



DEADLINE EXTENDED TO FRIDAY, APRIL 25, 2014!

UP FAITH & FAMILY SCREENPLAY COMPETITION 2014 OVERVIEW, ELIGIBILITY & INSTRUCTIONS

UP, Uplifting Entertainment Overview

UP, Uplifting Entertainment is America's favorite channel for uplifting family entertainment. It can be seen in almost 61 million homes and is available nationally on DISH Network Channel 188, DIRECTV Channel 338, Verizon FiOS Channel 224 and on local cable.

Contest Overview

The UP FAITH & FAMILY SCREENPLAY COMPETITION 2014 is meant to encourage and promote the production of uplifting, family-friendly and inspirational screenplays and films. The competition is meant to:

- Encourage filmmakers to offer a fresh perspective and submit family-friendly stories with a focus on the American black cultural experience with wide audience appeal
- Encourage filmmakers to creatively center around inspiring, heart-felt and uplifting topics that resonate and appeal to broad audiences
- Expand upon the genres/formats that tell these inspiring stories. Genres include, but are not limited to romantic comedies, dramas, and family adventures (submissions should be non-period stories).

One (1) Grand Prize Winner will be selected from three (3) Finalists and announced at the closing night event of ABFF.

Eligibility Requirements

1. Screenplays must be uplifting, inspiring and family friendly. They must incorporate messages, themes or topics that include, depict, reflect, and/or are set in an American Black cultural experience while remaining uplifting and family-friendly.

2. Screenplays must be written for a two (2) hour television movie (approximately Eighty-Eight (88) minutes of content, excluding commercials).
3. Screenwriter(s) must be Eighteen (18) years of age or older as of the Date of Submission as stated in the Submission Form.
4. The contest is only open to United States residents.
5. All screenplays must be submitted in English.
6. Screenplays must be original with the Screenwriter, and must not have been produced, or be scheduled to be produced, in any form (television, live-theatrical, feature film, on-line).
7. Screenplays must be complete and have been written by the Date of Submission.
8. No individual Screenwriter can be attached (either as the sole Screenwriter or as a Co-Screenwriter) to more than three (3) submitted Screenplays.
9. The Screenplay must be the original work of the Screenwriter(s) and may not be based, in whole or in part, on any other work to which the Screenwriter(s) does/do not own the rights.
10. Employees of UP Entertainment, LLC, its parent, affiliate or subsidiaries (whether permanent or temporary), and their respective immediate family members and/or those living in the same household, are not eligible to participate in the UP FAITH & FAMILY SCREENPLAY COMPETITION 2014.

Submission Instructions

1. Each Submitted Screenplay must be submitted and received with the following items on the list below to qualify for entry:
 - One (1) completed copy of the Submission Form.
 - One (1) original and signed copy of the Submission Guidelines and Release Form.
 - Two (2) original copies of the Screenplay.
 - **One (1) printed copy** of the Screenplay should be submitted on 8-1/2 x 11, white, 3-hole punched paper, with only two brass fasteners (top & bottom).
 - **In addition, one (1) PDF copy of the Screenplay should be submitted on a jump drive with the other documents noted below.**
 - Each Screenplay should be a minimum of 88 pages and maximum of 100 pages.
 - Each Screenplay should be typed in standard script format, in black ink, in 12 pt Courier or Times Roman font.
 - **One (1) printed copy & One (1) copy on the jump drive** of a short Synopsis of the Screenplay (between 75 – 100 words).
 - **One (1) printed copy & One (1) PDF copy on the jump drive** of a suggested Selected Scene (up to 7 minutes in length) that you would like to be read at the LIVE table read (final selection of scene for LIVE Table Read shall be at UP's sole discretion)
 - **One (1) printed copy & One (1) copy on the jump drive** of a written Biography of each Screenwriter(s).

