



VANCOUVER ASIAN FILM FESTIVAL'S ASIANS IN MUSIC (AIM) SYNC SUMMIT OFFICIAL TERMS AND CONDITIONS

These Official Summit Rules and Regulations, as amended by Vancouver Asian Film Festival (“VAFF”) from time to time (these “Rules”), govern the *Asians In Music Sync Summit* (the “Event”) described below. These Rules exempt VAFF and other persons from liability and contain other important provisions. When you submit an Application (as defined below), you acknowledge and signify that you have read, understood and agreed to be bound by these Rules. If you do not agree with these Rules, you may not participate in the Event.

Participation; Application Period

1. The Event is a one-day summit held by VAFF, a not-for-profit society committed to promote and support filmmakers, writers, musicians and artists of Asian heritage or identify as Asian in Canada and the United States of America. *[For the Event, VAFF considers this to include East Asia (including People’s Republic of China [incl. Hong Kong], Macao, North Korea, South Korea, Japan, Mongolia, Taiwan), Southeast Asia (including Myanmar [Burma], Thailand, Laos, Cambodia, Vietnam, Malaysia, Brunei, the Philippines, Singapore, Indonesia, Timor-Leste) South Asia (including Afghanistan, Pakistan, India, Maldives, Sri Lanka, Nepal, Bhutan, Bangladesh) or West Asian-Canadian (including Iran, Iraq, Turkey, Qatar, Saudi Arabia, Yemen).]*

To participate in the Event, you (an “Applicant”) must fully complete and submit the provided application form (the “Application”).

2. The Application will be approved by VAFF, in its sole and absolute discretion, upon VAFF receiving properly submitted and completed application form, on a first-come-first-served basis, until 11:59 pm PST on May 26th, 2023 or earlier if the maximum approved applicant count of thirty (30) has been reached (the “Application Deadline”). The Applicants who has been approved by VAFF to participate in the Event shall be referred to in these Rules as the “Participants”.

Eligibility

3. The Application is open to residents of Canada (excluding Quebec) and the fifty (50) United States, the District of Columbia (excluding Rhode Island and Maine) who have reached the age of majority in the jurisdiction in which they reside and who self-identifies as Asian (see aforementioned description). This is intended for individuals. In the case of a band, the person(s) within the band who identify as being of Asian heritage may apply and attend as an individual, on behalf of the band. The Participants will be required to attend the event in person - there is no online attendance option available. It is the Participants’ sole responsibility at their sole expense to make the travel and lodging arrangements as needed to participate in the Event.
4. The Application must contain at least one (1) fully mastered and radio-ready song (released or unreleased) that the Applicant has the right to share.
5. The Application must be received prior to the Application Deadline and must comply with the requirements of these Rules and the application form. Non-compliant Application will not be

acknowledged by VAFF.

