



## **The Perfect Light Film Festival**

### **Terms & Conditions**

#### **1. Entry**

To enter your short film into The Perfect Light Film Festival 2019 (festival), which is run by PLFF, you (Producer) must:

- Enter via FilmFreeway
- Submit your short film by Friday October 4, 2019. (\$20 USD fee via film freeway)
- RUOK Emerging Filmmaker Award free entry. MUST include the theme of RUOK
- Film entries MUST be no older than two years from date of Festival.

By entering your short film on Film Freeway, the Producer has entered the Film in the Festival and accepts the conditions, entry guidelines and terms and conditions set out below.

Films that have previously been short listed at Film Festival Australia events (Peninsula Film Festival, Peninsula Short Film Festival) will not be considered for the Festival .

#### **2. Judging of Films**

Between twelve and twenty (20) films will be chosen as finalist for viewing and judging at the Festival on the night of Saturday November 2, 2019 (or any other date PLFF may nominate).

A final 12 short listed films will be screened along with additional films chosen in the following category – Emerging Filmmaker Awards (open to Australian students attending any school aged 18 years and under). All films will be considered for the final 12 prior to being considered in the additional categories.

PLFF selects the judging panel to short list finalists. The short listed films are judged on the night, again by a panel chosen by PLFF and made up of industry professionals, including actors, directors, writers, producers and others. The judges watch the finalist films live on the night and score them. PLFF tallies these results and an average score for each film. The highest score wins. The judges are asked to use their own judgement and are seeking creativity, talent, sound directing, writing and producing.

All prizes awarded are not transferable, exchangeable or redeemable for cash.

### **3. Important Dates**

4 October 2019 - Submissions MUST be received by 6pm, Friday October 4, 2019

18 October 2019 – Shortlisted Films Announced

28 October 2019 – Shortlisted Film Entrants to advise of attendance at Festival

Nov 1-3 2019 – The Perfect Light Film Festival

### **4. Producer's Representations and Warranties**

The Producer hereby represents and warrants to PLFF that:

- The Producer has the sole and full right and authority to accept the Terms and Conditions and enter into this agreement and grant the rights granted in the agreement;
- The film complies with the terms and conditions
- The rights (including the intellectual property rights) of the Film are assigned to PLFF to utilise for broadcasting, promotional use and any other commercial purpose
- The Producer has permission to reproduce and exploit all third party materials (and / or the results and proceeds of all third party services) contained in the Film or upon which the Film is based;
- The Producer has permission or copyright in the sound recordings comprising the soundtrack of the Film and the music, lyrics reproduced
- All the performers in the Film have consented in writing to the use of their performances in the Film
- The Producer has from each contributor for the Film, a written release to use the results and proceeds of the contributors services, without limiting the right to edit, alter and/or reproduce the results and proceeds of the contributor by the Producer or PLFF assignees and licensees.
- The Producer will pay all fees and other charges related to entry of the Film in PLFF
- All details submitted in the entry form by the producer are true and correct
- All payments to contributors in connection with the film have been paid
- No part of the film is, or will be, actionable for defamation or violate any right of privacy or publicity of any person

### **5. General License \***

The Producer grants PLFF a non-exclusive license throughout the universe, in perpetuity, to distribute, license and otherwise exploit the Film, or any part of the Film, in any and all media, whether known or hereafter devised, including, without limitation, theatrical; non-theatrical; television (all forms including free, pay, terrestrial, cable and satellite), subscription-video-on-demand, electronic rental, download to own and other forms of electronic delivery including internet, online and mobile transmission by any and all means, method, process, device now known or hereafter devised, and all advertising, publicity and promotional rights.

**6. Finalist Films**

If the film is selected as a finalist, the non exclusive license applies (above clause 5) and will continue in perpetuity.

**7. Dubbing/Subtitling/Editing \***

The Producer acknowledges that PLFF, its assignees and licensees, shall have the right to dub and/or subtitle and to cut and/or edit the Film in any fashion that PLFF deems necessary, including, without limitation, for the purpose of television broadcast or line distribution, packaging the Film with other PLFF films, to comply with broadcasting statutory censorship practices, standards or regulations or as otherwise may be required by law in any applicable country where the Film may be exhibited.

**8. Disqualification**

PLFF may, in its sole discretion, disqualify a Film from the Festival if PLFF has reason to believe that a Film does not, for any reason, comply with the Terms and Conditions.

**9. Indemnification**

Producer agrees to indemnify PLFF and hold them harmless from any damages, liabilities, losses, costs, expenses, obligations or claims arising out of the breach of the Producer's agreements, obligations, presentations and warranties under this Agreement.

**10. Additional Documents**

Producer hereby agrees to supply any additional documents (eg copyright for music, actors release etc...) if PLFF requests.

*\*If your film is selected to be part of a package, PLFF will enter into an agreement with the filmmaker and an agreed percentage of sales will be payable to the filmmaker. This percentage will be based on net profit. (e.g. after production and marketing costs are recouped).*