

## AFM Guidelines

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### Guidelines for All Participants

#### **Notice to Each Participant**

The American Film Market<sup>®</sup> (“**AFM**”) is owned and operated by the Independent Film & Television Alliance<sup>®</sup> (“**IFTA**”), a nonprofit mutual benefit corporation registered in the State of California. Exhibitors, Buyers, Attendees, Sponsors, Affiliates, Press (as defined below) or any other party who may register or attempt to register to participate at the AFM including Conferences, or who may otherwise utilize the facilities or services of the AFM or IFTA, including Approved Publication distributors (“**Participant**” or “**Participants**”), and all of Participant’s employees, agents, consultants and guests, agree to abide and be bound by all rules and regulations, AFM Guidelines and written instructions of the AFM (collectively referred to as the “**AFM Market Rules**”). As the owner and operator of the AFM, IFTA has the right in its sole discretion to apply and interpret the AFM Market Rules. All Participants expressly agree that in the event of a dispute regarding the validity, interpretation or performance of any AFM Market Rule, California law shall govern and the state and federal courts in Los Angeles County, California shall have exclusive jurisdiction over the dispute.

Failure to comply with the AFM Market Rules may result in revocation of previously granted Badges and/or prohibition of the Participant and/or its Affiliates, employees, agents, consultants and guests from participating at current and future AFM(s). In the event

of such revocation, IFTA shall have the absolute right to prohibit entry to the AFM, including Exhibitor's Exhibition Space. Also, in such event, the Participant shall not be entitled to a refund or rebate of any fees previously paid to IFTA, nor shall IFTA be responsible in any way for any of the costs which the Participant may have incurred in connection with, preparation for, or attendance at the AFM.

All Participants shall be responsible for their costs and fees associated with participating in the AFM, including but not limited to, all fees associated with Exhibitor, Buyer, and Attendee registration and participation, sponsorships, screening fees, costs associated with any type of AFM Badge, equipment and furniture rental fees, and any other costs or fees assessed in association with participating at the AFM. If any fees or deposits are paid by a third party or charged to a third party account, it is understood and agreed that the Participant is ultimately responsible for payment of any charges and that IFTA has the right to confirm the identification of any third party payer and its relationship to the Participant. Except for AFM Exhibitors, no Participant, nor any of its employees or other representatives, or its invitees, shall engage in any activity as a sales agent, licensor, distributor or otherwise related to the sale or licensing of Motion Pictures during the AFM.

### **Consent by Each Participant**

Each Participant expressly consents to having its name, company information and/or other contact information including email and social media addresses disclosed in AFM publications or electronic communications, including the AFM website and screening attendance reports. Each Participant further expressly consents to receive via facsimile, email or any other means, information or materials from the AFM, IFTA, the IFTA Foundation, and AFM Sponsors. Participant may withdraw this publication consent at any time by notifying IFTA in writing. Participant further consents to receive via facsimile, email or any other means, information, materials or invitations from the sponsors of AFM Sponsored Events, including but not limited to LocationExpo and AFM Conferences. Participant may withdraw its consent to receive third party communications at any time by notifying the applicable Sponsor in writing. Notices are posted at AFM locations that photography and filming may occur at any time in any area of any AFM location during the AFM. Participant's presence at any AFM location or event shall be construed as Participant's express consent to any photography or filming in connection with the AFM, including but not limited to the use and distribution of Participant's name, voice, image and likeness for AFM marketing purposes. The disclaimer inures only to the benefit of IFTA and does not constitute consent by IFTA or any Participant to third party filming or filming not done at the direction of IFTA. IFTA may prohibit third party filming at any AFM location or event at any time during the AFM. Please see the Privacy Policy at [www.americanfilmmarket.com/privacy-policy/](http://www.americanfilmmarket.com/privacy-policy/).

