



2025 SUNDANCE FILM FESTIVAL SUBMISSION TERMS AND CONDITIONS:

The undersigned, the authorized representative of the project named below and throughout this application (hereafter called the "Project") to Sundance Institute (hereafter called the "Institute") for consideration for the 2025 Sundance Film Festival (hereafter called the "Festival"), hereby represents that they have read, understood, and agreed to the following:

1. The undersigned represents and warrants to the Institute that: (a) The undersigned is duly authorized, on behalf of the undersigned and on behalf of all other persons or entities who have any ownership rights, licenses or interests (including, without limitation, intellectual property rights or distribution licenses) in or relating to the Project (collectively and separately hereafter called the "Project's Owners"), to permit the Institute to exhibit this Project in the Festival and to make the promises, representations and warranties set forth herein, (b) exhibition of the Project in the Festival will not violate any law or any right or consent of any person or entity, whether such exhibition is theatrical (live), digital, or any combination thereof; (c) the Project is not subject to or the subject of any threat of any litigation, arbitration, or other adversarial claim or proceeding, including disputes regarding ownership of the Project; and (d) there are no agreements, and neither the undersigned nor the Project's Owners shall make any agreements subsequent to submitting the Project, that would or could impair their ability to provide the Project as contemplated herein or that would otherwise conflict with any provision of these Terms and Conditions.
2. The undersigned further represents and warrants, on behalf of the undersigned and the Project's Owners, that the exhibition of the Project in the Festival, whether live, digital, or any combination thereof, will not violate or infringe any copyright, patent, privacy right, publicity right, trademark, service mark or any other personal or property right of any person or entity, and that the Project does not and will not constitute or include any defamation of any person or entity. All license fees, clearance fees, and other obligations, of any kind, arising from or associated with the exhibition of the Project in or in connection with the Festival, have been and will be timely paid in full.
3. In the event that the Project is accepted by the Institute for inclusion in the Festival, the undersigned acknowledges, on behalf of the undersigned and the Project's Owners, that the Institute's exhibition or presentation of the Project in the Festival does not and will not create any confidential or fiduciary relationship between the Institute on the one hand and the undersigned and/or the Project's Owners on the other. The undersigned further acknowledges, on behalf of the undersigned and the Project's Owners, that neither the undersigned nor any of the Project's Owners will receive any compensation for such exhibition, although some Festival prizes may include cash awards. The undersigned acknowledges that no obligation of any kind is assumed by, or may be implied against, the Institute or the Festival in the event of, by virtue of, or as a result of the Institute's selection of the Project for the Festival. The undersigned and the Project's Owners understand and acknowledge that the selection of the Project for inclusion in the Festival does not and will not in any way constitute an express or implied endorsement or approval by the Institute or the Festival of the content of the Project or any opinion expressed therein.
4. The undersigned agrees, on behalf of the undersigned and each of the Project's Owners, to indemnify and hold harmless the Institute and its officers, directors, employees, attorneys, creative advisors, agents, licensees, volunteers, and representatives (collectively with the Institute, the "Sundance Related Parties"), from and against any and all claims, losses, liabilities, damages, fees and expenses (including, but not limited to, reasonable attorneys' fees and other costs) that may be asserted by any person or entity, or may be incurred by any Sundance Related Parties, at any time in connection with the Project or with the Institute's use, handling, consideration or exhibition thereof, and/or arising from any breach or alleged breach of any representation made

by the undersigned to any Sundance Related Parties, including, without limitation, any express or implied representation in these Terms and Conditions.

5. The undersigned warrants and agrees, on behalf of the undersigned and each of the Project's Owners, that the Project is being submitted to the Institute voluntarily and without promise or inducement, and that the submission of the Project neither imposes nor creates any obligation or responsibility on the part of any Sundance Related Parties to accept the Project for inclusion in the Festival, to exhibit the Project in the Festival, to acknowledge the submission of the Project, or to return any Project materials to the undersigned or others.

