



Peninsula Film Festival

Terms & Conditions

1. Entry

To enter your short film into Peninsula Film Festival 2019 (festival), which is run by PFF, you (Producer) must:

- Enter via FilmFreeway
- Submit your short film by Sunday December 16, 2018. (\$25 USD fee via film freeway)

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 submitted can be played at any location PFF chooses including Film Festival, pop up cinemas and workshops as well as agreements with chosen partners/sponsors.

Films MUST be no older than two years from date of Festival.

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

2. Judging of Films

Twenty (20) films will be chosen as finalist for viewing and judging at the Festival on the night of Saturday February 2, 2019 (or any other date PFF may nominate).

A final 12 short listed films will be screened along with additional films chosen in the following categories – Best Animation, Best International, Best Documentary and Emerging Filmmaker (open to Australian students attending any school). All films (apart from Best International) will be considered for the final 12 prior to being considered in the additional categories.

PFF selects the judging panel to short list finalists. The short listed films are judged on the night, again by a panel chosen by PFF 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. PFF 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

16 December 2018 - Submissions MUST be received by 6pm, Sunday December 16, 2018

14 January 2019 – Shortlisted Films Announced

21 January 2019 – Shortlisted Film Entrants to advise of attendance at Festival

1-3 February 2019 – Peninsula Film Festival

4. Producer's Representations and Warranties

The Producer hereby represents and warrants to PFF 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 PFF 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 PFF assignees and licensees.
- The Producer will pay all fees and other charges related to entry of the Film in PFF
- 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 PFF 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 PFF, 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 PFF deems necessary, including, without limitation, for the purpose of television broadcast or line distribution, packaging the Film with other PFF 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. Peninsula Film Festival with Rye, Rosebud and Dromana Community Bank® branches of Bendigo Bank present the My Local Hero Award

Enter your short film to the Peninsula Film Festival My Local Hero for a chance to win a night for two at Peppers Moonah Links (Rye, Victoria) and two bathing passes to Peninsula Hot Springs. Short films are to be 2 minutes or less in length.

Short films are to feature a local from the Mornington Peninsula area (past and/or present) who has had an impact on the region. This category will be judged independently with the winner chosen and contacted by Jan 21, 2019.

9. RUOK Category

Films entered into this category have a submission waiver fee. These films will be judged independently with the winner chosen and contacted by Jan 21, 2019. The winning film will be screened at the Saturday February 2, 2019 event and may be included in PFF pop up activations in the future.

10. Disqualification

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

11. Indemnification

Producer agrees to indemnify PFF 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.

12. Additional Documents

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

**If your film is selected to be part of a package, PFF 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).*