

TERMS & CONDITIONS FOR ACCREDITED ORGANIZERS

source: <https://silverzeno.com/accreditation-tc/>

1. Identities and Terminologies:

- a. COMPANY: The legal entity under the trade name Silverzeno Entertainment Production. The COMPANY either owns and/or distributes the film and caters to its own clients and external organizers;
- b. FILM: Any and all movies owned or distributed by the COMPANY;
- c. EVENT: The FILM showing activities organized by the ORGANIZER for their own or their representatives' event usage;
- d. ORGANIZER: Any organization or individuals accredited by the COMPANY to promote, market, rent the FILM for the purpose of organizing a film showing activity of the FILM;
- e. DISTRIBUTION RIGHTS: The exclusive rights granted by the COMPANY to an ORGANIZER to promote, market, the FILM, and organize EVENT;
- f. AREA: A city or municipality or any geographical location approved by the COMPANY where the ORGANIZER is allowed by the COMPANY promote, market, organize an EVENT in relation to the FILM.

2. Intellectual Properties:

- a. The COMPANY retains all rights to the FILM and all related intellectual properties, including but not limited to trademarks, logos, images, sounds, music, scripts, dialogues, characters, etc;
- b. The ORGANIZER may not distribute, reproduce, modify, alter, or create derivative works from the FILM without the written permission of the COMPANY;
- c. The ORGANIZER may only use the FILM for their EVENT and in accordance with these terms and conditions.

3. Accreditation

- a. ORGANIZER is required to submit all required information and documents, as well as additional documents that may be deemed necessary by the COMPANY prior to their accreditation.
- b. ORGANIZER will receive approval and confirmation of their accreditation via email to their registered email address.
- c. An ORGANIZER may only organize an EVENT in their AREA after the COMPANY has confirmed their accreditation.

4. Distribution Rights

- a. The COMPANY may grant DISTRIBUTION RIGHTS to the ORGANIZER at its sole discretion.
- b. The COMPANY reserves the right to revoke and re-assign DISTRIBUTION RIGHTS to another ORGANIZER at any point in time, should it find reasonable grounds to do so at its sole discretion.
- c. DISTRIBUTION RIGHTS is awarded by the COMPANY to an ORGANIZER with exclusivity in an AREA;
- d. ORGANIZER understands and agrees that by having exclusivity DISTRIBUTION RIGHTS to an AREA means that the opportunity for the COMPANY to earn from the film in the AREA relies solely on the ORGANIZER for an entire school year, and that the ORGANIZER should maximize the opportunity granted by the COMPANY to maximize the income potential of the FILM in the AREA for the benefit of all parties involved.
- e. The COMPANY reserves the right to revoke distribution rights to any ORGANIZER at any given time should the ORGANIZER fail to meet reasonable expectations of the COMPANY;
- f. Distribution rights issued by the COMPANY must be applied for by the ORGANIZER on a yearly basis, and must be done at least one (1) month prior to the start of each school year.

5. End of Activity and Evaluation Reports

- a. Activity and evaluation reports are essential documents required by the **Department of Education** (DepEd) to assess the activity and determine if the objectives are being met. In compliance with this requirement, the ORGANIZER is encouraged to complete the 'End of Activity and Evaluation Reports' after each EVENT and submit them to the COMPANY via email.

- b. The template for the End of Activity and Evaluation Reports is attached herein as “Annex A” of this document.

6. Data Collection:

- a. The COMPANY collects and retains the ORGANIZER’s personal information, documents, and other pertinent details for the purpose of conducting business with the ORGANIZER.
- b. The COMPANY will not disclose any information gathered from the ORGANIZER to any third party, except under the following circumstances:
 - i. With consent from the ORGANIZER;
 - ii. When required to do so by a court of law.
- c. The ORGANIZER agrees that in the event of any legal action involving the FILM, the ORGANIZER, their EVENT, or any provision under this Terms and Conditions, the COMPANY, at its sole discretion, may process, use, or divulge any or all information submitted by the ORGANIZER to a third party.

7. Fees, Commissions, Rates and Payments:

- a. All Fees, Commissions and Rates related to the FILM are set by the COMPANY. Arrangements between the COMPANY and each ORGANIZER are unique, and may vary based on various factors, including but not limited to the geographical location, number of guaranteed events, audience volume, etc;
- b. The financial arrangements are considered confidential by the COMPANY and must not be divulged by the ORGANIZER to any party unless required to do so by a court of law or with consent from the COMPANY;
- c. The ORGANIZER agrees to coordinate event details with the COMPANY for assessment, quotation, and finalization of any fees, commissions, and rates;
- d. The ORGANIZER understands and agrees to settle any fee and/or any other remittances due to the COMPANY prior to their EVENT.
- e. All payments to the COMPANY must be made thru any of the payment methods that are listed under “Annex B” of this document.
- f. The COMPANY, in the event of non or incomplete payment by the ORGANIZER, reserves the right to postpone or cancel any EVENT with no obligation for a refund to the ORGANIZER.

8. Liabilities:

- a. The ORGANIZER takes full responsibility for ensuring the success and safety of their, or their sub-contractors’, EVENT and for any losses, damages and/or injuries that may occur during the EVENT related to the FILM. The ORGANIZER shall indemnify and hold harmless the COMPANY from any liability arising from this occurrence.

