

2024 AIDC AWARDS TERMS & CONDITIONS

1. General

1.1 In 2024, the Australian International Documentary Conference Ltd ('The Organiser' or 'AIDC') will present The 2024 AIDC Awards - which recognise outstanding work of new Australian documentary and factual content.

1.2 The 2024 AIDC Awards cover six categories:

- a) Best Feature Documentary
- b) Best Documentary/Factual Series
- c) Best Documentary/Factual Single
- d) Best Short-Form Documentary
- e) Best Audio Documentary
- f) Best Interactive/Immersive Documentary

(together, 'The 2024 AIDC Awards' or
'the AIDC Awards')

2. Terms and Conditions

- 2.1. By applying to enter a project to the 2024 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.
- 2.2. Any enquiries relating to the 2024 AIDC Awards should be emailed to awards@aidc.com.au.
- 2.3. The 2024 AIDC Award Submission Guidelines ("**Guidelines**"), included at Schedule 1, form part of these Terms and Conditions
- 2.4. These Terms and Conditions are subject to change without notice and at the discretion of AIDC.
- 2.5. 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.
- 2.6. In these Terms and Conditions, 'Applicant' shall be a reference to:
 - 2.6.1. in the case of a single-person team, the individual who submits the application; and
 - 2.6.2. in the case of a multi-person team or a company, each member of the team individually, and also the team as a single unit.



3. Dates

- 3.1. Submissions for the 2024 AIDC Awards open on Wednesday 4 October 2023 at 9:00 (AEDT) ("**Opening Date**").
- 3.2. Submissions will be accepted until Wednesday 8 November 2023 at 23:59 (AEDT):
 - 3.2.1. at a fee of AUD\$185 (GST inclusive) for any of the three Long Form (Feature, Series & Single) categories; and
 - 3.2.2. at a fee of AUD\$110 (GST inclusive) for any of the three Short Form & Other categories (Short Form, Audio & Interactive/Immersive); ("**Regular Closing Date**"):
- 3.3. Submissions will be accepted until Wednesday 15 November 2023 at 23:59 pm (AEDT) at the late fee of:
 - 3.3.1. AUD\$280 (GST inclusive) for the three Long Form categories; and
 - 3.3.2. AUD\$175 (GST inclusive) for the three Short Form & Other categories ("**Late Closing Date**").
- 3.4. A selection from the submitted projects will be shortlisted as nominees for each of the six categories and will be notified by AIDC in mid-February 2024, and their projects and names associated with the nominated projects announced to the public via a press release and other forms of public communication.
- 3.5. Representatives of the nominated projects will be invited to participate in the Awards presentation ("**Awards Presentation**") at ACMI (formerly the Australian Centre for the Moving Image), but will not be required to attend.
- 3.6. The Awards Presentation is currently anticipated to take place on Wednesday 6 March 2024, but this date is subject to change, without prior notice and in AIDC's sole discretion.

4. Submissions

- 4.1. All employees of AIDC Ltd and any of its subsidiaries and their families are not eligible to apply for the 2024 AIDC Awards.
- 4.2. Each submission must provide up-to-date and accurate contact information when they submit their project to enable the Organiser to make contact to seek further information or an update on the status of the project before or after the Late 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 of an individual, team or company that provides a submission, the AIDC reserves the right, in its sole discretion, to determine the identity of the individuals, group or company, and AIDC's decision shall be final
- 4.5. Individuals, teams and companies can submit multiple entries of works in the same or different categories.
- 4.6. Each project submitted incurs a separate submission fee.

