



Legal Stuff for Midnight Syndicate Video Contest

**Please print off the below “Legal Stuff” page, sign it, and send it as a PDF (or other style) attachment to the e-mail containing the YouTube link to Your Video entry. You may also print it out and include it with your DVD/DVD-R if you choose to mail in Your Video entry. Lastly, you can also print it out and fax it to (440) 285.2449.**

I am entering the MIDNIGHT SYNDICATE® video contest (the “Contest”). I acknowledge that my agreement and assent to this “Legal Stuff” is a condition of entering my video (“My Video”) in the Contest. In consideration of the opportunity to win the Contest and/or to further my career as a filmmaker, I hereby agree as follows:

I acknowledge that I have a limited license to use the prescribed MIDNIGHT SYNDICATE® music as background music for My Video, and may synchronize MIDNIGHT SYNDICATE® music to My Video – but only in connection with this Contest.

I acknowledge that I am the sole owner of all right, title, and interest in and to My Video. If My Video contains the copyrighted works, images, and/or trademarks of third parties, I represent and warrant that I have obtained written permission from such third parties to utilize their works in My Video. I represent and warrant that I have obtained written permissions and assignment agreements from all creative contributors to My Video, including, without limitation, directors, script writers, editors, actors, lighting directors, and graphic artists. I will indemnify Midnight Syndicate Films, Entity Production, Inc., and each of their agents, employees, and officers, from any damage suffered by all or any of them as a result of my failure to obtain such permissions and assignment agreements.

I acknowledge that, by entering the Contest, I give Midnight Syndicate Films and its designee(s) the perpetual right to promote My Video online through the <midnightsyndicate.com> website, or through another website – for the benefit of Midnight Syndicate Films and its designees. I acknowledge that I have no right to sell My Film or exploit it commercially in any respect without the prior written permission of Midnight Syndicate Films, or its designee.

I acknowledge that, if My Video wins the Contest, as a condition of winning, I will have to assign all right, title, and interest in and to My Video, including the copyright in My Video, to Midnight Syndicate Films. Upon request from Midnight Syndicate Films, I will cause all creative contributors to My Video to assign all

rights in their contributions to Midnight Syndicate Films through such agreements as Midnight Syndicate Films will designate. I acknowledge that obtaining such signatures and assignments is a condition of winning the Contest. If I cannot or will not obtain such signatures, then I acknowledge that another winner of the Contest may be chosen. In the event that I fail to assign all right, title, and interest in and to My Video, by entering the Contest and submitting My Video, I hereby give Midnight Syndicate Films and its designee(s) an exclusive, perpetual, royalty-free license to utilize My Video for any purposes whatsoever.

I specifically hereby give to Midnight Syndicate Films, Entity Productions, Inc., and their subsidiaries, affiliates, and their assigns and successors, the absolute and irrevocable right and permission throughout the universe and in perpetuity to make, reproduce, publish, distribute, and/or otherwise disseminate and exploit my photographic image and name in connection with My Video or the Contest, or both. I hereby release and discharge Midnight Syndicate Films, Entity Production, Inc., and their subsidiaries, affiliates, officers, employees, consultants, affiliates, agents, clients, and/or customers, from any and all claims and demands whatsoever (past, present, or future) arising out of or in connection with the use of my image and/or likeness in connection with the Contest or My Video, or both, including, without limitation, any claims or demands based on any breach or violation of a right of publicity, right of privacy, false light invasion of privacy, public disclosure of private facts, false endorsement, infringement of any intellectual property right, and/or based on false designation of origin and/or defamation.

I acknowledge and agree that Midnight Syndicate Films or Entity Production, Inc. may assign its rights hereunder to any person or entity without restriction, and without my prior approval, including, without limitation, any party who may acquire substantially all or any of the equity interests or assets of either company or both of them.

In consideration of affirming my consent below, I acknowledge that Midnight Syndicate Films is providing the following consideration to me: the chance to compete for the grand prize in the Contest and a chance to further my entertainment career (the "Consideration"). I accept this Consideration, the adequacy and receipt of which is hereby acknowledged, as full and complete consideration for the promises made herein. This release constitutes the entire agreement between Midnight Syndicate Films and me concerning its subject matter and supersedes all prior oral and/or written discussions or agreements concerning said subject matter.

Signed: \_\_\_\_\_

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

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

\_\_\_\_\_

E-Mail address: \_\_\_\_\_

Date: \_\_\_\_\_

Title of song I chose: \_\_\_\_\_