9. Relationships:

- a. The ORGANIZER is an independent contractor who is recognized by the COMPANY as a client capable of organizing film showing events, and is not an employee, partner, agent, or representative of the COMPANY;
- b. The ORGANIZER is solely responsible for complying with all applicable laws and regulations in relation to their event, including but not limited to obtaining any necessary permits, licenses, consents, approvals, etc.;
- c. The ORGANIZER is solely responsible for paying any taxes, fees, charges, or levies imposed by any authority in relation to their event.

10. Representation:

- a. The ORGANIZER acknowledges and agrees that they are an independent entity and may not present themselves as a representative or agent of COMPANY. The ORGANIZER shall not make any representations, warranties, guarantees, indemnities, similar claims or commitments actually, apparently or ostensibly on behalf of COMPANY to any third party.

11. Accreditation Approval and Revocation:

- a. This accreditation is subject to approval by the COMPANY and may be revoked at any time for any reason at its sole discretion;
- b. The COMPANY will notify the ORGANIZER of its decision to approve or revoke accreditation in writing;

- c. The ORGANIZER must comply with all requirements and conditions set by the COMPANY for obtaining and maintaining accreditation;
- d. In case of any dispute arising from or related to the revocation of accreditation, the ORGANIZER may submit an appeal in written form.

12. Confidentiality:

- a. The entire agreement between the COMPANY and ORGANIZER, including: these terms and conditions, and all information related to the FILM and the agreement that is oral, written, electronic, or otherwise, is confidential and may not be disclosed by the ORGANIZER to any third party without prior written consent from the COMPANY;
- b. The confidentiality obligation survives the termination of this agreement.

13. EFFECTIVITY AND SURVIVAL:

- a. The Terms and Conditions for Accredited Organizers shall be effective upon conformity by the ORGANIZER, and will remain effective unless otherwise terminated in accordance with these terms.
- b. The Terms and Conditions for Accredited Organizers is effective upon the conformity of the applicant through silverzeno.com website and will remain effective until completion or termination of the accreditation, unless otherwise extended or renewed by mutual consent of both parties.
- c. The applicant's conformity constitutes their electronic signature, and acceptance of the agreement.
- d. Unless otherwise specified by either party, this agreement will automatically renew for successive one-year terms.
- e. Any provision of this Terms and Conditions for Accredited Organizers that by their nature should survive, will survive the termination of the agreement and remain in full force and effect.
- f. The survival period of these provisions will be determined by the applicable laws and regulations.
- g. Enforceable provisions of these Terms and Conditions for Accredited Organizers shall remain in effect even after termination of the agreement.

14. Acknowledgment and Acceptance:

- a. By proceeding with the accreditation application, the applicant acknowledges that they have read, understood, and agreed to abide by these terms and conditions and those specified in the written agreement.
- b. The applicant's conformity constitutes their electronic signature and acceptance of the agreement.

(Annex A)

END OF ACTIVITY AND EVALUATION REPORTS

(As requirement by the Department of Education, the succeeding documents are to be accomplished by the ORGANIZER and submitted via email to desk@silverzeno.com after each film showing event.)

END OF ACTIVITY AND EVALUATION REPORTS

1. Activity Title:			
2. Name of Organizer:			
3. Date/Duration of Activity:			Hours
4. Target Group of Participants:			
5. No. of Participants:	Male:	Female:	Total:

(In a separate sheet, one report per activity)

6. Objective/s of the Activity:

7. Highlights of the Activity (narrative):

8. Overall evaluation of the participants (in a table with narrative explanation and sample of evaluation sheet should be attached, including **evaluation of RP/s, activity, venue, among others**):

9. Issues and concerns raised:

10. Recommendations

Prepared by:

(Signature over printed name of coordinator)

Noted by:

(President/ owner/ or any high-ranking official of the organization)

		Activity Date:	
Activity Title:			
Venue:			
Organizer/Coordinator/School:			

EVALUATION

Please rate the following:		Rate (1 to 5)	Remarks (optional)
1. Movie	1.1 Story		
	1.2 Educational Value		
	1.3 Entertainment		
	1.4 Audio		
	1.5 Video Quality		
2. Venue			
3. Hospitality			
TOTAL AVE.			

Overall Evaluation of Participants:

Accomplished by:

(Signature over printed name of coordinator/organizer)

(Annex B)

PAYMENT METHODS

Payments made to Silverzeno Entertainment Production must be made to any of the following accounts:

1. Bank Deposit or Wire Transfer:

Bank: **BC CHINABANK**
Account No.: **1312 0000 5640**
Account Type: **Current**
Account Name: **SILVERZENO ENTERTAINMENT PRODUCTION**
Branch: **San Mateo, Rizal**
SWIFT Code: **CHBKPHMMXXX**

Bank: **BDO**
Account No.: **0103 3042 2901**
Account Type: **Savings**
Account Name: **FRANCO FRANCISCO G. ARCE**
Branch: **San Mateo, Rizal**
SWIFT Code: **BNORPHMMXXX**

Bank: **BC CHINABANK**
Account No.: **1312 0202 9806**
Account Type: **Savings**
Account Name: **FRANCO FRANCISCO G. ARCE**
Branch: **San Mateo, Rizal**
SWIFT Code: **CHBKPHMMXXX**

*** IMPORTANT NOTE:**

Please coordinate with the production once payment is made. Kindly email photo of deposit slip or screenshot of transfer receipt with reference number, together with the activity details (film, event, dates, etc.) to admin@silverzeno.com. For immediate attention, kindly contact Silverzeno via **Whatsapp** using the QR code displayed herein, or send an SMS to **0939-1439711**.

