

CinefestOZ Film Festival

Film Prize - Terms and Conditions of Submission

CinefestOZ mission is to use the medium of screen to entertain, inform, inspire and educate. We present festivals that celebrate and explore screen culture with unique programs of screenings and special events that showcase the regions in which they are presented. We champion the significant role that First Nations stories deliver throughout communities by providing a platform of self-determination. We raise the profile of screen culture for current and future practitioners by offering industry programs and creating career pathways.

The festival is comprised of the following submission categories, the following conditions are specific to a. Film Prize:

- a. **Film Prize Selection: The Film Prize brings to the festival Australian Film Content and filmmakers of international repute, including a Film Prize jury made up of five national and international filmmakers. The winner is awarded \$100,000 AUD.**
- b. Official Selection (Film and Documentary): CinefestOZ presents a diverse range of Australian and French screen content, celebrating storytelling.
- c. Short Film Selection: Screenings of specially curated short film sets are played across Busselton, Margaret River and Bunbury
 - i. Short Film Awards: The prizes and awards being presented are:
 - CinefestOZ Short Film Prize – \$5,000 (Must be a WA Premiere)
 - CinefestOZ Indigenous Best Short Film – \$2,500 (Must be a WA Premiere)
 - CineWest Best WA Short Film – \$2,500 (Must be a WA Premiere)
 - Inclusion Award
 - Best Director
 - Best Lead Actor
 - Best Screenwriter
 - ii. Music Videos: Visual projects that accompany the release of music. These submissions will be included under the Short Film selection
- d. Screen Other: This category is open to all other screen-based storytelling, including innovative works that utilise elements beyond traditional media. These works may include VR, MR, and AR projects for various platforms, media installations, live performances, or a combination of those formats. There is no limitation as to the length of the work. This category also includes web and tv series.

The following terms and conditions govern the submission of all works that are received by CinefestOZ and you (hereinafter referred to as 'submitter') are required to confirm your understanding and acceptance at the time of submitting any film. Please note that these terms and conditions are to serve the 2025 festival and are subject to change without notice. CinefestOZ reserves the right to change these terms and conditions.

1. *Definitions*

- a. Australian: the production must satisfy at least one of the following:
 - i. Half of the development or production funding is sourced from Australian funding sources.
 - ii. Half of the film was filmed within Australia.
 - iii. Half of post-production work was completed within Australia.
 - iv. This definition is set by the Significant Australian Content (SAC) requirements as implemented by Screen Australia.
- b. IndigifestOZ: The CinefestOZ program strand focusing on First Nations films.
- c. Aussies Abroad: The program strand that celebrates Australians working in the film industry outside of Australia. CinefestOZ accepts submissions for films that are created with a minimum of 2 Australians on the production team. These films are not eligible for Film Prize.
- d. Premiere: Meaning its first public ticketed screening in any theatre, cinema or otherwise.
- e. Complete and/or Final version: This is the version of the screen project that will be theatrically released.

2. *Submission Deadline*

Only films submitted within the allocated deadline, along with payment made and all other submission requirements have been met will be considered. CinefestOZ reserves the right to refuse a submission if these requirements have not been met.

3. *Specific Film Prize Eligibility*

A film is only eligible for entry if it meets the following criteria:

- a. Is a feature film of a minimum of 75 minutes in length
- b. The film must have been completed (picture lock off) after June 2024
- c. Films can be invited to submit; however, this does not automatically qualify as selection. All films that are invited to submit will be subject to regular selection processes.
- d. The film must meet the Significant Australian Content (SAC) requirements and CinefestOZ reserves the right to ask for documented proof of qualification.
- e. CinefestOZ must have the screen project's Western Australian Premiere of the complete and final version of the project.
 - i. The only exception to this is private screenings for cast and crew.
 - ii. By submitting, CinefestOZ reserves the right to be the first public screening within Western Australia, including 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 selection.
 - iii. If another version (i.e. Directors cut) of the project has already been screened within WA, the project would not be deemed a premiere by the Festival Film Committee.