6. The undersigned further agrees, on behalf of the undersigned and the Project's Owners and every other representative or person affiliated with the Project, that, in submitting the Project for consideration, the undersigned, the Project's Owners, and any other representative or person affiliated with the Project are jointly and severally waiving, forfeiting, forgoing and relinquishing any right that they might otherwise have to assert any claim or commence any proceeding in any forum or tribunal against any Sundance Related Parties, based upon, arising out of or otherwise relating to the submission, selection, exhibition or failure to select or exhibit the Project (including, without limitation, claims relating to any failure or refusal to exhibit the Project in the Festival, the exhibition or marketing of the Project at or in connection with the Festival, alleged oral or written representations by any Sundance Related Parties relating to the submission or exhibition of the Project, and any other matters arising from or relating to the submission of the Project), whether such claims may be based on theories of contract, implied contract, tort, statute, or other legal theory (hereinafter, "Claim"). In the event that any Claim is asserted, or any action, arbitration or other proceeding is brought or commenced, in violation of the agreement set forth in the immediately preceding sentence, the undersigned, on behalf of the undersigned, the Project's Owners, and any other representative or person affiliated with the Project agrees to indemnify the Sundance Related Parties from any and all Claims, losses, liabilities, damages, fees and expenses (including, but not limited to, reasonable attorneys' fees and other costs) that are incurred by any Sundance Related Parties as a result of or in connection with any such Claim or any action, arbitration or other proceeding brought in violation of the representations and agreements set forth in this submission agreement.

7. Without in any way limiting the provisions or scope of the agreements set forth herein, the undersigned further agrees and accepts that, in the event that any Claim is asserted, or any action, arbitration or other proceeding is brought or commenced, by the undersigned, any of the Project's Owners, or any other representative of or person affiliated with the Project, in violation of the agreements set forth herein, and in the further event that an arbitrator or other tribunal should permit such Claim to proceed despite the waiver language set forth in paragraph 6 above, the sole and maximum remedy that could be awarded to any person or entity asserting any Claim shall be a refund of the fee paid in connection with the submission of the Project to the Institute for consideration for the Festival. Under no circumstances shall any other remedy, including without limitation actual, expectancy, reliance, consequential, special, punitive or exemplary damages, or any other damages, or injunctive, declaratory, provisional or other relief, be available to the undersigned, the Project's Owners, or any other person or entity representing or affiliated with the Project.

8. In the event that the Project is accepted by the Institute for inclusion and exhibition in the Festival, the undersigned, requiring the consent of no other party to do so, hereby grants, on behalf of the undersigned and each of the Project's Owners, each of the following rights to the Institute and any other Sundance Related Parties acting on the Institute's behalf without reservations, conditions or qualifications: (a) the right to use footage, stills and/or titles, and information from or relating to the Project for promotional purposes; (b) the right to issue and authorize publicity concerning the Project and all personnel related to the Project; and (c) to use the names, likenesses and biographical information of all Project personnel, including, without limitation, director(s), producer(s), writer(s), cast member(s) and crew in connection with the exhibition of the Project in, and promotion of, the Festival and the promotion of Institute.

9. In the event that the Project is accepted by the Institute for inclusion and exhibition in the Festival, and if the undersigned or the Project's Owners and any other representative or person affiliated with the Project have contractual obligations to any producers, distributors, creators, cast or crew regarding "festival benefits" (which may include but are not limited to production credits, screening tickets, Festival credentials or monetary compensation), the undersigned agrees and accepts that those "festival benefits" must be administered and distributed by the undersigned and/or the Project's Owners, do not impact the nature or quantity of benefits provided by Institute and that the Institute has no responsibility whatsoever in connection therewith.

10. The undersigned warrants and agrees, on behalf of the undersigned and each of the Project's Owners,

that the Institute has made no claims, representations or guarantees, and has provided no assurances, in relation to the internal process utilized by the Institute with respect to selection of projects for inclusion in the Festival, and that the submission of the Project neither imposes nor creates any obligation or responsibility on the part of any Sundance Related Parties to provide comments, feedback or other information pertaining to the viewing or consideration of the Project by the Institute for possible inclusion in the Festival.

11. The undersigned warrants and agrees, on behalf of the undersigned and each of the Project's Owners, that by submitting the Project to the Institute, the Institute and all persons employed by, contracted by, or otherwise directly associated with the Institute are deemed to have been granted the irrevocable right to view and/or download all digital assets associated with the Project, including, but not limited to, any representation of the Project in the form of video files, still images, assets streamed via the Internet, and/or all other assets and information provided by the Applicant on the application. All digital assets referenced above shall remain active and accessible by the Institute until the conclusion of the Festival on February 2nd, 2025. Institute takes reasonable anti-piracy and security precautions and limits pre-Festival access to Project submissions. All physical copies of films are securely stored and inventoried. Digital screenings made available to the public through the online Festival platform will have, at a minimum, access restrictions, forensic watermarking, and geo-blocking capabilities. By submitting the Project to the Institute, the undersigned agrees, on behalf of the undersigned and each of the Project's Owners, to release the Sundance Related Parties from any and all liability in the event of theft, unauthorized access or copying, or any breach of copyright of the Project while it is in Institute's possession or on the online Festival platform.

12. The undersigned represents that if the undersigned is younger than the legal age to enter into contracts in the state of the undersigned's principal place of residence, the Institute has been provided with signed, written consent from the undersigned's parent or legal guardian.

