

## Entry Rules and Regulations for submitting films to the CinefestOZ Australian Feature Film Competition and Prize 2023 (Competition).

1. The aim of the competition is to reward excellence in Australian feature filmmaking and to draw Australian and international attention to Australian films. A Jury will select the Competition's winning film, which will be awarded a cash prize of AUD\$100,000 (**Prize**).
2. All information about the Competition, including the official entry form (**Entry Form**), eligibility requirements, finalist agreements and prize details, form part of these rules and regulations of the Competition (**Rules**). By entering the Competition, an entrant (**Entrant**) agrees to be bound by the Rules. All film entries must be accompanied by the completed Entry Form and comply with these Rules (**Submitted Film**). The Promoter of the Competition is Geographe French Australian Festivals Inc., trading as CinefestOZ (**CinefestOZ**) and the Competition will be administered by the CinefestOZ Festival Film Selection Committee (**Festival Film Selection Committee**).
3. To qualify as an Australian film for the purposes of the Competition, the Submitted Film must demonstrate at least one of the following:

Provide documented proof of qualifying for the Producer Offset from Screen Australia.

**or**

Provide documented proof that the film is an official co-production under Australia's co-production program.

**or**

If a film does not qualify for the Producer Offset or is not an official co-production, it can demonstrate **it substantially meets** the [Screen Australia Guidelines on Significant Australian Content \(SAC\)](#) (as it may be updated from time to time) in regard to:

- i. Subject matter of the film
- ii. The place where the film was made
- iii. The nationalities and places of residence of the persons who took part in the making of the film,
- iv. The details of production expenditure incurred in respect of the film
- v. Any other matters that are relevant to demonstrating the film is Australian.

by providing a detailed written explanation on how the Submitted Film meets the Significant Australian Content (**SAC**) requirements with the Entry Form. Any determination on the Australian qualification of the Submitted Film, including with respect to any query as to whether the film meets SAC content guidelines, will be made by the Festival Film Selection Committee and that decision will be final.

4. Only Australian feature films that meet the other criteria in these Rules will be eligible to enter. However, feature length documentaries that qualify as an Australian film, as above, and meet the other criteria in these Rules, are eligible to enter, but documentaries that are predominately corporate, educational, training or promotional or intended for those

purposes are not eligible. The Festival Film Selection Committee retains the right to determine in its absolute discretion if a Submitted Film is eligible under these Rules, and that decision will be final.

5. To be eligible for entry a feature film must be a minimum of 75 minutes in length.
6. To be eligible, the Submitted Film must have its Western Australian Premiere (meaning its first public ticketed screening in any theatre, cinema or otherwise in Western Australia) at the CinefestOZ Film Festival, and not have had a theatrical release (other than media screenings, CinefestOZ screenings or private un-ticketed screenings) prior to the end date of the CinefestOZ Film Festival. Any WA screening immediately following that end date must be first discussed with CinefestOZ. A public screening in Western Australia includes any screening accessible to the public including television broadcasts, previews, DVD/video releases, online including VOD and festival screenings. Films which have been released online internationally prior to the dates of the festival -including platforms such as Netflix, Stan, ABC iview or SBS on Demand- are ineligible for the Film Prize.
7. In addition, to be eligible, the Submitted Film must not have had a theatrical release anywhere in Australia prior to the end date of CinefestOZ Film Festival, other than film festival industry or other screenings outside WA that do not constitute commercial release through a formal distribution process. The Film could have screened at a previous CinefestOZ Film Festival event and still be eligible for the August dates. The Festival Film Selection Committee retains the right to make a determination on any theatrical release in its absolute discretion and that decision will be final.
8. To be eligible, the Submitted Film must also have been completed ("**picture lock off**") after 30 June 2022 and not previously screened at CinefestOZ Film Festival.
9. Entries for the Competition open November 2022 and close on 1<sup>st</sup> June 2023 at 5pm AWST or other date as CinefestOZ may publicly notify (**Closing Date**).
10. To assist in early submissions, a Submitted Film may be a Rough Cut. If submitting a Rough Cut, it must be accompanied by a clear indication, in writing accompanying the Entry Form, of what is missing or what will change after Rough Cut. Only one replacement version or Final Cut can be submitted up to the Closing Date, unless a further copy is solicited by the Festival Film Selection Committee. Late entries of Final Cuts, provided a Rough Cut has been submitted by the Closing Date, will only be considered under exceptional circumstances and will be at the absolute discretion of the Festival Film Selection Committee and that decision will be final.
11. All entries must be accompanied by an entry fee of AUD\$100 (**Entry Fee**). The Entry Fee applies per Submitted Film and is non-refundable in any circumstances. The Entry Fee must be paid directly to the CinefestOZ bank account before an entry will be deemed accepted.

