



AUSTRALIAN
INTERNATIONAL
DOCUMENTARY
CONFERENCE



STATE OF PLAY Co-Presented by AIDC & Film Victoria

TERMS & CONDITIONS

1. Terms and Conditions

- 1.1. By submitting to State of Play, the applicant agrees to accept and be bound by the following terms and conditions, and acknowledges 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 State of Play should be emailed to: pitch@aidc.com.au

2. Dates

- 2.1. Submissions for State of Play open at 00:01 (AEDT) on 4 November 2020 (Opening Date). Submissions will be accepted until 23:59 (AEDT) 13 December 2020 (Closing Date).
- 2.2. Successful applicants will be notified by the Organisers no later than Thursday 7 January 2021 and will be required to participate in a one-hour virtual information session on Friday 8 January 2021.

3. Applicants

- 3.1. Individuals, teams or companies may apply but must have an ABN to be eligible to receive the Prize.
- 3.2. All employees of AIDC Ltd and any of its subsidiaries and their families are not eligible to submit concepts for State of Play.
- 3.3. All employees of a State or Federal government screen agency and any of its subsidiaries and their families are not eligible to submit concepts for State of Play.
- 3.4. All employees of a broadcaster, or commissioning platform, or any related entities are not eligible to apply.
- 3.5. All employees of online content providers or a related entity are not eligible to apply.
- 3.6. Project/s included in this application that are being developed as a part of, or contribute to, credits for a course of study are not eligible to apply.
- 3.7. 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.
- 3.8. If there is any dispute as to the identity of an applicant, AIDC reserves the right, in their sole discretion, to determine the identity of the applicant.

4. Entry Requirements

- 4.1. State of Play accepts any submission whereby the owner of the Intellectual Property is an Australian citizen or permanent resident.
- 4.2. Applicants must be 18 years of age or over.
- 4.3. Applicants must be the rights holder in the documentary or factual materials provided in the application or have permission to use them.

- 4.4. Submissions must be submitted via State of Play portal.
- 4.5. The Organisers accept no responsibility for submissions not received for any reason.
- 4.6. The Organisers reserve the right, at any time, to verify the validity of the applicant (including an applicant'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.
- 4.7. Selected submissions will be required to work with the developer they are paired with by the Organisers (herein becoming Teams).
- 4.8. Teams will need to provide an agreement signed by both parties outlining a mutual understanding of the distribution of all intellectual property rights developed in the lead up to AIDC as well as the distribution of funds should they be awarded the Prize. This must be provided to AIDC no later than 1 February 2021.
- 4.9. Teams should consist of a minimum of two people, one key factual creative and one member of the game development team.
- 4.10. Each pitch will require one documentary/factual key creative from the Team to pitch the playable Proof of Concept at AIDC alongside one developer. They will be required to be registered to participate in the conference with an All Access Pass (AUD\$450.00 incl. GST). They will need to confirm by purchasing an All Access Pass within a week (7 days) of being notified.
- 4.11. Teams will be required to submit pitch materials totalling no longer than seven (7) minutes as well as a playable proof of concept by 19 February 2021.

5. Intellectual Property Rights

- 5.1. Copyright in each submission remains with the author/s of the entry, subject to this Clause 5.
- 5.2. By submitting to State of Play, the applicant grants the Organisers the right to make their submission available to the State of Play Assessment Committee.
- 5.3. By submitting an idea to State of Play, the 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.
- 5.4. Selected teams will need to provide a signed agreement outlining a mutual understanding of the distribution of all intellectual property rights developed in the lead up to AIDC as well as the distribution of funds should the team be awarded the Prize prior to pitching at AIDC.

6. Unacceptable Entries

- 6.1. Submissions received after the Closing Date and/or which are not in accordance with the applicant and entry requirements set out in Clauses 3 and 4 respectively will not be accepted.

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. Applicants must direct any questions or comments in relation to State of Play submissions to pitch@aidc.com.au.

- 7.3. The AIDC reserves the right to approve final audiovisual deliverables (pitches, playable concepts) and can deny participation in State of Play if these materials do not satisfy requirements including length of AV materials.
- 7.4. The winning proof of concept pitched at AIDC will be awarded the Prize of \$25,000 to further develop the concept as a game. This will be distributed within one week of AIDC to a nominated bank account agreed upon by the Team.
- 7.5. One applicant from the winning Team must have an ABN in order to receive the Prize.
- 7.6. The winning Team will acknowledge both the Australian International Documentary Conference and Film Victoria in its credits.

8. Warranties

- 8.1. By submitting a concept to State of Play, the applicant warrants to AIDC that they own all intellectual property rights in their submission, and that their submission:
 - 8.1.1. is an original 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 concept to State of Play, 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 concept 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 concepts submitted to AIDC. The applicant acknowledges that AIDC is not liable in the event that the concept submitted by the applicant is in any way similar to a concept selected by AIDC for State of Play or otherwise now or in the future.
- 8.5. The applicant agrees that if the applicant's submission is selected for State of Play, the applicant is required to work with the gaming developer selected by AIDC for the duration of the period leading up to and during the pitch at AIDC in 2021.

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 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 Organisers; (d) any tax liability incurred by the winner or applicant.

10. Data

10.1. Any information provided in relation to State of Play that constitutes personal information under the Privacy Act 2001 (Cth) will be governed by the AIDC Privacy Policy located at <https://www.aidc.com.au/privacy-policy/> and these Terms and Conditions. All applicants agree to be bound by the AIDC Privacy Policy by submitting a concept for consideration.

11. Miscellaneous

11.1. These terms and conditions shall be governed by the laws of Victoria, Australia and each applicant 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.

THIS GUIDE WAS UPDATED ON 29 OCTOBER 2020

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