



AUSTRALIAN
INTERNATIONAL
DOCUMENTARY
CONFERENCE

TERMS & CONDITIONS | THE FACTORY

1. Showcase Information

- 1.1. In 2024, the Australian International Documentary Conference Ltd ('AIDC') will present The FACTory - international pitching showcase for new documentary and factual projects - at AIDC 2024, which will be held in person from 3-6 March 2024 at ACMI in Melbourne, Australia, with an international marketplace taking place online from 7-8 March 2024 ('the Marketplace').
- 1.2. The FACTory International Pitching Showcase consists of:
 - a. Central Showcase - for projects from an established director, producer or team in development or production ; and
 - b. New Talent Showcase - for projects from a director or producer presenting their first major work (feature film, series or single for broadcast or theatrical) in development or production; and
 - c. Rough Cut - for projects in post-production.

(together, '**The FACTory**'
and/or '**the Showcase**')

2. General

- 2.1. By applying to The FACTory, in consideration of the opportunity to participate in the Showcase, the value of which is acknowledged and agreed, all Applicants agree to accept and be bound by the following Terms and Conditions, and acknowledge that failure to comply with them may result in disqualification. Disqualified applicants will not be eligible for refunds.
- 2.2. Any enquiries relating to The FACTory should be emailed to: pitch@aidc.com.au
- 2.3. For the avoidance of doubt, where the Applicant is a team consisting of two or more people, any and all warranties, indemnities, representations, made by the Applicant, and any rights or licences granted are taken to have been made jointly and severally by each member of that team.
- 2.4. In these Terms and Conditions, 'Applicant' shall be a reference to:
- 2.5. in the case of a single-person team, the individual who submits the application and presents the pitch; and in the case of a multi-person team, each member of the team individually, and also the team as a single unit.
- 2.6. AIDC shall use its best endeavours to treat all submissions confidentially. However, the Applicant acknowledges and agrees that due to the nature of the submission process, complete confidentiality is not possible.
- 2.7. The Applicant acknowledges that whilst every endeavour will be taken to match financiers with the applicant's project as part of the Showcase decision maker selection process, AIDC does not guarantee that the project will be successful in attracting partnerships/finance.
- 2.8. The Applicant agrees that if the Applicant's project is selected for The FACTory and participation results in a business outcome, the Applicant is obliged to acknowledge the support of AIDC in the credits of the completed project and in all relevant promotional material.

3. Dates

- 3.1. Applications for The FACTory open at 11:00 am (AEST) on Wednesday 20 September 2023 ('Opening Date'). Submissions will be accepted until 23:59 pm (AEDT) on Wednesday 15 November 2023 at the regular submission fee of AUD \$55 (inc GST), and until 23:59 pm (AEDT) on Tuesday 19 November 2023 at the late submission fee of AUD \$65 (inc GST) ('Closing Date').

- 3.2. Applications that are selected to participate in the Showcase will be notified by AIDC by late December 2023, and announced to the public that month.
- 3.3. Selected applicants will be required to submit their pre-recorded pitch and trailer to AIDC by the date stated in their notification.

4. Applicants

- 4.1. All employees of AIDC and any of its subsidiaries and their families are not eligible to submit projects for The FACTory.
- 4.2. Each applicant must provide up to date and accurate contact information when they submit their application to enable AIDC to contact them for further information, or update on the status of the application before or after the Closing Date.
- 4.3. AIDC will not be liable to refund any fees or monies paid for any applications containing incorrect or inaccurate contact information that directly or indirectly resulted in the applicant's non-participation in the Showcase.
- 4.4. If there is any dispute as to the identity and/or relationships of an applicant, AIDC reserves the right, in its sole discretion, to determine the identity and/or relationships of the Applicant.
- 4.5. AIDC's decision regarding applicant eligibility is in its sole discretion and shall be final.

