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Capricornia Film Awards 2020

Terms and Conditions

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1. **Terms used**

- **The Competition**, subject to these Terms and Conditions, and its management team: Capricornia Film Awards, also referred to as “CFA”;
- **Submitters**, also referred to as “Filmmakers”;
- **The Jury**, a panel of five individuals with credentials in the screen industry;
- **Submitted works**, also referred to as “Films” and “Works”
- **Filmfreeway**, a centralised online platform for all submissions of Works, also referred to as “The Platform”.

2. **CFA Acceptance Criteria**

- 2.1. All Filmmakers must agree to these Terms and Conditions as a condition of entry of Film to Capricornia Film Awards 2020, also referred to as CFA.
- 2.2. All Films submitted to Capricornia Film Awards 2020 must meet the CFA Acceptance Criteria in all respects.
- 2.3. CFA Acceptance Criteria include:
- a. All Films must have been completed after 1 August 2018;
 - b. All Films must be of local relevance, by complying with ANY of the following:
 - The production company is based in the Northern Territory
 - At least 50% of the final production length is situated in the Northern Territory
 - c. The Film must be submitted in the appropriate category, as described in the Platform.
 - d. CFA will evaluate in its sole discretion whether the Film submitted for Capricornia Film Awards 2020 meets all Acceptance Criteria.
 - e. CFA will inform in writing (email) if the Film has been accepted or not accepted into Capricornia Film Awards 2020. CFA’s decision as to whether a Film has met all Acceptance Criteria is final and not subject to any appeal for reconsideration.
 - f. Any Film not accepted for inclusion into Capricornia Film Awards 2020 shall not be used by CFA for any purpose after the evaluation for Acceptance Criteria concludes.

3. **Categories and Awards**

- 3.1. Categories - Filmmakers can enter their film in one of seven categories. Further to general acceptance criteria, Films must comply with categories’ requirements:
- a. Short Film (documentary): single piece, under 60 minutes.
 - b. Short Film (Fiction): Single piece, under 60 minutes.
 - c. Music Video: under 15 minutes.
 - d. Corporate / Commercial: TVC, Corporate film, public campaign. Under 5 minutes.
 - e. Community: small/no-budget productions made by community organisations.
 - f. Episodic: series pilot, series season, web-series, in any genre and length.
 - g. Feature Film (Documentary and Fiction): Single piece, over 60 minutes.

3.2. Awards

- a. Any cash prizes associated with the awards will be publicized on CFA digital platforms;
- b. Category awards: The Film which obtains the best score in its category will receive the award in its category;
- c. Special Awards: Further to the category awards, up to 4 awards will be given for achievements across more than one category, and will be decided at the discretion of the CFA Jury.

4. **Capricornia Film Awards 2020 Film entry process**

Filmmakers entering Films into Capricornia Film Awards 2020 must:

- 4.1. Agree to abide by these Terms and Conditions;
- 4.2. Submit their Works through the Platform linked on the DIFF website.
- 4.3. Pay the Entry Fee (if applicable) as outlined on the Platform.
- 4.4. All Entry Fees are non-cancellable and are non-refundable.
- 4.5. Upload the Film correctly via Filmfreeway.
- 4.6. CFA accepts no responsibility for any Entry Form or Film that is submitted outside of our official Filmfreeway platform, after the final deadline or not uploaded correctly for CFA or is otherwise damaged.
- 4.7. Agree any use of CFA brands is compliant with CFA current brand use guidelines. Those guidelines are available on request, by emailing contact@diff.net.au

5. **Commercialisation of Films**

- 5.1. CFA will use commercially reasonable efforts to exploit any rights it has been granted to promote and commercialise the Films.
- 5.2. CFA as a not for profit entity will use any proceeds it receives as a result of promoting the Films to help ensure CFA's sustainability, and to continue its mission to support local Films and Filmmakers.

6. **Filmmakers grant CFA rights to Films.**

- 6.1. All Films Accepted for entry to Capricornia Film Awards 2020:
 - a. CFA may select any of the films to be screened as part of DUFF (Darwin Underground Film Festival).
 - b. CFA determination of whether a Film is selected for DUFF is final and not subject to any appeal for reconsideration.
 - c. All Filmmakers agree to grant CFA the following rights to Films that have been Accepted into Capricornia Film Awards 2020;

- (i) After the Festival Term, a Non-Exclusive License to use and promote the Film in perpetuity;
- (ii) a right to edit and create derivative works such as clips from the Film;
- (iii) until a Film proceeds to Shortlist or Finalist status when other licenses apply, a Non-Exclusive License to use, commercialise promote and display the Film during the Festival Term;

6.2. All Films selected as Capricornia Film Awards 2020 Finalists

- a. CFA may select any Film to be a Capricornia Film Awards 2020 Finalist.
- b. The number of Finalists selected by CFA to be included in Capricornia Film Awards 2020 is at the sole discretion of CFA.
- c. As set out in section 12, CFA will confirm in writing (email) if the Film has been accepted or not accepted as a Capricornia Film Awards 2020 Finalist.
- d. CFA determination of whether a Film is selected as a Finalist of Capricornia Film Awards 2020 is final and not subject to any appeal for reconsideration.
- e. In addition to the rights granted in Section 4, all Filmmakers agree to grant CFA the following rights to the Film for all Films that are selected as Capricornia Film Awards 2020 Finalist;
 - (i) After the Festival Term, a Non-Exclusive License to use, commercialise and promote and display the Film in perpetuity;
 - (ii) All Films may include "Capricornia Film Awards Finalist" as a visible credit as required in section 11 of these Terms and Conditions. Such credit if used must be in same format at other credits on each copy of the Film in perpetuity.

