

East of Taiwan 23.5°N: International Tourism Film Five-Day Challenge

Economic Rights and Work Licensing Agreement

Undersigned: _____ (hereinafter referred to as the “Participant”)

In connection with my participation in the East of Taiwan 23.5°N: International Five-Day Tourism Film Challenge (hereinafter referred to as the “Competition”), organized by the East Longitudinal Valley National Scenic Area Headquarters, Tourism Administration, Ministry of Transportation and Communications (hereinafter referred to as the “Organizer”), and for the purposes of warranting the originality of my Entry and defining the scope of the license granted herein, I hereby agree and undertake to comply with the following terms and conditions:

I. Warranty of Originality of the Entry

1. I represent and warrant that the film submitted to the Competition (hereinafter referred to as the “Entry”) is my original work and does not plagiarize, imitate, adapt, or reproduce any material created by a third party and protected under copyright law.
2. The Entry shall not contain any popular music, film score, footage, photographs, works of visual art, or other material protected under copyright law without proper authorization. If any such material is used in the Entry, I shall obtain all necessary authorization from the relevant rights holder and, upon submission of the Entry, provide the Organizer with documentary proof of such authorization to ensure the lawful use of the material in the Entry and its subsequent lawful public exploitation.

II. Grant of License

1. Effective as of the date on which I sign this Agreement, I hereby grant the Organizer and any third parties designated or authorized by the Organizer, including but not limited to event contractors and promotional partners, a perpetual, non-exclusive license to exploit the Entry within the following scope:
 - (1) Non-commercial exploitation: The Organizer and any third parties designated or authorized by the Organizer may exploit all or any part of the Entry for non-commercial purposes. Such exploitation includes, without limitation, public presentation, public broadcast, public transmission, reproduction, editing, adaptation, distribution, exhibition, and any other exploitation of economic rights under copyright. Specific forms of exploitation include, without limitation, film festivals organized by the Organizer, competitions that do not offer prize money, tourism or educational promotion, media publicity, and archival purposes.

- (2) Commercial exploitation: If the Organizer or any third party designated or authorized by the Organizer intends to submit the Entry to another competition offering prize money, use the Entry in a commercial film festival, or otherwise exploit the Entry for commercial purposes, my prior written consent shall be obtained. The terms of such license, including the license fee, license period, territory, and other applicable conditions, shall be separately agreed upon by the Participant and the Organizer.
2. Within the scope of the license set forth in the preceding paragraph, and to the extent necessary to fulfill the purposes of the license, I agree that the Organizer and any third parties designated or authorized by the Organizer may make such edits, modifications, cuts, additions of music, or other adaptations to the Entry as necessary. They may also omit my name from the Entry or alter the manner in which my name is indicated as necessary. I further undertake that, within the scope of the foregoing license, I will not exercise my moral rights against the Organizer or any third party authorized by the Organizer, including, without limitation, the right to indicate the author's name under Article 16 of the Copyright Act and the right under Article 17 of the Copyright Act to prohibit alterations that damage the author's reputation.

III. Warranty of Authorization for Third-Party Materials

1. If the Entry incorporates any previously published text, interviews, recorded footage, or materials created by a third party, including props, music, photographs, or other works, I shall obtain a signed authorization from the relevant third party licensing the necessary economic rights and warrant that the scope of such license covers all exploitation permitted to the Organizer under this Agreement.
2. I warrant that the foregoing third-party authorization permits the Organizer to archive, reproduce, edit, adapt, distribute, publicly broadcast, publicly transmit, publicly present, promote, make available online, and otherwise exploit all applicable economic rights in such materials. I further warrant that the relevant third party has agreed not to exercise their moral rights against the Organizer and has consented to the Organizer's right to modify the Entry.

IV. Joint Works

1. If the Entry is a work jointly created by two or more persons, including a joint work or a work in which the economic rights are jointly owned, this Agreement shall be signed by all joint authors and all joint owners of the economic rights, as applicable.

V. Warranties of Rights and Dispute Handling

1. I represent and warrant that, throughout the Competition and the applicable license period, the economic rights and all other intellectual property rights in the Entry are lawfully owned by me or by all joint authors, as applicable, and that such rights have not been assigned or exclusively licensed to any third party. I further warrant that there is no duplicate licensing or any other circumstance that could cause the Organizer to suffer loss or damage.
2. If any intellectual property dispute arises in connection with the Entry, including but not limited to any dispute involving copyright, trademark rights, or patent rights, I shall bear sole responsibility for all resulting legal liability and damages, and the Organizer shall bear no liability whatsoever. The Organizer may also take action pursuant to Article VI of this Agreement without first being required to investigate or verify the substance of the dispute.

VI. Breach

1. If any of the following circumstances occur, the Organizer may disqualify me from the Competition. If I have already received an award, the Organizer may require the return of any certificate, trophy, prize money, or other prize already awarded and may publicly announce such action:
 - (1) I breach the warranty of originality set forth in Article I of this Agreement;
 - (2) I breach the warranty concerning authorization for third-party materials set forth in Article III of this Agreement;
 - (3) I breach the warranties of rights set forth in Article V of this Agreement; or
 - (4) A report or complaint alleges that the Entry was created by another person on my behalf, plagiarized, imitated, or otherwise produced in violation of the Competition Rules, and the Organizer verifies the allegation to be true.
2. If any circumstance described in the preceding paragraph causes the Organizer or any third party to suffer any loss or damage, including but not limited to litigation costs, attorneys' fees, or damages, I shall bear full legal liability and responsibility for compensation. I shall raise no objection thereto and shall make no claim or demand against the Organizer in connection therewith.

VII. Miscellaneous

1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of China (Taiwan).
2. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

3. This Agreement constitutes my unilateral declaration of intent and shall take effect upon my signature. No signature or other expression of consent by the Organizer shall be required for this Agreement to take effect.
4. In the event of any dispute arising out of or in connection with this Agreement, the Participant and the Organizer agree to seek to resolve the dispute in good faith. If legal proceedings become necessary, the Participant and the Organizer agree that the Taiwan Hualien District Court shall be the court of first instance having jurisdiction.

Submitted to:

East Longitudinal Valley National Scenic Area Headquarters

Tourism Administration, Ministry of Transportation and Communications

Participant (Signature/Seal): _____

National ID No./ARC No./Passport No.: _____

Registered Address: _____

Telephone: _____

Date Signed: ____ / ____ / ____ (YYYY/MM/DD)

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- Storyboard Summary (A detailed storyboard may be attached separately.)

No	Scene / Place	Visual Description	Notes (music/interview/drone, etc.)
00 (Example)	Opening: Liyu Lake, Hualien	The shot begins with a walk along the lakeshore, gradually widening to reveal the surrounding landscape before moving to views of the mountains and Liyu Lake.	
01			
