



AUSTRALIAN
INTERNATIONAL
DOCUMENTARY
CONFERENCE



SCREENWORKS

The REGIONALITY Pitch

Co-Presented by AIDC and Screenworks

TERMS & CONDITIONS

1. Terms and Conditions

- 1.1. By applying to submit a project to the REGIONALITY Pitch, 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 REGIONALITY Pitch should be emailed to: pitch@aidc.com.au

2. Dates

- 2.1. Project submissions for the REGIONALITY Pitch open at 11:30 am (AEDT) on 27 March 2021 (Opening Date). Submissions will be accepted until 23:59 pm (AEST) 14 May 2021 (Closing Date).
- 2.2. Shortlisted project applicants will be notified by the Organisers in the second half of May 2021, and their names announced publicly 26 May 2021.
- 2.3. Selected projects will be required to submit their trailers to AIDC by 23:59 AEST 16 June 2021.
- 2.4 Selected projects will be required to participate in the pre-recording of their pitch and trailer by 23:59 AEST 18 June 2021.

3. Applicants

- 3.1. All employees of AIDC Ltd and Northern Rivers Screenworks Inc, including any of their subsidiaries and their families, are not eligible to submit projects for the REGIONALITY Pitch.
- 3.2. 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.
- 3.3. 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. The REGIONALITY Pitch accepts projects from Australians living and working in regional New South Wales.
- 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. The Australian Content Standard defines documentary as 'a program that is a creative treatment of actuality other than a news, current affairs, sports coverage, magazine, infotainment or light entertainment program' See [Australian Communications and Media Authority \(ACMA\) website](#).
- 4.4 Entry is open to documentary features, singles and series at development or production stages.

- 4.5. Short-form, half-hour broadcast singles, multiplatform projects (that do not have a theatrical or broadcast component) and VR/AR projects are not eligible for entry to the REGIONALITY Pitch.
- 4.6. Individuals, teams or companies may apply.
- 4.7. Applicants must be 18 years of age or over.
- 4.8. Entry for each project must be submitted via the REGIONALITY Pitch portal.
- 4.9. The Organisers accept no responsibility for submissions not received for any reason.
- 4.10. The Organiser 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.
- 4.11. Successful participants will be granted up to two complimentary passes per project to participate in the REGIONALITY Pitch and the all-day event.
- 4.12. Successful participants are required to be registered and they will need to confirm by registering 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 in the pre-recorded 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. Selected participants will be required to make themselves available at the specified location for REGIONALITY on 25 June 2021 to take part in the pitch and for meetings with decision makers during the event.
 - 4.15.a. Meetings with international decision makers may occur outside of regular business hours, including early mornings and evenings, and including a date other than 25 June 2021.

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 to the REGIONALITY Pitch, the applicant grants the Organiser the right to make their projects available to the Assessment Committee.
- 5.3. By submitting to the REGIONALITY Pitch, the applicant grants the Organiser the right to publish their pitch and visual footage, as well as submitted project information, in the online AIDC Project Library. Access to the Project Library is granted to Decision Makers at the discretion of the Organiser.
- 5.4. By submitting a project to the REGIONALITY Pitch, the applicant grants to the Organiser and Screenworks 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 and/or Screenworks (print and/or digital).
 - 5.2.2. Press releases announcing shortlisted projects and prize winners.
- 5.5. The Organiser may make an exception to Clause 5.4. for projects seeking media blackouts where necessary. In this instance, the applicant must communicate this in writing to the Organiser within twenty-four hours of being accepted into the REGIONALITY Pitch.

5.6. By submitting a project to the REGIONALITY Pitch, 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 Clauses 3 and 4 respectively will not be accepted.
- 6.2. AIDC will not accept resubmissions of projects previously submitted to The FACTory that remain at the same or similar stage of production.

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 REGIONALITY Pitch submissions to pitch@aidc.com.au.
- 7.3 The AIDC reserves the right to approve final audiovisual deliverables (pitches, trailers, teasers, pre-recorded pitches) and can deny participation in the REGIONALITY Pitch if these materials do not satisfy requirements including length of AV material.

8. Warranties

- 8.1. By submitting a project to the REGIONALITY Pitch, 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 REGIONALITY Pitch, the applicant agrees to be bound by the rules and terms and conditions as set out by the Australian International Documentary Conference (AIDC).
- 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 REGIONALITY Pitch 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 REGIONALITY Pitch 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 REGIONALITY Pitch 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 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. Events of Force Majeure or COVID-19 Event

10.1 Where the Event is cancelled or significantly interrupted due to an Event of Force Majeure or COVID-19 Event (as defined below) the AIDC will require you to submit a pre-recorded pitch to showcase to decision makers by 17:00 AEST 18 June 2021.

10.2 “Event of Force Majeure” means an event or cause which is beyond the reasonable control of the person claiming that an intervening event has occurred including, without limitation, acts or omissions of third party suppliers, fire, flood, earthquake, epidemic, pandemic, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes or lockouts, or quarantine restriction.

10.3 “COVID-19 Event” means an event or cause related to the COVID19 virus, including, without limitation, any government directive (state or federal), outbreak, closure, or quarantine restriction.

11. Data

11.1. Any information provided in relation to the REGIONALITY Pitch 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 project for consideration.

12. Miscellaneous

12.1. 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.

13. The Organisers contact details are:

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

INFORMATION WAS UPDATED ON 26 MARCH 2021.