

Terms and Conditions of Entry for the Australian Womens Film Festival 2023 (AWFF)

By submitting your film ('Film') through FilmFreeway, you ('you' or 'Filmmaker') agree to the following terms and conditions:

1. Acceptance Criteria

- (a) AWFF is accepting short films only. The Film must be no longer than 20 minutes.
- (b) The Film must have been completed after 1 July 2022.
- (c) At least three of the Film's five key creatives (Writer, Director, Producer, DOP and Editor) must identify as female.
- (d) The Film must pass the Bechdel Test:
 - (i) It has to have at least two women in it;
 - (ii) Who talk to each other;
 - (iii) About something besides a man.
- (e) If the Film has no dialogue, is a monologue or for any other reason cannot technically pass the Bechdel Test, AWFF will determine in its sole discretion whether the Film meets the purpose and intention behind the Bechdel Test and AWFF.
- (f) The Film must not have been broadcast on Australian TV, or widely distributed online, and will not be until after AWFF 2023.
- (g) The Film must not be a rough cut or work in progress.
- (h) The Film should be subtitled in English if it features substantial dialogue in a language other than English.
- (i) The Film must be submitted via FilmFreeway and in the following formats:
 - (i) Standard Resolution: 1920 wide x 1080 high pixels
 - (ii) Minimum bitrate: MPBS recommended 20 or higher
 - (iii) Duration: Maximum length is 20 minutes - 00:15:00 (including titles & credits).
 - (iv) File Size: Initial upload size is limited to 10GB. Full broadcast quality must be available upon request, as either H.264 or Apple ProRes 422 files.
 - (v) Film, video tape, 4k resolution, 2k resolution, 720 pixels for broadcast, single channel audio and DNxHD codec standards are not accepted.
- (j) AWFF will evaluate in its sole discretion whether a Film submitted to AWFF meets all of the above Acceptance Criteria. AWFF's decision is final and not subject to any appeal for reconsideration.

2. Conditions of Entry

- (a) Filmmaker must:
 - (i) ensure all information submitted through FilmFreeway or through any other form of correspondence with AWFF is true and accurate;
 - (ii) upload the Film correctly via our [AWFF Submission page](#) on by 23:59 (AEDT) on 24 October 2023;
 - (iii) pay the Entry Fee (charged in USD) through FilmFreeway;
 - (iv) accept that all Entry Fees are non-cancellable and are non-refundable;
 - (v) own the rights or have permission from the rights holders to use all vision; sound, performances, music and images in the Film, as necessary to submit the Film to AWFF, and for the Film to screen at AWFF 2023 if it is selected.
- (b) AWFF will not accept physical format screener Films. All Films must be submitted as an online screener link only, through FilmFreeway.
- (c) It is the responsibility of the Filmmaker to maintain the screener link and keep any passwords current. If a link cannot be accessed by the AWFF programmers following reasonable attempts to contact the Filmmaker, the Film will not be considered, and the Entry Fee will not be refunded.
- (d) AWFF is unable to extend the deadline and cannot accept requests to waive the Entry Fee.
- (e) Any costs associated with entering the Film are to be paid by the Filmmaker.
- (f) It is up to the Filmmaker to read these Terms and Conditions, including the Acceptance Criteria and Conditions of Entry and if at any point a Film is no longer eligible, there will be no refund of the Entry Fee.
- (g) AWFF reserves the right to withdraw a Film from the competition if it deems the Conditions of Entry have not been met.
- (h) Filmmaker agrees to indemnify AWFF against any and all legal claims arising from the content of the Film, including but not limited to the infringement of copyright and intellectual property, libel, defamation, invasion of privacy and breach of contract.
- (i) Filmmaker will inform AWFF if, having submitted the Film, you become aware of any potential claims against the Film.

3. Selection and screening

- (a) All Films will be viewed by the AWFF Selection Committee for screening and shortlisting for AWFF 2023 (**Shortlisted Films**). The process and shortlist will not be made public, and AWFF is unable to discuss the selection process.

