor vehicle records, civil or criminal record, credit and/or consumer report(s).

(b) I hereby authorize Producer/VAFF to conduct psychological and physical examinations and background investigations of me if required by Producer/VAFF in Producer/VAFF's sole discretion. I further authorize the individuals conducting such examinations and investigations of me to disclose to Producer/VAFF and to Producer/VAFF's representatives all information about me obtained in connection with such examinations or investigations. Additionally or in the alternative (in Producer/VAFF's sole discretion), I will provide Producer/VAFF with certification from my personal physician stating that I am physically fit and have no medical

condition that would prevent me from participating in the Program, and that engaging in the Program would not endanger my health in any way or give rise to any medical condition or exacerbate any medical condition I may have.

(c) I acknowledge and agree that any such information obtained by Producer/VAFF pursuant to this section 6, this Application or otherwise may be used for the purpose of making casting and other similar decisions for the production (and public viewing) of the Program, and, with the exception of medical information, may be described, disclosed or otherwise used in and in connection with the Program, any subsequent seasons of the Program, and any ancillary or related productions, including “making-of” and “behind-the-scenes” productions, and/or for publicity and promotional purposes related thereto.

(d) I hereby unconditionally and irrevocably release and forever discharge the Released Parties and all such parties and persons from any and all liabilities arising out of or in connection with any such investigations and arising out of the collection, use and disclosure of my personal information in the ways stated in this Application and agree not to make any claim against Released Parties in respect of such use (including, without limitation, any claim that such use invades any right of privacy and/or publicity and any claims based on defamation or false light).

7. I acknowledge and agree that each of Producer/VAFF have the right to render ineligible any person who either of them determines, in either’s sole discretion, is sufficiently connected with the Program (including, through a connection to any sponsor of the Program or a contest or prize related thereto), such that his/her participation in Program could result in or create the appearance of impropriety.

8. Whether or not I am selected to be a participant on the Program, I shall keep in strictest confidence and shall not disclose to any other applicant, participant or other third party at any time (i.e. prior to, during, or after the taping or exhibition of any episode of the Program) any information or materials of any kind, including without limitation, any information or materials concerning or relating to Producer/VAFF, the business of Producer/VAFF, any program produced by Producer/VAFF and/or exhibited by Producer/VAFF, including, without limitation, any information concerning or relating to the Program, the Program applicants, the Program participants, the location(s) of the Program, the events contained in the Program, or the outcome of any contest in or episode of the Program, that I read, hear or otherwise acquire or learn in connection with or as a result of my applying to be a participant on the

Program or (if I am selected to be a participant) as the result of my experiences as a participant on the Program (collectively, the “Information and Materials”). I acknowledge and agree that the Information and Materials are confidential and the exclusive property of Producer/VAFF. At no time will I ever, directly or indirectly, divulge in any manner or use or permit others to use any of the Information and Materials.

9. I acknowledge that in the event I breach the confidentiality or any other provisions of this Application, my breach may, in the sole discretion of Producer/VAFF, result in my being disqualified to participate as a participant in the Program. I further acknowledge that a breach by me of any of the confidentiality provisions of this Application would cause Producer/VAFF irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, I hereby expressly agree that Producer/VAFF shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of any of the confidentiality provisions of this Application by me. I also recognize that proof of damages suffered by Producer/VAFF in the event that I breach any of the confidentiality provisions of this Application will be costly, difficult, and/or inconvenient.

10. I acknowledge that (i) the provisions of this Application shall enure to the benefit of the successors and assigns of Released Parties and shall be binding upon my heirs, executors, administrators and representatives, (ii) this Application will be governed by the laws of the Province of BC and the federal laws of Canada applicable therein and that the courts of Ontario will have exclusive jurisdiction over any matter arising out of this Application, (iii) if any provision of the Application is invalid, illegal, or unenforceable in any jurisdiction it will, as to that jurisdiction be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Application is invalid, illegal or unenforceable in any other jurisdiction, and (iv) that Releasees may freely assign, in whole or in part, any of their rights or obligations under the Application and I may not assign my rights and obligations under this Application.

11. I acknowledge and agree that Producer/VAFF reserves the right to change the terms and conditions of this Online Agreement and Release, the Online Application, and VAFF’s Website Privacy Policy and Terms and conditions at any time without any notice to me.

PLEASE NOTE BY SUBMITTING THE ONLINE APPLICATION YOU ACKNOWLEDGE AND THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THE ONLINE APPLICATION, THIS ONLINE AGREEMENT AND RELEASE, AND THE VAFF WEBSITE PRIVACY POLICY AND TERMS AND CONDITIONS.

Thank you.

I have read and agree to the Terms of Service.  
Please fill & sign on the online application form and press submit once and wait for confirmation.