



DOC.LAB.INTERACT

An interactive documentary storytelling Lab with leading Australian interactive artists Ben Joseph Andrews and Emma Roberts

Presented by AIDC and VicScreen

TERMS & CONDITIONS

1. General

- 1.1. In 2024, the Australian International Documentary Conference Ltd (“The Organiser” or “**AIDC**”) will arrange a program entitled “**Doc.Lab.Interact**”: an interactive documentary storytelling initiative which is comprised of a 2 hour workshop, 2 x 1:1 mentoring sessions and a pre-recorded practice pitch.
- 1.2. The **Doc.Lab.Interact** workshop will occur during AIDC 2024, which will be held in person on Sunday 3 March 2024 (AEDT at ACMI in Melbourne, Australia) plus additional online 1:1 meetings prior to and post the workshop.
- 1.3. **Doc.Lab.Interact** pre-workshop meetings and post-workshop meetings will be scheduled between workshop producers and representatives from selected workshop applicants.

(the workshop, meetings individually and the broader program, collectively, “**Doc.Lab.Interact**”)
- 1.4. By applying to **Doc.Lab.Interact**, 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.
- 1.5. In these Terms and Conditions, “**Applicant**” shall mean:
 - 1.5.1. the individual who submits the application on behalf of the project and/or project team; and
 - 1.5.2. each representative of the project who will participate in **Doc.Lab.Interact** and also the team as a single unit. Any enquiries relating to Doc.Lab.Interact should be emailed to: info@aidc.com.au
- 1.6. In these Terms and Conditions, “**Project**” shall mean a singular work of screen based documentary or factual content. Projects that have been submitted to other competitions and programs during AIDC 2024 will be eligible for **Doc.Lab.Interact**
- 1.7. Any enquiries relating to **Doc.Lab.Interact** should be emailed to info@aidc.com.au.
- 1.8. The AIDC 2024 [Doc.Lab.Interact Submission Guidelines](#) (“**Guidelines**”) form part of these Terms and Conditions.
- 1.9. These Terms and Conditions are subject to change without notice and are at the discretion of the AIDC.

2. Dates

- 2.1. Applications for **Doc.Lab.Interact** open on **Wednesday 10 January 2024** at 9:00 AEDT and close on **Thursday 1 February 2024** at 23:59 AEDT.
- 2.2. It is free to submit an Application, however if selected, Applicants are required to purchase (at minimum) an [AIDC 2024 Sunday Pass](#) for all members participating in **Doc.Lab.Interact** with a minimum of one (1) participant and a maximum of two (2) participants per selected project. Consideration may be given to participants who need to participate virtually upon written approval.
- 2.3. Sunday Day Pass prices are as follows:
 - 2.3.1. AIDC 2024 Sunday Pass - AUD \$270 (GST inclusive)
 - 2.3.2. AIDC 2024 Online Sunday pass - AUD \$180 (GST inclusive)
- 2.4. For more information about, and to make a purchase of a Sunday Pass, please go to [AIDC Passes](#).
- 2.5. Applications received after the closing date of **Thursday 1 February 2024** at 23:59 AEDT are ineligible and cannot be considered.
- 2.6. Applicants who are selected to participate in the program will be notified by the Organisers no later than **Monday 5 February 2024**.
- 2.7. Applicants who are selected to participate in the program must confirm participation to the Organisers no later than **Wednesday 7 February 2024**.
- 2.8. Selected applicants will be required to take part in a two (2) hour workshop at AIDC 2024 on **Sunday 3 March 2024** (AEDT) to be held in Melbourne at ACMI, Fed Square. If a selected applicant is unable to attend in person they are required to notify AIDC in writing as soon as possible to request virtual participation.
- 2.9. Applicants with accessibility requirements should contact AIDC upon purchase of their Sunday Pass by email info@aidc.com.au

3. Applicants

- 3.1. All employees of AIDC Ltd and any of its subsidiaries and their families are not eligible to submit an application for **Doc.Lab.Interact**.
- 3.2. All employees of a State or Federal government screen agency and any of its subsidiaries and their families are not eligible to apply.
- 3.3. All employees of a broadcaster, or commissioning platform, or any related entities are not eligible to apply.
- 3.4. All employees of online content providers or a related entity are not eligible to apply.

