

Honey & Hemlock Productions, LLC: Honey Writes Screenplay Competition (herein “The competition” OR “The contest”)

Website--- The competition Website

The name “Honey & Hemlock Productions”, “Honey & Hemlock Productions, LLC”, “Honey & Hemlock”, “Honey Writes”, the internet website uniform resource locator (URL) honeyandhemlock productions, the URL honeyandhemlock.inc, the URL honeyandhemlock.net, the URL honeyandhemlock.com, the URL honeyandhemlock.org are all United States and International trademarks solely owned by Honey & Hemlock Productions, LLC. No use of these trademarks, or any of them, is permitted, absent the express prior written permission of a Managing Member of the LLC on a case-by-case basis.

All text and other material appearing within and otherwise posted or distributed in connection with the Contest is: ©2022 Honey& Hemlock Productions, LLC. All Rights Reserved. No copying, distribution, or any other use of these materials or the pictures, or accounts of the Competition are permitted, absent the express prior written permission of a Managing Member of the LLC on a case-by-case basis.

“Official Rules”

(Official Honey & Hemlock Productions, LLC Honey Writes Screenplay Competition. 2024 Rules & Participation Agreement)

This Agreement, comprised of the Official Rules of the Contest as set forth herein, is made and entered into by and between the individual registering for the Contest (hereinafter, the “Entrant”), on the one hand; and Honey & Hemlock Productions, LLC (hereinafter, the “LLC”), on the other hand. By paying the entry fee and registering for the Contest, the Entrant indicates that the Entrant accepts the terms and conditions in the Official Rules as set forth herein. This Agreement and the Official Rules shall govern Entrant’s participation in “The Competition 2024,” and the intended creation by Entrant of a short screenplay as within-described, as part of that Competition, pursuant to the provisions set forth herein. Entrant and the LLC are hereinafter referred to as the “Parties”. The Parties hereby further agree as follows:

1. All Contestants Bound By These Rules - Entrant hereby agrees to take part in The Honey & Hemlock Productions, LLC Honey Writes Screenplay Competition 2024, which will be conducted by the LLC and is currently scheduled to take place between July 1, 2023 at 7:00 AM PST and March 15, 2024 at 11:59 PM PST. These Official Rules (herein, “Official Rules”) apply to “the Competition” 2024 and to each and every Entrant who enters the Competition.

2. Rules and Communications - Any Entrant that enters a short screenplay in this Competition or otherwise communicates with Honey & Hemlock Productions, LLC (the “LLC”) regarding this Contest, shall be deemed to have carefully read, reviewed, and specifically agreed to all of the text of these Official Rules; and also to any prior, other, and further writings of text; including, without limitation, rules and postings relating to the Contest (collectively, “Communications”) which the LLC may in the past, present, or future issue, distribute, post, or otherwise make available (collectively, “Communicate”) to prospective Contest entrants by e-mail, by mail, by hand, via Internet posting, and/or otherwise in any other manner. E-mail alone shall suffice to constitute notice to any Entrant, if and in the event that such method is elected for notice purposes by the LLC for any specific Communication. Notwithstanding the foregoing, the LLC does not and shall not solicit any entered short screenplays (hereinafter, “Entries” or “Entered Screenplays”) by the mail or by other electronic means; and rather, relies upon word-of-mouth within the creative writing, screenwriting and film communities to foster further recognition of the Contest and a resulting adequacy of the number of quality Entries.

3. Entry Fee & Entry Deadline –

• **EARLYBIRD DEADLINE:** Entry Fee for **ENTRY ONLY** is **US \$10** on or before **Thursday, August 31, 2023 at 11:59 PM PST**. The Entry Fee for **FEEDBACK ONLY** is **US \$15** on or before **Thursday,**

August 31, 2023 at 11:59 PM PST. The Entry Fee for ENTRY plus FEEDBACK is US \$25 on or before Thursday August 31, 2023 at 11:59 PM PST The entry fee for ENTRY plus FEEDBACK plus BUDGET BREAKDOWN is US\$ 60 due on or before Thursday, August 31, 2023 at 11:59 PM PST.