### **Communications Sent by Participant**

Any communication sent by Participants within the U.S. with respect to the AFM shall be in compliance with the CAN-SPAM Act of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act). Any international communication sent by Participants with respect to the AFM shall be in compliance with all applicable local laws. AFM is not responsible for any third party communication and each Participant agrees to hold AFM harmless from any claims whatsoever.

## **Indemnification of IFTA by Each Participant**

IFTA is not responsible for the activities, performance or failure to perform of any Participant; nor is IFTA liable for the actions, inactions or negligence of any third party whatsoever, including but not limited to projectionists, suppliers, utilities, vendors, screening facilities, hotels, transportation and other facilities and/or parties; nor for force majeure events including without limitation, strikes, work stoppage, war or military activities, civil disorders, criminal conduct of others, weather, fire, flood, earthquakes, acts of God or any other events beyond IFTA's control. IFTA shall not be responsible for crimes or negligence committed by any Person, including but not limited to robbery, assault, battery, fire, water or any accident whatsoever. Should loss by theft occur, cooperation of the Participant is requested by reporting it immediately to law enforcement authorities and AFM security.

All Participants shall indemnify and hold harmless IFTA, its subsidiaries and divisions, officers, directors, employees and agents from and against any and all claims, damages and liabilities (including reasonable attorneys' fees) relating to or arising out of any breach or alleged breach by Participant of any agreements it may have with IFTA or these Guidelines. All Participants shall further indemnify and hold harmless IFTA, its subsidiaries and divisions, officers, directors, employees and agents from and against any and all claims, damages and liabilities (including reasonable attorneys' fees) relating to or arising out of any request by a Participant for IFTA's assistance with a Participant's personal property or rented equipment, including transporting such personal property or rented equipment.

### **Exhibitor Guidelines**

In addition to the AFM Guidelines, Exhibitors should refer to the Exhibition Agreement for the specific terms and conditions of exhibition at AFM.

### **Buyer Guidelines**

In addition to the AFM Guidelines, Buyers should refer to the Buyer Registration Form.

### **Buyer Accreditation**

Each Participant attending the AFM as a Buyer must be:

1. Retained or employed by a company which has contracted with one or more IFTA Members for such company to distribute in at least one audio-visual medium a total of at least three Motion Pictures during the three years immediately before the AFM; or
2. Retained or employed by a company which has contracted with one or more IFTA Members for such company to sub-distribute (*i.e.* re-license) in at least one audio-visual medium a total of at least three Motion Pictures during the three years immediately before the AFM.

Buyer accreditation will not take place during AFM. To apply for accreditation, the Accreditation Form, available at [www.americanfilmmarket.com](http://www.americanfilmmarket.com), must be submitted no later than one month prior to the first day of the applicable AFM.

Companies that purchase an Executive Badge, Executive Plus Badge or Platinum Badge may apply for buyer accreditation following the corresponding AFM. For consideration, applicants must apply for buyer accreditation on or before January 31<sup>st</sup> of the year following the AFM. If a company is approved in writing by AFM as an Accredited Buyer under the AFM Market Rules, the company may request a rebate for the difference between the amount paid for the Executive Badge, Executive Plus Badge or Platinum Badge and the cost of a comparable Buyer Badge. Executive Badge rebates will be based on Buyer Badge pricing. Executive Plus Badge and Platinum Badge rebates will be issued against the cost of the Buyer Plus Badge. Rebates issued at the sole discretion of AFM are available only for current employees of an Accredited Buyer.

### **Badge Refunds**

Buyer Badges will be refunded in full if a written request for refund is received by AFM at least twenty-seven calendar days prior to the start of the applicable AFM. For requests received after such date but no later than thirty calendar days after the end of the applicable AFM, a credit may, at IFTA's sole discretion, be provided which may be used toward a credential of equal or greater value for the next subsequent AFM. Such credit is valid only for the next subsequent AFM and for use by the same Accredited Buyer, which shall be subject to verification by AFM. No other transfer of credentials or payments are permitted.