- **One (1) printed copy & One (1) copy on the jump drive** of a written list of writing and/or production Credits for each Screenwriter(s), including any work that has been produced or is scheduled to be produced, in any form, as of the Date of Submission.
- 2. The title of the Screenplay and name(s) of each Screenwriter(s) must be on all Submission Materials.
- 3. Each submitted Screenplay must be submitted with a separate Submission Form and separate Submission Materials as outlined below in the section titled “Submission Materials”.
- 4. Submission Materials (including the Screenplay, the Submission Form, and the Submission Guidelines and Release) should be mailed (by regular postage or express delivery) to:

UP FAITH & FAMILY SCREENPLAY COMPETITION 2014
 c/o Film Life, Inc.
 Chelsea Piers, Pier 62, Suite 303
 New York, NY 10011

- 5. Submission Deadline: All Submission Materials must be received by 5PM EST on FRIDAY, APRIL 25, 2014. If any Submission Materials are received after 5PM EST on FRIDAY, APRIL 25, 2014, the Screenplay will not be considered.
- 6. Please note that Submission Materials will not be returned.

Selection and Prizing

If your Screenplay is selected:

- 1. Finalists:
 - UP shall select three (3) “Finalist Screenplays” and shall notify the appropriate contact for each Finalist Screenplay of its selection on or around Friday, May 23, 2014.
 - UP shall host a Table Read at the American Black Film Festival where a section of each Finalist Screenplay shall be read in front of the attendees of the Film Festival.
- 2. Grand Prize Winner:
 - UP shall select one (1) “Grand Prize Winner Screenplay” from the three (3) Finalist Screenplays.
 - The Grand Prize Winner Screenplay shall receive Five Thousand Dollars (\$5,000) and shall be announced at the awards event for the Film Festival.
- 3. Travel and Accommodations to attend American Black Film Festival: For each Finalist(s) Screenplay selected, UP shall provide the following in connection with the American Black Film Festival: one (1) round-trip coach-class airfare ticket- to New York, New York for the Writer only, (or up to two (2) round-trip coach class airfare tickets for **Writer and Co-Writer, if applicable**) shuttle ground transportation from the airport to the hotel on the day of arrival and from the hotel to the airport on the day of departure for the Writer only (and for Co-writer if applicable), and one (1) standard hotel accommodations (either single or double occupancy) for up to four (4) nights. (Approximate Value: \$1,926.00). Each Finalist(s) shall also receive one (1) Gotham Pass for Writer only (or up to two (2) Gotham Passes for **Writer and Co-**

Writer, if applicable) providing access to the American Black Film Festival events. (The Gotham Passes do not include or provide access to the Master Classes/Workshops.) Any other costs associated with the prize receipt and/or uses that are not expressly stated above are not included in the prize package and are solely the responsibility of the Finalists.

Prizes are non-transferable and non-assignable and may not be given, bartered, sold, or exchanged. No substitutions by Finalists will be allowed. For example, Finalists would not be paid cash in lieu of these travel expenses, nor reimbursed for the cost of a stay at a hotel other than the selected hotel, nor allowed to substitute a future year. Prizes are void if not used in 2014. All Finalists will be responsible for their own tax withholding.

Finalists must be willing and able to travel June 19, 2014 through June 23, 2014. Dates may be subject to change in accordance with the American Black Film Festival schedule. UP reserves the right to substitute the Prize(s) for one of equal or greater value if the designated Prize(s) should become unavailable for any reason. UP is not responsible for any delay in Prize delivery or for flight postponement or cancellation.

In order to receive the Prize, Finalists will be required to complete and return to UP an Affidavit of Eligibility, a Liabilities/Publicity Release Form and a Screenplay Purchase Agreement, and any other such forms as UP may require. Failure to return all of the above forms in a timely manner will result in forfeiture of the Prize. The potential Finalist/Winner will be disqualified and an alternate Finalist/Winner will be chosen. Failure to comply with these instructions may result in disqualification. UP reserves the right to disqualify any entry for any reason, at its absolute and sole discretion.