- f. There should be no screenings in Western Australia during the festival period. Any screening immediately following the end date of the festival must be negotiated with CinefestOZ prior to the commencement of the festival period.
- g. Submitted films are not permitted to have a theatrical release or special event screening other than at a film festival prior to the end date of CinefestOZ.
- h. The Festival Film Committee retains the right to make a determination on any theatrical release in its absolute discretion and that decision will be final.
- i. First Nations:
 - i. To be considered as a submission under the IndigifestOZ banner, the screen project must have Aboriginal and/or Torres Strait Islanders in at least two of the following key creative roles; producer, writer and/or director. In the case of writing teams, the lead writer must be Indigenous. These terms are defined by [Screen Australia's recognition of Indigenous films](#)
 - ii. Aboriginal and/or Torres Strait Islanders must be able to meet all of the three-part criteria of Aboriginal recognition as defined by the [Australian Law Reform Commission](#);
 - 1. They must be of Aboriginal descent, And, they must self-identify as Indigenous, And, they must have Indigenous community recognition of their identification
- j. CinefestOZ reserves the right to program films that do not fit the above criteria.
- k. Incomplete entries will be ineligible. CinefestOZ may disqualify any person who has not entered the Festival in good faith or who at any stage of submission fails to meet any eligibility requirement.

4. *Payments and Expenses*

- a. All entries must be accompanied by an entry fee in US dollars as shown on Film Freeway.
- b. The entry fee applies per submission into category of a screen project and is non-refundable in any circumstances.
- c. All payments must be made through Film Freeway at the time of submission.
- d. Unless otherwise expressly provided in these terms and conditions, submitters must bear all of their own costs.

5. *Preview Screener Formats*

- a. Submitters must provide a screener to be considered for selection.
- b. CinefestOZ only accepts online screeners. The screener must be included in submission as part of the Film Freeway submission process. This can be supplied as a password protected Vimeo link or unlisted YouTube link directly sent to film@cinefestoz.com
- c. Distributor platforms must allow screenings for film committee members up to July 1, 2025. CinefestOZ will contact distributor directly for additional screening access codes.
- d. No other material submitted will be considered for the festival. Online copies will only be used for selection purposes.



- e. CinefestOZ will take reasonable care to securely access online screeners, however all materials are submitted at the submitter's own risk and CinefestOZ takes no responsibility of any kind for them or their safekeeping

6. *Selection*

- a. Submitters will be notified of selection outcomes by approximately mid-July.
- b. Submissions are judged and selected by the CinefestOZ programming team and the Film Selection Committee.
- c. Any conflicts of interest that could impact the selection process within the CinefestOZ team are dealt with internally in accordance with CinefestOZ's Selection policy and are not subject to review or require any explanation.
- d. Films that are not selected will be notified by the 16th of July.
- e. Once the submitter has been notified that a submitted film has been selected, it cannot be withdrawn from the festival and the submitter agrees to comply with the requirements of participation and screening as a Film Prize film.
- f. In the case that the film is not selected as Film Prize Finalist, CinefestOZ will consider the film for Official Selection
- g. All selected films will be screened to the public at CinefestOZ Film Festival between 30th August to 7th September 2025.

7. *Film Prize Finalists*

- a. On selection as a Finalist Film, the submitter will be required to provide a signed agreement to screen the Finalist Film up to six times at the CinefestOZ Film Festival unless otherwise agreed upon.
 - i. The winning film must consent to an additional screening on the final day of the Festival in CinefestOZ locations.
 - ii. CinefestOZ may also request to screen the film in subsequent CinefestOZ film festivals or events as negotiated with the filmmaking team.
 - iii. Where special events are hosted in association with the film, the standard ticket price is applied to any agreed box office splits.
- b. Three key filmmakers (producer, director and a notable actor from the leading cast) 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.
 - i. 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.
 - ii. CinefestOZ reserves the right to determine which Finalist Film Filmmakers and cast will receive such invitations.
 - iii. Film's stakeholders including distributors and producers must use reasonable endeavours to support CinefestOZ invitations to the festival, providing agent contacts on confirmation of being a finalist.
- c. 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 4 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.