• **REGULAR DEADLINE-** Entry fee for **ENTRY ONLY** is **US \$15 from Friday September 1, 2023 at 12:00 AM PST until Sunday, December 31, 2023 at 11:59PM PST.** The entry fee for **FEEDBACK ONLY** is **US \$20 from Friday September 1, 2023 at 12:00AM PST until Sunday, December 31, 2023 at 11:59PM PST.** The entry fee for **ENTRY plus FEEDBACK** is **US \$35 from Friday, September 1, 2023 at 12:00 AM PST until Sunday, December 31, 2023 at 11:59PM PST.** The entry fee for **ENTRY plus FEEDBACK plus BUDGET BREAKDOWN** is **US \$75 from Friday, September 1, 2023 at 12:00AM PST until Sunday, December 31, 2023 at 11:59PM PST.**

• **FINAL DEADLINE-** Entry fee for **ENTRY ONLY** is **US \$20 from Monday, January 1, 2024 at 12:00AM PST until Friday, March 15, 2024 at 11:59PM PST.** Entry fee for **FEEDBACK ONLY** is **US \$20 from Monday, January 1, 2024 at 12:00AM PST until Friday, March 15, 2024 at 11:59PM PST.** Entry fee for **ENTRY plus FEEDBACK** is **US \$45 from Monday, January 1, 2024 at 12:00AM PST until Friday, March 15, 2024 at 11:59PM PST.** Entry fee for **ENTRY plus FEEDBACK plus BUDGET BREAKDOWN** is **US \$80 from Monday January 1, 2024 at 12:00AM PST until Friday, March 15, 2024 at 11:59pm PST.**

The entry fee and short screenplay must be **received** in full by the LLC on or before the Final Entry Deadline to participate in the Honey & Hemlock Productions, LLC Honey Writes Screenplay competition 2024. Once the registration is completed online and Entry Fees and Screenplays are received in full and in proper order by the LLC, a confirmation e-mail will be sent to the Entrant as identified in The Honey & Hemlock Productions, Honey Writes Screenplay Competition 2024 online registration form, to the e-mail address identified in online registration form, confirming the corresponding Entrant's registration in the Competition. Refunds for the Entry Fee must be requested in writing by email to info@honeyandhemlock productions. Any refund request that is received at least 48 hours into the contest on or before July 3, 2023 at 7 AM PST will be refunded in full within 30 days of the Refund Request date on or before August 3, 2023 at 7 AM PST. If 48 hours have passed in the competition, the Entry Fee becomes non- refundable.

4. Exercise of Skill - This Competition requires an exercise of skill, only, and is NOT a game of chance in any respect whatsoever. Entrants will be judged upon format, content, "can this script be produced for the outlined amount", plot development, etc.

5. SUBMISSION DEADLINES – The Contest has 3 deadlines for submissions.

• Submissions for the **EARLYBIRD DEADLINE for ALL CATEGORIES** will open on **July 1, 2023 at 7:00 AM PST** and will remain open until **Thursday, August 31, 2023 at 11:59PM PST.**

• Submissions for the **REGULAR DEADLINE for ALL CATEGORIES** will open on **September 1, 2023 at 12:00AM PST** and will remain open until **Sunday, December 31, 2023 at 11:59PM PST.**

• Submissions for the **FINAL DEADLINE for ALL CATEGORIES** will open on **January 1, 2024 at 12:00AM PST** and will remain open until **Friday, March 15, 2024 at 11:59PM PST.**

5A. COMPETITION DEADLINES-

• Honey & Hemlock Productions, LLC will have until **June 1, 2024 at 11:59PM PST** to execute the judging process and **announce a winner.**

- Honey & Hemlock Productions, LLC will have until July 31, 2024 at 11:59pm PST to return all feedback that has been paid for with an entry fee to the contest.
- Honey & Hemlock Productions, LLC will have until August 31, 2024 at 11:59PM PST to return all budget breakdowns that have been paid for with an entry fee to the contest.
- Honey & Hemlock Productions, LLC may choose to announce any of the following throughout the judging process, but are under no obligation to do so: Quarter-Finalists, Semi-Finalists, Finalists.