- (b) The number of Shortlisted Films selected by AWFF is at the sole discretion of the AWFF Selection Committee.
- (c) Filmmakers will be notified in writing if their Film has been Shortlisted.
- (d) Shortlisted Films will then be submitted to the AWFF jury panel (**Jury**) for final judging and selection of the films that will be exhibited at AWFF 2023 (**Finalist Films**).
- (e) The number of Finalist Films selected by AWFF is at the sole discretion of the Jury and AWFF Selection Committee.
- (f) Filmmakers will be notified in writing if their Film has been selected as a Finalist Film.
- (g) Finalist Films will be screened during AWFF 2023, with major prize and category winners announced on the day.
- (h) If the Film is selected as a Finalist Film, the Filmmaker must provide a digital poster and a minimum of two promotional images from the film (10 x 15cm, 300dpi) for use by AWFF including for AWFF 2023 program, AWFF Website, social media and provision to third party media;
- (i) Finalist Films must be received in appropriate screening format before 1 November 2023.
- (j) Appropriate screening formats are:
 - (i) DCI-compliant DCP, ProRes422 or ProRes422 HQ; and
 - (ii) Resolutions 2k/HD or 4k/UHD. Resolutions below HD or above 4k will not be accepted.
- (k) If sending master materials by hard drive, please format in either Mac OS Extended or ExFAT. Windows-only formatted drives will not be accepted.
- (l) Materials will be held until the end of the AWFF 2023.

4. Rights, Representations and Warranties

- (a) AWFF does not claim any ownership rights to the Film.
- (b) All Filmmakers agree to grant AWFF the following rights to Films that have been Accepted into AWFF;
 - (i) a Non-Exclusive License to use, promote, commercialise and display the Film in perpetuity, including the right to screen the film on AWFF partner media; and
 - (ii) a right to edit and create derivative works such as clips from the Film;
- (c) If AWFF determines that a Film submitted to AWFF is not Accepted for entry to AWFF, AWFF shall not seek to retain any further rights to the Film after the initial review for meeting Acceptance Criteria.
- (d) The Filmmaker authorises AWFF to use the Filmmaker's name, likeness and biography in connection with any publicity for AWFF 2023 and related competitions and activities, and the Filmmaker agrees to make best efforts to undertake publicity appearances for AWFF 2023 and related competitions and activities as reasonably requested by AWFF.
- (e) The Filmmaker represents and warrants to AWFF that:
 - (i) the Filmmaker 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;
 - (ii) the Filmmaker owns or has validly licensed all rights required to create the Film including but not limited to all rights from actors, writers and clearance of any music, sound, images or graphics contained in the Film;
 - (iii) the Filmmaker and the Film comply with these Terms and Conditions;
 - (iv) 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;
 - (v) all of the performers in the Film have consented in writing to the use of their performances in the Film;
 - (vi) the Filmmaker has obtained from each contributor to the Film (Contributor), including with respect to the underlying works in the Film, a written release to use the results and proceeds of the Contributor's services and/or contributions to the Film including, without limitation the right to edit, alter and/or reproduce the results and proceeds of the Contributor, in any manner or context, by the Filmmaker, and any person authorised by the Filmmaker to do so (including AWFF, its assignees and licensees), and such consents have been obtained to the full extent permitted under the Copyright Act 1968 (Cth) (Moral Rights Consents);
 - (vii) the Filmmaker has obtained from each Contributor:
 - a. authorisation for AWFF to use the Contributor's name and likeness in connection with any publicity of the Festival and related competitions; and
 - b. an undertaking that the Contributor will perform publicity appearances for the Festival and related competitions if reasonable requested by the Filmmaker or AWFF;
 - (viii) the Filmmaker is entitled to grant to AWFF 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;
 - (ix) the Filmmaker will pay all fees and other charges related to entry of the Film in AWFF2023;
 - (x) all details submitted in the Entry Form by the Filmmaker are true and correct, and the Filmmaker indemnifies AWFF from and against any and all claims and demands made against AWFF, its employees, directors, assignees or licensees, in relation to the guarantees provided by the Filmmaker in this Section 4;