5. Submission Requirements

- 5.1. The 2024 AIDC Awards accepts submissions for projects that are official and unofficial co-productions, including projects that are 100 percent foreign-funded as long as one key creative, being a producer, director or writer (“**Key Creative**”) is an Australian citizen or permanent resident.
- 5.2. Individuals, groups or companies who submit a project must hold (or have an unlimited, perpetual, exclusive licence to) all intellectual property rights in and to the project, its components and any underlying work.
 - 5.2.1 Projects may be asked to obtain a Solicitor’s Chain of Title Opinion Letter and/or copyright clearance report prior to the Awards Presentation.
- 5.3. Submitted projects 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 may, in its sole discretion, offer some flexibility in order to ensure it has a category in which it can be submitted. AIDC’s decision shall be final.
- 5.4. Submissions must demonstrate either:
 - 5.4.1. a public release within the specified window as defined in the Guidelines; or
 - 5.4.2. a postponed public release due to COVID-19.
- 5.5. Project eligibility is at the sole discretion of AIDC and AIDC’s decision shall be final
- 5.6. Submissions must demonstrate that at least one Key Creative is an AIDC member at the time of lodging their submission by indicating this on your application. This will be verified by AIDC and a completed membership form plus payment may be required.
- 5.7. Each entry must be spoken in English or be submitted with English subtitles.
- 5.8. Individuals, teams or companies may apply.
- 5.9. Entrants must be 18 years of age or over.
- 5.10. The submission fee covers the handling and administration of your submission and is inclusive of GST. A 2% credit card fee will be added at payment checkout.
- 5.11. Submissions for each project must be made via an application form on the [AIDC Awards webpage](#).
- 5.12. The Organiser accepts no responsibility for submissions not received for any reason.
- 5.13. The Organiser reserves the right, at any time, to verify the validity of submissions (including an entrant’s identity and citizenship/residency status) and reserves the right, in its sole discretion, to disqualify any individual, team or company who the Organiser believes has breached any of these Terms & Conditions or engaged in any unlawful or other improper conduct.

6. Intellectual Property Rights

- 6.1 By providing a submission to the 2024 AIDC Awards, individuals, teams and companies agree to secure clearance from all copyright holders of materials included in the submitted entry, and to indemnify and hold AIDC harmless for any breach of third-party copyright as a result of the film being submitted to the AIDC Awards.
- 6.2 AIDC reserves the right to disqualify any entry with unauthorised copyrighted materials



- 6.3 Copyright in each submitted project entry remains with the author/s of the entry, subject to this Clause 6.
- 6.4 By submitting to The 2024 AIDC Awards, the Applicant grants to 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 Awards Purposes.
- 6.4.1 For the purposes of these Terms and Conditions, ‘Awards Purposes’ shall mean any purposes necessary for the submission to and participation of the project in the 2024 AIDC Awards, including any screenings, awards ceremonies, and other uses of the project for the purposes of the AIDC Awards.
- 6.4.2 For the purposes of these Terms and Conditions, ‘AIDC and Associates’ shall mean the AIDC and its officers, licensees, assigns, partners and sponsors.
- 6.4.3 For the purposes of these Terms and Conditions, the “Submitted Materials” shall mean any text and/or audio and/or visual and/or audio-visual materials submitted by the Applicant in connection with the 2024 ADIC Awards.
- 6.5 By submitting to the 2024 AIDC Awards, the entrant grants the Organiser the right to make their projects available to the 2024 AIDC Awards Jury for their category.
- 6.6 By submitting a project to The AIDC Awards, applicants grant to the AIDC a non-exclusive, royalty free, licence-free fee, perpetual licence to use, publish, reproduce, communicate and reprint the Submitted Materials, in whole or in part, on a worldwide basis through all media now known or later devised (including print, digital, radio and social media).
- 6.6.1 Without limiting the above, each entrant acknowledges and agrees that the uses permitted above include: 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.
(**“AIDC Purposes”**).
- 6.7 By submitting a project to the 2024 AIDC Awards, each individual, team and company also consents to the Organiser using their biographical information, name and/or likeness and/or image and/or voice in any media (now known or later devised) in perpetuity, without remuneration, for AIDC Purposes.
- 6.8 Moral Rights Waiver & Consent:
- 6.8.1 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 project itself) that may be infringed upon by AIDC and Associates in exploiting rights granted and/or licensed under these Terms and Conditions.

- 6.8.2 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 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. Unacceptable Entries

- 7.1 Entries submitted after the Late Closing Date will not be accepted.
- 7.2 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.

