



Peninsula Short Film Fest

Terms & Conditions

1. Entry

To enter your short film into Peninsula Short Film Fest 2017 (festival), which is run by PSFF, you (Producer) must:

- Enter via FilmFreeway
- Submit your short film by Friday December 9, 2016. (\$25 USD fee via film freeway)
- Late deadline Friday December 30, 2016 (\$35USD 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.

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 4, 2017 (or any other date PSFF 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.

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

- 9 December 2016 - Submissions MUST be received by 6pm, Friday December 9, 2016
30 December 2016 – Late entry submissions MUST be received by 6pm, Friday December 20, 2016.
16 January 2017 – Shortlisted Films Announced
25 January 2017 – Shortlisted Film Entrants to advise of attendance at Festival
3-12 February 2017 – Peninsula Short Film Fest

4. Producer's Representations and Warranties

The Producer hereby represents and warrants to PSFF 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 PSFF 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 PSFF assignees and licensees.
- The Producer will pay all fees and other charges related to entry of the Film in PSFF
- 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 PSFF 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 PSFF, 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 PSFF deems necessary, including, without limitation, for the purpose of television broadcast or line distribution, packaging the Film with other PSFF 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

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

9. Indemnification

Producer agrees to indemnify PSFF 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 PSFF requests.

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