Undertaking by Applicant Filmmakers for MAMI SELECT: Filmed on iPhone 2026

MAMI Mumbai Film Festival, organised by Mumbai Academy of Moving Image ("***MAMI***"), has brought the best of contemporary world cinema and talent to the city of Mumbai since 1997. MAMI returns this year with an exciting third edition of *MAMI Select: Filmed on iPhone* (*"**MAMI Select 2026**"*). MAMI Select aims to foster and democratise filmmaking and give an opportunity to emerging voices from diverse regions of India.

Any filmmaker interested to participate in the MAMI Select 2026 programme, must submit an application form on the MAMI website. The application form shall require the filmmaker making the application ("**Applicant Filmmaker**") to submit a synopsis, the Applicant Filmmaker's vision statement, logline, language, genre, running time, among other details (Applicant Filmmaker's bio and contact details) which shall together constitute a **Short Film Proposal**.

1. The Applicant Filmmaker represents and affirms that (i) the Applicant Filmmaker is at least 21 (twenty-one) years of age as of the date of submitting the application form, (ii) all information provided in the application is true, complete and accurate, and (iii) The Applicant Filmmaker is fully able and competent to enter into the rules, regulations, terms, conditions, obligations, affirmations, representations, and warranties set out herein, and to abide by and comply with the same.
2. The Applicant Filmmaker represents and warrants that the Applicant Filmmaker has complete authority and right to submit the Short Film Proposal for MAMI Select 2026 as per the undertakings/terms/rules and regulations, is not under any disability preventing the Applicant Filmmaker from participating in MAMI Select 2026 or submitting the Short Film Proposal, and is not bound by any other agreement (whether executed prior to or during the participation in MAMI Select 2026) which adversely affects the Applicant Filmmaker's participation in MAMI Select 2026 or is contrary to the rules and regulations herein. The Applicant Filmmaker has not granted any right, title or interest in the Short Film Proposal or any part thereof, to any third party and the Short Film Proposal is free of any charges, liens, or other encumbrances.
3. The Applicant Filmmaker represents and undertakes that the Short Film Proposal has been submitted for MAMI Select 2026 on a voluntary and confidential basis.
4. The Applicant Filmmaker represents and undertakes that the Short Film Proposal does not contain any confidential information and/or personal data relating to any third party, and is not in violation of any applicable laws. The Applicant Filmmaker shall ensure full compliance with applicable laws and regulations throughout the process of MAMI Select 2026.
5. The Applicant Filmmaker further represents and undertakes that the Short Film Proposal or any part thereof does not violate the statutory rights of, or the right of privacy, or constitute a libel or slander against any person, firm, corporation, association or entity whatsoever, or violate any other rights not herein specifically enumerated. The Applicant Filmmaker further represents and confirms that the Short Film Proposal or any part thereof is not defamatory and

does not constitute contempt of court or breach of contract, or breach of any provision of statute, nor does it hurt the sentiments of religious groups.

6. The Applicant Filmmaker agrees and confirms that the Applicant Filmmaker does not have any ongoing dispute pertaining to the Short Film Proposal before any other statutory, administrative, judicial or quasi-judicial authority, including any action, claim or proceedings pertaining to the Short Film Proposal before any court of law. The Applicant Filmmaker agrees and accepts that the Applicant Filmmaker shall not be eligible to participate in MAMI Select 2026 with the Short Film Proposal in such case.
7. The Applicant Filmmaker represents and undertakes that works forming part of the Short Film Proposal submitted to MAMI, are entirely original (not being adaptations of any pre-existing content in any form) and do not violate any statutory rights, common law rights, third party rights, title or interest, including but not limited to intellectual property rights including copyright, proprietary rights, or any other rights of any person or entity.
8. The Applicant Filmmaker confirms that they are duly registered members of the Screenwriters Association (SWA), India, and that the work submitted as a part of the Short Film Proposal, is registered with the SWA, or will be registered prior to commencement of production. The Applicant Filmmaker shall provide proof of such registration upon request by MAMI.
9. The Applicant Filmmaker confirms that the Short Film Proposal and all associated materials submitted to MAMI do not contain any synthetically generated, manipulated or artificially created information, including any content that is AI generated or digitally altered, which may be misleading, inaccurate, or deceptive. In the event any part of the submission incorporates synthetically generated or AI assisted elements, the Applicant Filmmaker shall clearly and expressly disclose the same in writing to MAMI at the time of submission. The Applicant Filmmaker further represents that all such synthetically generated content (if any) complies with applicable laws and regulations, including any guidelines or rules issued under the Information Technology Act and Rules thereunder (as amended and notified from time to time) and the Digital Personal Data Protection Act and Rules thereunder (as amended and notified from time to time), and does not infringe any rights or pose any risk relating to misinformation, impersonation, privacy or intellectual property. The Applicant Filmmaker shall fully indemnify and hold harmless MAMI for any liability, claim or loss arising from breach of this clause.
10. The Applicant Filmmaker agrees to indemnify and hold harmless MAMI and its associates, representatives, Mentors, trustees, assigns, officers and employees, from and against any and all direct and indirect claims, costs, charges, damages and reasonable legal fees arising out of, resulting from, based upon or incurred because of breach or alleged breach by the Applicant Filmmaker of any of the representations or warranties made by the Applicant Filmmaker herein or any third-party claims for infringement of intellectual property rights in connection with the Short Film Proposal.
11. The Applicant Filmmaker represents and undertakes that the Applicant Filmmaker has not submitted the Short Film Proposal to any other screenwriting and/or filmmaking