13. Without in any way limiting the provisions or scope of this submission agreement, the undersigned agrees, on behalf of the undersigned and each of the Project's Owners, that any claim, dispute or controversy arising out of, in connection with, or otherwise related to the Project, the Festival, or these Terms and Conditions, including, without limitation, any Claim (as this term is defined above) and any other claim or cause of action of any nature arising from the actual or alleged breach, termination, enforcement, interpretation or validity of these Terms and Conditions, as well as the determination of the scope or applicability of this agreement to arbitrate, will be governed by the internal, substantive laws of the State of California and will be subject to and submitted to exclusive, binding arbitration before a single arbitrator in Los Angeles, California, which shall be the sole and exclusive forum for determination of such claim, dispute or controversy. Such arbitration will be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures then in effect. The arbitrator will be selected by mutual agreement of the parties or, if the parties are unable to agree on an arbitrator, will be appointed by JAMS pursuant to its Streamlined Arbitration Rules and Procedures then in effect. The arbitrator shall issue a written award and, subject to the terms of paragraph 7 hereof, shall have the right to award monetary relief. The undersigned specifically agrees and acknowledges, that the arbitrator shall not have the power to award punitive or exemplary damages, nor shall the arbitrator have the power to order the Institute to include the Project in the Festival or to award any injunctive or non-monetary relief. The arbitrator shall have the power to award, and shall be required to award, to the substantially prevailing party in any such arbitration, its reasonable outside attorneys' fees, costs and expenses incurred in connection with the arbitration (including, without limitation, reimbursement of that party's share of the arbitrator's fees and JAMS administrative charges). The arbitrator's award shall be final, binding and non-appealable. Judgment on the arbitrator's award may be entered in any federal or state court of competent jurisdiction in the United States. In agreeing to this exclusive arbitration provision, the undersigned hereby waives, forfeits and relinquishes, on behalf of the undersigned and each of the Project's Owners, any right or entitlement that the undersigned and/or the Project's Owners might otherwise have had to bring or litigate any claim or claims in any federal or state court against any Sundance Related Party, and further waives, forfeits and relinquishes any right to a trial by jury with respect to such claim or claims.

14. The undersigned hereby acknowledges that the undersigned has the right to consult with an attorney of its own choosing with respect to these Terms and Conditions and with respect to the Rules and Regulations for submitting a project to the Festival, located at <https://www.sundance.org/submissions-rules>. By completing the submission application for 2025 Sundance Film Festival consideration, the undersigned acknowledges and agrees that the undersigned is doing so after having consulted with an attorney or having freely or voluntarily elected not to do so without coercion or duress.

15. Community Agreement: Sundance Institute promotes an environment where bold, creative, and distinctive voices are celebrated. Sundance Institute is committed to allowing filmmakers, their teams and Festival attendees to experience the Sundance Film Festival free of harassment, discrimination, sexism, and threatening or disrespectful behavior. If any person connected to the Project is involved in a situation or occurrence that violates Sundance Institute's Community Agreement (<https://www.sundance.org/community-agreement>), Institute shall have the right, in its sole discretion, to take any action it deems appropriate, including but not limited to rescinding the person's invitation to attend the Festival and/or disqualifying the Film from participation in the Festival.

16. The undersigned hereby acknowledges on behalf of all Project Owners that the undersigned has read and understood the Rules and Regulations for submitting a project to the Festival, located at <https://www.sundance.org/submissions-rules>, and that the information contained in said Rules and Regulations does and shall supersede any information obtained elsewhere, including, but not limited to, information contained in any current Frequently Asked Questions (FAQ) documents and/or rules and regulations documents from prior years.

17. By completing the submission application for 2025 Sundance Film Festival consideration, the undersigned, on behalf of the undersigned and all Project Owners, freely and voluntarily gives and expresses full and complete acceptance of all of the terms and provisions set forth in these Terms and Conditions. The parties acknowledge that no oral representations, inducements, promises or assurances of any kind, and no representations, inducements, promises or assurances not set forth in these Terms and Conditions, have been made to the undersigned or the Project's Owners by any Sundance Related Parties.

In the event that the Project is accepted for the 2025 Sundance Film Festival, the Project Owners will enter into a Festival Participation Agreement incorporating all of the terms and conditions of this agreement, which terms and conditions shall be and remain binding upon the undersigned, the Project and the Project Owners. The Institute reserves the right to rescind any and all Festival acceptance invitations given to the Project and the Project Owners, whether verbally or in writing, in the event that the Festival Participation Agreement is not accepted by the Project Owners.

Name: _____

Project Name: _____

Date: _____