**Electronic Payment Details:**

Account Name: Geographe French Australian Festivals Inc.

BSB: 036123  
Account No: 332851  
Your Reference for EFT: **Film Name**

1. The Submitted Film must be received with the completed Entry Form. Entrants must provide either an online screener or Vimeo link including all information for access. No other material submitted will be considered for the Competition. Online copies will only be used for selection purposes. CinefestOZ will take reasonable care to ensure security, however all materials are submitted at the Entrant's own risk and CinefestOZ takes no responsibility of any kind for them or their safekeeping.
12. It is the responsibility of the Entrant to ensure all consents have been obtained and granted for the submission, consideration, judging and public screening of the Submitted Film at CinefestOZ Festival and that this will not infringe the rights, including copyright, of any third party. The Entrant warrants to CinefestOZ, its agents, licensees or assignees, as follows:
  - (i) the Entrant is either the sole unencumbered owner of the rights including copyright in the Submitted Film, or acts as agent for that owner, and is permitted to authorise the submission, consideration, judging and public screening of the Submitted Film;
  - (ii) the consideration, judging and screening of the Submitted Film will not be contrary to, infringe or breach any law or any person's right under law (including any law relating to copyright, passing off, defamation, privacy or confidence) or be subject to any other third party encumbrances of any nature including but not limited to claims of breaches of ICIP rights and protocols; and
  - (iii) the Entrant is fully able and empowered and authorised to enter into and perform all of the obligations under these Rules.
13. The Entrant indemnifies and will keep CinefestOZ and its agents, licensees or assignees, indemnified from all costs, damages or expenses incurred as a result or a consequence of any breach of the Entrant's warranties and undertakings in respect of the Submitted Film in the Competition and otherwise in relation to the CinefestOZ film festival.
14. A minimum of 3 feature films will be selected as finalists for the Competition (**Finalist Films**). The selection will be made by the Festival Film Selection Committee and that decision will be final.
15. Entrants will be notified by approximately mid July 2023 whether or not a Submitted Film has been selected to participate as a Finalist Film, to be judged by the Jury in the final jury screenings (**Jury Screenings**). Entrants of Submitted Films that have not been selected as a Finalist Film may be invited to screen at CinefestOZ at times offered and agreed by CinefestOZ in its sole discretion, but will not form part of the Competition nor be publicised or promoted as such.
16. Once the Entrant has been notified that a Submitted Film has been selected to participate as a Finalist Film, it cannot be withdrawn from the Competition and the Entrant agrees to

comply with the requirements of participation and screening as a Finalist Film, as notified by CinefestOZ, including those matters set out Clauses 17 to 22, and limits on publicity or promotion of it as an entry in the Competition and selection as a Finalist Film.

17. Film Prize Finalists or unsuccessful entrants may not release any information as to the Film Selection Committee or its decisions including without limit that a Submitted Film is or is not a Finalist Film, until CinefestOZ has released the information publicly. CinefestOZ will notify the entrant as to when they will be able to make any public announcements.
18. All Finalist Films will be screened to the public at CinefestOZ Film Festival between 29<sup>th</sup> August to 3<sup>rd</sup> of September 2023. Each Finalist Film Entrant must provide to CinefestOZ a DCP for the Jury Screening no later than 31<sup>st</sup> July 2023. The DCP will be returned to the supplier at the end of the Festival.
19. On selection as a Finalist Film, the Entrant will be required to provide a signed agreement to screen the Finalist Film up to three times at the CinefestOZ Film Festival. The Entrant must also provide, **within two weeks** of notification of the Submitted Film being a Finalist film, the following through the submission means requested by CinefestOZ:
  - 3 high resolution stills from the film (landscape)
  - 3 low resolution stills from the film (landscape)
  - a 20-word synopsis, 50-word synopsis and a 100-word synopsis of the film
  - a downloadable film trailer **and** film trailer link (Youtube)
  - an EPK (if available)
  - downloadable scene from the film (1-3 mins) suitable for Awards Ceremony
  - signed permission to publicly screen the submitted promotional material and extracts detailed in this clause for festival purposes.
20. Three key filmmakers (producer, director and a notable actor from the leading cast) (**Filmmakers**) from each Finalist Film will be required to attend the CinefestOZ Film Festival Jury Screening and Awards presentation, including the Saturday evening Gala award evening as the guests of CinefestOZ (**Invited Finalists**). At least one of the three Filmmakers must be a notable actor as deemed appropriate by CinefestOZ in its discretion, unless the film is a documentary. CinefestOZ reserves the right to determine which Finalist Film Filmmakers and cast will receive such invitations. Invited Finalists travel at their own risk and CinefestOZ, its licensees or assigns will not be not liable for any loss or damage caused.
21. The Filmmakers in attendance must be available for a minimum of one Media Activity, in relation to the Film Prize and the Event. A Media Activity means an interview and/or photocall and/or appearance at the Festival that is for the promotion of the Festival, the Finalist Films and the Prize, and will not exceed one hour unless agreed. The Media Activity could be with a local, national or international media publication or for CinefestOZ' own media channels such as the Festival website or newsletter. CinefestOZ agrees to give the Filmmaker 48 hours' notice of the requested Media Activity where possible and the Parties acknowledge that the Filmmaker has final approval on requested Media Activity with external media publications as it is acknowledged that contractual media partnerships may

pre-exist with the Filmmakers.

