

**TERMS AND CONDITIONS including
Questionnaire and
BINDING LICENSE AGREEMENT
between Magnolia Pictures LLC and Entrant**

This document embodies the process by which Entrants to the Hobo With A Shotgun Trailer Contest can accept Magnolia Pictures LLC's ("Magnolia") invitation to submit their User Submissions for consideration by the jury that will choose the Winners of the Contest.

This document consists of several parts. In Parts I and II, you are required to provide certain information that you will certify is true and complete. In Part III, you will agree to grant a binding license to Magnolia for various forms of exploitation of your User Submission. If you are under the age of 18, Part IV must be completed by your parent or guardian.

Magnolia may have questions or require additional information, based on your submission. Timely submission of complete information requested in this document or otherwise by Magnolia during its review is required for your User Submission to be accepted for submission to the jury.

**PART I
INFORMATION ABOUT THE ENTRANT**

Entrant's Name:	
Residential Address:	
Mailing Address (if different):	
Email:	
Telephone:	
Date of Birth:	
Country of Citizenship (optional):	

Attach photocopy of Government-issued or institutional identification establishing proof of identity and date of birth.

Please indicate if you do not have the requested identification.

PART II

**INFORMATION ABOUT THE
ENTRANT'S USER SUBMISSION**

Please attach answers to this document that do not fit in the designated area.

Trailer Title:

Length of User Submission (minutes:seconds):

Where User Submission was filmed (country of origin):

Describe any previous broadcast/screenings/other exploitation of the User Submission:

Does the User Submission contain music as a score or soundtrack?:

If "yes":

- Do you own the musical composition?:

- If "no," do you have a written release or license from the owner of the musical composition that gives you the right to grant all of the uses contained in the license in Part III?:

- Do you own the performance of the musical composition?:

- If "no," do you have a written release or license from the performers (or other owner of the performance, such as a record company) that gives you the right to grant all of the uses contained in the license in Part III?:

If the User Submission is fictional, are the story and characters original with you?:

If "no," provide full explanation:

Does the User Submission include any artworks or photographs, incorporate film footage filmed by someone other than you, or contain any other work for which another person may own the copyright?

If "yes":

- Provide full description of the material:

- Do you have a written release or license from the copyright owner that gives you the right to grant all of the uses contained in the license in Part III?:

Identify all of the locations where you filmed scenes for your User Submission:

If you filmed in any location that was privately owned, did you obtain the owner's permission in writing?

If the answer is "no," give full details of the scene, the location, and the circumstances under which you filmed:

Do you have written agreements with all of the persons who act in the User Submission that give you the right to grant all of the uses contained in the license in Part III?:

If any of the persons who acted or are featured are under 18, were your written agreements or releases signed by the person's legal guardian?:

If the answer to any of the last three questions is "no," give full details of the appearance of persons for whom you do not have the described releases (and include for each person his or her name and city/state/country of residence):

BINDING LICENSE AGREEMENT

By signing below:

1. I certify that I am the sole or principal filmmaker of the User Submission and the sole owner of all rights in the User Submission. I certify and that the information provided above in Parts I and II is complete and correct.
2. I certify that I am fully familiar with, have at all times complied with, and unconditionally accept the terms and conditions (including any privacy policy) posted on the <http://ca.hobowithashotgun.com/contest> website. I understand that, if there is any contradiction between this document and the website terms and conditions or privacy policy, this document will govern. I understand that the jury's selection of the "final round" and the Winner are final and unappealable by me.
3. I certify that, to the best of my knowledge and information, my submission and participation in the Contest, including my potential selection as a Winner, and the full exercise of the rights I am granting in this license, are in no respect prohibited by any statute, rule or regulation of any country or locality to whose laws I am subject or in which I filmed.
4. I certify that I am not presently and will not in the future become a party to any contract, understanding or promise, oral or written, that would interfere with the full exercise of the rights I am granting in this license.
5. I certify that no moneys are or will become due to or may be claimed by any person or entity (including actors, crew, financiers, guilds or unions) in connection with the User Submission.
6. I irrevocably grant to Magnolia the right to use, reproduce, distribute, excerpt, translate, display and perform the User Submission, without my review or approval, in connection with the Magnolia Contest including without limitation the inclusion of the Picture as a "bonus feature" on the "Hobo With A Shotgun" DVD/Bluray release which may be for sale, and to use my name, likeness and biographical information in connection with all such rights. These rights are granted irrevocably; on a non-exclusive basis (that is, I may grant the same rights to others, so long as those grants do not interfere with this grant and provided for the avoidance of doubt I acknowledge and agree that I hold no rights whatsoever in and to, or in connection with, any "Hobo With A Shotgun" DVD/Bluray release); for the entire world; in perpetuity; without the requirement of any payment or other financial consideration whatsoever. Without limiting the generality of these rights, I understand that they include the potential streaming and download on websites including Youtube and those operated by Magnolia. The rights described in this paragraph 6 may be exercised by Magnolia, and also by all persons and entities acting pursuant to a direct or indirect grant, sale or license from Magnolia, including but not limited to Users of the Magnolia website.
7. I agree and understand that the potential inclusion of any User Submission on any "Hobo With A Shotgun" DVD/Bluray release shall, in addition to being subject to verifiable and full and complete clearance of the entire User Submission (including without limitation any audio and/or visual material and individual performances contained therein), be determined entirely at Magnolia's sole discretion, and accordingly Magnolia makes no guarantee whatsoever that any User Submission shall be made part of or associated with any "Hobo With A Shotgun" DVD/Bluray release.
I will deliver the User Submission in accordance with the guidelines and deadlines set forth in the "FAQ" page of the <http://ca.hobowithashotgun.com/contest> website.
8. I agree that I shall not be entitled to receive, and shall not seek, any payment or other financial consideration whatsoever (including without limitation in connection with any "Hobo With A Shotgun" DVD/Bluray release) from Magnolia or from any other entity whatsoever with regard to the rights I am granting herein.
10. I agree that the validity, interpretation and enforceability of this document, my rights and obligations as an Entrant, and any other matter in connection with my submission and the Contest shall be governed by and determined in accordance with the laws of the State of New York and of the United States, without giving effect to "conflict-of-law" rules. Any claim or dispute raised by Magnolia

or me relating to these matters shall be decided exclusively by a court of competent jurisdiction located in New York, NY, USA, and I submit to those courts for this purpose. Furthermore, in the event of any dispute relating to the subject matter hereof, I agree, represent and warrant that I shall not seek, nor be entitled, to enjoin or restrain or otherwise interfere with the distribution, advertising or exploitation of any "Hobo With A Shotgun" DVD/Bluray release and/or Magnolia's or its designee's exploitation of the rights granted to it hereunder, or to terminate or rescind this Agreement.

11. I understand that any subtitling of the User Submission that is provided by Magnolia cannot be used by me for any other purpose. That is, if I separately distribute or authorize distribution of my film with subtitles, I am responsible to independently obtain or create the subtitling.

Signature:

Date:

Witness (sign and print name):

**PART IV
UNDER-18 ENTRANTS**

If you are under the age of 18, this Part IV must be completed by an adult with legal authority.

Name of parent, legal guardian or other adult with legal responsibility for Entrant, including the authority to approve contracts binding the Entrant:

Description of legal relationship:

Address (if different from Entrant):

Legally responsible adult's certification of Entrant's eligibility to participate in the Contest and acceptance of the terms and conditions of Magnolia's invitation:

By my signature below, I, _____ [print name], certify that I am the _____ [describe: for example, "parent," "legal guardian"] of the Entrant; I have read this questionnaire and binding license agreement, as well as the information provided herein by Entrant; the Entrant has my consent to submit his/her User Submission to the Magnolia Contest under all the terms and conditions set forth on the Magnolia website and in this document; the Entrant will be bound by all such terms and conditions; and I understand that that this consent by me cannot be revoked.

[Signature]

Attach photocopy of Government-issued or institutional identification establishing proof of identity and date of birth. If not Entrant's parent, attach documentation establishing your status as legally responsible adult for Entrant.

Please indicate if you do not have the requested identification.