- i. 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.
- d. The Prize will be presented to the winning submitter at an award ceremony on the final night of the festival.
 - i. The producer of the winning film must send an invoice to CinefestOZ.
 - ii. The winner should seek advice from an accountant on the payment of tax on the prize money.
 - iii. The Prize will be paid into the winning Entrant's nominated bank account within 30 days of the official award announcement.

8. *Delivery*

- a. Each selected Film Entrant must provide to CinefestOZ a DCP and digital copy of the film for the screenings no later than 15th August.
- b. DCP's must be delivered directly to the screening venue as advised by the festival programming team at the cost of the submitter.
- c. The DCP will be returned to the supplier at the end of the festival at the cost of the festival.

9. *Authorised Use and Inclusion of Materials*

- a. CinefestOZ will not be held responsible for any unauthorised inclusion of:
 - i. Any copyrighted content or materials within or related to the submission
 - ii. If any authorised inclusion of materials as set out above applies to a submitted film, CinefestOZ reserves the right to forego consideration of that film or to withdraw the confirmation of selection from the program.
 - iii. It is the responsibility of the Entrant to ensure all consents have been obtained and granted for the submission and public screening of the Submitted Film at CinefestOZ Festival and that this will not infringe the rights, including copyright, of any third party.
 - iv. The submitter 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

10. *Competition*



- a. Film Prize Jury: An independent jury will be selected by CinefestOZ to judge the selected Film Prize Finalists and judge these films on the basis of excellence in film.
 - i. All jury members are selected on the basis that they are not financially or creatively involved in selected film prize projects, equating to a credited role in the project or being an investor. Any relationships with the film teams are also declared and accessed by the Film Committee as to being reasonable or not given the small size of the Australian Screen industry. Conflicts are assessed against whether there is something to reasonably gain for the juror by awarding the prize to that certain film.
 - ii. The Film Prize Jury reserve their right to refrain from providing reason of their selection.
 - iii. The Film Prize Jury selection is final and CinefestOZ holds no judging right over the finalists. CinefestOZ cannot over rule the judgement of the Film Prize Winner.

11. Marketing

- a. The submitter must provide, within two weeks of notification of selection at the festival, the following through the submission means requested by CinefestOZ:
 - i. 3 high resolution stills from the film(landscape)
 - ii. 3 low resolution stills from the film(landscape)
 - iii. a 25-word synopsis and a 100-word synopsis of the film
 - iv. A downloadable film trailer and film trailer link (YouTube) if made available
 - v. EPK if available
- b. CinefestOZ will provide “CinefestOZ Film Prize Finalist” Laurels to producers upon notification of selection. Laurels must only be used in accordance with any guide or limits notified by CinefestOZ and not provided to other parties.
- c. By submitting, you are agreeing to allow CinefestOZ to utilise clips of the submitted films trailer as part of festival promotional material. This clip may be used in conjunction with other films that have been selected.
- d. By submitting, the submitter agrees to withhold any marketing, publicity and announcement pertaining to their film on the day of the selected films premiere screening, unless it is specifically referring to CinefestOZ.

12. Exclusion of Liability

- a. In the event CinefestOZ cancels, postpones or varies, CinefestOZ it 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 festival. 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, cancellation or acceptance, enjoyment of CinefestOZ.

13. Use of information

- a. By entering CinefestOZ for consideration, submitters 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 submitters will be stored at the office of CinefestOZ.
- b. A request to access, update or correct any information should be directed to CinefestOZ.
- c. CinefestOZ's privacy policies are applicable.
- d. Successful 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 festival selection, until CinefestOZ has released the information publicly. CinefestOZ will notify the entrant as to when they will be able to make any public announcements

14. Reservation of Rights

- a. CinefestOZ reserves the right to make program selections that do not fit the aforementioned criteria.
- b. The CinefestOZ \$100,000 AUD Film Prize is supported by the State Government under Department of Local Government, Sport and Cultural Industries through funding from the Department of Primary Industries and Regional Development. Any additional requests may arise at the request of the State Government as part of the funding agreement and will be made to the submitter as long as the request is considered reasonable to the average person.

These Rules are governed by the laws of Western Australia and all submitters agree to be bound by and subject to Western Australian law.