6. Screenplay Submission Format & Deadline – All screenplays must be uploaded on the registration form on www.filmfreeway.com/honeywrites

- **LENGTH:** The completed screenplays must be no more than 15 pages in length, not including the title page.
- **ANONYMITY:** The title page must ONLY INCLUDE the title of the Short Screenplay and a brief synopsis. The brief synopsis is optional. The screenwriter's name MUST NOT appear anywhere in the script, including the title page.
- **GENRE:** There are no genre requirements. The entrants are encouraged to submit a short screenplay in the genre they feel the most comfortable writing in. However, the LLC does request that all materials must not fall under an NC17 rating, or be considered pornography in any way, shape, or form.
- **FORMAT:** All screenplays must be in standard screenplay format and sent to Honey & Hemlock Productions, LLC as a PDF file. All scripts must be submitted in English.
- **DEADLINE:** The completed short screenplays must be **received** by 11:59PM Pacific Time Zone at the **end** of the competition period listed above in paragraph #5. All Entries that are not received by the LLC by the end of the competition period will not be reviewed and will be ineligible for the Honey & Hemlock Productions, LLC Honey Writes Screenplay Competition, 2024.

7. Story Copyright / Registration - Although it is not necessary for the Competition, all Entrants may want to register their short screenplays and/or other materials with the U.S. Copyright Office (www.copyright.gov). The LLC may receive many short screenplays adopting similar perspectives on the same Genre, Theme, and Emotion assignments, and therefore the LLC accepts absolutely no responsibility with respect to any copyright disputes or claimed rights conflicts which may occur or be perceived to occur. Honey & Hemlock Productions, LLC, reserves the right to require each Entrant and any third-party to sign, properly execute, and deliver to the LLC such additional and further documentation as the LLC may deem appropriate with respect to any rights or issues, or any other matter relating to the Competition

8. Disqualifications and Gratuitous Material - The LLC reserves the right to disqualify any Entrant or Entered Story, without refund of ENTRY FEE, that does not comply with these Official Rules and other Contest requirements from time to time communicated by the LLC. The LLC also reserves the right to disqualify any Entered Short Screenplay that contains gratuitous material, including but not limited to, gratuitous violence and/or pornography. All decisions as to what constitutes gratuitous material is within the sole discretion of the LLC, and any such decisions are final, conclusive, and binding upon all Entrants.

9. Judging Criteria & Decision of the Judges - The fixed standard and criteria used by each of the Judges shall be instructed by the LLC to the Judges, and shall be as follows:

- 15% Format (Adherence to paragraph #6)
- 15% Can this film be produced for or under \$10,000 USD.
- 70% Story (Writing, Originality, Character Development, and Plot Development)

The same Judges may be used for several Short Screenplays but not for each and every short screenplay. The LLC reserves the right to vary the Judges on a Screenplay by Screenplay basis. Each Judge shall total all scores for each Short Screenplay and then share his/her rulings with the LLC. The highest average score among Judges will be considered the FIRST place short screenplay of the entries, the next highest average score will be considered the SECOND place short screenplay, and so on. If there is a tie among the highest scores, Honey & Hemlock Productions, LLC reserves the right to choose a winner from the tied entrants based solely on our understanding of which short screenplay will be the most budget effective to produce. All Entrants are prohibited from contacting any of the Judges regarding their submissions or the Competition generally. Any such contact will be grounds for automatic disqualification and forfeiture of Entry Fees and any other monies or consideration expended.

10. Prizes- Entrant hereby acknowledges that participation in the Honey & Hemlock Productions, LLC Honey Writes Screenplay Competition 2024 is without remuneration or compensation of any sort.

• **The Grand Prize:** The Entrant hereby acknowledges that Honey & Hemlock Productions, LLC will be the sole producers of the winning short screenplay. This Short Screenplay will be in pre- production by the end of the calendar year, 2024.

• **Honorable Mention:** The Entrant hereby acknowledges that the prize of honorable mention will be issued as a certificate honoring the entrant and the winning script. Should the Grand Prize Winner choose to decline their prize of having Honey & Hemlock Productions, LLC produce their short screenplay, The Honorable Mention Winner will then be the short screenplay that is produced by Honey & Hemlock Productions, LLC in the calendar year of 2024.