6.3. Films submitted but not Accepted to Capricornia Film Awards 2020

If CFA determines that a Film submitted to Capricornia Film Awards 2020 is not accepted for entry to Capricornia Film Awards 2020, CFA shall not seek to retain any further rights to the Film after the initial review for meeting acceptance criteria.

7. Capricornia Film Awards 2020 Film Evaluation Process - the Judging

- 7.1. A number of Films will be selected as CFA Finalists for viewing and judging at Capricornia Film Awards 2020.
- 7.2. The exact number of Films selected for CFA Finalists is at the sole discretion of CFA.
- 7.3. CFA decision as to whether a Film is selected as a CFA Finalist is final and not subject to any appeal for reconsideration.
- 7.4. CFA selects a jury to judge the Finalists, which may include actors, directors, writers, producers and others (CFA Jury).
- 7.5. Members of CFA Jury will be publicised on CFA Website.

- 7.6. The members of the CFA Jury have agreed to watch and score the Finalist Films live on the Filmfreeway online platform.
- 7.7. CFA will tally the votes from the CFA Jury and come up with an average score for each Film.
- 7.8. For each category, the Film with the highest average score will win the award. In the event of a tie of highest average scores - the judges will be further instructed to debate and determine the winner.
- 7.9. The Jury will also choose any other CFA award prize winners such as the best actors. Those special awards may cross over categories.
- 7.10. A complete description of the Winner Award will be included on the CFA Website.

8. Filmmaker's Representations and Warranties

The Filmmaker hereby represents and warrants to CFA that:

- a. the Filmmaker(s) has/have 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;
- b. the Filmmaker owns or has validly licensed all rights required to create the Film including but not limited to all rights from actors, script, all film elements including but not limited to music and to submit the Film to Capricornia Film Awards 2020.
- c. the Filmmaker, the Film comply with the Terms and Conditions;
- d. the rights (including the intellectual property rights) in the Film have not been, and will not be, assigned, licensed or otherwise granted, in whole or in part, in an Exclusive Licence.
- e. the Filmmaker 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;
- f. without limiting other portions of this section 7, the Filmmaker is the sole and exclusive owner, or has permission from the sole and exclusive owner, of the copyright in the sound recordings comprising the soundtrack of the Film and the music and lyrics reproduced in those sound recordings;
- g. all of the performers in the Film have consented in writing to the use of their performances in the Film;
- h. the Filmmaker is entitled to grant to CFA permission to make use of each and every right referred to in these Terms and Conditions, and the use or exploitation of the Film as contemplated by the Terms and Conditions will not violate the rights (including copyright) of any third party;
- i. the Filmmaker will pay all fees and other charges related to entry of the Film in the Festival;
- j. all details submitted in the Entry Form by the Filmmaker are true and correct, and the Filmmaker indemnifies CFA from and against any and all claims and demands made

against CFA, its assignees or licensees, in relation to the guarantees provided by the Filmmaker in this Section 6;

- k. no part of the Film is, or will be, actionable for defamation or violate any right of privacy or publicity of any person, and the full use of the rights in the Film will not violate any rights, including copyright or moral rights, of any person, firm, or corporation; and
- l. the Film is not the subject of any litigation nor is it threatened by any claim or litigation.

9. Name and Likeness

The Filmmaker authorises CFA to use the Filmmaker's name, likeness and biography in connection with any publicity for the Festival and related competitions and activities, and the Filmmaker agrees to make best efforts to undertake publicity appearances for the Festival and related competitions and activities as reasonably requested by CFA.

10. Disqualification

CFA may, in its sole discretion, disqualify a Film from the Festival without prior notice to Filmmaker if CFA has reason to believe that a Film does not, for any reason, comply with the Acceptance Criteria or otherwise with the Terms and Conditions.

11. Indemnification

Filmmaker agrees to indemnify CFA and hold them harmless from any damages, liabilities, losses, costs, expenses, obligations or claims (including, without limitation, reasonable outside attorneys' fees and costs) arising out of the breach of Filmmaker's agreements, obligations, representations and warranties under this Agreement, including, without limitation, those representations and warranties made in Section 6 (Filmmakers Warranties and Representations).

12. General

- 12.1. The agreement created by the Terms and Conditions is made in the Northern Territory and is governed by the Non-exclusive jurisdiction of the courts of the Northern Territory.
- 12.2. A reference to a person includes a body corporate. The singular includes the plural and vice versa. Includes and including are not words of limitation.
- 12.3. The words and expressions used in this agreement have the meanings given to them in the Copyright Act 1968 (Cth).
- 12.4. A reference to a Film is a reference to any film or video content which fits in CFA categories.
- 12.5. In the case of any inconsistency between the terms and conditions set out above and any other language used on CFA Website or by CFA, the terms and conditions set out above prevail.

13. Capricornia Film Awards 2020 Important Dates

CFA agrees to the following dates:

13.1. May 27, 2020: Opening Date

13.2. June 15, 2020: Early bird Deadline

13.3. July 13, 2020: Regular Deadline

13.4. September 14, 2020: Notification Date

13.5. September 18-27 2020: Darwin International Film Festival: Nominees Announcement

13.6. May 2021: CFA Ceremony.