22. An independent jury (**Jury**) will be appointed by CinefestOZ to select one film from the Finalist Films and awarded the CinefestOZ Australian Feature Film Prize. The Jury Screenings locations will be determined by CinefestOZ, based on film programming and other requirements and the determination will be final. The Jury will not make a joint award; it will select an outright winner. In the event of a tied decision, the Jury Chair will exercise a casting vote. The decision of the Jury is final. A representative of CinefestOZ may attend the Jury deliberations to advise on procedural matters but will take no part in the selection process for the winner of the Prize. The final result will be kept secret by all parties until the official award announcement.
23. The Prize will be presented to the winning Entrant at an award ceremony at the CinefestOZ Film Festival 2023 on September 2<sup>nd</sup>. The producer of the winning film must send an invoice to CinefestOZ. The winner should seek advice from an accountant on the payment of tax on the prize money. The Prize will be paid into the winning Entrant's nominated bank account within 30 days of the official award announcement.
24. CinefestOZ will provide "CinefestOZ Film Finalist" Laurels to producers upon notification of selection as a Finalist Film, and a "CinefestOZ Film Prize Winner" laurel upon presentation of the Prize to the winning Entrant at the Gala Awards night, which laurels must only be used in accordance with any guide or limits notified by CinefestOZ and not provided to other parties. Finalists are encouraged to use these laurels where possible.
25. Any matter not covered by the Rules may be determined by the Festival Film Selection Committee in its absolute discretion. Any determination on, variation or addition to, the Rules made by the Festival Film Selection Committee or CinefestOZ will be final and no correspondence will be entered into.
26. Incomplete entries will be ineligible, including if the eligibility requirements are not met. CinefestOZ may disqualify any person who has not entered the Competition in good faith and who at any stage of the Competition fails to meet any eligibility requirement.
27. CinefestOZ reserves the right, in its sole discretion, subject to any approval or directions from regulatory bodies, at any time during the Competition to vary, withdraw, postpone or cancel the Competition or Prize including without limit, in circumstances where, in its absolute discretion: (a) no entry satisfies the Competition entry requirements or (b) it cannot conduct the Competition or grant any prize for any other reason.
28. CinefestOZ accepts no responsibility for any changes in Competition dates or dates or times for or values of any prize component, or any other decisions made by CinefestOZ or by the Festival Film Selection Committee.

29. CinefestOZ is not responsible for any ineffective or unsuccessfully or incorrectly submitted entries, whether the submission is by post or through online methods. This includes but is not limited to incomplete, late, lost or misdirected entries.
  
30. In the event CinefestOZ cancels, postpones or varies the Competition, Rules or any elements of the Prize, it (and any party associated with the Competition) will not be liable to any person for any loss or damage of any kind (including but not limited to indirect or consequential loss or loss or damage caused by CinefestOZ, its licensees or assigns or other party's negligence) arising out of, or in connection with, the cancellation, postponement or variation of the Competition, Rules or Prize. Nor will CinefestOZ or other party be liable for any loss, damage, payment or expense of any kind (including but not limited to indirect or consequential loss or damage caused by CinefestOZ or other party's negligence) or personal injury or other damage suffered or sustained as a result of entering, judging, running, cancellation or acceptance, enjoyment or use of the Competition, Rules or Prize. While CinefestOZ takes care to ensure all information relating to the Competition is correct, it does not warrant the accuracy or completeness of all information provided and will not be liable for any inaccuracy, omission or error. Entrants should make their own enquiries to verify all information provided.
  
31. By entering the Competition, Entrants consent to any information submitted or any material bearing personal information, being entered into a database and CinefestOZ, its licensees or assigns may use this information in any media for future promotional, marketing and publicity purposes without any further reference or payment or other compensation. All personal details of Entrants will be stored at the office of CinefestOZ. A request to access, update or correct any information should be directed to CinefestOZ. CinefestOZ' privacy policies, as are applicable or updated from time to time, will apply to this information.
  
32. The Competition and these Rules are governed by the laws of Western Australia and all entrants agree to be bound by and subject to Western Australian law.