



AIDC 2024 - THE SHOWROOM Terms and Conditions

1. General

- 1.1. In 2024, the Australian International Documentary Conference Ltd (“**AIDC**”) will arrange a program entitled “**The Showroom**”: a limited series of curated meetings connecting Australian production companies with Decision Makers to pitch a slate of new documentary and factual projects.
- 1.2. **The Showroom** shall occur during AIDC 2024, which will be held in person from 3-6 March 2024 (AEDT at ACMI in Melbourne, Australia).
- 1.3. **The Showroom** meetings will be scheduled between Decision Maker guests representing international organisations attending AIDC 2024 in-person, and representatives from selected established Australian production companies.

(the meetings, individually and the broader program, collectively, “**The Showroom**”)

- 1.3.1. In these Terms and Conditions, “**Established Australian screen production companies**” means a screen production company with a trading address in an Australian state or territory, that has a slate of projects in development, and a catalogue of documentary and/ or factual projects that have been broadcast on a television or streaming service, festival or theatrical (cinema) setting.
- 1.3.2. In these Terms and Conditions, “**Decision Maker**” means an individual who can provide both financial and non-financial support for documentary and factual content either through commissioning, acquisition, funding, investment, co-production or professional development programs.
- 1.3.3. By applying to **The Showroom**, you (the “**Applicant**”) agree to be bound by these Terms and Conditions, and acknowledge that failure to comply with them may result in disqualification. All national and local laws and regulations shall apply.
- 1.4. In these Terms and Conditions, “**Applicant**” shall mean:
 - 1.4.1. the individual who submits the application on behalf of the production company; and
 - 1.4.2. each representative of the production company who will participate in **The Showroom** meetings (minimum two (2) representatives) individually, and also the team as a single unit.
- 1.5. In these Terms and Conditions, “**Slate**” shall mean a collection of Projects (minimum three (3) Projects) that the Applicant will include as part of their application for **The Showroom** and potentially present to Decision Makers if selected for meetings.
- 1.5. In these Terms and Conditions, “**Project**” shall mean a singular work of screen based documentary or factual content. Each Applicant must submit a minimum of three (3) Projects and up to five (5) Projects as part of their application. Projects that have been submitted to other competitions and programs during AIDC 2024 will be eligible for **The Showroom**.
- 1.6. Any enquiries relating to **The Showroom** should be emailed to pitch@aidc.com.au.



- 1.7. The AIDC 2024 [The Showroom Submission Guidelines](#) (“Guidelines”) form part of these Terms and Conditions.
- 1.8. These Terms and Conditions are subject to change without notice and are at the discretion of the AIDC.

2. Dates

- 2.1. Applications for **The Showroom** open on **Wednesday 22 November 2023** at 9:00 AEDT and close on **Friday 22 December 2023** at 23:59 AEDT.
- 2.2. It is free to submit an Application, however if selected, Applicants are required to purchase an AIDC 2024 Business Pass for all members participating in **The Showroom** with a minimum two (2) participants required per production company.
 - 2.2.1. AIDC 2024 Business Pass - AUD \$1,250 (GST inclusive)
- 2.3. For more information about, and to make a purchase of a Business Pass, please go to [AIDC Passes](#).
- 2.4. Applications received after the closing date of Friday 22 December 2023 at 23:59 AEDT are ineligible and cannot be considered.
- 2.5. **The Showroom** meetings are scheduled to be held in person in Melbourne between Sunday 3 and Wednesday 6 March 2024 (AEDT). This date is subject to change, without prior notice and in AIDC’s sole discretion. Once made, meeting times and locations cannot be altered.
- 2.6. Applicants will be provided with details of their meetings, including: date, time, format and participants at least two (2) weeks prior to their first meeting.
- 2.7. Applicants with accessibility requirements should contact AIDC upon purchase of their Business Pass by email pitch@aidc.com.au

3. Applicants

- 3.1. All employees of the AIDC and any of its subsidiaries and their immediate families are not eligible to submit a slate of projects for **The Showroom**.
- 3.2. 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 them on the status of the application before or after the Closing Date.
- 3.3. The AIDC reserves the right, in its sole discretion, to determine the identity of the individuals, group or company, and the AIDC’s decision shall be final.
- 3.4. Individuals and teams representing companies, and companies may apply.
- 3.5. Applicants must be 18 years of age or over.



4. Application Requirements

- 4.1. **The Showroom** accepts Applications from representatives of established Australian production companies with a slate of a minimum of three (3) projects and a maximum of five (5) projects.
- 4.2. Applicants must be the one hundred percent (100%) rights holder in the submitted Projects and must own, or hold perpetual, worldwide, unlimited, licence fee-free, royalty-free licences to, all intellectual property depicted in the film /or have the rights to pitch the projects and the consent from the rights holders
- 4.3. Applicant projects included in the submission (minimum of three (3) Projects and up to five (5) Projects) need to be clearly recognised as factual or documentary formats. 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. Applications are open to Projects that are:
 - 4.4.1. feature films,
 - 4.4.2. singles,
 - 4.4.3. series,
 - 4.4.4. formats
 - 4.4.5. at development and production stages.
- 4.5. Applications shall be made via **The Showroom** portal.
- 4.6. AIDC accepts no responsibility for applications not received for any reason.
- 4.7. AIDC reserves the right, at any time, to verify the validity 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.
- 4.8. All Applicants acknowledge and agree that applying to **The Showroom** is a competitive application process with limited placements available and does not guarantee selection or participation. Such decisions shall be in AIDC’s sole discretion and shall be final. No correspondence will be entered into in relation to their deliberations or decisions.
- 4.9. Successful Applications will be reviewed by AIDC and will be recommended to decision makers based on their suitability. Both the Decision Maker and the production company must mutually request to meet in order for a scheduled meeting to be confirmed.
- 4.10. Successful applicants and production companies will be announced publicly through AIDC’s communication channels via media release, eNewsletter, website and social media.