- (xi) all residuals or other payments to Contributors in connection with the Film have been paid, together with the cost of all licenses of all copyright and any Film footage, musical works, lyrics, sound recordings or other material in which copyright subsists, owned by any third parties and which are used or adapted in the Film;
- (xii) 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
- (xiii) the Film is not the subject of any litigation nor is it threatened by any claim or litigation.
- (f) No fiduciary or confidential relationship exists between the parties and no such relationships are established by reason of these terms and conditions or any submission.
- (g) AWFF has no obligation to you or your submission and you have no claim whatsoever based on such submission.
- (h) Any submission you make is at your own risk.

5. Awards, Prizes and Screening Fees

- (a) AWFF will provide each Finalist Film with two complimentary tickets to AWFF 2023. Travel and any other costs are the responsibility of the attendees.
- (b) The Jury will select one of the Finalist Films as the overall winner of AWFF (Winner), and the Filmmaker(s) of the winning Film will be awarded a prize/prizes to be determined by AWFF (Winner Award).
- (c) AWFF Jury will also choose any other AWFF award prize winners such as the best performances or similar that may be awarded at AWFF. If an Audience Award is to be given at AWFF, the nomination and award criteria will be separately set out on the AWFF Website.
- (d) A complete description of the Winner Award will be included on the AWFF Website.
- (e) In the event that the recipient of the Winner Award is under the age of eighteen (18) years, such Winner Award will be made payable to the parent, custodian or legal guardian of such recipient.
- (f) Any prizes awarded by AWFF are not transferable, exchangeable or redeemable for cash.
- (g) AWFF will provide cash prizes (if any) via bank transfer to winning entrant.
- (h) AWFF will not pay screening fees for submitted films.

6. Definitions

Acceptance Criteria means the elements set out in section 1 of these Terms and Conditions that all Films must satisfy to be accepted by AWFF as an entry into AWFF.

AWFF means Neon Jane Pty Ltd trading as Australian Womens Film Festival.

AWFF 2023 means the Australian Womens Film Festival scheduled to take place in Sydney, New South Wales in 2023.

AWFF Website means awff.com.au.

Accepted means a Film which meets the AWFF Acceptance Criteria and which will be amongst the entries considered for inclusion in the AWFF 2023.

Entry Fee means US\$35.00 (approx. AUD\$47.00 subject to current exchange rate).

Entry Form means the Form the Filmmaker must complete to enter a Film to AWFF 2023, located at <https://filmfreeway.com/AustralianWomensFilmFestival> or linked via the AWFF Website.

Film means the completed work by the Filmmaker submitted to and accepted by AWF and includes any other supporting content you submit to us.

Filmmaker means the person(s) who created and hold all rights to the Film and are authorised to submit the Film to AWFF pursuant to these Terms and Conditions (and their agents and assignees). Reference to a single Filmmaker includes all Filmmakers relevant to the Film.

Non-Exclusive License means an 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 now known or hereafter devised, including, without limitation, theatrical; Non-theatrical; television (all forms including free, pay, terrestrial, cable, and satellite); pay-per-view, video-on- demand, subscription-video-on-demand, and near-video-on-demand; home video (all forms including videocassettes, DVD, Blu-Ray, and all other types of ideograms, or other analogous home video technology, and including all social, digital and OTT platforms whether now known or hereafter devised); electronic rental, electronic sell-through, download to own, and all other forms of electronic delivery including internet, online, and mobile transmission by any and all means, method, process or device now known or hereafter devised; hotel, airline and ship rights; and all advertising, publicity and promotional rights (including trailers, clips and excerpts).