

## **AACTA PITCH: Focus in partnership with SONY Terms and Conditions**

### **1. ENTRANT ELIGIBILITY**

- 1.1 Entrants must consist of teams of up to 5 people most responsible for the creation and execution of the idea, including but not limited to producer(s), director(s), screenwriter(s), and cinematographer (s), the combination of which is at the discretion of the entrant.
- 1.2 At least one member of the entrant team must be:
  - (a) Currently enrolled as a full time or part time student at an educational institution that maintains TEQSA accreditation and registration, and/or is a Registered Training Organisation (RTO) or VET accredited by the Australian Skills Quality Authority
- 1.3 All members of the entrant team must be:
  - (a) an Australian citizen; or
  - (b) an Australian resident, being a person who is lawfully domiciled in Australia, and who has actually been in Australia, continuously or intermittently, for more than one half of the year immediately preceding the application.
- 1.4 Participation in AACTA PITCH: Focus and any related activities, including travel, is at the entrants' own risk.

### **2. SUBMISSION ELIGIBILITY**

Entrants may submit a single pitch submission to AACTA PITCH: Focus by visiting [<https://www.aacta.org/aacta-development-initiatives/aacta-pitch-focus/>] and completing the entry form and supplying specified supporting material before the listed deadline of Monday October 25 2021 at 5:00pm AEST ("Submission").

- 2.1 To be an eligible entry, the Submission MUST:
  - (a) be wholly owned (the all intellectual property) by the entrant(s). No proxy Submissions will be accepted;

- (b) be for a scripted live action fiction short film of no less than 4 minutes duration and no more than 10 minutes duration.
  - (c) be new and original concepts which have not yet been commissioned and for which the worldwide rights are still available.
  - (d) include the following information:
    - (i) title; and
    - (ii) logline (1 – 2 sentences); and
    - (iii) 500 word synopsis; and
    - (iv) 3 minute video pitch; and
    - (v) the résumé/CVs of all members of the team.
- 2.2 Correct entry information is the responsibility of the entrant. Entrants warrant that all of the information provided, including the information provided on the AACTA PITCH: Focus entry form and the credits and résumé/CVs of all members of the team, is true and correct.
- 2.3 By submitting to AACTA PITCH: Focus, entrants automatically grant AACTA and Sony a non-exclusive, royalty free license to use the Submission (in whole or in part) for PR and the marketing of AACTA PITCH: Focus.
- 3. SHORTLISTING, FINALISTS AND AACTA PITCH: Focus EVENT**
- 3.1 Submissions will be reviewed and a shortlist of 10 preliminary finalists by a review committee made up of AACTA and Sony executive.
- 3.2 The ten preliminary finalists will then be required to submit materials as part of a second round of review including:
- (a) A pitch deck (of up to 5 pages); and
  - (b) First ten pages of the screenplay (Final Draft formatting); and
  - (c) A production budget.
  - (d) A production schedule.
- 3.3 Up to five finalists will be then selected by a judging panel made up of AACTA and/or Sony executive along with Industry expert/s to receive a loan of Sony equipment (valued at over \$2,500 AUD) to assist in the production of a filmed proof of concept, of up to 3 minutes duration.
- (a) The value of the loan is determined by Sony Australia at the time of the commencement of this competition.
  - (b) The finalist will be required to enter into a loan agreement with Sony to gain access to the loan equipment.

- 3.4 Screening of proof of concepts and a live pitch by the finalists of their project to the judging panel will be undertaken in front of a live audience on the AACTA PITCH stage at a location/date to be advised in Sydney, NSW. Should there be event limitations due to COVID-19, AACTA may instead run the live final via Zoom conference. Only finalists will be notified.
- 3.5 By entering a Submission, the entrant acknowledges that, if the entrant is selected as a finalist, one of the team members of the entrant ("Pitcher") must attend the AACTA PITCH: Focus event/Zoom conference and present a 2-minute live pitch. While proof of concepts will be screened prior to respective, pitches no use of video, visual aids, sound recordings, props, or handouts will be allowed during the pitch.
- 3.6 Each Pitcher will have 2 minutes to convince the judging panel that they have the best short film idea in the room and have the skills to undertake the production. Decisions by the judging panel are final.
- 3.7 The winning finalist ("Winner") will be notified in person at the AACTA PITCH: Focus event.

#### **4. PRIZES**

- 4.1 Should the Final proceed as a live event, AACTA will provide any Pitcher that does not reside in New South Wales with:
  - (a) a complimentary return economy flight (ex- nearest capital city) to be booked at times mutually agreeable to both parties. Flights once booked are final and any costs incurred for changes will be the responsibility of the finalist; and
  - (b) complimentary one-night twin share accommodation in Sydney. Hotel will be selected at AACTA's discretion.
- 4.2 Subject to AACTA and Sony approving the Winner's final shooting script and production budget, the Winner will receive:
  - (a) \$15,000 toward the production cost ("Production Cost") of a short film based on the winning Submission ("Film"), payable as follows:
    - (i) [30% (\$4500)] on the date the final shooting script and production budget for the Film are approved by AACTA and Sony;
    - (ii) [60% (\$9,000)] within 30 days of presentation of invoice by the Winner for costs incurred by the Winner in the production of the Film as set out in the approved production budget; and
    - (iii) [10% (\$1,500)] on the date the final Film is submitted to AACTA and Sony; and
  - (b) a mentoring session with the AACTA PITCH: Focus judges. Mentoring sessions will be scheduled at times agreed upon by both parties;
  - (c) Five tickets to the AACTA Awards Ceremony & Official After Party to be held in Sydney on Wednesday December 8 2021. Should COVID-19 event impacts occur, these tickets will be granted in 2022 instead.