Song Requirements and Rights

6. The original song composition and lyrics contained in your Application (collectively, the “**Song**”), including its concept, idea, content, and theme, must be original and not copied, derived, adapted or otherwise based in whole or in part on any third party material. The Song shall not contain third party material or content, including, but not limited to, music, clips, excerpts or footage without the express, prior written license or consent from such third party.
7. The Song shall not contain, refer to, or include, as determined by the VAFF in its sole and absolute discretion: (1) any vulgar, unsuitable, offensive, defamatory or inappropriate content; (2) any virus or other component intended to interfere in any manner with the operation of the Event (3) material that infringes or violates the rights of any third party, including without limitation, rights of publicity or privacy, moral rights, or any other intellectual property right; (4) material that is subject to any third-party agreement; (5) material that will require VAFF to pay or incur any costs or liabilities to any person or entity for VAFF’s use of the Song; or (6) material that embarrasses or adversely affects VAFF, its name, reputation or goodwill. For greater certainty, if the Applicant and/or Song is represented by or associated with, as applicable, a music label or subject to any rights of any other third party, the Applicant must have the consent or license of the label or other third party and the label or other third party must agree in writing that the Applicant may consent to these Rules and participate in the Event. It is the Applicant’s sole responsibility to obtain this consent at the Applicant’s sole expense.
8. The Song or any other aspect of the Application cannot be modified, changed or substituted once the Application has been submitted.
9. The Applicant declares that the Application (which must include the Song as well as all information to be included as part of the Application) is true, accurate and legal, particularly with regard to third-party rights including copyright, rights to image, reputation and privacy, the *Criminal Code* and any other applicable laws.
10. The Applicant represents and warrants that: (i) the Applicant holds all required rights and authorizations to the Song; and (ii) the Applicant has obtained the consent from any people appearing and/or performing in the Song and all authorizations required to grant the license specified herein to VAFF.
11. By submitting an Application (which includes the Song), the Applicant grants VAFF, its agents and their related Event organizers and agencies permission (but not the obligation) to publish, reproduce and distribute anything contained in the Application (including the Song) in all media, in whole or in part, on all digital platforms (including, without limitation, music streaming services and platforms), and by any other means of communication controlled or authorized by VAFF, but only for use in the Event (including, without limitation, publishing the Song together with the Applicant’s name and community on the Facebook page or other online page for the Event for voting by the general public), VAFF’s “Asians in Music Playlist(s)” (or another title for such album as determined by VAFF at its sole discretion) or for any advertising or promotional purposes in connection with the Event, VAFF’s “Asians in Music Playlist(s)” or VAFF, without any form of compensation to such Applicant, and the Applicant waives in favour of VAFF any moral rights in connection with the foregoing uses by VAFF. Subject to the foregoing and applicable law, the Applicant retains all rights, including ownership of the copyright, to the Song. In the case of unreleased Song, VAFF may play the Song for the purposes of the Event, but will not use the Song in any public-facing capacity.
12. The Song must be in MP3 or WAV format, must be in English and must not exceed 5MB or exceed five (5) minutes in length.
13. The Song may be of any genre but must include lyrics (in English).

Fees

14. There are no fees for submitting the Application by the Applicants. Once approved to participate in

the Event (i.e. if an Applicant becomes a Participant), the Participant will pay to VAFF \$75 (the “**Participation Fee**”) in accordance with the instruction provided by VAFF. Those Participants that fully attend the Event will be returned \$50 of the Participation Fee after the Event is completed. To clarify the foregoing, if any of the Participants, for any reason whatsoever, are not able to fully attend or participate in the Event such Participants will not be returned any portion of the Participation Fee.

Comply with Rules

15. If a Participant fails to comply with these Rules or violates VAFF’s Code of Conduct, as determined by VAFF in its sole discretion, VAFF may disqualify the Participant from participating in the Event and the Participation Fee will not be returned to the Participant.
16. The Participants agree to be part of VAFF’s “Asians In Music” Playlist(s)” and understand that their Song may be sent to Industry Personnel. Industry Personnel for the purpose of these Rules is anyone in music synchronization, licensing, etc. who may wish to utilise the Participant’s Song(s) for commercial use. If the Song is unreleased, it will not be added to VAFF’s playlist(s). VAFF does not guarantee: (i) the number of Industry Personnel that will be sent the “Asians in Music Playlist(s)””; (ii) that any Industry Personnel will listen to the “Asians In Music” Playlist(s); or (iii) that any of the selected Songs will be selected for use in any film, television or other projects. VAFF will not be responsible for any agreements between author(s) of Song and third parties (including, but not limited to, any Industry Personnel).

Consent to Personal Information Collection, Use and Disclosure

17. By participating in the Event, the Participant consents to the collection, use and disclosure of personal information by VAFF for the purposes of administering the Event and for VAFF to correspond with the Participant on promotions or offers in relation to your participation in the Event in accordance with VAFF’s Privacy Policy.