5. Application Requirements

- 5.1. The FACTory accepts applications to pitch Projects from Australian and International practitioners:
- 5.2. '**Project**' shall mean an audio-visual program in a factual or documentary format intended for broadcast and distribution, which is a creative treatment of actuality other than a news, current affairs, sports coverage, magazine, infotainment or light entertainment program. See the [Australian Communications and Media Authority](#) documentary guidelines for further information. Any reference to a Project in the singular shall also mean Projects in the plural, and vice versa.
- 5.3. Projects must be a combination of one of the following formats and stages: feature films, one-hour singles, or series; in the development, production, or post-production stages.
- 5.4. Applicants must ensure that their Projects comply with all clauses of these Terms and Conditions, especially the Intellectual Property and Warranties clauses, and seek independent legal advice if unsure.
- 5.5. AIDC reserves all rights to reject an application and/or refuse participation in the Showcase, including if, in its sole discretion, it determines that the Project does not fit the requirements outlined above.
- 5.6. Applicants may not submit more than one Project per application as a team. Individual applicants may not submit more than one project per application as an individual. Individual Applicants may be a part of an unlimited number of teams and also submit one Project of their own.
- 5.7. Singles or multi-platform projects that do not have a theatrical or broadcast component, as well as audio documentaries, short form projects and XR/VR/AR/MR projects are not eligible for entry to The FACTory.
- 5.8. Individuals, teams or companies may apply.
- 5.9. Applicants must be 18 years of age or over.
- 5.10. Eligibility for the New Talent Showcase:
 - 5.10.1. The director or producer must be presenting their first major documentary or factual work.
 - 5.10.2. The director or producer may have experience working in XR, online, commercials, fiction, or theatre, and previous credits in these fields will not disqualify them.

- 5.10.3. The director or producer may have experience working in the documentary, factual, or unscripted production, in roles other than their credit on the submitted project (e.g. cinematographer, editor, assistant director, etc.).
- 5.11. Applications for each project must be submitted via The FACTory portal.
- 5.12. Except where it would be a breach of the Australian Consumer Law, the AIDC accepts no responsibility for submissions not received for any reason.
- 5.13. AIDC reserves the right, at any time, to verify the eligibility of entrants and reserves the right, in its sole discretion, to disqualify any individual who AIDC has reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper conduct.
- 5.14. At least one, but no more than two representatives from a selected application are required to purchase a discounted All Access Pass per person to participate in The FACTory. No discount will apply in the event that a representative has purchased an All Access pass at a rate that is lower than an available discounted rate. If there are more than two representatives in a team, any representatives over and above the two representatives who purchase All Access Passes at a discount will be required to purchase All Access Passes at their regular price, unless a different, unrelated discount applies.
- 5.15. At least one, but no more than two representatives from a selected application are required to confirm acceptance of their place in The FACTory in writing, and confirm their purchase an All Access Pass or passes by the date advised in the notification, and provide verified copy and a still image for publication, to the specifications advised by AIDC at the time the applicant is notified of their selection.
- 5.16. In the case that a Financier Trigger (meaning a broadcaster, national or federal funding agency, institute, or Executive Producer, etc) is already involved with the project, their presence in the pitch is highly encouraged. However, such involvement will not influence the selection of the project.
- 5.17. Pitching teams may consist of up to two people, unless a Financier Trigger is part of the pitch team, in which case, up to three people, including the Financier Trigger, may present the pitch.
- 5.18. Selected applications in the Central Showcase or New Talent Showcase will be required to submit a pre-recorded pitch (with trailer included), totalling no longer than 7 minutes, and a separate trailer of up to 3 minutes, in early February 2024 (date to be advised in notifications sent by AIDC).
- 5.19. Selected participants in the Rough Cut Showcase will be required to submit a pre-recorded pitch (with footage included), totalling no longer than 15 minutes, in early February 2024 (date to be advised in notifications sent by AIDC).
- Selected participants will be required to make themselves available for meetings with decision makers during AIDC 2024, which may occur outside of regular business hours, including early mornings and evenings.

