

ABFF 30th ANNIVERSARY COMMERCIAL COMPETITION
PARTICIPANT RELEASE AND LICENSE AGREEMENT

This Participant Release and License Agreement (“Agreement”) is entered into by and between the undersigned individual or legal entity having an address or office as specified below (“Filmmaker”) and ABFF Ventures, LLC, doing business as Nice Crowd (“ABFF”), with a principal place of business at 4111 W. Alameda Ave, Burbank, CA 91607.

WHEREAS, ABFF is the producer and organizer of the American Black Film Festival (“ABFF”) and is conducting a competition entitled the “ABFF 30th Anniversary Commercial Competition” (the “Competition”);

WHEREAS, ABFF has published on its website as set of rules and guidelines governing the content, runtime, tagline, and required elements for audiovisual works submitted as entries to the Competition which are attached as Exhibit A (the “Competition Rules”);

WHEREAS, Filmmaker desires to participate in the Competition and submit, subject to the terms and conditions as set forth in this Agreement, an audiovisual work which conforms in all respects to the Competition Rules (the “Commercial”) for potential selection and exhibition as part of ABFF’s promotional campaign for the 30th anniversary of ABFF;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF RIGHTS

a. Filmmaker hereby grants to ABFF an irrevocable, perpetual, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, edit, modify, distribute, publicly display, publicly perform, promote, and otherwise exploit the Commercial, in whole or in part, in any and all media now known or hereafter devised, including, but not limited to, broadcast, digital, social, theatrical, and print formats, for purposes related to ABFF and its marketing, publicity, promotional, advertising, commercial, educational, or archival use.

b. ABFF hereby grants to Filmmaker the limited right to use the ABFF tradenames and trademarks attached as Exhibit B, solely for the purpose of creating the Commercial to be submitted to ABFF as an entry to the Competition, and not for any other purpose or for any other use in any media for any other work or product of any kind for any reason (the “Brand Toolkit”).

2. OWNERSHIP & WARRANTIES

Filmmaker represents and warrants to ABFF that:

- (a) Filmmaker is the sole and exclusive owner of the Commercial and all elements therein (except for the elements in the Brand Toolkit), or has obtained all necessary rights, licenses, consents, and permissions to grant the rights granted by Filmmaker to ABFF herein;
- (b) All individuals (including Filmmaker) whose names, likenesses, voices, or performances appear in the Commercial have executed valid and binding release agreements permitting use of their name, image, and likeness in connection with the Commercial and its exploitation by ABFF;
- (c) All locations, footage, photographs, music, trademarks, artwork, scripts, and other intellectual property included in the Commercial have been properly licensed or cleared, and that no third-party rights are violated by the submission, exhibition, or use of the Commercial;
- (d) The Commercial does not and will not infringe upon the copyright, trademark, right of privacy, right of publicity, or any other personal or proprietary right of any third party;
- (e) No one involved in the production of the Commercial is a member of any writers' union, and no collective bargaining agreement grants rights to anyone separate from or supplemental to this Agreement; and
- (f) The Commercial does not disparage ABFF, or contain any overt or implied obscene references, or any overt or implied references to sexual acts, acts of violence, hate speech, political messaging, or contain any depiction or endorsement of the use of alcohol, drugs, tobacco, or firearms.

Upon request, Filmmaker agrees to provide ABFF with copies of all clearance documents and release agreements.

3. INDEMNIFICATION

Filmmaker agrees to indemnify, defend, and hold harmless ABFF, its officers, employees, agents, sponsors, licensees, affiliates, successors, assigns, and representatives from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (i) any breach or alleged breach by Filmmaker of any representation, warranty, or obligation under this Agreement;
- (ii) the Commercial or its content (other than the elements in the Brand Toolkit) ; or
- (iii) the use or exploitation of the Commercial by ABFF as authorized herein.

4. NO OBLIGATION TO USE

Nothing in this Agreement shall obligate ABFF to use, display, or exploit the Commercial. The selection of any Commercial for inclusion in promotional campaigns, whether in whole or in part, shall be at the sole discretion of ABFF.

5. PUBLICITY CONSENT

Filmmaker hereby grants ABFF the right to use, without any further compensation, Filmmaker's name, likeness, biographical information, and statements for promotional and publicity purposes in connection with the Competition, ABFF's use of the Commercial as contemplated by this Agreement and ABFF's promotion of itself and its events generally.

