

TICKET2BALCONY

SUBMISSION TERMS

These Submission Terms (“Terms”) apply the moment anyone submits a film, series, documentary or other audio-visual work (each, a “Film”) to Ticket2Balcony (“Ticket2Balcony”, “T2B”, “we”, “us” or “our”) for review, including by pasting a screener link into the form on www.ticket2balcony.com (the “Platform”) or emailing one to premiere@ticket2balcony.com.

These Terms cover only the submission and our review of your Film. They do not cover what happens if we select your Film for release & that is governed by a separate Ticket2Balcony Distribution and Revenue Agreement, which we will send you only if and when we select your Film.

Ticket2Balcony is operated by Two Nice Men Mediaworks Private Limited (together with its founders, officers, employees and successors, the “T2B Founders”).

By submitting a Film (a “Submission”), the individual or entity making it (“Creator”, “you” or “your”) agrees to be bound by these Terms.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT SUBMIT YOUR FILM.

1. What You're Giving Us Permission to Do

1.1 By making a Submission, you grant Ticket2Balcony, the T2B Founders, and our employees, consultants and designated reviewers a limited, non-exclusive, royalty-free, worldwide licence to access, view, screen, store, and internally circulate your Film and any related material (script, synopsis, poster, trailer, notes; together, the “Materials”) solely to evaluate it for possible release.

1.2 This licence does not transfer any ownership. You retain 100% (one hundred percent) of the copyright and all other intellectual property rights in your Film at all times, whether or not it is selected.

1.3 We may keep a copy of your Submission and related correspondence for our records, including for evidentiary purposes, even after a Submission is rejected.

2. No Obligation to Select

2.1 We are under no obligation to select, review within any particular time, or respond in detail to any Submission. We may reject a Submission, or decide not to proceed after initially expressing interest, at our sole discretion and without being required to give reasons.

2.2 If we do wish to release your Film, we will say so in writing (including by email), and the separate Distribution and Revenue Agreement will apply from that point & these Terms alone do not create any right to release, or any payment obligation.

3. Your Promises to Us (Representations and Warranties)

You represent and warrant that, as of the date of Submission and at all times after:

3.1 you own the Film, or have obtained all necessary rights, licences, consents, and clearances (including from co-producers, financiers, writers, directors, cast, crew, composers, music labels, and any other rights-holders) to submit it to us and, if selected, to grant us the rights described in the Distribution and Revenue Agreement;

3.2 the Film does not infringe the copyright, trademark, personality right, or any other intellectual property or proprietary right of any third party;

3.3 the Film does not contain any defamatory, obscene or unlawful content, and complies with applicable law, including the Cinematograph Act, 1952 and the Information Technology Act, 2000;

3.4 there is no existing, pending, or threatened dispute, litigation, or third-party claim relating to the ownership, rights, or content of the Film that would prevent you from submitting it or later granting the rights described above; and

3.5 all information you provide in the Submission (including contact details) is true, accurate, and current.

4. You Indemnify Us

4.1 You shall indemnify, defend, and hold harmless Ticket2Balcony, the T2B Founders, and our respective officers, employees, consultants, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- any breach of the representations and warranties in Clause 3;
- any claim by a third party (including a co-owner, collaborator, financier, or rights-holder) alleging infringement of intellectual property, breach of contract, or any other claim relating to the ownership or content of the Film; or
- any claim that the Materials, or their evaluation by us in accordance with these Terms, infringes or misappropriates the rights of any third party.

4.2 This indemnity survives the rejection, non-selection, or ending of the Submission or these Terms.

5. No Confidentiality; Independent Development (“Idea Theft” Protection)

5.1 We receive a large volume of Submissions and may already be developing, evaluating, or have received other films or ideas that are similar or identical in concept, theme, genre or storyline to your Film.

5.2 You acknowledge that ideas, themes, titles, and concepts are not, by themselves, protectable under law, and agree that your Submission is made on a non-confidential basis. We do not assume any obligation of confidence towards you solely by reason of receiving a Submission.

5.3 We shall not be liable to you merely because we review, release, or are otherwise associated with another film or work that is similar to, or shares elements in common with, your Film, provided we have not copied your Film itself.

6. Screener Security; Limitation of Liability (“Screener Leak” Protection)

6.1 We will use reasonable, industry-standard measures to keep screeners secure, including private/unlisted links and restricting access to personnel and reviewers who need it to evaluate the Submission.

6.2 You acknowledge that transmitting digital content over the internet carries an inherent risk of unauthorised access, interception, or leakage that cannot be entirely eliminated, and that our obligation under Clause 6.1 is one of reasonable effort, not a guarantee of security.

6.3 To the maximum extent permitted by law, we shall not be liable for any unauthorised access to, leakage, or piracy of, a screener or the Film that occurs despite the measures in Clause 6.1, including where this results from the acts of a third party, a platform outside our control, or your own sharing of the screener link.

6.4 Nothing in this Clause 6 limits our liability for our own wilful misconduct or gross negligence.

7. General

7.1 Governing Law and Disputes: These Terms are governed by the laws of India. Any dispute shall first be addressed amicably within 30 days of written notice; if unresolved, it shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, before a sole arbitrator seated in Mumbai, India, conducted in English. The courts at Mumbai shall have exclusive jurisdiction for interim relief.

7.2 Notices: Notices under these Terms shall be sent by email to the address you gave in the Submission, and to premiere@ticket2balcony.com for us and are deemed delivered when sent, unless returned as undelivered.

7.3 Entire Agreement; Amendment: These Terms are the entire agreement between us regarding your Submission and our review of it, and supersede all prior discussions on that subject. We may update these Terms by posting a revised version on the Platform, effective from a stated date; a Submission made after that date is governed by the revised Terms.

7.4 Electronic Acceptance: Ticking the box marked “I have read and agree to the Ticket2Balcony Submission Terms”, or clicking “Submit” on the submission form, constitutes valid acceptance of these Terms by you for all purposes.

ACCEPTANCE

By submitting a Film through the Platform, or by ticking the box marked “I have read and agree to the Ticket2Balcony Submission Terms” on the submission form, you confirm that you have read, understood, and agree to be bound by these Terms.