

## TERMS & CONDITIONS - AIDC

### The FACTory 2019

#### 1. Terms and Conditions

- 1.1. By applying to submit a project to The FACTory, you agree to accept and be bound by the following terms and conditions, and acknowledge that failure to comply with them may result in disqualification. All national and local laws and regulations shall apply.
- 1.2. Any enquiries relating to the FACTory should be emailed to: [pitch@aidc.com.au](mailto:pitch@aidc.com.au)

#### 2. Dates

- 2.1. Project submissions for The FACTory open at 00:01 am (AEST) on October 3, 2018 (Opening Date). Submissions will be accepted until 23:59 pm (AEDT) December 12, 2018 (Closing Date).
- 2.2. Shortlisted FACTory project applicants will be notified by the Organisers on January 11, 2019, and their names announced publicly in the second half of January, 2019.

#### 3. Applicants

- 3.1. All employees of AIDC Ltd and any of its subsidiaries and their families are not eligible to submit projects for The FACTory.
- 3.2. The Organiser will accept up to two submissions per production company.
- 3.3. Each applicant must provide up to date and accurate contact information when they submit their entry to enable AIDC to contact them for further information or update on the status of the entry before or after the Closing Date.
- 3.4. If there is any dispute as to the identity of an applicant, AIDC reserve the right, in their sole discretion to determine the identity of the applicant.

#### 4. Entry Requirements

- 4.1. The FACTory accepts projects from Australian and International filmmakers.
- 4.2. Applicants must be the rights holder in the work.
- 4.3. Projects need to be recognised factual documentary formats intended for broadcast and distribution, i.e. no educational, advertising, news, reportage or corporate projects will be accepted.
- 4.4. Entry is open to feature films, one-hour singles, and one-hour and half-hour series at concept, development, or production stages.
- 4.5. Short films, half-hour singles, multiplatform projects that do not have a theatrical or broadcast component, as well as VR/AR projects are not eligible for entry to the FACTory.
- 4.6. Individuals, teams or companies may apply.
- 4.7. Applicants must be 18 years of age or over.

- 4.8. There is an AUD \$49.50 submission fee to cover handling and administration of your application.
- 4.9. Entry for each project must be submitted via the FACTory portal:  
<https://www.eiseverywhere.com/factory2019>
- 4.10. The Organisers accept no responsibility for submissions not received for any reason.
- 4.11. The Organisers reserve the right, at any time, to verify the validity of entrants (including an entrant's identity and citizenship status) and reserves the right, in its sole discretion, to disqualify any individual who the Organiser has reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper conduct calculated to interfere with the fair and proper conduct of the promotion.
- 4.12. Applicants successful in having a project selected for The FACTory are required to be registered to attend the conference, and will be eligible to receive the All Access Pass at the early bird rate of \$730 (incl GST), at maximum of two discounted passes per team. They will need to confirm by purchasing an All Access Pass within a week (7 days) of being notified, and provide verified copy and a still image for publication, to the specifications advised by the Organiser.
- 4.13. In the case that a financier trigger (broadcaster, national or federal funding agency, institute, or Executive Producer, etc) is already involved with the project, their presence at the pitch is highly encouraged. However, such involvement will not influence the selection of the project.
- 4.14. Pitching teams may consist of two people, unless a financier trigger is present, and three people may present the pitch.
- 4.15. If you live interstate, and your project is successful, we encourage you to contact your state agency for travel support.

## **5. Intellectual Property Rights**

- 5.1. Copyright in each project entry submitted remains with the author/s of the entry, subject to this clause 5.
- 5.2. By submitting a project to The FACTory the submitter grants to the Organiser a non-exclusive, royalty free, perpetual right to use, publish, reproduce and reprint project images and descriptive text on a worldwide basis through all media (including print, digital, radio and social media). Without limiting the above, each entrant acknowledges and agrees that this includes:
  - 5.2.1. publication by AIDC (print and digital).
- 5.3. By submitting a project to The FACTory, each applicant also consents to the Organisers using their name, likeness, image and /or voice in any media for an unlimited period without remuneration for the purpose of promoting the Organisers.

## **6. Unacceptable Entries**

- 6.1. Project submissions received after the Closing Date and/or which are not in accordance with the entrant and entry requirements set out in clause 3 and 4 respectively will not be accepted.
- 6.2. AIDC will not accept resubmissions of projects previously submitted to the AIDC FACTory at the same or similar stage to the original submission.

## **7. Outcome**

- 7.1. The AIDC's decisions will be final and no correspondence will be entered into in relation to their deliberations or decisions.
- 7.2. Entrants must direct any questions or comments in relation to the FACTory submissions at [pitch@aidc.com.au](mailto:pitch@aidc.com.au).

## **8. Warranties**

- 8.1. By submitting a project to The FACTory, the producers warrant to AIDC that they own all intellectual property rights in their submission and, that their submission:
  - 8.1.1. is an original, incomplete and unbroadcast nonfiction screen work;
  - 8.1.2. does not infringe the copyright or any other intellectual property rights of any other person;
  - 8.1.3. does not defame or invade the privacy rights of any third party;
  - 8.1.4. does not infringe any other legal rights, regulations or laws.
- 8.2. By submitting a project to The FACTory, the applicant agrees to be bound by the rules and terms and conditions as set out by the Australian International Documentary Conference.
- 8.3. AIDC shall use its best endeavours to treat all submissions confidentially. However, the applicant acknowledges that the applicant's project may potentially receive wide exposure as a result of the submission process.
- 8.4. There is a chance that a number of ideas submitted as part of this program – including the applicant's – may contain subject matter, themes, activity, characters and other material that is similar to other projects submitted to AIDC. The applicant acknowledges that AIDC is not liable in the event that the project submitted by the applicant is in any way similar to a project selected by AIDC for the FACTory or otherwise now or in the future.
- 8.5. The applicant acknowledges that whilst every endeavour will be taken to match financiers with the applicant's project as part of The FACTory decision maker selection process, AIDC does not guarantee that the project will be successful in attracting partnerships/finance.
- 8.6. The applicant agrees that if the applicant's project is selected for the AIDC FACTory pitching event and participation results in a business outcome, the applicant is obliged to acknowledge the support of the AIDC in the credits of the completed project and in all relevant promotional material.

## **9. Liability**

9.1. Except for any liability that cannot by law be excluded including the statutory guarantees under the Competition and Consumer Act 2010 (Cth), AIDC (including their respective officers, employees and agents) 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: (i) any technical difficulties or equipment malfunction; (b) any theft, unauthorised access or third party interference; (iii) any submission or that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Organisers) due to any reason beyond the control of the Organiser; (d) any tax liability incurred by the winner or entrant.

## **10. Data**

10.1. Any information provided in relation to the FACTory that constitutes personal information under the Privacy Act 2001 (Cth) will be governed by the AIDC Privacy Policy located at [http://www.aidc.com.au/user\\_asset/b795/1107](http://www.aidc.com.au/user_asset/b795/1107) and these Terms and Conditions. All applicants agree to be bound by the AIDC Privacy Policy by submitting a project for consideration.

## **11. Miscellaneous**

11.1. These terms and conditions shall be governed by the laws of Victoria, Australia and each entrant submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them.

## **12. The Organisers contact details are:**

12.1. AIDC Ltd ACN 098 558 313 of PO Box 81 Flinders Lane, Melbourne, Victoria, 8009.