- 3.5. Project/s included in this application that are being developed as a part of, or contribute to, credits for a course of study are not eligible to apply.
- 3.6. 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.
- 3.7. The AIDC reserves the right, in its sole discretion, to determine the identity of the applicant(s), and the AIDC's decision shall be final.
- 3.8. Applicants must be 18 years of age or over.

4. Application Requirements

- 4.1. **Doc.Lab.Interact** accepts applications whereby the owner of the Intellectual Property is an Australian citizen or permanent resident.
- 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 project /or have the rights to pitch the projects and the consent from the rights holders
- 4.3. Applications must be submitted via the Doc.Lab.Interact portal.
- 4.4. AIDC accepts no responsibility for applications not received for any reason.
- 4.5. AIDC reserves the right, at any time, to verify the validity of the applicant (including an applicant's identity and citizenship status) 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.
- 4.6. All Applicants acknowledge and agree that applying to **Doc.Lab.Interact** 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.
- 4.7. Select participants must be available to attend the Doc.Lab.Interact workshop (either in-person or online) on **Sunday 3 March 2024**.

5. Intellectual Property Rights

- 5.1. By applying to **Doc.Lab.Interact** 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 Doc.Lab.Interact Gallery ("**Project Materials**"). Access to the Doc.Lab.Interact Gallery is granted to the Doc.Lab.Interact selection panel at the discretion of the 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 **Doc.Lab.Interact** including biographical information about the Applicants.

- 5.3. By applying to **Doc.Lab.Interact**, 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, "**Doc.Lab.Interact Purposes**" shall mean any purposes necessary for the submission to and participation of the Applicant and the Project in **Doc.Lab.Interact**, including addition to an online Doc.Lab.Interact Gallery for viewing by Selection Panellists 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. Outcome

- 7.1. AIDC's decisions will be final and no correspondence will be entered into in relation to their deliberations or decisions.
- 7.2. AIDC reserves the right to approve final audiovisual deliverables (pitches, playable concepts) and can deny participation in Doc.Lab.Interact if these materials do not satisfy requirements including length of AV materials.

8. Warranties

- 8.1. In submitting projects to **Doc.Lab.Interact** the Applicant warrants to AIDC that:
 - 8.1.1.1. they have full legal right, power and authority to agree and give full effect to these Terms and Conditions;
 - 8.1.1.2. they intend to, and agree to, be bound by these Terms and Conditions;
 - 8.1.1.3. the Project Materials and the Project will not contain any material which:
 - 8.1.1.4. is defamatory;
 - 8.1.1.5. is in contempt of any court or parliament
 - 8.1.1.6. constitutes an unlawful invasion of the privacy of any person;

- 8.1.1.7. unlawfully breaches any confidence;
 - 8.1.1.8. is in breach of any law or regulation;
 - 8.1.1.9. infringes upon or violates any intellectual property rights (including moral rights) of any person or entity; and
 - 8.1.1.10. 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.
- 8.1.2. 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.
- 8.1.3. 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.
- 8.1.4. The Applicant will not pursue any claim against the AIDC and Associates for the use of the Project Materials for the AIDC Purposes or Doc.Lab.Interact Purposes.
- 8.1.5. 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.

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;
 - (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 the Organisers) due to any reason beyond the control of the Organisers;

10. Indemnity

- 10.1. 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.

- 10.2. 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 **Doc.Lab.Interact**.

11. Data

- 11.1. Any information provided in relation to Doc.Lab.Interact that constitutes personal information under the Privacy Act 1988 (Cth) will be governed by the AIDC Privacy Policy located at <https://www.aidc.com.au/privacy-policy/> and these Terms and Conditions.
- 11.2. 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 applicant 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.

UPDATED JANUARY 2024.