### **Americans With Disabilities Act**

In compliance with the Americans with Disabilities Act, IFTA is committed to providing equal opportunity and access to the services and facilities of AFM. For further information on access at the AFM, please contact Susan Cleary, IFTA's General Counsel at [scleary@ifta-online.org](mailto:scleary@ifta-online.org).

### **Temporary Office Space**

No Participant, including Exhibitors, may retain temporary office space (one month or less) within 25 miles of the AFM during the AFM or use the AFM trademark or logo in connection therewith. IFTA may rescind all rights and privileges of participation and/or exhibition at a current or future AFM in the event of such occurrence.

### **AFM Lounges**

Participants may not use the Buyers Lounge or Filmmakers Lounge (collectively referred to as “**AFM Lounges**”) to set up displays, distribute materials, reserve tables and/or chairs, or refer to either of the AFM Lounges as its office location in marketing materials or advertising, print or electronic. AFM Lounges are for Participants to utilize the specific services offered in the AFM Lounges and to have periodic meetings, and they shall not be used as exhibition or permanent meeting spaces. Use of the AFM Lounges for permitted purposes shall not exceed a daily limit of three hours per Participant.

## **Distribution of Approved Publications**

The only publications that may be distributed to attendees at the AFM are those that are expressly identified and approved by AFM for distribution in accordance with a fully executed Distribution Agreement or Media Barter Agreement with IFTA (“**Approved Publication**”). The right to distribute an Approved Publication may not be sold, assigned or sublicensed to a third party for any reason whatsoever.

## **No Distribution of Unapproved Promotional Material**

IFTA has the sole right to control all activities and advertising at AFM. In particular, IFTA may eliminate, cover or otherwise exclude any logos, images, voices or statements that may directly or indirectly offend the public, present false or misleading information or for any other reason. Unapproved promotional materials may not be distributed or left in the Hotel hallways, elevator lobbies, bathrooms, or anywhere on Hotel property or in any other designated AFM area, including screening facilities. All such unapproved promotional materials will be immediately removed by AFM security.

## **AFM Badges**

AFM Badges (“Badges”) must be worn and displayed at all times during the AFM and shown to AFM security whenever requested by AFM security. A Badge allows access to most AFM screenings but does not guarantee access to every AFM screening. Badges must be shown to AFM security in order to access restricted areas of the AFM. If any Participant wears a Badge other than his or her own, AFM security will ask the Participant to surrender the Badge. Failure to comply with such request may result in the Participant being barred from participating in a current or future AFM(s). Surrendered Badges will not be returned to the Participant; however, if the surrendered Badge belongs to an Exhibitor, the Exhibitor will be contacted regarding the surrendered Badge.

Lost or stolen non-transferrable Badges must be reported to AFM security and there may be a 24-hour period before a new Badge is issued. IFTA is not required to issue a replacement Badge. IFTA will not issue a replacement for lost or stolen transferrable Badges.

Counterfeit badges are strictly prohibited. If any Person is found wearing a counterfeit badge, AFM security will ask that Person to surrender the counterfeit badge, that Person will be excluded from the restricted areas of the AFM, and the Person will be denied access to the public space of the Hotel. Any Participant found to have produced, used, distributed, authorized, sold or in any other way participated in the use of a counterfeit badge will be subject to fines or other sanctions, including prohibiting such Participant, its Affiliates, and/or any or all of its employees from participating in a current or future AFM(s). The AFM, including AFM security, may refer such individuals and organizations to law enforcement authorities in its sole discretion.