6. Intellectual Property Rights

- 6.1. By submitting to The FACTory, the Applicant grants to the AIDC and its officers, licensees, assigns, partners and sponsors ('**AIDC and Associates**') a perpetual, royalty-free, licence-fee free, non-exclusive licence ('**the Licence**') to reproduce, communicate and otherwise use any Submitted Materials, in whole or in part, in any form and in any media now known or hereafter devised, for any AIDC Purposes and Showcase Purposes.
- 6.2. '**Submitted Materials**' shall mean any materials submitted or presented in connection with the Showcase, at any stage of the conference, including but not limited to pitch decks, text, video, still images, audio and the **Full-length Project** (if applicable).
- 6.2.1. '**Full-length Project**' shall mean any Project shown that is in the rough-cut stage or later.
- 6.3. '**AIDC Purposes**' shall mean any promotional and/or publicity and/or reporting purposes directly related to the AIDC and Associates; including but not limited to winner announcements, press releases, annual reports, website publications, social media publications, print and digital media publications and more.

- 6.4. **'Showcase Purposes'** shall mean any purposes necessary for AIDC and Associates to facilitate the Applicant's participation in the Showcase and the conference, which may include but are not limited to:
 - 6.4.1. making the Submitted Materials, including the full-length Project, available to the AIDC FACTory Assessment Committee; and
 - 6.4.2. publishing the Submitted Materials, including the full-length Project, in the online AIDC Project Library; and
 - 6.4.3. granting access to the Project Library to decision makers to view the Project and Submitted Materials.
- 6.5. The Submitted Materials and the Project remain the intellectual property of the author/s.
- 6.6. The Licence granted above excludes the right to reproduce, communicate or otherwise use the full-length Project for any purposes other than the Showcases purposes, unless otherwise agreed in writing.
- 6.7. AIDC may, in its sole discretion, agree to limit the AIDC purposes for projects seeking media blackouts. In this instance, the Applicant must communicate this in writing to AIDC as soon as possible following their confirmation of acceptance into the Showcase.
- 6.8. By submitting a project to the Showcase, the Applicant grants to AIDC the right to use submitted biographical information, and/or images and/or visual and/or sound recordings made in connection with the conference that may include their image and/or likeness and/or voice, in whole or in part, for AIDC Purposes, in any media and in any place now known or hereafter devised, in perpetuity.
- 6.9. By applying to the Showcase, each Applicant irrevocably and perpetually grants the AIDC the right:
 - 6.9.1. to record their live pitch at the relevant AIDC 2024 session for viewing by AIDC 2024 delegates via password protected catch up service, available for a period to be determined in AIDC's discretion, currently anticipated to be 30 days; and
 - 6.9.2. to record their live pitch so that it can be stored in AIDC's organisational archive for research purposes
- 6.10. AIDC may, in its sole discretion, agree to make an exception to Clause 6.9 for projects if requested by the Applicant. In this instance, the Applicant must communicate this in writing to AIDC as soon as possible following their confirmation of acceptance into the Showcase.
- 6.11. Applicants selected to participate in the Showcase will receive surveys and other correspondence from the AIDC requesting progress updates on their Project. Applicants must complete these updates within the specified timeframes. If the Applicant is unable to complete the update for any reason, they must advise the AIDC in writing before the deadline.
- 6.12. **Moral Rights Waiver & Consent**
 - 6.12.1. In granting and/or licensing the rights under these Terms and Conditions, the Applicant hereby waives any and all applicable moral rights (as defined in the Copyright Act 1968 (Cth)) in the Submitted Materials (including, for the avoidance of doubt, the Full-length Project) that may be infringed upon by AIDC and Associates in exploiting the granted and/or licensed rights.
 - 6.12.2. In the event that this waiver is void or unenforceable in any jurisdiction, the Applicant unconditionally and irrevocably consents, for the benefit of everyone throughout the world, to the AIDC and Associates making material alterations to the Submitted Materials (excluding the Full-length Project) without restriction in that jurisdiction in perpetuity including by making changes, alterations, adaptations, re-arrangements, translations into any language, substitutions, deletions or additions to the Submitted Materials in such manner and in all respects as the AIDC and Associates in their sole and absolute discretion shall think fit, for AIDC Purposes.