4. Option Agreement and Purchase Agreement: By entering the UP Faith & Family Screenplay Competition, and if selected as a Finalist (including the Grand Prize), each Finalist (including the Grand Prize Winner) agrees to execute an exclusive option to purchase agreement (the "Option to Purchase Agreement") with UP which shall, amongst other rights, grant to UP the exclusive option to develop and/or purchase the Screenplay (the "Option"). UP shall have such Option for a period of twelve (12) months commencing on the Date of Notification of Finalist status (the "Option Period"). The Finalists (including the Grand Prize Winner) acknowledge and agree that the applicable prizes outlined herein shall constitute good, valuable, complete and sufficient consideration to secure such Option.

Entrants also acknowledge and agree that upon notification of status as a Finalist or Grand Prize Winner and prior to being officially named as a Finalist or Grand Prize Winner and prior to receiving any of the prizes, Entrants must sign and return the Option to Purchase Agreement which shall, amongst other things, give UP certain rights to the applicable screenplays and shall include details regarding the purchase price of the screenplay.

5. Press and Marketing Commitments: For any Finalist Screenplay, the Screenwriter(s) agree(s) to participate in any press and marketing opportunities, interviews and photos in connection with the Screenplay Contest, including participation and attendance at both the Table Read and the Awards Ceremony at the American Black Film Festival 2014.



UP FAITH & FAMILY SCREENPLAY COMPETITION 2014
SUBMISSION FORM

Screenplay Title: _____

Total # of Pages: _____

Screenwriter(s)*: _____

*Please note: (i) ALL Screenwriters should be listed on this Submission Form; (ii) ALL Screenwriters must sign the Submission Guidelines and Release Form. If there are more than two Screenwriters, please make additional copies of the Submission Guidelines and Release for each Screenwriter to sign.

Primary Contact:

Name: _____

Address: _____

Street Address

Street Address

City, State, Zip Code

Phone: _____

Email: _____

Date of Submission: _____



UP FAITH & FAMILY SCREENPLAY COMPETITION 2014 SUBMISSION GUIDELINES & RELEASE

UP, like many other entertainment networks, and FILM LIFE, INC. each receive numerous submissions and materials for programming, content, and projects of all kinds.

A lot of the material we each receive includes and/or is comprised of materials, suggestions or ideas which are identical or substantially similar to those which have been previously developed by our respective staffs. Also, a lot of the materials we each receive includes and/or is comprised of materials, suggestions or ideas which are identical or substantially similar to those which have been submitted by other people outside of our respective companies.

Therefore, UP and/or FILM LIFE may begin using material similar or identical to yours which we received after the date of your submission.

To protect both you and our respective companies, UP and FILM LIFE have outlined a policy regarding such submissions and materials in order to explain the process of reviewing, investigating, inspecting and evaluating these materials.

Based on this policy, UP and FILM LIFE can each receive and review materials only if it is left up to either of us to determine whether either of us has in fact used these ideas and to decide what compensation, if any, should be paid in event of use.

Also, before we can receive and consider any unsolicited submissions and materials, everyone must sign the enclosed Release.

Please carefully read the enclosed Release and then return a signed copy with the materials **you'd like to submit.**

Dear Sir/Madam:

You acknowledge that you would like to submit certain materials to the UP FAITH & FAMILY SCREENPLAY COMPETITION 2014. For purposes of this release and agreement (the "Release" or the "Agreement"), "UP" shall refer to UP ENTERTAINMENT, LLC and/or Film Life, Inc., jointly and severally, individually and collectively. Such materials may include proposals, outlines, treatments, presentation tapes, scripts, ideas, marketing or promotional plans, program formats, or other material, or any portions thereof (the "Material").

By signing this Release and returning it to us, you confirm that you have read UP's policy regarding the acceptance and review of the Material and you hereby accept the terms of this letter agreement.