AFM may revoke previously granted Badges and/or prohibit an entity, its Affiliates, all its employees, and/or an individual from participating in a current or future AFM(s) for, including but not limited to, the following reasons: (1) Participants who breach the safety

and security of the AFM, which includes, but is not limited to, threats to other Participants, IFTA/AFM staff, Hotel staff, or any Person whatsoever, possession of weapons, or violations of general security concerns at the AFM; (2) Participants who have been convicted of criminal copyright infringement; (3) Participants who have infringed the intellectual property rights of IFTA or the AFM, including but not limited to unauthorized use of IFTA's registered trademarks or copyrighted works; (4) Participants who violate any Terms of Use found on the IFTA, AFM, MYAFM, LocationExpo or The Film Catalogue websites, as well as these AFM Guidelines and/or the AFM Market Rules; (5) Participants who have outstanding unpaid invoices to IFTA; (6) Participants who have been barred pursuant to the AFM Guidelines; (7) Participants who conduct business on behalf of a Non-Prevailing Party and/or Related Entity that has been barred pursuant to the AFM Guidelines; (8) Participants who engage in behavior which IFTA determines, in its sole discretion, to be harassing, including but not limited to offensive verbal comments related to gender, age, sexual orientation, disability, physical appearance, body size, race, religion, displaying sexual images in public spaces, deliberate intimidation, stalking, following, harassing photography or recording, sustained disruption of talks or other events, inappropriate physical contact, and unwelcome sexual attention; and/or (9) Any other act which IFTA determines, in its sole discretion, may compromise the integrity of the AFM.

In the event that a Person's Badge has been revoked, IFTA shall have the absolute right to prohibit that Person's entry into the AFM. Also, in such event, the Person shall not be entitled to a refund or rebate of any fees previously paid to IFTA relating to the AFM, nor shall IFTA be responsible in any way for any of the costs which the company, or such individuals, may have incurred in connection with, preparation for, or attendance at the AFM.

### **AFM Conferences**

All AFM Conference attendees are considered Participants. AFM Conference ticket sales are final and non-refundable. Conference attendees must be 18 years of age or older.

### **Minors**

All Participants under eighteen years of age must be accompanied at all times by an adult Participant who has his or her own Badge. Participants fourteen years of age and older must purchase a Badge. Participants between two years and fourteen years of age will be provided with a complimentary Badge which allows access to the show floors. A Badge is not required for infants or toddlers in strollers who are accompanied by an adult Participant who has his or her own Badge. Proof of age may be required.

Participants under eighteen years of age are not permitted to attend any AFM Conferences, special events, AFM Lounges or programs. This AFM Market Rule applies even if the accompanying adult Participant has purchased a Badge that includes access to such AFM Conferences, special events, AFM Lounges and programs.

### **AFM and Disputed Rights**

Any dispute between two or more parties concerning which party or parties owns or controls rights to a Motion Picture for purposes of AFM screenings shall be resolved in

IFTA's sole discretion and may include a determination in IFTA's sole discretion not to allow one or more parties to screen such Motion Picture at the AFM unless and until IFTA is satisfied that such dispute has been fully resolved. Any determination by IFTA with regard to such dispute is not a legal determination as to ownership of rights, but relates solely to screening the Motion Picture at AFM. In no event shall IFTA be liable for any amount in excess of the amount paid to screen the Motion Picture at AFM.

Each Participant shall be solely liable for all materials provided with respect to any AFM screening. In no event shall IFTA be liable for any error or omission with respect to erroneous or incomplete materials provided by Participant. In addition, Participant represents and warrants that it has obtained the required permissions and authorizations for all materials provided with regard to such AFM screening.

If there is any type of dispute with respect to a Motion Picture including whether a Motion Picture may be screened, sold or marketed by a Party, IFTA will abide by an order of a court of proper jurisdiction regarding handling such dispute.

### **AFM Definitions**

**"Accredited Buyer"** means a company that has been qualified in writing by AFM.

**"Affiliate"** means a company that is owned or controlled by another entity. For purposes of this definition, "owned by" means ownership of shares of stock or other evidence of ownership in an amount exceeding 50%. "Controlled by" means that one company has the authority to determine the business decisions of another entity.