7. Warranties

- 7.1. By submitting a project to the Showcase, the Applicant hereby represents, warrants and agrees that:
 - 7.1.1. it is fully entitled to enter into this Agreement;

- 7.1.2. it has the clear and unfettered right to grant all the rights it has granted, and licence all the rights it has licenced, and to consent to everything it has provided consent for, under these Terms and Conditions; and
- 7.1.3. it is the owner or exclusive, perpetual licensee of all the rights necessary for the full usage and submission of the Submitted Materials to, and participation of the Project in, the Showcase, the Marketplace and any and all other related activities; and
- 7.1.4. AIDC's exercise of the rights granted and licenced to it in both the Submitted Materials and the Project by the Applicant will not infringe the rights (including intellectual property rights) wheresoever existing of any person or entity; and
- 7.1.5. The project is an original, incomplete and un-broadcast nonfiction screen work; and
- 7.1.6. The Applicant will not pursue any claim against the AIDC and Associates for the use of the Submitted Materials (excluding the Full-length Project) for the AIDC Purposes;
- 7.1.7. The Applicant will not pursue any claim against the AIDC and Associates for the use of the Submitted Materials for the Showcase Purposes.
- 7.1.8. The Applicant is not in breach of any licences, contracts, deeds or other agreements by granting the rights and licences in these Terms and Conditions.
- 7.1.9. the Submitted Materials and the Project will not contain any material which:
 - 7.1.9.1. is defamatory;
 - 7.1.9.2. is in contempt of any court or parliament
 - 7.1.9.3. constitutes an unlawful invasion of the privacy of any person;
 - 7.1.9.4. unlawfully breaches any confidence; or
 - 7.1.9.5. is in breach of any law or regulation.

8. Liability

- 8.1. Except for any liability that cannot by law be excluded, including the statutory guarantees under the Competition and Consumer Act 2010 (Cth), AIDC and Associates are not responsible for and, as far as legally possibly, 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:
 - 8.1.1. any technical difficulties or equipment malfunction;
 - 8.1.2. any theft, unauthorised access or third party interference;
 - 8.1.3. any submission that is late, lost, altered, damaged or misdirected (whether or not after their receipt by AIDC) due to any reason beyond the control of AIDC;
 - 8.1.4. any tax liability incurred by the winner or entrant.
- 8.2. The Applicant acknowledges that there is a chance that Projects submitted to the Showcase may contain subject matter, themes, activity, characters and other material that is similar to other Projects . The applicant acknowledges and agrees 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 Showcase or otherwise now or in the future.

9. Indemnity

- 9.1. The Applicants individually (and in the case of teams, jointly and severally) indemnify and at all times will keep AIDC and Associates indemnified from and against all costs, damages or expenses incurred by AIDC and Associates in defending and/or settling any actions, suits, proceedings, claims or demands made or brought against AIDC and/or Associates as a result or a consequence of any breach or non-performance of any or all of the agreements, representations, undertakings and/or Warranties of the Applicants in these Terms and Conditions. This clause will survive the expiration and/or termination of these Terms and Conditions for any reason.

10. Unacceptable Entries

- 10.1. Applications received after the Closing Date and/or which are not in accordance with the Applicant and application requirements set out above will not be accepted.

10.2. AIDC will not accept resubmissions of Projects previously submitted to The FACTory that remain at the same or a similar stage of production.

11. Outcome

11.1. AIDC's decisions shall be at its sole discretion and shall be final and no correspondence will be entered into in relation to its deliberations or decisions.

11.2. Entrants must direct any questions or comments in relation to The FACTory submissions to pitch@aidc.com.au.

11.3. AIDC reserves the right to approve final audiovisual deliverables (pitches, trailers, slides, teasers, rough cut footage) and can deny participation in The FACTory if these materials do not satisfy requirements.

11.4. AIDC reserves the right to determine in which showcase (Central Showcase, New Talent Showcase or Rough Cut Showcase) selected applications will be presented.

12. Data

12.1. Any information provided in relation to The FACTory that constitutes personal information 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.

13. Miscellaneous

13.1. 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.

14. AIDC's contact details are:

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

THIS INFORMATION WAS UPDATED ON 19 SEPTEMBER 2023