11. Issuance Of Prizes. Honey & Hemlock Productions, LLC will be in contact with the Grand Prize winner at a time after June 1, 2024 to discuss production for the film. The writer will be allowed on set during production, will receive credit as the writer of the screenplay both in the credits of the film and on The Internet Movie Database (IMDB), but will receive no compensation as the prize guidelines clearly state that the Grand Prize is the production of the winning entry. The winner of the Honorable Mention Prize will receive their certificate by June 30, 2024.

12. Feedback: Only entrants who have paid the entry fee for either **entry and feedback** or **Feedback Only**, as outlined in paragraph 3 will receive feedback on their entry to the Honey & Hemlock Productions, LLC Honey Writes Screenplay Competition, 2024. Feedback will be provided in a rubric based on the information outlined in paragraph 9. Feedback will be sent out to the entrants based on the information outlined in paragraph 5.

13. Budget Breakdown: Only entrants who have paid the entry fee for entry, feedback, and budget breakdown as outlined in paragraph 3 will receive a budget breakdown for their entry to the Honey & Hemlock Productions, LLC Honey Writes Screenplay Competition 2023. The budget breakdown will be provided in a PDF file. This will not be a complete line by line break down of the entrant's script, but will be a template provided in PDF form that is based on Honey & Hemlock Productions, LLC's knowledge and information base. The budget will be for a nonunion, low-budget short film. The budget breakdowns will be sent out to the entrants based on the information outlined in paragraph 5.

14: Film Festivals & Distribution: The entrant hereby acknowledges that Honey & Hemlock Productions, LLC will be the sole decision maker of the film festivals that the winning entry will be entered into. The entrant hereby acknowledges that Honey & Hemlock Productions, LLC will be the sole signers of any contracts that come related to distribution rights of the winning short screenplay.

15. Indemnification - Each Entrant hereby indemnifies, releases, discharges, defends, and holds the LLC (and its owners, managers, members, employees, agents, attorneys, representatives, contractors, vendors, successors and affiliates) harmless from and against any and all claims, losses, damages, obligations, expenses, penalties, settlements, litigations, judgments and any other liabilities of any kind

whatsoever (including without limitation attorney's fees and costs incurred by the LLC), arising out of, from, or otherwise related to the development, creation, production, or other making or use of Entrant's entry, and any other activities which at all relate to any Entry, this Contest, or these Official Rules, including, but not limited to: (A) any third-party or other claim of any ownership right or interest in, or otherwise relating to, any Entered Story; (B) any third-party or other claim of violation of any personal right or proprietary right in connection with the Entered Story, such as defamation, libel, trade libel, slander, "name and likeness" rights, right of privacy, right of publicity, "moral rights", unauthorized exhibition, breach of contract copyright infringement, trademark infringement, and any other right or claimed right of any other kind or nature; (C) any claims for negligence, injury to persons (including wrongful death), injury to property, or any other injury which may arise out of, result from, or occur, directly or indirectly, in any way in connection with this Contest or any Entered Short Screenplay; (D) any breach or other violation of these Official Rules or any other LLC Communication; and (E) any other activities by or relating to any Entered Story, Entrant, or third-party in connection with this Contest, and any other liability of any kind or nature arising out of any participation in the Contest.

16. Rights and Property - The LLC shall own the completed production of the winning entrant. If the winning entrant declines the grand prize of production of their short screenplay, Honey & Hemlock Productions, LLC will relinquish the rights to said short screenplay. **The grand prize winner will have 48 hours from time of notification to accept or deny their prize.** In the case that the Honorable mention Winner steps into the position of grand prize winner, The Honorable mention entrant acknowledges that the LLC shall own the completed production of the winning entrant. **Should the Honorable Mention winner become the grand prize winner, Entrant will have 48 hours to accept or deny their prize.** Entrant hereby grants Honey & Hemlock Productions, LLC the absolute right to post the Entrant's Full Name, City, State or Province, Country, Title of Entry, and Logline or Synopsis of Entry on www.honeyandhemlockproductions.com through the LLC's mailing lists, and press releases for publicity purposes, when announcing the Competition Winners. The Entrant expressly grants to the LLC the right to use any images (individual or collective) taken during the creation of the Entry and/or during any of the Competition events, the pre-production process, post-production process, film festival process, and through the potential and probable distribution process as well as quotes from e-mail or written submissions, for use on the LLC's website(s) or for promotional purposes.

