



The Peninsula Film Festival ('PFF')

Terms & Conditions

1. Entry

To enter your short film into Peninsula Film Festival 2024 ('Festival'), which is run by PFF, you ('Producer') must:

- Enter via Film Freeway;
- Submit your short film by Friday December 1, 2023. (\$25 USD fee via film freeway);
- Films entered MUST have been made within the two years preceding the date of Festival.

By entering your short film on Film Freeway, the Producer has consented to enter the Film in the Festival and accepts the conditions, entry guidelines and terms and conditions set out in this agreement.

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

In the event that the Festival is delivered in an alternative format (e.g. Online) due to COVID19 or other circumstances beyond the control of the PFF, you consent to your film (if selected) being part of this alternative format program.

2. Judging of Films

Between twelve (12) and twenty (20) films will be chosen as finalists for viewing and judging at the Festival on the night of Saturday February 3, 2024 (or any other date PFF may nominate).

A final twelve (12) short listed films will be screened along with a selection of 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 short list prior to being considered for selection in the additional categories.

PFF will select the judging panel to judge the short list finalists. The short listed films will be judged on the night of the Festival, again by a panel chosen by PFF and made up of industry professionals (including actors, directors, writers, producers and others). The judges will watch the finalist films live on the night of the Festival and score them. PFF will tally these results and calculate an average score for each film. The highest score will win. The judges are asked to use their own judgement and will be evaluating the films on creativity, talent, sound directing, writing and producing.

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

3. Important Dates

1 December 2023 - Submissions MUST be received by 6pm on this date

15 December 2023 – Shortlisted Films Announced

February 2-4 2024 – Peninsula Film Festival (short film festival with short films held on Saturday Feb 3 at Village Green Rosebud)

4. R U OK? 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 31, 2024. The winning film will be screened at the Saturday Feb 3, 2024 event and may be included in PFF pop up activations/packages in the future. Entry Fee is \$5 USD via film freeway.

5. 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 these Terms and Conditions and enter into this agreement and grant the rights to PFF pursuant to this the agreement;
- The film complies with the terms and conditions;
- The Producer has permission (or acquired all necessary rights) 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 to use or acquired all necessary rights (including copyright) in the sound recordings comprising the soundtrack of the film and any other the music or lyrics reproduced in the film;
- All the performers in the film have consented in writing to the use of their performances in the film;
- The Producer has obtained from each contributor to the Film, a written release to use the results and proceeds of the contributor's services and waive any moral rights, including without limitation -, the right to edit, alter and/or reproduce the results and proceeds of the contributor by the Producer or PFF or its assignees or 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.

6. General License *

The Producer grants PFF a non-exclusive royalty free, worldwide license, in perpetuity , to distribute, sub-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.

7. Dubbing/Subtitling/Editing *

The Producer acknowledges and agrees that PFF, its assignees and sub-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. The Producer hereby waives all of its moral rights in the film.

8. 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 these terms and conditions.

9. Indemnification

The 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 terms and conditions under this Agreement.

10. Additional Documents

Producer hereby agrees to supply any additional documents (eg copyright for music, actors release etc..) in a timely manner upon PFF's request.

**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).*