competition/lab which forbids the submission of the Short Film Proposal to MAMI Select 2026 or any other screenwriting/filmmaking competition/lab. Further, Applicant Filmmaker expressly declares that the Short Film Proposals to MAMI Select 2026 are not presently under consideration by any third party for production and/or development.

12. Nothing contained herein or otherwise, imposes an obligation on MAMI, to accept or utilize the Short Film Proposal or part thereof and MAMI reserves the right to accept or reject the Short Film Proposal or part thereof at its sole discretion.
13. Submitting the Short Film Proposal and/or participation in MAMI Select 2026 does not entitle the Applicant Filmmaker to receive any compensation, whether monetary or otherwise, from MAMI.
14. The Applicant Filmmaker agrees and confirms that MAMI and/or the organisers of MAMI Select 2026 receive numerous entries from different applicants during MAMI Select 2026 and other events that MAMI may organize. Further, the organisers of MAMI Select 2026 being creators themselves, professionally create several literary and dramatic works. These materials are independently made without referring to the Short Film Proposal ("***independent materials***"). These independent materials may have incidental/generic or idea-level similarities with the Short Film Proposal. Such similarities shall not obligate MAMI and/or the organisers of MAMI Select 2026 to the Applicant Filmmaker in any manner whatsoever, provided, MAMI and/or the organisers of MAMI Select 2026 have independently developed or legally obtained/accessed the same either from any third party heretofore or hereafter autonomously or exclusively from sources other than the Applicant Filmmaker. Further, if the Short Film Proposal or part thereof is in the public domain and/or does not constitute protectable property and/or is not original, the Applicant Filmmaker shall not have any claim whatsoever if MAMI and/or the organisers of MAMI Select 2026 are associated with a similar subject material at any time.
15. By participating in MAMI Select 2026, the Applicant Filmmaker hereby fully releases MAMI of any liability or claim in relation to the use of their work or any such partly similar idea or material or portion of the work, by the MAMI team, or any third party, in any of their future projects.
16. The Applicant Filmmaker agrees and undertakes to follow and comply with all undertakings/terms/rules and regulations of the respective event and to also strictly adhere to any and all instructions of the MAMI officials/organisers, at all times.
17. By participating in MAMI Select 2026, the Applicant Filmmaker agrees to release and hold harmless MAMI, as well as its employees, consultants, representatives, committee members, organisers of MAMI Select 2026, Mentors and panel of evaluators of the Short Film Proposal (collectively, the "**Released Parties**") from and against any and all losses, damages, rights, claims and actions arising out of participation in MAMI Select 2026.
18. By participating, in MAMI Select 2026, the Applicant Filmmaker further agrees to irrevocably grant to MAMI, its employees, consultants, representatives, committee members, organisers of MAMI Select 2026 as well as Mentors and panel of evaluators of the Short Film Proposal,

the right to use the Applicant Filmmaker's name, likeness, image, photograph, voice, performance, signature, and/or biographical data, in any media, manner, technology or content delivery mechanism now known or hereinafter devised, for any purpose, including, without limitation, in connection with MAMI Select 2026, its administration, judging and evaluating the Short Film Proposal, advertising and/or publicity of MAMI Select 2026, without the necessity of further consent or additional consideration.