5. Intellectual Property Rights

- 5.1. By applying to **The Showroom** the Applicant grants AIDC the right to privately publish, use, reproduce and communicate their submitted project information and materials in the password-protected online AIDC Showroom Gallery ("**Project Materials**"). Access to the Showroom Gallery is granted to limited decision makers at the discretion of AIDC.
- 5.2. For the avoidance of doubt, Project Materials shall include any text and/or audio and/or visual and/or audio-visual materials submitted by the Applicant in connection with **The Showroom** including biographical information about the Applicants.
- 5.3. By applying to **The Showroom**, each individual grants to AIDC an irrevocable, perpetual, worldwide, licence-fee free, royalty-free licence to use and share images and recordings made during the conference that may include their image and/or voice and/or likeness, in whole or in part, for any promotional and/or publicity and/or reporting purposes directly related to AIDC and Associates in any format and any media, now known or hereafter devised, throughout the world and in perpetuity ("**AIDC Purposes**").
- 5.4. For the purposes of these Terms and Conditions, "**AIDC and Associates**" shall mean the AIDC and its officers, licensees, assigns, partners and sponsors.
- 5.5. For the purposes of these Terms and Conditions, "**Showroom Purposes**" shall mean any purposes necessary for the submission to and participation of the Applicant and the Project in **The Showroom**, including addition to an online Showroom Gallery for viewing by Decision Makers only.

6. Moral Rights Waiver & Consent:

- 6.1. 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 Project that may be infringed upon by AIDC in exploiting rights granted and/or licensed to it under these Terms and Conditions. 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 making material alterations to the 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 Project in such manner and in all respects as the AIDC in its sole and absolute discretion shall think fit, for AIDC Purposes.

7. Meetings

- 7.1. Timing and scheduling of meetings is at AIDC's discretion and subject to the availability of the Decision Maker.
- 7.2. The Applicant acknowledges that, due to the nature of the conference, there may be interruptions to in-person meetings scheduled from Sunday 3 to Wednesday 6 March 2024 (AEDT).



- 7.3. In the event of an interruption to a successful Applicants' meeting, AIDC will endeavour to reschedule the meeting or to move it online, however, Applicants agree that this may not be successful.
- 7.4. If a meeting is canceled by any party, AIDC does not guarantee that it will be rescheduled.

8. Purpose and Outcomes

- 8.1. **The Showroom** program exists for the purposes of facilitating meetings between selected Applicants and Decision Makers.
- 8.2. AIDC does not guarantee any outcomes from **The Showroom** meetings.
- 8.3. Decision Makers are under no obligation to provide contact information, funding, connections or assist the Applicant in any way.
- 8.4. No statements, undertakings, representations, warranties, or suggestions given or made by the Decision Maker shall be attributable to AIDC or its authorised officers.
- 8.5. AIDC cannot be held liable for any behaviour, statements or communications by Decision Makers.
- 8.6. Any arrangements or agreements made between the Decision Maker and successful Applicants shall be solely between those parties and shall not include AIDC unless specified.

9. Warranties

- 9.1. In submitting projects to **The Showroom** the Applicant warrants to AIDC that:
 - 9.1.1.1. they have full legal right, power and authority to agree and give full effect to these Terms and Conditions;
 - 9.1.1.2. they intend to, and agree to, be bound by these Terms and Conditions;
 - 9.1.1.3. the Project Materials and the Project will not contain any material which:
 - 9.1.1.4. is defamatory;
 - 9.1.1.5. is in contempt of any court or parliament
 - 9.1.1.6. constitutes an unlawful invasion of the privacy of any person;
 - 9.1.1.7. unlawfully breaches any confidence;
 - 9.1.1.8. is in breach of any law or regulation;
 - 9.1.1.9. infringes upon or violates any intellectual property rights (including moral rights) of any person or entity; and
 - 9.1.1.10. does not infringe upon or violate any other right of any person or entity; and shall not be in breach of any regulations or laws.



- 9.1.2. that the Projects are original and non-infringing; and that the use of the Projects in accordance with this Licence will not violate the rights (including copyright and moral rights) of any third party.
- 9.1.3. there are no claims or litigation pending or threatened which may adversely affect the Applicant's rights or title as conveyed in this Agreement, or which if sustained, would be contrary to the Applicant's warranties, representations and agreements contained in this Agreement.
- 9.1.4. The Applicant will not pursue any claim against the AIDC and Associates for the use of the Project Materials for the AIDC Purposes or The Showroom Purposes.
- 9.1.5. 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.

10. Liability

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

- (i) any technical difficulties or equipment malfunction;
- (ii) 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 AIDC) due to any reason beyond the control of AIDC.

11. Indemnity

- 11.1. 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 by the Applicants in these Terms and Conditions. This clause will survive the expiration and/or termination of these Terms and Conditions for any reason.
- 11.2. The Applicants individually (and in the case of teams, jointly and severally) indemnify 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 Showroom**.



AUSTRALIAN
INTERNATIONAL
DOCUMENTARY
CONFERENCE

12. Data

- 12.1. Any information provided in relation to **The Showroom** 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.
- 12.2. 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 Applicant submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them.

14. AIDC's contact details are:

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