**"AFM Sanctioned Venue"** means space that is acquired and used for exhibiting at the AFM, pursuant to a fully executed Exhibition Agreement, that is not located in either Hotel.

**"Approved Publication"** means a publication that is expressly identified and authorized for distribution at the AFM pursuant to a fully executed Distribution Agreement or Media Barter Agreement with IFTA.

**"Attendee"** means a Person who participates at the AFM with an Attendee Badge.

**"Badge" or "AFM Badge"** means the physical credential issued by AFM that must be worn and displayed by Participants at all times during the AFM and shown to AFM security whenever requested by AFM security.

**"Buyer"** means a Person employed or retained by an Accredited Buyer who participates at the AFM with a Buyer Badge.

**"Exhibitor"** means a company and its employees that participates at the AFM under an Exhibitor Badge and pursuant to an Exhibition Agreement with IFTA.

**"Hotel"** means the Loews Santa Monica Beach Hotel and the JW Marriot Santa Monica Le Merigot Hotel.

**"Motion Pictures"** means feature length films and television programs.

“**Office**” means a hotel room or meeting room in either Hotel used as Exhibition Space.

“**Person**” means any natural person or legal entity.

“**Press**” means a Person who has been qualified in writing by the AFM Press Office and participates at the AFM with a Press Badge.

“**Sponsor**” means a company that participates at the AFM under a sponsorship Badge and pursuant to a Sponsorship Agreement with IFTA.

“**Subsidiary**” means a brand, label or wholly owned entity which is 100% owned by the Exhibitor.

## **BARRING RULES**

**IFTA reserves its right to bar anyone in violation of the AFM Market Rules from the current or subsequent AFMs.**

### **Barring from Attendance at AFM for Failure to Satisfy an IFTA Arbitration Award**

This Section of the AFM Guidelines outlines IFTA’s rules regarding Independent Film & Television Alliance Arbitration (“**IFTA Arbitration**”) as it relates to participation at the annual AFM. Any reference to IFTA Arbitration or the Independent Film & Television Alliance Rules for International Arbitration (“**IFTA Arbitration Rules**”) in these AFM Guidelines shall include those arbitrations conducted under the IFTA Arbitration Rules or any predecessor Rules, where the matter in controversy concerns an agreement relating to the distribution and/or financing of one or more motion picture or television programs in a territory other than the home territory of the licensor. Neither IFTA nor the AFM is responsible for the outcome or decision of any such arbitration.

IFTA’s Board of Directors has established the AFM as a forum to facilitate the international licensing of motion pictures and television programs and to provide a benefit to IFTA’s Members, as well as non-IFTA Members. To ensure the integrity of the AFM, IFTA has developed the following procedures for barring attendance at the AFM.

Pursuant to the Barring Rules, a Non-Prevailing Party failing to satisfy a confirmed IFTA Arbitration award, or any Related Entity thereto, may be barred from attending up to two AFMs. Any Participant who conducts business on behalf of a barred company or individual may also be barred from attending up to two AFMs.

No Participant may conduct business at AFM in the name of any Barred Company or Person in violation of these AFM Market Rules. Such activity will result in a revocation of Badge privileges for a current AFM, and the Participant conducting such business may also be individually prohibited from attending future AFMs.

Under no circumstances may an Exhibitor provide a Badge to any company or Person who (a) has been barred from attendance at the applicable AFM or (b) is employed by or (c) is a consultant to a company that has been barred from attendance at the applicable AFM.

Any individual who was badged at the last AFM by a currently barred company will be presumed to still be in the employ of such barred company. A list of all Barred Companies and Persons will be available to Exhibitors at least twenty-one calendar days prior to the AFM and will be updated, if necessary, as changes occur.

Any Exhibitor that provides a Badge to a Barred Company or Person, in violation of the AFM Market Rules may have its Badges immediately revoked and the Exhibitor may be prohibited from attending future AFM(s).