The following shall constitute our agreement with respect to the Material:

1. **RELATIONSHIP OF THE PARTIES:** You acknowledge that there does not now exist, nor has there ever existed, nor will there exist, a fiduciary relationship between you and UP. You acknowledge that you have requested this opportunity to submit your Material to UP, and that you make this submission, voluntarily and on an unsolicited basis.
2. **AGREEMENT BETWEEN THE PARTIES:** You acknowledge that you and UP had not yet reached any agreement whatsoever concerning the use of the Material. You realize that no obligation of any kind is assumed by, or may be implied against, UP unless and until a written agreement has been entered into between you and UP, and then the obligation shall only be as expressed in such written agreement. Notwithstanding the foregoing, you understand that UP assumes no obligation to proceed with negotiations of any kind respecting the Material.
3. **REVIEW & RETURN OF THE MATERIAL:** In consideration of your agreement to the terms of this Release, UP agrees to cause its employee with appropriate responsibility of evaluating the Material to review your Material. You acknowledge and agree that you have retained a copy of the Material and that UP assumes no obligation to return the Material to you. You understand that UP is not under any obligation to furnish you with any information about the results of its review of the Material or its reasons for not proceeding further if UP so decides. UP's review of the Material constitutes UP's acceptance of the terms and conditions of this Release, and UP shall have relied upon your agreement herein in considering your Material for review. UP agrees to use reasonable efforts to keep all the Material confidential.
4. **SCOPE OF RELEASE:** You acknowledge that this Release covers and governs any and all of the Material, whether first submitted to UP contemporaneously with, prior to, or following the execution of this Release, and that this Release also applies to any submission of the Material made to UP by another source, directly or indirectly, by or through you.
5. **SUMMARY OF MATERIALS:** The Material being submitted with this Release is outlined on the attached Submission Form. You declare that all of the important features of your Material, and the particular items being submitted by you are stated on the attached Submission Form and you have not disclosed any other features to UP.
6. **OWNERSHIP OF MATERIALS:** You represent and warrant that you are the sole and exclusive creator(s), author(s) and owner(s) of the Material, that to your knowledge no one else has any right to the Material, that you have the right to submit the Material to UP, and that you have the power and authority to enter into this Release regarding the Material. You further warrant that

no rights in the Material have previously been granted to anyone nor has the Material otherwise been exploited in any way.

7. **NOVELTY OF IDEAS:** Although UP may accept and review the Material, you cannot and will not assume or infer that UP regards your Material as unique, novel, valuable and/or usable. You understand and acknowledge that similar or identical materials may have been or may be submitted to UP by others, including UP employees; may have originated or been developed or made public by others, including UP employees; or may hereafter originate, be developed, be submitted or made public by others. UP shall have the right to use, and you understand that you will not be entitled to any compensation because of UP's use of such other similar or identical material. Subject to the foregoing, UP will not make any use of any legally protectable portion of your Material unless you and UP have agreed in a writing concerning your compensation for such use, which compensation shall in no event be greater than the compensation normally paid by UP for similar Material from comparable sources.

8. **INDEMNIFICATION AND LIMITATION OF LIABILITY:** You indemnify UP, its parent, affiliates, subsidiary companies, assignees, associates, judges and sponsors against all claims, losses, expenses damages and liabilities, from and against any claim or cause of action arising out of any claim for infringement of intellectual property rights. You release and hold harmless UP, its parent, affiliates, subsidiary companies, assignees, associates, judges and sponsors, and any agents involved in the development, production, handling implementation and/or distribution of this Contest, and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assignees, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including, without limitation, property damage, personal injury and/or death which may occur in connection with or resulting from preparation for, or participation in this Competition, or possession, acceptance and/or use/misuse of the prize or any participation in any Competition-related activity, any typographical or other errors in the printing, offering or announcement of the prize, selection and announcement of the winner, distribution of the prize, or errors in any printing or posting of these instructions, and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants also agree to waive any right to claim ambiguity in these official rules. In no event shall UP be responsible for printing, typographical, human or other errors in any Competition-related materials; or for transactions that are processed late or incorrectly, or are lost in the mail. UP reserves the right to cancel, suspend or modify the Competition for any reason. If any event should occur that may compromise the integrity of the Competition as determined by UP in its sole discretion, UP may choose to award the Prize from among all eligible non-suspect entries received prior to action taken.

