

WAKE IN FRIGHT Development Initiative

Terms and Conditions

1. APPLICANT ELIGIBILITY

- 1.1 An applicant can be an individual or a team and must be::
- (a) an Australian citizen; or an Australian resident;
 - (b) 18 years of age or older.
- 1.2 An applicant is defined as the writer/s of the screenplay and originator/s of the story ("Author").
- 1.3 Participation in **Wake in Fright Development Initiative** and any related activities, including travel, is at the applicant's own risk.

2. SUBMISSION ELIGIBILITY

Applicants may submit a single submission to **Wake in Fright Development Initiative** by visiting <https://www.aacta.org/aacta-development-initiatives/wake-in-fright-development-initiative/> and completing the entry form and supplying specified supporting material ("Submission").

- 2.1 To be an eligible application, the Submission MUST:
- (a) be wholly owned (all intellectual property) by the applicant. No proxy Submissions will be accepted;
 - (b) be for a scripted feature film of no less than 85 minutes duration and no more than 100 minutes duration;
 - (c) be for a project that can be achieved on a budget of no more than \$15m (AUD)
 - (d) be intended for Australian/New Zealand and international theatrical release
 - (e) be a new and wholly original concept which has not yet been commissioned/acquired/optioned and for which the worldwide rights are still available.
 - (f) include the following information:

- (i) title;
- (ii) logline;
- (iii) 1 page synopsis;
- (iv) 10 – 20 page treatment (maximum 20 pages);
- (v) 1 page Pathway to Audience Document;
- (vi) 1 page Development Plan Document;
- (vii) Examples of previous work, which can consist of –
 - (A) Examples of completed works such as short films etc; and/or
 - (B) Writing samples.
- (viii) Resume/CV
- (ix) Detail of any third party contributions to the submitted project, if applicable.

2.2 The Submission must be complete and entered by **Tuesday August 12, 2025 5pm AEST.**

2.3 Correct entry information is the responsibility of the applicant. Applicants warrant that all the information provided, including the information provided on the **Wake in Fright Development Initiative** submission form and the credits and résumé/CVs, is true and correct.

3. DETERMINATION OF RECIPIENT

3.1 A panel will review submissions based on –

- (a) Creative Merit – Originality, creativity, and strength of vision
- (b) Development Plan – Clear goals for the project’s progression
- (c) Intended Audience – Understanding of the target viewers and market potential
- (d) Professional History – Past work and commitment to developing their craft

3.2 The successful applicant will be notified on **Friday October 3, 2025.**

3.3 The successful applicant will be officially announced **Thursday October 9, 2025.**

4. PRIZES

4.1 The successful applicant will receive;

- (a) AUD\$25,000 to develop a draft and polish the script.
- (b) AUD\$5,000 for a script editor to support the refinement of the work.

(c) 1 x ticket to attend the 2026 AACTA Awards Ceremony in Gold Coast, Qld (Date TBC).

(d) 1 x Annual AACTA Professional Membership.

4.2 All prizes are non-transferable and cannot be redeemed for cash

4.3 Sanctuary Pictures will oversee the initiative, supporting the author through the development process and optioning the script. With continued progress, Sanctuary Pictures will produce the film. Umbrella Entertainment will manage distribution across Australia and New Zealand.

4.4 Umbrella/Sanctuary Pictures will be optioning the project from the successful applicant with a standard option agreement (ie. 2 years option plus 2 years renewal) to develop the film, with payment terms as is customary in the Australian feature film industry.

4.5 Only if the option is exercised, will the IP transfer to the producer.

5. THE FILM

5.1 Priority is given to the recoupment position for marketplace and equity partners as is industry standard.

5.2 The applicant will be paid at industry standard rates, commensurate to the budget and to be negotiated with the applicant in good faith.

5.3 The producers and financiers of the project will own all assets, licenses and IP for the project as is customary in the film and television industry.

5.4 The applicant indemnifies and holds Umbrella, Sanctuary Pictures and AACTA harmless from and against any and all actions, claims, suits, demands, costs and expenses (including legal expenses), damages, injury or losses incurred or suffered by Umbrella, Sanctuary Pictures and AACTA arising from or relating to any breach or alleged breach by the applicant of any these terms or conditions; and/or any act or omission, negligence or recklessness of the applicant (including but not limited to clause 2.1(e) of these terms and conditions.

6. GENERAL

6.1 Subject to availability, the successful applicant will undertake reasonable publicity and promotional purposes of Umbrella, Sanctuary Pictures and AACTA subject to availability.

6.2 Applicants consent to the publication of their names if the applicant is successful.

6.3 Any Submission that does not comply with these terms is invalid.

6.4 Beneficiaries of any prize accept the prize 'as is' and acknowledge that Umbrella, Sanctuary Pictures nor AACTA accept any responsibility for any tax implications that may arise from their receipt of any prize. Beneficiaries should seek independent financial advice.

6.5 AACTA reserves the right to verify the validity of any Submission and any entrant and may disqualify any entrant whom AACTA has reason to believe has breached any of these terms.

- 6.6 Failure by AACTA to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 6.7 Nothing in these terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act* or or similar consumer protection laws in the states and territories of Australia ("Non-Excludable Guarantees").
- 6.8 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, AACTA, Umbrella and Sanctuary Pictures and their related entities are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties (whether or not under AACTA's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by AACTA) due to any reason beyond the reasonable control of AACTA; (d) any variation in prize value to that stated in these terms; (e) any tax liability incurred by a beneficiary of a prize; (f) use/taking of the prize.
- 6.9 In these terms:
- (a) "AACTA" means the Australian Film Institute (ABN 17 006 725 266);
 - (b) "Sanctuary Pictures" means Sanctuary Pictures Pty Ltd (ABN 53 661 464 213); and
 - (c) "Umbrella" means Umbrella Entertainment Pty Ltd (ABN 61 093 275 659).