Exhibitor acknowledges that if it is barred from the AFM pursuant to the AFM Guidelines and it has not provided the required evidence to remove the barring, Exhibitor may be denied services, including but not limited to, access to Exhibition Space, AFM screenings and Badges and all previously paid exhibition fees will be forfeited. If the barring is removed at any time prior to or during the AFM, Exhibitor shall receive all Exhibitor services which are reasonably practicable for IFTA to provide at that time while incurring no additional cost. All Exhibitor services that have expired on or before the barring is removed shall be deemed forfeited and no refunds for such services will be issued. The complete Barring Rules are posted below.

**1. Prevailing Party’s Demand to Bar a Non-Prevailing Party:**

If any Prevailing Party has obtained a Confirmed Award in an IFTA Arbitration and the Non-Prevailing Party has not fully satisfied such Confirmed Award, then the Prevailing Party may apply to IFTA to bar the Non-Prevailing Party from attending the AFM in accordance with the following:

1.1. The Prevailing Party must submit to IFTA a written demand containing all information required by the applicable provision(s) of these AFM Guidelines (the “**Demand**”) requesting that the Non-Prevailing Party be barred from the AFM in accordance with the AFM Guidelines for failure to satisfy a Confirmed Award; and

1.2. A Demand may be submitted any time after a Confirmed Award has been rendered provided that no further appeal is available to any Non-Prevailing Party or Prevailing Party by a court of competent jurisdiction. IFTA will not bar the Non-Prevailing Party from the AFM unless a Demand that meets all of the requirements of Paragraph 1.3 below is received by IFTA at least seventy-five calendar days prior to the start of such AFM. All Demands timely received will be processed in accordance with the AFM Guidelines in effect for the next AFM once published. Demands received earlier than one hundred twenty calendar days from the start of the next AFM shall be processed in the normal course of business, in IFTA’s sole discretion; and

1.3. A Demand must contain: (i) a statement, to the best of the Prevailing Party's knowledge describing the identity of the Non-Prevailing Party and the Non-Prevailing Party's current address, telephone, facsimile, email address and other contact information (note that such contact information must be for a principal at the Non-Prevailing Party, not the Non-Prevailing Party’s outside counsel); (ii) a copy of the final award rendered against the Non-Prevailing Party in the IFTA Arbitration; (iii) a copy of the judicial order making the IFTA Arbitration award a Confirmed Award; (iv) a copy of the Prevailing Party's Due Notice to the Non-Prevailing Party demanding satisfaction of the Confirmed Award, including proof of transmission and receipt of such Due Notice; (v) a statement of the exact

amount of and/or conditions of the Confirmed Award as of the date of the Demand; (vi) a statement from an authorized executive or officer of the Prevailing Party or its legal counsel that all of the documents and information submitted to IFTA are true and correct to the best of his or her knowledge (vii) a statement from an authorized executive or officer of the Prevailing Party or its legal counsel that, to the best of his or her knowledge, the judgment is final such that no appeal is available to any party in a court of competent jurisdiction; and (viii) the Prevailing Party must provide a courier account number to be charged for all correspondence related to the Demand. If any of the foregoing documents are not in the English language, then a certified translation of such documents will be required to process the Demand.

## **2. Notice of the Demand from IFTA:**

In accordance with Paragraph 1, above, IFTA or persons authorized by IFTA will evaluate the Demand for compliance with the AFM Guidelines. Subject to the deadline set forth in Paragraph 1.2 above, any defect in the Demand will cause it to be returned to the Prevailing Party for resubmission in the proper form. Upon determination that a Demand satisfies the applicable AFM Guidelines within the deadline, IFTA will provide the Non-Prevailing Party and, if applicable, any entity which the Prevailing Party claims is a Related Entity, notice of the Demand. Failure to fully satisfy the Confirmed Award may result in the Non-Prevailing Party and, if applicable any Related Entity, being barred from the AFM.