17. Contest Changes, If Any, and Additional Documents - In the event that, in the LLC's discretion, circumstances so warrant, the LLC may change the Official Rules of this Contest to foster the interests of preserving as level a playing-field as possible for all Entrants and Entries. It is accordingly the sole responsibility of each Entrant to, throughout the full duration of the Contest, frequently check the Contest Website and the Entrant's incoming e-mail, regular mail, and faxes, to ensure that any and all Communications from the LLC are received. The laws, regulations, requirements, and rules of any state or other jurisdiction may be subject to change at any time, including without limitation such time as the activities relating to this Contest may occur. Accordingly, the LLC reserves the right to make such changes to this Contest and/or these Official Rules and other Communications ("Contest Changes") at any time and as the LLC may deem appropriate in its sole discretion, to the extent that such changes are made for the purpose of compliance with all such applicable laws, regulations, requirements, and rules; including without limitation termination of the Contest in the unlikely event that such drastic action is thereby made necessary. In the event of such termination, or of any claim made against the Contest or the LLC or any of its affiliates or affiliated parties by any Entrant or other person or entity (and given the large number of Entries which may ensue), the LLC's liability shall hereby be agreed to be limited to One Penny (US\$0.01) per Entrant. Such Contest Changes by the LLC may be made in a manner in which the interests of justice so dictate, as determined by the LLC in the LLC's sole discretion. The LLC shall endeavor to notify all Entrants of any such Contest Changes, if occurring. The LLC shall have the right, but not the obligation, to use Communication methods in addition to or in lieu of e-mail and the Internet, for any purpose under these Official Rules (provided that same is not specifically and expressly required to be disseminated in an alternate manner by these rules themselves). The employees, families, and affiliates of the LLC, and its Members and Managers, may not enter this Contest.

18. Not A Talent Agency - The LLC is a production company which conducts this Competition, and is not a talent agency. The LLC shall not be characterized as soliciting employment for any Writer, Entrant, or other Contributor.

19. Void Where Prohibited, And Applicable Laws - This Contest Is Void Where Prohibited. This Contest Is Governed By The Laws Of The United States, And All Applicable Laws Govern. No one under the age of Eighteen (16) years may enter this Contest (absent appropriate parental written consent and good cause shown therefore in the LLC's sole discretion); nor may any person enter this Contest who does not have the legal right or capacity to specifically agree to and contract with the LLC with respect to the Contest and these Official Rules. By entering this Contest, each Entrant warrants and represents to the LLC that he/she is under no legal or other impediment which would prevent or restrict his/her ability to enter and engage in activities relating to this Contest. Accordingly, it is each Entrant's responsibility to ensure that: (A) the applicable laws, regulations, requirements, and rules of his/her home state or other jurisdiction allow and permit the Entrant's entry into this Contest; and (B) there is no contractual or other legal obligation or other issue that would militate against the entry of the corresponding Entered Story into this Contest, or against such Entrant in engaging in activities relating to this Contest.

20. No Responsibility For Electronic And Other Failures – It is the strict responsibility of all Entrants to back up and retain copies of all Entries and other materials entered, mailed, forwarded, communicated, or otherwise transmitted; and the LLC shall not be responsible for the failure of any Entrant or other party to do so. The LLC is not and shall not be responsible for: (A) any lost, late, misdirected, mutilated, damaged, illegible, unintelligible, or otherwise ineligible entries; (B) any electronic mistakes or other mishaps including without limitation transmission errors which may result in omission of, interruption of, deletion of, defect in, delay in delivery of, theft or destruction of, unauthorized access to, or alterations of, any Entries or other materials furnished to the LLC in connection with this Contest, or any materials otherwise distributed to or intended to be distributed to or by Entrants in connection with this Contest; or (C) any network, telephone, electronic, computer, hardware or software, or other technical or machine- related malfunctions or limitations of any kind; or (D) any inaccurate transmissions of or failure to timely receive Entries or other material by the LLC or by any Entrant on account of any technical problems or traffic congestion on the Internet or at any website; or (E) any combination of the foregoing in whole or in part. If for any reason the Internet or e-mail communications relating to the Contest are not capable of running as planned, including infection by computer virus, "bugs", tampering, unauthorized intervention, fraud, technical failures, "force majeure", or any other causes beyond the control of the LLC, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the LLC reserves the right at its sole discretion to disqualify any Entrant that tampers with this Contest, its Official Rules, and/or its and their procedures; and the LLC may terminate, modify, or suspend the Contest as a result.

