



2022 AIDC AWARDS TERMS & CONDITIONS

1. Terms and Conditions

- 1.1. By applying to enter a project to the 2022 AIDC Awards, you agree to accept and be bound by the following terms and conditions (“**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 2022 AIDC Awards should be emailed to awards@aidc.com.au
- 1.3. These Terms and Conditions are to be read in conjunction with the AIDC Award Submission Guidelines (“**Guidelines**”)
- 1.4. These Terms and Conditions are subject to change without notice and at the discretion of AIDC.

2. Dates

- 2.1. Entries for the 2022 AIDC Awards open at 9:00 (AEDT) on 4 November 2021 (“**Opening Date**”). Submissions will be accepted until 23:59 (AEDT) 8 December 2021 at the regular submission fee rate of AUD\$175 (GST inclusive) for entries to any of the three Long Form categories and AUD\$100 (GST inclusive) for any one of the three Short Form & Other categories, and until 23:59 pm (AEDT) 15 December 2021 at the late submission fee rate of AUD\$250 (GST inclusive) for Long Form entries and AUD\$200 (GST inclusive) for Short Form & Other entries (“**Late Closing Date**”).
- 2.2. Shortlisted entrants will be notified by AIDC (the “**Organisers**”) in early February 2022, and their names announced publicly in a press release.
- 2.3. Selected entries will be invited to participate in the Awards presentation (“**Awards Ceremony**”) to take place on Wednesday 9 March 2021 at the Australian Centre for the Moving Image, but will not be required to attend.

3. Entrants

- 3.1. All employees of AIDC Ltd and any of its subsidiaries and their families are not eligible to submit projects for the 2022 AIDC Awards.
- 3.2. Each entrant must provide up to date and accurate contact information when they submit their entry to enable the Organiser to contact them for further information or update on the status of the entry before or after the Late Closing Date.
- 3.3. If there is any dispute as to the identity of an entrant, the Organiser reserves the right, in their sole discretion, to determine the identity of the entrant.
- 3.4. Entrants can submit multiple entries of works in the same or different categories.

4. Entry Requirements

- 4.1. The 2022 AIDC Awards accepts entries that are official and unofficial co-productions, including projects that are 100 per cent foreign-funded as long as one key creative, being a producer, director or writer (“**Key Creative**”) is an Australian citizen or permanent resident.



- 4.2. Entrants must hold (or have an exclusive licence to acquire) all necessary intellectual property rights to produce, market and exploit their film (including rights to the underlying work).
 - 4.2.1 Successful entrants may be asked to obtain a Solicitor's Chain of Title Opinion Letter to confirm this prior to the Awards Night.
- 4.3. Entries need to fit one of the six categories defined in the Guidelines or have approval for entry from the Organiser. If an entry does not immediately fit one of the categories outlined above, AIDC will at its discretion offer some flexibility in order to ensure it has a category in which it can be submitted.
- 4.4. Only entries that can demonstrate either a public release within the specified window as defined in the Guidelines or a postponed public release due to COVID-19 will be eligible.
- 4.5. Entries must demonstrate that at least one Key Creative is an AIDC member at the time of submission.
- 4.6. Each entry must be in English or be submitted with English subtitles.
- 4.7. Individuals, teams or companies may apply.
- 4.8. Entrants must be 18 years of age or over.
- 4.9. There is a submission fee between AUD \$100.00 to AUD \$250.00 per submission to cover handling and administration of your entry. This fee is inclusive of GST but exclusive of a 2% credit card fee.
- 4.10. Entry for each project must be submitted via an application form on the [AIDC Awards webpage](#)
- 4.11. The Organisers accept no responsibility for entries not received for any reason.
- 4.12. The Organiser reserves the right, at any time, to verify the validity of entrants (including an entrant's identity and citizenship/residency status) and reserves the right, in its sole discretion, to disqualify any individual or company 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 2022 Awards.
- 4.13. The Organiser reserves the right to determine the final eligibility of a submission in relation to the eligibility criteria set out above.

