

Release and Consent Form

I. GENERAL DESCRIPTION

Broken Branchez Productions (d/b/a Erractic Video) the Producer ("Producer") of a television series featuring music videos seeks submission by members of the public of their personal band/music videos showing performances and/or music related events for possible broadcast on a local Utah television network. Only videos conforming to Broken Branchez's Standards and Practices based on Producer's and Broken Branchez Productions judgment, as they determine at their sole discretion, will be eligible for consideration.

The number of videos per show and/or shows per block, are subject to change at Producer's sole discretion.

II. PROCEDURES

1. Persons wishing to enter should send as many different local Utah band/music videos as they wish to: "Erratic Video" P.O. Box,165063 Salt Lake City, Utah 84116. Tapes will be reviewed on an ongoing basis.
2. Entrants should include their return address and telephone numbers, email address, signed and accepted rules and policy form, \$10 handling fee (additional \$10 return fee if return requested) and a brief written description of the videos being submitted.
3. All submissions shall become the sole property of Producer and may be used in any manner in all media. Entrants should include a \$10.00 handling fee per video(additional \$10 for return requests), in U.S. money order or check to: Broken Branchez Productions, P.O. Box, Salt Lake City, Utah 84116. Producer reserves the right to destroy all videos for which return was not requested and not paid for at the time of submission. Producer is not responsible for lost, damaged or misdirected tapes under any circumstances. Please keep a copy of your submission.
4. All home video formats are acceptable (VHS, 8MM, Hi-8, digital video). Music videos transferred to DVD or CD-ROM will be accepted provided they meet eligibility and broadcast requirements. 8MM film transferred to videotape is also accepted. Digital chips will not be accepted.
5. Producer reserves the right to edit and/or alter any submission.
6. Videos must be exclusive to Broken Branchez Productions, d/b/a Erratic Video.
7. Producer's decisions regarding all production matters are final and nonappealable. All submissions are subject to the terms of these rules and all submitants agree to be bound by these rules and Producer's decisions. Producer reserves the right to amend these rules at any time.

8. Producer reserves the right to alter the number of videos in each show and the number of video shows in each block at any time.

9. Producer may, at its sole discretion, take whatever measures it deems necessary or appropriate to preserve the integrity of the contest.

III. ELIGIBILITY

1. Persons under 18 may enter but written custodial parent or legal guardian consent will be required before their submission will be considered.

2. Entrants whose videos are chosen for inclusion in a program must sign a Release and Indemnity in the form presented attesting, among other things, to the fact that they are the rightful owners of the submitted videos and that the video may be submitted and broadcast, and ownership transferred to Producer, without obtaining permission from or making any payment to any third party. All persons appearing in the videos must sign consent forms and/or releases (which shall, among other things, grant to Producer the right to use such person's name, voice and likeness) before the submission can be eligible for prize awards. A custodial parent or legal guardian must sign the consent/release form for minors. Failure to provide requested releases and/or consents will result in disqualification of submitant. These release and/or consent forms will be provided by the Producer. Notwithstanding the foregoing, the submission of a video constitutes the submitter's permission to use the video (and the name, voice and likeness of the submitter and all persons appearing in the videotape) in and in connection with the program and all exploitations thereof, including, without limitation, advertising and promotion, in all media, and, further, constitutes the submitter's representation that all necessary consents and permissions there for have been obtained.

3. Each submission must be solely the original work of entrant.

4. Each entrant represents that his/her submission does not infringe on any third party's copyrighted material, trademark or other intellectual property rights.

5. By submitting your video each entrant agrees to release, discharge, defend and hold harmless Broken Branchez Productions d/b/a Erratic Video, the broadcasters/distributors of "Erratic Video" (and the respective parent, subsidiary and affiliated companies; licensees; assigns; officers; directors; employees; agents and representatives of each of the foregoing) from and against any claim, expense or liability arising from or related to submission or exploitation of the entry, participation in this production(or any related activities), appearance on the program, and/or acceptance or use of any video.

6. Each entrant agrees that his/her participation and submission shall be governed by and construed under and in accordance with the laws of the State of Utah applicable to contracts entered into and wholly performed therein. Each entrant consents and agrees to

the exclusive jurisdiction of the federal and state courts of the State of Utah, located in the County of Salt Lake.

IV. JUDGING CRITERIA

1. Videos will be judged for inclusion in shows on the basis of their quality, musical expression and/or uniqueness. Examples of videos that have been considered include those showing stage performances, and/or news events. All videos must conform to Broken Branchez Productions Standards and Practices policies.

2. Producer will select videos for inclusion in each show as follows:

A. Each tape will be assigned a number, logged in and entered into a computer.

B. All videos will then be screened and rated on a scale of 1 to 10. Any tape rated below a 5 will be rejected for use as a tape on any show.

C. The Producer's representatives will view tapes rated 5 and above for possible inclusion in a particular show.

Agreement to the rules, policy and terms:

Submitter Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Phone: _____

Signature: _____ Date _____