21. Warning - Any attempt or action taken by any Entrant or other person or entity to damage any website, disrupt the process or progress of any e-mail, or otherwise undermine the legitimate operation of the Contest, may be a violation of criminal and civil laws; and, should such attempt be made or activity occur, the LLC reserves the right to disqualify such persons from the Contest and further interaction with the LLC, and seek damages and other legal and equitable relief, including any possible attorney fees from and with respect to any such person or entity to the fullest extent that the law will allow.

22. Mistakes and Force Majeure - In the event of any instance in which the LLC has reason to believe that a mistake in the running of the Contest has occurred; or that one or more of the Entrants may have engaged in fraudulent activity or otherwise violated the Official Rules or other LLC Communications; or that one or more of the Entrants or other persons or entities are abusing the Contest and/or its Official Rules; or if a "force majeure" event occurs in whole or in part during the time periods cited herein, (for example but not by way of limitation, a failure of the Internet to allow for any Communication to be disseminated), which prevents or threatens to prevent the Contest from proceeding as planned, then: (A) at the LLC's election, all Subsidies must be returned by the Entrants so as to be received in full by the LLC; (B) upon receipt of the returned Subsidies, if so required by the LLC, all Entry Fees received from the Entrants, will be refunded to the Entrants as originally paid by them; and (C) the LLC may take such other and further action as the LLC in its sole discretion sees fit. Any re-scheduling of the Short

Screenplay Competition and prizes thereafter, if any, will be at the sole discretion of the LLC. Any Entry Fees paid or payable by any Contestant are non-refundable, irrespective of contingency (including their being non-refundable to any Finalist or Winner). If there is any disagreement as to what constitutes a "force majeure" event, then the LLC's determination shall be final, conclusive, and binding.

34. Administrator - The Administrator of this Contest is:

Honey & Hemlock Productions, LLC
2108 N. St. Ste. N,
Sacramento, CA 95816

The Administrator shall award all prizes and retain all records relating to the Contest. No walk-in visits to the LLC are encouraged or allowed, nor are any in-person communications with the LLC. A Winners List is expected to be posted on the Internet; and additionally, may be obtained by any interested party, when available (but in any case no later than thirty [30] calendar days after the date of the selection of the Finalists), by forwarding an SASE with sufficient postage to the immediately above LLC address, provided that the SASE shall not be required from residents of any state or jurisdiction which would prohibit the requirement of same.

35. Times - All times given herein and otherwise are Los Angeles Time (Pacific Time Zone), unless expressly indicated otherwise herein.

36. Newsletter and Privacy – The LLC will add the email address of the Entrant to the subscriber list for the Honey & Hemlock Productions, LLC (hereafter "Newsletter") unless the Entrant chooses to opt-out of the Newsletter on the registration form. The Newsletter is distributed using MailChimp and contains competition announcements, winning stories, interviews, and messages from sponsors. Every Newsletter has an unsubscribe option which will remove the Entrant from all future Newsletters. Unsubscribing from the Newsletter list will not prevent any future competition emails such as submissions confirmations or feedback from the judges since the Newsletter list is kept separate from any competition lists. The LLC shall take every possible action to protect the privacy of any Entrant, including their e-mail address, and including removal of e-mail addresses from lists if requested. The LLC will never sell, rent, lease or give away any information provided on the registration form to any third party. Any individual concerned about such privacy issues can contact the LLC regarding same directly by e-mail.

Entrant and any additional participating writers hereby acknowledge that he/she has read and agrees to abide by these "Official Rules". The LLC reserves the right to review and accept only those stories and other submitted materials that comply in all respects with these Official Rules.