8. Outcome

- 8.1 The juries' decisions will be final and no correspondence will be entered into in relation to their deliberations or decisions. If, in its sole discretion, AIDC finds that any individuals, teams or companies were lobbying adjudicators at any time, any submissions by those parties will be disqualified.
- 8.2 Any questions or comments in relation to the 2024 AIDC Awards are to be directed to awards@aidc.com.au.

9. Deliverables

- 9.1 The Organiser may request any of the following deliverables for and from nominated projects:
- 9.1.1 Downloadable 30 second clip (without titles or branding)
 - 9.1.2 Downloadable 30 second acceptance speech
 - 9.1.3 Headshot and bio of winning recipients
 - 9.1.4 Still images from the project

("Deliverables")

10. Trophies and Prizes

- 10.1 Each awarded project will be presented with one trophy. Additional trophies can be purchased by the award recipient/s or their representatives at their expense.
- 10.2 Any cash prizes awarded as part of the 2024 AIDC Awards will be deposited to the bank account nominated by the award recipient after the Awards Presentation. The account

must be held in Australia and details of the account must be provided to AIDC no more than five (5) business days after the Awards Presentation.

11. Warranties

- 11.1 By submitting a project to the Showcase, the Applicant hereby represents, warrants and agrees that:
 - 11.1.1 it is fully entitled to agree to these Terms and Conditions; and
 - 11.1.2 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
 - 11.1.3 it is the owner or exclusive, perpetual, worldwide licensee of all the rights necessary for the full usage and submission of the Submitted Materials to, and participation of the Project in, the AIDC Awards and any and all other related activities; and
 - 11.1.4 AIDC's exercise of the rights granted and licensed to it in 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;
- 11.2 The Applicant indemnifies AIDC and shall hold AIDC harmless against any claims or cause of action against the AIDC that occurs in any way, however so remote, as a result of the project being connected to the 2024 AIDC Awards;
- 11.3 The Applicant will not pursue any claim against the AIDC and Associates for the use of the Submitted Materials for the AIDC Purposes or Awards Purposes;
- 11.4 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.
- 11.5 The Submitted Materials and the Project will not contain any material which:
 - 11.5.1 is defamatory;
 - 11.5.2 is in contempt of any court or parliament
 - 11.5.3 constitutes an unlawful invasion of the privacy of any person;
 - 11.5.4 unlawfully breaches any confidence; or
 - 11.5.5 is in breach of any law or regulation.
- 11.6 AIDC shall use its best endeavours to treat all entries confidentially. However, by submitting an application, Applicants unconditionally release and discharge AIDC, the Organisers and their officers and employees from any breach of confidentiality whatsoever.

12. Liability

- 12.1 Except for any liability that cannot by law be excluded, including the statutory guarantees under the Competition and Consumer Act 2010 (Cth), AIDC (including its respective officers, employees and agents) is not responsible for and, as far as legally possible, excludes 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:

- (a) any technical difficulties or equipment malfunction
- (b) any theft, unauthorised access or third-party interference
- (c) any submission that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Organiser) due to any reason beyond the control of the Organiser; and
- (d) any tax liability incurred by the winner or entrant.

- 12.2 The Applicant acknowledges that there is a chance that Submitted Materials may contain subject matter, themes, activity, characters and other material that is similar to other Applicants' Submitted Materials. The Applicant acknowledges and agrees that AIDC is not liable, now or in the future, in the event that the Applicant's Submitted Materials are in any way similar to another Applicant's Submitted Materials.

13. Indemnity

- 13.1 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.

14. Data

- 14.1 Any information provided in relation to the 2024 AIDC Awards that constitutes personal information under the Privacy Act 2001 (Cth) will be governed by the [AIDC Privacy Policy](#) and these Terms & Conditions. By submitting a project for consideration, all entrants agree to be bound by the AIDC Privacy Policy.

15. Miscellaneous

- 15.1 These Terms & Conditions shall be governed by the laws of Victoria, Australia and each Applicant submits to the jurisdiction of the courts of Victoria, Australia.

16. The Organiser's contact details are:

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

THIS INFORMATION WAS UPDATED OCTOBER 2023.