9. **DISPUTE RESOLUTION:** Any controversy arising out of or in connection with this Release, including without limitation any claim that UP has used any legally protectable portion of your Material in violation of the terms hereof, shall be governed by the laws of the State of Georgia, and the parties consent to the jurisdiction of the state and federal courts of Georgia for the resolution of such matters. In the event of such controversy you agree that you shall assert such claims not later than six (6) months after the date on which you first learned (or reasonably should have become aware) of UP's use or intended use of any portion of the Material and thereafter you shall be barred from asserting any such claims. You further agree that your rights and remedies, if any, shall be limited to an action to recover compensatory money damages in an action at law, and

without limitation of the foregoing, you expressly agree that you shall not seek to enjoin or restrain the production, exhibition, distribution, licensing, advertising, and/or promotion of any of UP's programming, promotional or marketing plans, and/or any of the subsidiary rights in connection therewith.

10. **ENTIRE UNDERSTANDING:** This Release constitutes our entire understanding and agreement, and supersedes all prior understandings, whether written or oral. Any subsequent modification or waiver of this Release must be in writing, signed by both of us. The invalidity of any provision hereof is not to affect the remaining provisions.

11. **MISCELLANEOUS:**

(a) You are executing this Release voluntarily, without coercion or undue influence from any source, and do so with complete understanding of all of its terms and effects, and every portion thereof.

(b) The captions used in this Release are for convenience only and shall not used to interpret, define or construe any terms hereof.

(c) As used in this Release, the terms "you" and "your" includes and binds the undersigned and any and all legal representatives of the undersigned. As used in this release, the terms "UP" and "we" includes and inures to the benefit of UP's successors, assigns, employees, officers, directors, licensees, and associated companies and individuals.

By signing this Release and returning it to us, you confirm that you have read UP's policy regarding the acceptance and review of the Material, that you have read and, understand and complied with the "Overview, Eligibility and Instructions" of this Competition and you hereby accept the terms of this letter agreement (the "Release" or the "Agreement").

PLEASE RETURN EVERY PAGE OF THIS RELEASE TO:

UP FAITH & FAMILY SCREENPLAY COMPETITION 2014
c/o Film Life, Inc.
Chelsea Piers, Pier 62, Suite 303
New York, NY 10011

Sincerely,

UP ENTERTAINMENT, LLC and FILM LIFE, INC.

(PLEASE SIGN BELOW and NOTE: Each SCREENWRITER(s) should complete and sign this section below. If necessary, please make additional copies of this entire Submission Form, and Submission Guidelines and Release):

SCREENWRITER #1

SCREENWRITER #2

(Sign Your Name)

(Sign Your Name)

(Print Your Name)

(Print Your Name)

(Print Your Address, City, State, Zip Code)

(Print Your Address, City, State, Zip Code)

(Print Your Email and Phone Number)

(Print Your Email and Phone Number)

(Title of Screenplay)

(Title of Screenplay)

(Print Today's Date) "Date of Submission"

(Print Today's Date) "Date of Submission"

SCREENWRITER #3

SCREENWRITER #4

(Sign Your Name)

(Sign Your Name)

(Print Your Name)

(Print Your Name)

(Print Your Address, City, State, Zip Code)

(Print Your Address, City, State, Zip Code)

(Print Your Email and Phone Number)

(Print Your Email and Phone Number)

(Title of Screenplay)

(Title of Screenplay)

(Print Today's Date) "Date of Submission"

(Print Today's Date) "Date of Submission"