

TERMS AND CONDITIONS

- To be eligible for inclusion, applicant must be 19 years or older as of December 31, 2006.
- Filmmakers must submit 2 duplicate DVDs of their film to Hot Pink Shorts along with this signed Terms and Conditions form and completed Application form. Do not send your master tape or original!
- Applicant hereby grants Hot Pink Shorts the rights to air the submitted films on the broadcast network OUTtv and on the OUTtv website and/or the Hot Pink Shorts website for unlimited plays.
- All music used in the submitted films must be original and/or royalty-free.
- All images, moving or still, must be original and/or royalty free.
- All performers must have agreed to a release of image in favour of the Applicant.
- Films may not contain any defamatory, obscene or unlawful content.
- Although not mandatory, we encourage you to submit a promotional CD with your bio and one or more high resolution production stills and promotional photos of key film participants. These materials make it easier for Hot Pink Shorts to promote your film.
- Please submit a separate application form for each film you submit.
- Once entered, films may not be withdrawn from participation in Hot Pink Shorts. Submission tape and DVDs will not be returned and applicant hereby permits Hot Pink Shorts to retain tape, DVDs and promotional materials as part of its library.
- Applicant hereby grants Hot Pink Shorts the rights to use all or part(s) of the film for promotional purposes; to use stills, biographical material, names and likeness from the film for promotional purposes including for broadcast on the network, press releases, distribution to journalists for review, and Internet promotions.
- Hot Pink Shorts reserves the right to schedule the date and time the film is aired on the network or placed on the website.
- There is no obligation for Hot Pink Shorts to air the submitted films.
- Films with gay or bi-sexual themes or characters will be given priority

By signing below, the applicant submitting the enclosed film to "Hot Pink Shorts" care of 61665954 Canada Inc. (OUTtv) confirms that that the film is his/her original work and does not infringe the copyright or any other rights of any third party and that he/she is the sole holder all necessary rights for the submission and has the legal authority to grant such rights to Hot Pink Shorts hereunder. Applicant agrees to indemnify "Hot Pink Shorts", 61665954 Canada Inc. and any related companies against all legal fees, damages and other expenses that may be incurred as a result of Applicant's breach of any copyrights or personal rights not secured including but not limited to music, images and performers' releases. Applicant confirms that he/she has read and understands and agrees to the Hot Pink Shorts Term and Conditions.

Applicant hereby waives and saves harmless Hot Pink Shorts, any related companies, and 61665954 Canada Inc. As well as any sponsors and suppliers, of and from all claims, demands, damages, costs, expenses, actions and causes of actions whether in law or equity, in respect of loss or damage to any person or property howsoever caused, arising or said to arise by reason of Applicant's participation in the program "Hot Pink Shorts".

BY SUBMITTING THIS APPLICATION, APPLICANT ACKNOWLEDGE HAVING UNDERSTOOD AND AGREED TO THE ABOVE WAIVER; RELEASE AND INDEMNITY.

Applicant's Printed Name: _____

Applicant's Signature: _____

Date: _____