Miscellaneous Matters

18. By submitting an Application, the Applicant releases, remises and forever discharges, VAFF and its affiliates, representatives or agents, and their respective directors, officers, employees, agents and representatives (collectively, the “**VAFF Parties**”) from any and all claims, counterclaims, complaints, demands, causes of action, liabilities, and obligations of any nature or kind, whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute in any way connected with, or which arise directly or indirectly from or relate to the Event, including without limitation, the Song(s), the “Asians in Music Playlist(s)” and the Application.
19. VAFF reserves the right to withdraw, cancel, terminate, modify or suspend all or any part of the Event for any reason, including if VAFF in its sole discretion determines that for any reason the Event or any part thereof is not capable of being conducted as planned or intended by VAFF or if any fraud, technical failures or any other factors beyond VAFF’s reasonable control impairs the integrity or proper functioning of the Event or any part thereof, by publishing a notice on VAFF’s. VAFF reserves the right in its sole discretion to disqualify any Applicant found to be tampering with the Application process or the operation of the Event or to be acting in violation of these Rules or any other offer or in an unsportsmanlike or disruptive manner. Failure by VAFF to enforce any term of these Rules will not constitute a waiver of that provision.
20. By submitting an Application, the Applicant acknowledges that similar beats, notes, sounds, lyrics or other Song elements may be demonstrated in more than one Application and/or in current developments by any VAFF Parties. Any overlap of these or similar elements do not entitle any Applicant to any compensation or credit from VAFF or any other VAFF Party. VAFF and all other VAFF Parties shall in no way be held liable for any legal action that results from the submission of an Application containing any of unlawful or stolen submissions.
21. VAFF is not responsible in any way for any submissions, concepts or ideas submitted to it in connection with the Event. If for any reason the Event is not capable of running as planned, VAFF may in its sole discretion and at any time cancel, terminate, modify or suspend the Event.

22. The Applicant shall indemnify and save harmless VAFF and the other VAFF Parties from and against any and all claims, demands, actions, causes of action, damages, liabilities, costs or expenses arising out of or in connection with the application, a breach by the Applicant of any of the above warranties, representations or obligations, or any actual or alleged infringement or misappropriation of any third party rights relating to the Applicant's submission of the Song(s) or otherwise relating to the Event or the "Asians in Music Playlist(s)".
23. WARNING: ANY ATTEMPT TO INTERFERE WITH THE LEGITIMATE OPERATION OF THE EVENT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND VAFF RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER RELIEF FROM ALL RESPONSIBLE PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.
24. The Applications are void if, in VAFF's sole discretion, they are in whole or in part illegible, incomplete, damaged, irregular, altered, forged, reproduced, mutilated, counterfeit, tampered with, produced in error or obtained through fraud or theft. If for any reason an Application is confirmed to have been erroneously lost or otherwise destroyed, your sole remedy is to submit another Application prior to the Application Deadline.
25. These Rules are governed solely by the laws of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. Except where prohibited, any dispute between VAFF and you or any other person arising from, connected with or relating to the Event, Songs, the use or misuse of personal information provided in connection with the Event, or any related matters (collectively, "**Disputes**") must be resolved before the Courts of British Columbia sitting in the City of Vancouver, British Columbia, Canada, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of all Disputes. Proceedings regarding Disputes must be commenced within one year after the Dispute arose, after which time any and all proceedings regarding the Disputes are barred. VOID WHERE PROHIBITED BY LAW.
26. Decisions of VAFF or any of its delegates regarding any and all aspects of the Event are final and binding on all Applicants and Participants.
27. VAFF may, in its sole discretion, change, supplement or amend these Rules from time to time, for any reason, and without prior notice or liability to you or any other person. In the event of any discrepancy or inconsistency between these Rules and the condition or explanations appearing on or accompanying an Application or any advertisement with respect to the Event, these Rules prevail.

Questions relating to the Event may be directed to aimmusic@VAFF.org.