



AACTA Pitch: BITE in partnership with Monster Pictures

Terms and Conditions

1. ENTRANT ELIGIBILITY

- 1.1 An individual entrant must be 18 years of age or older and either:
 - (a) an Australian citizen; or an Australian resident
- 1.2 Entrant teams can consist of Writer / Director teams or individual Writer / Directors from Australia
- 1.3 Participation in **AACTA PITCH: BITE in partnership with Monster Pictures** 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: BITE in partnership with Monster Pictures** by visiting <https://www.aacta.org/aacta-development-initiatives/aacta-pitch-bite/> and completing the entry form and supplying specified supporting material ("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 feature film of no less than 75 minutes duration and no more than 120 minutes duration.
 - (c) be for a project that can be achieved on a budget of between \$500,000 and \$3,000,000 (AUD)
 - (d) be intended for Australian/New Zealand theatrical release
 - (e) be new and original concepts which have not yet been commissioned and for which the worldwide rights are still available.

- (f) Focus on the theme of 'Bite' – this can be literal as in a creature feature, monsters, zombies, critters or cannibals, or metaphorical as in to 'take the bait'. In the overall spirit of the initiative, project ideas must work effectively with minimal locations, small casts and lower budgets.
 - (g) include the following information:
 - (i) title;
 - (ii) logline;
 - (iii) 500 word synopsis;
 - (iv) a 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: BITE in partnership with Monster Pictures** 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: BITE in partnership with Monster Pictures**, entrants automatically grant AACTA and Monster Pictures a non-exclusive, royalty free license to use the Submission (in whole or in part) for PR and the marketing of **AACTA PITCH: BITE in partnership with Monster Pictures**.
- 3. SHORTLISTING, FINALISTS AND AACTA PITCH: BITE IN PARTNERSHIP WITH MONSTER PICTURES EVENT**
- 3.1 In Round 1, submissions will be reviewed and shortlisted (up to twenty submissions) by a panel made up of AACTA & Monster Pictures executive and development consultants ("Panel").
- 3.2 In Round 2, the shortlist will be given a set of challenges that must be submitted by provided deadlines. Submissions will be reviewed and shortlisted to up to 8 finalists by a panel made up of AACTA & Monster Pictures executives and development consultants ("Panel").
- 3.3 Up to 8 finalists will pitch their project to a Judging Panel in the first week of December. The format of the event and date/time will be advised. Only finalists will be notified.
- 3.4 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: BITE in partnership with Monster Pictures** event and present a 3-minute live pitch. No use of video, visual aids, sound recordings, props, or handouts will be allowed during the pitch.
- 3.5 Each Pitcher will have 3 minutes to convince the Panel that they have the best idea in the room. Decisions by the Judging Panel are final.
- 3.6 The winning finalist ("Winner") will be notified in person at the **AACTA PITCH: BITE in partnership with Monster Pictures** event.

4. PRIZES

- 4.1 AACTA and Monster Pictures will provide any Pitcher that does not reside in New South Wales with a \$500 travel contribution to attend the **AACTA PITCH: BITE in partnership with Monster Pictures** event. Flight & Accommodation bookings are the Finalist's responsibility.
- 4.2 The winner will receive;
 - (a) A \$10,000 Development Fund (to be used as agreed between the Winner and AACTA/Monster Pictures), payable on the date of signing of an Australian distribution agreement with Monster Pictures Distribution; and
 - (b) 2 x tickets to attend the 2021 AACTA Awards Ceremony in Sydney.
 - (c) 2 x annual AACTA Professional Memberships
- 4.3 All prizes are non-transferable and cannot be redeemed for cash
- 4.4 The initial distribution agreement between the Winner and Monster Pictures Distribution will be a short form agreement executed in good faith between both parties and does not guarantee actual distribution of the film unless all criteria as outlined in this agreement are met. Once both parties are satisfied, an official long form distribution agreement with additional terms will be entered into. It is understood that this long form agreement will replace and supersede the original short form agreement and distribution of the film is only guaranteed upon both parties entering into this long form distribution agreement.

5. THE FILM

- 5.1 Priority is given to the recoupment position for marketplace and equity partners.
- 5.2 Writers / Directors will be paid at normal industry rates, appropriate to the budget. They will also receive an equity and backend participation share, to be negotiated as appropriate to the project.
- 5.3 The producers and financiers of the project will own all assets, licenses and IP for the project.
- 5.4 The Winner indemnifies and holds Monster 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 Monster Pictures 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 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 Monster Pictures and AACTA, not to exceed 8 hours.
- 6.2 Entrants consent to the publication of the names of each team member of the entrant if the entrant is the Winner.

- 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 neither AACTA nor Monster Pictures 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 and Monster 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 (g) the **AACTA PITCH: BITE in partnership with Monster Pictures** event.
- 6.9 In these terms:
- (a) "AACTA" means the Australian Film Institute (ABN 17 006 725 266); and
 - (b) "Monster Pictures" means Monster Pictures Distribution Pty Ltd (ABN 56 601 230 595)