19. By participating in MAMI Select 2026, each Applicant Filmmaker agrees to follow the undertakings/terms/rules and regulations and is deemed bound by any decisions made by MAMI in its sole discretion, including any interpretations of the undertakings/terms/rules and regulations.
20. The Applicant Filmmaker agrees and expressly consents that the information provided by the Applicant Filmmaker including any personal identifiable information shall be stored in digitised format, and processed, transferred or disseminated and may be used by MAMI for internal purposes and to send in the future to the Applicant Filmmaker any promotional information pertaining to the future activities undertaken by MAMI. In the event the Applicant Filmmaker wishes not to receive such future communications, the Applicant Filmmaker can opt-out of the same by writing to MAMI on the same email ID from which he/she receives such promotional information.
21. MAMI shall keep all the personal data collected from the Applicant Filmmaker confidential. MAMI shall ensure that the Applicant Filmmaker is contacted by MAMI directly and MAMI shall not share the Applicant Filmmaker's personal data so collected, with any party, save and except for the purpose of MAMI Select 2026 and/or dissemination of promotional materials. The Applicant Filmmaker hereby expressly consents to the collection, storage, use, disclosure, transfer, of the Applicant Filmmaker's personal data which may be collected by MAMI for the purposes of MAMI Select 2026. The Applicant Filmmaker hereby agrees and acknowledges that the collection, storage, use, disclosure, transfer, of Applicant Filmmaker's personal data by MAMI is for a lawful purpose and is necessary for facilitating the Applicant Filmmaker's participation in MAMI Select 2026 and/or for communication of future events undertaken by MAMI.
22. The Applicant Filmmaker understands that MAMI organises MAMI Select 2026 in a manner as to benefit the Applicant Filmmakers, in best possible way, from the opportunity of receiving Mentorship for the betterment of their craft and MAMI shall, on best-effort-basis, endeavour to ensure that all Short Film Proposal(s), whenever shared with a Mentor and/or evaluator and/or reader, shall be under an obligation of confidentiality. Further, MAMI staff and/or organisers of MAMI Select 2026 shall ensure to maintain confidentiality of all Short Film Proposal(s).
23. MAMI and/or its committee members, employees, consultants, representatives and the organisers of MAMI Select 2026 shall not be responsible for any loss of the Short Film Proposal due to any technical problems for such Short Film Proposals received after the deadline for any reason whatsoever including but not limited to as a consequence of computer

service delays, interruptions, electronic failures or overloads, or for lost, misdirected or misplaced Short Film Proposal. MAMI reserves the right to its sole discretion to change the platform and /or the mechanism or deadline of MAMI Select 2026 and/or to cease acceptance of Short Film Proposal, in any manner it may deem fit and necessary. The Short Film Proposal shall be deemed void if unreadable, inaccurate, incomplete, damaged, tampered with, falsified, mechanically reproduced, not in prescribed format, irregular in any way or otherwise not in compliance with the undertakings/terms/rules and regulations. MAMI and/or its committee members, employees, representatives and the organisers of MAMI Select 2026 shall not be responsible for any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive the Short Film Proposal owing to transmission failures or due to any technical reasons.

24. Under no circumstance(s), shall MAMI and/or its employees, consultants, organisers of MAMI Select 2026 as well as Mentors and panel of evaluators of the Short Film Proposal be liable to the Applicant Filmmaker and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, exemplary, remote or punitive damages whatsoever. The Applicant Filmmaker specifically waives any right to seek injunctive relief against MAMI as well as its office bearers, employees, consultants, representatives, committee members, organisers of MAMI Select 2026, Mentors and panel of evaluators of the Short Film Proposal to the maximum extent permitted by law.MAMI reserves its right to amend (add, delete or modify) the undertakings/terms/rules and regulations governing MAMI Select 2026, prospectively or retrospectively, at its sole discretion and without any prior notice.
25. MAMI reserves the sole right to refuse evaluation and/or selection of the Short Film Proposal in the event of a Applicant Filmmaker's fraud, dishonesty or non-entitlement to participate as may be determined by MAMI in its sole discretion in MAMI Select 2026 under the undertakings/terms/rules and regulations.
26. MAMI further reserves the right to disqualify any Applicant Filmmaker if it has reasonable grounds to believe that the Applicant Filmmaker has breached any of the undertakings/terms/rules and regulations, as may be determined by MAMI in its sole discretion, without requiring to provide any such reasons to the Applicant Filmmaker.
27. MAMI reserves the right to withdraw or discontinue and/or terminate MAMI Select 2026 at any stage without prior notice and without any liability whatsoever to the Applicant Filmmaker.
28. Your participation in MAMI Select 2026 by way of submitting the Short Film Proposal will be deemed as an acceptance of the undertakings/terms/rules and regulations herein.
29. The Applicant Filmmaker shall not behave in such a manner as to prejudice the reputation of MAMI or restrict/prevent the successful completion of MAMI Select 2026.
30. Nothing contained herein shall be deemed to create a partnership, joint venture, agency, or an employer-employee relationship between the Applicant Filmmaker and MAMI.
31. Any dispute or claim arising out of or in connection with MAMI Select 2026, as well as the undertakings/terms/rules and regulations or their subject matter, validity, termination or

enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with Indian law and the competent courts in Mumbai, Maharashtra shall have the exclusive jurisdiction.

I, the Applicant Filmmaker, agree to have read, understood and accepted the rules and regulations for participation in MAMI Select 2026.

Signature: …….

Name: …….

Date: …….

Place: …….