5. Intellectual Property Rights

- 5.1. By submitting to the 2022 Awards, entrants accept that it is their responsibility to secure clearance from all copyright holders of materials included in the submitted entry.
- 5.2. AIDC reserves the right to disqualify any entry with unauthorised copyrighted materials. Copyright in each submitted project entry remains with the author/s of the entry, subject to this Clause 5.
- 5.3. By submitting to the 2022 AIDC Awards, the entrant grants the Organiser the right to make their projects available to the 2022 AIDC Awards Jury for their nominated category.
- 5.4. By submitting to the 2022 AIDC Awards, the entrant grants the Organiser the right to use their publicity materials should they be shortlisted.



5.5. By submitting a project to the 2022 AIDC Awards, the entrant 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 now known or hereafter devised (including print, digital, radio and social media) in perpetuity. Without limiting the above, each entrant acknowledges and agrees that this includes:

5.5.1. Publication by AIDC (print and/or digital).

5.5.2. Press releases announcing shortlisted entries and prize winners.

5.6. By submitting a project to the 2022 AIDC Awards, each entrant also consents to the Organisers using their name, likeness, image and /or voice in any media in perpetuity without remuneration for the purpose of promoting the Organisers.

6. Unacceptable Entries

6.1. Entries submitted after the final deadline will not be accepted.

6.2. Submissions can be withdrawn from competition prior to the nominations announcement release by contacting the Organiser. No refunds will be given for the withdrawal of a submission.

7. Outcome

7.1. The juries' decisions will be final and no correspondence will be entered into in relation to their deliberations or decisions. Any entrants found to be lobbying adjudicators prior to the 2022 AIDC Awards will be disqualified.

7.2. Entrants must direct any questions or comments in relation to the 2022 AIDC Awards entries to awards@aidc.com.au

8. Deliverables

8.1 The Organisers may request any of the following deliverable from successful entrants:

8.1.1 Downloadable trailer

8.1.2 Downloadable 30 second clip of key scene

8.1.3 Headshot and Bio of award recipients

8.1.4 Still Image from project entry

9. Trophies and Prizes

9.1. Each winning submission will be presented with one trophy. Additional trophies can be purchased by the winning entrant/s.

9.2. Any cash prizes awarded as part of the 2022 AIDC Awards will be deposited to the bank account nominated by the entrant. The account must be Australian and details of the account must be provided to AIDC no more than five (5) business days after the Awards presentation.

10. Warranties

9.1. By submitting a project to the 2022 AIDC Awards, the entrant warrants to AIDC that they own all intellectual property rights in their submission, and that their submission:

9.1.2. does not infringe the copyright or any other intellectual property rights of any other person;



- 9.1.3. does not defame or invade the privacy rights of any third party;
- 9.1. 4 does not have any claims, actions or proceedings pending or threatened in respect of the rights; and
- 9.1.4. does not infringe any other legal rights, regulations or laws.
- 9.2. By submitting a project to the 2022 AIDC Awards, the entrant agrees to be bound by the rules and terms and conditions as set out by the Australian International Documentary Conference.
- 9.3. AIDC shall use its best endeavours to treat all entries confidentially. However, by submitting your application, you release and discharge AIDC, the Organisers and their officers and employees from any breach of confidentiality of whatsoever nature.

10. Liability

- 10.1. 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) is 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.

11. Data

- 11.1. Any information provided in relation to the 2022 AIDC Awards that constitutes personal information under the Privacy Act 2001 (Cth) will be governed by the [AIDC Privacy Policy](#) and these Terms and Conditions. By submitting a project for consideration, all entrants agree to be bound by the AIDC Privacy Policy.

12. 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.

13. The Organisers contact details are:

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

THIS INFORMATION WAS UPDATED ON 4 NOVEMBER 2021.