## **3. Barring From American Film Market:**

If, within ten calendar days of transmission of IFTA's notice of the Demand to the Non-Prevailing Party, IFTA has not received written evidence from the Non-Prevailing Party that it has satisfied the Confirmed Award, then IFTA will send a Notice of Barring to the Non-Prevailing Party stating that the Non-Prevailing Party may not attend the next AFM in any capacity whatsoever. Notwithstanding the Notice of Barring, upon submission at any time to IFTA of irrefutable evidence, in a form satisfactory to IFTA, that such Confirmed Award has been satisfied, IFTA will lift the barring. However, with respect to an Exhibitor, if such evidence is not submitted to IFTA, the Exhibitor may be denied services, including but not limited to, access to Exhibition Space, AFM screenings and Badges and all previously paid exhibition fees will be forfeited. If the barring is removed at any time prior to or during the AFM, Exhibitor shall receive all Exhibitor services which are reasonably practicable for IFTA to provide at that time while incurring no additional cost. All Exhibitor services that have expired on or before the barring is removed shall be deemed forfeited and no refunds for such services will be issued.

## **4. Renewal of Demand:**

A Prevailing Party may file a second Demand to Bar a Non-Prevailing Party and/or Related Entity from attending a second AFM upon the satisfaction of the applicable conditions set forth in the Barring Rules. However, in no case may a Non-Prevailing Party or Related Entity be barred from attending more than two AFMs for failure to satisfy the same Confirmed Award, nor may a Related Entity be barred if the Non-Prevailing Party is no longer barred.

## **5. Withdrawal of Demand:**

A Prevailing Party may, at any time, withdraw its Demand in writing, even after Notice of Barring has been sent to a Non-Prevailing Party and/or Related Entity, and IFTA will lift the barring accordingly by sending the Non-Prevailing Party and/or Related Entity a notice

that the Demand was withdrawn and the Demand will be treated as null and void. Notwithstanding such withdrawal, if the Non-Prevailing Party and/or Related Entity is an Exhibitor, the provisions of Paragraph 3 above will apply.

**6. Indemnification of IFTA:**

As a condition of IFTA sending a notice of a Demand to Bar a Non-Prevailing Party and/or Related Entity, the Prevailing Party agrees to indemnify and hold harmless IFTA and its officers, executives, representatives, employees, volunteers or any other party directly involved in IFTA's implementation of the procedures set forth in the Barring Rules from any claims, costs, liabilities, damages, judgments or expenses (including attorneys' fees) which arise in connection with such notice and barring of the Non-Prevailing Party and/or Related Entity, including the publication of barring information. The Prevailing Party's Demand shall constitute the Prevailing Party's agreement to indemnify and hold harmless IFTA.

**7. Publication:**

IFTA may in its sole discretion publicize information regarding a barring and/or any decision by IFTA in connection with a Demand or IFTA Arbitration generally.

**8. Barring Definitions:** In addition to the AFM Definitions, these are defined terms:

“**Confirmed Award**” means an IFTA Arbitration award issued by an IFTA Arbitrator that has been reduced to a final judgment, such that no further appeal is available to any Non-Prevailing Party or Prevailing Party by a court of competent jurisdiction, or otherwise finally adjudicated as a civil judgment in any country that recognizes foreign judgments or arbitral awards.

