

**6th ANNUAL GOOD VIBRATIONS™ INDEPENDENT EROTIC FILM
FESTIVAL OFFICIAL RULES**

**NO FEE OR PURCHASE NECESSARY TO ENTER OR WIN.
A FEE PAYMENT OR PURCHASE WILL NOT IMPROVE THE CHANCES OF
WINNING.**

Thank you so much for your interest in submitting an entry to the **6th ANNUAL GOOD VIBRATIONS INDEPENDENT EROTIC FILM FESTIVAL (the “Festival”)**. The showing of the winning films, including the finalist films, will take place at the legendary Castro Theatre on September 22nd.

1. **GENERAL CONDITIONS:** The Festival is being sponsored by Good Vibrations (“Good Vibrations”) and co-sponsors (each a “Co-Sponsor”) identified on the official Good Vibrations Independent Erotic Film Festival page of Good Vibrations’ website at www.gv-ixff.org (the “Festival Site”). The Festival is governed by the laws of the State of California and applicable United States federal law, without regard to any conflicts of laws principles. Those who enter the Festival agree to abide by the terms of these Official Rules and by the decisions of Good Vibrations and the Judges.

2. **ELIGIBILITY:** This Festival is open ONLY to natural persons who are 18 years of age or older at the time of entry. Employees of Good Vibrations are not eligible to enter the Festival. Good Vibrations will only accept entries completed and submitted in the format designated below.

3. **WHAT TO SUBMIT:** Each person entering the Festival (each, an “Entrant”) may submit more than one film entry (an “Entry”).

Entries for the Festival should be no longer than **7 minutes in length**. Entries that are longer than 7 minutes in length WILL NOT be accepted as a submission into the Festival. Entries that are not accepted into the Festival WILL NOT be returned. Entrants are responsible for including opening and closing credits as part of their Entries. Entry contents can be anything that reflects eroticism. Entries can be serious, light-hearted, romantic, etc. Entries can also be animated, pixilated, or digitally enhanced to reflect creativity. **Entries CANNOT feature, show, or in any way have any model, actor, actress or other participant (each a “Film Participant”) who is under the age of 18 associated – NO EXCEPTIONS!**

Entries must be submitted in DVD formats only. Good Vibrations reserves the right to disqualify any Entry not in the format specified herein.

All entries become the property of Good Vibrations upon submission. No Entry will be returned upon completion of the Festival. Entrants should make copies of his/her Entry prior to submission in order to have his/her Entry’s record.

Good Vibrations will have no responsibility for, and will have the right to refuse in its

sole and absolute discretion, any copies of submitted Entries, Entries that have been tampered with, or Entries that are misdirected, incomplete, non-conforming, corrupt, lost, late, or ineligible, for any reason. In the event of a dispute regarding who submitted an Entry, the Entry will be deemed to have been submitted by the person specified in the Good Vibrations Agreement and Release that will be signed by each Film Participant in a particular Entry (as set forth in the following paragraph).

The following documents are required with every Entry:

- (i) a completed entry form setting forth certain information about the Entrant,
- (ii) a completed and signed copy of the “Records Keeping Compliance Form Pursuant to 18 U.S.C. §2257” for each Film Participant of any kind in an Entry and for the Entrant,
- (iii) copies of all identification documentation required by the Records Keeping Compliance Form for each Film Participant and for the Entrant, and
- (iv) a completed and signed copy of the “Good Vibrations Agreement and Release” for each Film Participant and for the Entrant. The Records Keeping Compliance Document and the Good Vibrations Agreement and Release are available on www.gv-ixff.org.

No Entry will be accepted without proper documentation as determined in Good Vibrations’ sole discretion.

4. **HOW TO SUBMIT:** To enter the Festival, Entrants must submit their Entry together with the documentation set forth in the previous paragraph. The Entry together with the proper documentation can either be:

(a) can be mailed to:

GOOD VIBRATIONS
934 Howard Street
San Francisco, CA 94103
ATTN: Camilla Lombard
Please send all Entries in a sealed envelope.

(b) can be submitted in person at any of our following retail locations:

- 603 Valencia Street, San Francisco, CA 94110
- 1620 Polk Street, San Francisco, CA 94109
- 899 Mission Street, San Francisco, CA 94103
- 2504 San Pablo Avenue, Berkeley, CA 94702
- 308-A Harvard Street, Brookline, MA 02446

5. **WHEN TO SUBMIT:** All Entries MUST be received no later than **June 30th, 2011** 5pm Pacific Time. Entries will not be accepted after this date – **NO EXCEPTIONS!**

6. **JUDGING.** The winning entry will be determined by audience applause at the premiere screening at the Castro Theatre in September.

7. **ANNOUNCEMENT; WINNER/FINALISTS:** Finalists will be notified via email or telephone on or about August 20th, 2011. For the purposes of this agreement, a voice message answering machine, a voice-mail box or an email sent to the email address specified in the applicable Entry materials shall be deemed notification. The Winner will be determined by audience applause at the premiere screening at the Castro Theatre on September 22nd.

Each Winner and Finalist will be solely responsible for complying with any and all applicable federal, state, provincial, local, or other statutes, regulations, and other laws and for bearing any personal income or other taxes, fees, insurance, surcharges or other costs relating to any prize. Each Winner and Finalist will be required to provide Good Vibrations with the Winner's/Finalist's social security or tax payer identification number for tax purposes. Good Vibrations may issue a form 1099-MISC to each Winner and Finalist.