6. GENERAL PROVISIONS

This Agreement and the Competition Rules taken together constitute the entire agreement between the parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements, understandings, negotiations, or representations, whether written or oral. This Agreement may not be modified except in a writing signed by both parties; provided, however, that ABFF may modify the Competition Rules prospectively in its sole discretion. This Agreement shall be binding on the Filmmaker and the Filmmaker's successors, assigns and (if applicable) Filmmaker's heirs, legatees and legal representatives; and it shall inure to the benefit of ABFF and its successors and assigns. This Agreement may be executed by manual, electronic or facsimile signature, all of which shall be deemed legally binding upon the Filmmaker. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws principles. The parties agree that any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the state or federal courts located in Los Angeles County, California, and each party hereby irrevocably consents to the jurisdiction and venue of such courts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Filmmaker Name (Print): _____

Address: _____

Signature: _____

Title: (if applicable): _____

Date: _____ Email: _____ Phone: _____

Exhibit A

30th Anniversary Commercial Competition Rules and Information

Contest Overview

The American Black Film Festival (ABFF) is turning 30 in 2026—and we’re inviting you to be part of the celebration. The 30th Anniversary Commercial Competition challenges filmmakers and content creators to produce a 30-second commercial that captures the legacy, excitement, and cultural impact of ABFF in a bold, fresh, and unforgettable way.

Whether your spot is heartfelt, hilarious, or wildly original, your creative vision should honor ABFF’s history of elevating Black voices in film and entertainment—while bringing your own unique perspective to what the festival represents.

The winning commercial (s) will serve as the official promotional campaign across television and digital platforms leading up to our milestone 30th anniversary in June 2026.

Tagline

Cool People. Hot Content

Themes for Creative Inspiration

- Community & Connection
- Unleashed Creativity
- Undiscovered Talent
- An Unparalleled Legacy

Prizes

- One (1) Grand Prize Winner Receives:
 - \$10,000 cash prize
 - An all-expense paid trip to attend the 2026 ABFF in Miami Beach
 - Two DECO Passes for the 2026 ABFF
- Two (2) Runners-Up will both Receive:
 - \$2,500 cash prize
 - Two DECO Passes for the 2026 ABFF

Eligibility

The contest is open to legal residents of the 50 United States, the District of Columbia, and Puerto Rico who are 21 years of age or older at the time of participation. Ineligible participants include employees, contractors, and officers of Nice Crowd, its parent, affiliates, advertising and promotion agencies, as well as their immediate family members and those living in the same household (whether related or not).

Submission Guidelines

- Length: Exactly 30 seconds
- Required Elements:
 - Include the 2026 festival dates: June 3–7, 2026
 - Include the official tagline: **Cool People. Hot Content**
 - Align with ABFF’s mission and themes
- Format: 1920 x 1080 | High-resolution MP4 or MOV
- Deadline: July 31, 2025

How to Submit

To enter the ABFF 30th Anniversary Commercial Competition, please complete the following:

1. Upload your 30-second commercial via the designated submission platform.
2. Include a brief creative statement (max 150 words) explaining your concept and creative approach.
3. Attached signed Participants Release and Licensing Agreement
4. Attach signed release forms for all talent, locations, and any music used in the commercial.
5. Ensure all content is original and fully owned by you or your team.

Judging Criteria

- Creativity & Originality (40%) – Unique storytelling and artistic vision
- Alignment with Theme (30%) – Effectively captures ABFF’s legacy and future
- Production Quality (20%) – Excellence in video and audio execution
- Cultural & Emotional Impact (10%) – Authentically reflects Black culture and storytelling

Competition Format & Timeline

The competition will unfold in the following phases:

1. Entry Period - Submit your 30-second commercial between May 22, 2025, at 9:00 AM PST and July 31, 2025, at 11:59 PM PST
2. Finalist Judging Period - From August 1 – August 31, 2025, submissions will be reviewed by ABFF’s internal and industry panels. Three finalists will be selected.
3. Finalist Notification & Editing Period - Five finalists will be notified by September 12, 2025, and must participate in up to two rounds of revisions through October 6, 2025 based on ABFF feedback.
4. Winner Announcement - The Grand Prize Winner and two runners-up will be announced by October 10, 2025.

Exhibit B
ABFF Trademark Toolkit

- A. AMERICAN BLACK FILM FESTIVAL ®**
- B. ABFF®**
- C.**