“**Due Notice**” means a written statement demanding that the Non-Prevailing Party satisfy the Confirmed Award which is sent by certified or registered mail, courier, facsimile or email to the address, facsimile number or email address shown for the Non-Prevailing Party in the parties' agreement or to any address which the Prevailing Party has been informed by the Non-Prevailing Party or Related Entity or which is known to be the last known place of business, habitual residence, mailing address, facsimile number or email address of the Non-Prevailing Party or Related Entity. Proof of transmission of the Due Notice to the Non-Prevailing Party or Related Entity and receipt of such transmission shall accompany the Due Notice. The Due Notice must be sent within ninety calendar days from the date of the Prevailing Party's written application to IFTA seeking to bar the Non-Prevailing Party or Related Entity and shall state that the Prevailing Party will seek to bar the Non-Prevailing Party and/or Related Entity from the AFM pursuant to these Guidelines. If the sender has reasonable grounds to believe that such Due Notice will not reach the intended recipient Non-Prevailing Party or Related Entity, then Due Notice also shall require publication of the Notice for three consecutive days in a newspaper of general circulation in the community where the intended recipient lives or maintains its offices, and in an international trade paper of general circulation in the country where the intended recipient is domiciled. The written statement must be in the native language of the intended recipient or the language in which negotiations regarding the subject matter of the IFTA Arbitration were conducted.

**“IFTA Arbitration”** means an arbitration conducted pursuant to the IFTA Rules for International Arbitration, the AFMA Rules for International Arbitration and/or the American Film Marketing Association Rules for International Arbitration and administered by the IFTA Arbitration Tribunal or its predecessors, AFMA Arbitration Tribunal and American Film Marketing Association Arbitration Tribunal, where the matter in controversy relates to an agreement relating to the distribution and/or financing of one or more motion picture or television program in a territory other than the home territory of the licensor, provided that each party or its Affiliate was a party to the agreement in dispute or agreed in writing to be bound by the arbitration provisions in the agreement in dispute as they relate to these AFM Guidelines; or if it was not a party to the agreement in dispute or so agreed to be bound, then it was assigned such agreement or the right to bring or defend the arbitration, or found to be legally bound by such agreement by a court of competent jurisdiction, and also in such event: (i) was at the time such agreement was entered into a real party in interest or a beneficiary thereto; or (ii) the owner, distributor, sales agent, licensor or licensee of, or held other rights in, or was an Affiliate of a party holding such other rights in, the motion picture, television program, or other property which is the subject of such agreement; or (iii) was the producer, financier, or distributor or an Affiliate of the producer, financier, or distributor of the motion picture, television program or other property which is the subject of such agreement.

**“IFTA Arbitrator”** means a Person who has served as an arbitrator in an IFTA Arbitration.

**“Non-Prevailing Party”** means any Person who was a party to an IFTA Arbitration against whom an IFTA Arbitrator rendered an IFTA Arbitration award pursuant to an agreement relating to the distribution and/or financing of one or more motion picture or television program in a territory other than the home territory of the licensor or any Person against whom a court has rendered a Confirmed Award based upon an underlying IFTA Arbitration award.

**“Notice of Barring”** means a written statement from IFTA notifying a Person that it is barred from attending the next AFM. The Notice of Barring shall be sent by certified or registered mail, courier, facsimile or email to the address, facsimile number or email address shown for the Person in the parties’ agreement or to any address, facsimile number or email address which the Prevailing Party has been informed by the Person to be the last known place of business, habitual residence, mailing address, facsimile number or email address of the Person.

**“Prevailing Party”** means any Person who was a party to an IFTA Arbitration and in whose favor an IFTA Arbitrator rendered an IFTA Arbitration award pursuant to an agreement relating to the distribution and/or financing of one or more motion picture or television program in a territory other than the home territory of the licensor or any Person who was the assignee or successor to the rights and obligations of such Person with respect to the Confirmed Award.

**“Related Entity”** means any legal entity which is determined to be substantially related to a Non-Prevailing Party that has been barred pursuant to these AFM Guidelines and which seeks to continue the business of the barred Non-Prevailing Party.

For questions regarding barring, please contact Susan Cleary, IFTA's General Counsel at [scleary@ifta-online.org](mailto:scleary@ifta-online.org) or Eric Cady, IFTA's Senior Counsel at [ecady@ifta-online.org](mailto:ecady@ifta-online.org).