- (d) A loan of Sony equipment (valued at \$6,000 AUD) to assist in the production of the final film concept.
  - (i) Value of the loan is determined by Sony Australia at the time of the commencement of this competition.
  - (ii) The winner will be required to enter into a loan agreement with Sony to gain access to the loan equipment.

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

- 4.3 Any part of the Production Cost that is not spent on production of the Film as verified by invoices submitted to AACTA in accordance with clause 4.2(a)(ii) must be returned to AACTA within 7 days from the date the final Film is submitted to AACTA.

## 5. THE FILM

- 5.1 For this clause 5, "Film Materials" means the final Film to be produced by the Winner based on the approved final shooting script, any part of that Film, and any materials produced in connection with that Film, including the script, pitch materials, soundtrack, marketing materials, trailer, cut down highlights and posters.
- 5.2 The "Film Materials" must be submitted to AACTA and Sony in the requested formats by no later than Thursday March 31<sup>st</sup> 2022
- 5.3 By submitting an entry to AACTA PITCH: Focus, the Winner automatically grants Sony and AACTA a five-year (exclusive to Sony and AACTA for the first year and non-exclusive afterwards) royalty free licence to:
  - (a) in the case of Sony, use the Film Materials digitally on Sony's website and social media accounts and channels;
  - (b) the Filmmaker/s will be invited to enter their film into the 2022 Sony Film Festival;
  - (c) in the case of AACTA, use the Film Materials digitally on AACTA's website and social media accounts and channels; to promote AACTA and its services; and to display the Film Materials at relevant events held or sponsored by AACTA; and
  - (d) in any other case, with the approval of the entrant not to be unreasonably withheld or delayed.
- 5.4 By submitting an entry to AACTA PITCH: Focus, the Winner automatically agrees and consents to AACTA and/or Sony or their representatives filming, editing and releasing a 'making of' or 'behind the scenes' film of the Film (**Making Of Film**). The Winner grants, and will do all things necessary to permit, AACTA and/or Sony full access during the pre-production, production and post-production process to the extent required for the Making Of Film. All right, title and interest in and to the Making Of Film will remain with AACTA and Sony. AACTA and Sony hereby grant the Winner a royalty free worldwide licence to the Making Of Film for such uses as approved in advance in writing by AACTA and Sony in each case, not to be unreasonably withheld or delayed.

- 5.5 By submitting an entry to AACTA PITCH: Focus, the Winner warrants that they will obtain the consent of each individual appearing in the Film and the Making of Film (including the Winner if the Winner is an individual) to appear in the Film and the Making of Film, and to Sony and AACTA using his/her name, likeness, image, voice, and biography in connection with, and to promote, the Film and Making Of Film, including the right to use them in the same manner as the Film (as set out in clause 5.3).
- 5.6 Subject to availability, the Winner will provide the services of at least one individual responsible for the creative direction of the Film for the reasonable publicity and promotional purposes of Sony and AACTA, not to exceed 8 hours.
- 5.7 By submitting an entry to AACTA PITCH: Focus, the Winner warrants and represents as at the date of submitting the entry and on delivery of the Film Materials to AACTA and Sony that:
- (a) the Winner is the sole and exclusive proprietor of the Film Materials throughout the World and has the unrestricted right to grant all the rights and licences to Sony and AACTA as set out in these terms free of any encumbrances; and
  - (b) the Film Materials are original and will not be contrary to, infringe or breach any law or any person's right under any law.
- 5.8 The Winner indemnifies and holds Sony 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 Sony or AACTA arising from or relating to any breach or alleged breach by the Winner of any terms or conditions of these terms; and/or any act or omission, negligence or recklessness of the Winner.

## **6. GENERAL**

- 6.1 Entrants consent to the publication of the names of each team member of the entrant if the entrant is a finalist or the Winner.
- 6.2 Any Submission that does not comply with these terms is invalid.
- 6.3 Beneficiaries of any prize accept the prize 'as is' and acknowledge that neither AACTA nor Sony accept any responsibility for any tax implications that may arise from their receipt of any prize. Beneficiaries should seek independent financial advice.
- 6.4 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.
- 6.5 Failure by AACTA to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 6.6 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").
- 6.7 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, AACTA and its 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 (g) the AACTA PITCH: Focus event.

7. None of the parties shall be liable nor be able to terminate this agreement for any failure to perform its obligations where such failure is caused by a Force Majeure Event. A party unable to perform its obligations due to a Force Majeure Event must promptly advise the other and must take all steps reasonably necessary to recommence performance and minimise the delay caused by it, if possible.

Force Majeure Event means an event beyond the reasonable control of, and without the fault or negligence on the part of, the party affected including acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), strikes or industrial action (but not strikes or industrial action by the employees of the AFI or the Sponsor), war, invasion, acts of foreign combatants, terrorists acts, riots, civil disorders or rebellions, military or other usurped political power, government sanction or embargo, labour disputes, pandemic or the prolonged failure of electricity or other vital utility service.

7.1 In these terms:

- (a) "AACTA" means the Australian Film Institute (ABN 17 006 725 266); and
- (b) "Sony" means Sony Australia Limited (ABN 59 001 215 354)