



## CONTRACT FOR PITCH COMPETITION FINALISTS

### This Document Constitutes A Legal Agreement

between:

Achilles Media Inc., and nextMEDIA2006 [hereinafter referred to as nextMEDIA]

and: \_\_\_\_\_ hereinafter referred to as  
the Finalist(s)]

### Regarding **nextPitch** – Short Form Content Pitch

(Hereafter referred to as nextPITCH)

1. The Finalist(s) agrees to pitch their project(s) in person and must be registered at nextMEDIA for the relevant days. nextMEDIA is in no way liable for any expenses related to travel or accommodation.
2. The Finalist(s) agrees that the entry they have submitted, and any related production, shall be suitable for public exhibition, website streaming and broadcast on TV's, mobile phones and any other devices in accordance with the CRTC and Canadian broadcast standards.
3. The Finalist(s) agrees that they are responsible for clearance of all creative rights involved in the production and shall assume full responsibility in the event of any legal challenge to those rights.
4. The Finalist(s) agrees to grant nextMEDIA permission to make audio/visual recordings of the session and to use said recordings to promote and publicize nextMEDIA.
5. The Finalist(s) agrees that, in the event of winning the SUN TV development prize at the nextPitch, these monies will be devoted to the further development, as contracted with SUN TV, of a concept demo of the project pitched.
6. The Finalist(s) agrees to include an acknowledgement to nextMEDIA in the end credits of any production based upon the project pitched.
7. Winners must sign and honour the terms of their development deal with SUN TV to receive their winning prize. In the event that the project is not developed or produced, and there is no contract with SUN TV, and thus no money received for agreed deliverables, there is no ongoing obligation to the Finalist(s) in respect of the prize money. However, if the developed concept project is sold to another entity, the Finalist(s) agrees that the obligations of this agreement will be passed on to the purchaser, who must acknowledge to nextMEDIA that the purchaser will honour these terms and conditions; or repay any monies awarded and agree that no legal obligations exist between themselves and nextMEDIA and related parties.
8. The Finalist(s) warrants that he/she is (are) currently a Canadian independent producer(s) and that they will be attending the nextMEDIA event as a paid registered delegate.
9. In the event that the project is produced, the Finalist(s) undertakes to produce the program in such a way as to qualify as Canadian Content per CRTC/CAVCO or Canadian Official Co-Production Treaty, as applicable. In the event that the program does not qualify as Canadian content, the Finalist(s) agrees to repay the prize monies without interest, on the first day of principal photography of the program.
10. SUN TV will have all rights for the winning projects' concept demo to be broadcast on SUN TV and Canoe.ca, as contracted by SUN TV and will include the right of "first look" and "first refusal", for further development or production license or otherwise. However, SUN TV has no obligations to the finalist(s) beyond the payment of a development prize fee as contracted for a winning pitch and the delivery of contracted items including the concept demo.

11. nextMEDIA retains the right to screen / stream / exhibit the finished work(s) at public events in Toronto, on the nextMEDIA website(s) and in conjunction with the promotion of the nextMEDIA festival. nextMEDIA retains the rights to archive a finished master quality copy of the winning production(s) and to use this master in relation to promotion of the nextPITCH event or nextMEDIA.

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Finalist Contract (continued)

Agreed to by:

nextMEDIA: \_\_\_\_\_ Date: \_\_\_\_\_

(Achilles Media Inc.)

FINALIST: \_\_\_\_\_ Date: \_\_\_\_\_

FINALIST: \_\_\_\_\_ Date: \_\_\_\_\_