8. **PRIZES:** No substitutions of prizes or cash exchanges are permissible, except that Good Vibrations reserves the right to substitute a prize for equal or greater value in its sole discretion. The prize will be awarded on the evening of the opening premier at the Castro Theatre.

The prize will be awarded for the following as detailed:

• **PEOPLE'S CHOICE AWARD:** \$1,500

The advertising and promotional package for each Winner and Finalist will include, without limitation: showing the Winner's or Finalist's Entry in September, 2011 at the Castro Theatre and possible future screenings, announcement of each Winner and Finalist on www.gv-ixff.org or www.goodvibes.com.

9. **REPRESENTATIONS; LICENSE:** By entering the Festival, each Entrant represents and warrants that: (a) the Entrant meets all eligibility requirements of the Festival; (b) in entering and participating in the Festival, the Entrant has complied and will comply in all respects with these Official Rules and all applicable statutes, regulations, and other laws, including without limitation the requirements of 18 U.S.C. §2257, (c) the Entry consists entirely of the Entrant's own original work in which the Entrant holds all rights, including without limitation copyrights, trademark rights, and rights of publicity, necessary for Entrant's participation in the Festival and for Good Vibrations' and Co-Sponsors' use in connection with the Festival; (d) neither the Entry nor the duplication, distribution, display, performance, use, or other exploitation of the Entry will infringe or misappropriate any intellectual property or other proprietary rights of any individual or entity, including without limitation any copyrights, trademark rights, rights of publicity, or privacy rights; and (e) the Entrant will not use Good Vibrations' or any Co-Sponsor's name, trademark, logo or other information of Good Vibrations or a Co-Sponsor in connection with the Entry or in connection with any other film, including without limitation in connection with the Entry's promotion, performance (other than in the Festival), or commercial exploitation. By entering the Festival, each Entrant grants to

Good Vibrations an irrevocable, royalty-free, perpetual, right to edit, publicly display, perform, use the Entry to promote the Contest.

10. **RELEASE**. To the maximum extent permitted by law, by entering the Festival, each Entrant releases and holds harmless Good Vibrations, any Co-Sponsors, and each of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, and representatives from any and all responsibility or liability (including without limitation for any injuries, losses, or damages of any kind, such as compensatory, direct, incidental, consequential, punitive, or other damages) arising out of or relating to: (a) the Festival or the showing of any film entered in the Festival; (b) the acceptance, possession, receipt, or use of any prize; (c) any Entries that have been tampered with or that are misdirected, incomplete, non-conforming, corrupt, lost, late, or ineligible; (d) computer, telephone, cable, satellite, network, hardware, or software malfunctions or failures; garbled or jumbled transmissions; or Internet or website accessibility or delays, including without limitation any malfunctions occurring while showing the Entries at any theatre; (e) printing or typographical errors in any Festival-related materials; or (f) any other technical or human errors occurring in connection with the Festival. **THE PRIZE WILL BE GIVEN AWAY BY GOOD VIBRATIONS AND/OR CO-SPONSORS “AS IS.”**

11. **TERMINATION**: To the maximum extent permitted by applicable law, Good Vibrations reserves the right to suspend, modify, or terminate the Festival at any time prior to the Decision Date for any reason, in its sole and absolute discretion, including without limitation in the event of fraud or technical or other difficulties. In such cases, Good Vibrations will post notice on Good Vibrations’ website at <http://www.gv-ixff.org>.

12. **ADVERTISING**: By entering the Festival, each Entrant consents to the use by Good Vibrations information related to the Festival for advertising, marketing or other purposes. If you are selected as a finalist we will request and use your name (legal or stage name), photo, and short bio for our program and promotion without additional compensation.

13. **NO ENDORSEMENT**: Nothing contained herein or in any of the Festival related materials should be construed as an endorsement by Good Vibrations or Co-Sponsors of the prize manufacturers, or any third party, product, or service.

14. **WINNERS’/FINALISTS’ LIST; MAILING LIST**: A list of Winners’ names (stage name acceptable) may be posted on www.gv-ixff.org and may be obtained by sending a self-addressed, stamped envelope to “Winners,” IXFF 09, Good Vibrations, 934 Howard Street, San Francisco, CA 94103, ATTN: Camilla Lombard

15. **MISCELLANEOUS**: The **6th ANNUAL GOOD VIBRATIONS INDEPENDENT EROTIC FILM FESTIVAL** and all accompanying materials are trademarked by Barnaby, Ltd. Any action an Entrant, any third party or Good Vibrations brings to enforce these Official Rules shall be brought in either the state or federal courts located in San Francisco County, California, and all Entrants expressly consent to the jurisdiction of such courts. Entrants who violate these Official Rules, tamper with the

operation of the Festival or engage in any conduct that is detrimental or unfair to Open Enterprises, Inc., the Festival or any other entrant (in each case as determined in Open Enterprises, Inc.'s sole discretion) are subject to disqualification from entry into the Festival. Barnaby, Ltd. reserves the right to prohibit participation in the Festival of persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Festival. If you have any questions about these Official Rules or the Festival, please contact Camilla Lombard, Events and Promotions Coordinator at camillal@goodvibes.com

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