

CinefestOZ Film Festival

Out of the Box - 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 d. Screen Other:

- 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. **Out of the Box: 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. *Eligibility*

- a. Any length is considered.
- b. Content 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.
- c. The film must meet the Significant Australian Content (SAC) requirements and CinefestOZ reserves the right to ask for documented proof of qualification.
- d. Premiere Status:
 - i. Web and television series must be a WA premiere.
 - ii. Premiere Status is not considered when considering the selection of AR/VR and Visual Projection projects.
- e. 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 decent, And, they must self-identify as Indigenous, And, they must have Indigenous community recognition of their identification
 - f. CinefestOZ reserves the right to program films that do not fit the above criteria.
 - g. Incomplete entries will be ineligible. CinefestOZ may disqualify any person who has not entered the Festival in good faith and 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 entered directly sent to film@cinefestoz.com
 - c. No other material submitted will be considered for the festival. Online copies will only be used for selection purposes.
 - d. CinefestOZ will take reasonable care to securely access online screeners, however all materials are submitted at the submitters own risk and CinefestOZ takes no responsibility of any kind for them or their safekeeping
 - e. Preview screeners for AR/XR and Visual Projections should be supplied as a downloadable file from a third-party site such as Google Drive, Dropbox or WeTransfer. In these circumstances, this link can be provided via email. All previews of this content must be accompanied by documentation that outlines all logistical and equipment needs, for both the preview and the presentation of the screen content.
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 and the individual with the conflict will be withdrawn from the decision making.
 - 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 an Official Selection film.
- f. All selected films will be screened to the public at CinefestOZ Film Festival between 30th August to 7th September 2025.

7. *Delivery*

- a. Each selected submitter must provide CinefestOZ a DCP and digital copy of the film for the screening no later than 15th August. If location testing or ingesting into additional material is required, the
- 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.

8. *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

9. *Other screening conditions, if selected*

- a. CinefestOZ regularly utilises non-traditional screening venues to enhance the immersive impact of the film, CinefestOZ reserves the right to screen submitted films in unique and non-traditional cinema venues to broaden the reach of audiences.

10. *Marketing*

- a. the submitter must provide, within two weeks of notification of the 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 Official Selection” 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.

11. *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.

12. *Use of information*

- a. By entering the Festival for consideration, 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 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 will apply to this information.
- 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

13. *Reservation of Rights*

- a. CinefestOZ reserves the right to make program selections that do not fit the following the aforementioned criteria.

Terms of Submission – Out of the Box



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