



## AIDC 2025 - AUSTRALIAN X CANADIAN CO-PRODUCTION MARKET Terms and Conditions

### 1. General

1.1. In 2025, the Australian International Documentary Conference Ltd (“**AIDC**”) will arrange a program entitled the “**Australian x Canadian Co-Production Market**”: a series of curated meetings connecting Australian producers and their representative established Australian screen production companies with Canadian producers and their representative established Canadian screen production companies to pitch and take pitches for potential co-production projects and collaborative financing opportunities for new documentary and factual projects.

1.2. The **Australian x Canadian Co-Production Market** shall occur during AIDC 2025, which will be held in person from 2-5 March 2025 (AEDT at ACMI in Melbourne, Australia).

1.3. The **Canadian Co-Production Market** meetings will be scheduled between participating Canadian producers attending AIDC 2025 as part of the official Canadian delegation presented by the Consulate General of Canada in Sydney with the support of Telefilm and the Indigenous Screen Office (ISO) (“official Canadian delegation”), and selected producers from established Australian screen production companies.

(the meetings, individually and the broader program, collectively, “**Australian x Canadian Co-Production Market**”)

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 documentary and/ or factual project in development for potential international co-production 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, “**Established Canadian screen production companies**” means a Canadian-controlled corporation as defined by the Investment Canada Act, with its head office in Canada and be represented during the initiative by a producer that is a Canadian citizen within the definition of the Citizenship Act or a permanent resident within the definition of the Immigration and Refugee Protection Act. It includes a production company that has a documentary and/ or factual project in development for potential international co-production, and a catalogue of documentary and/ or factual projects that have been broadcast on a television or streaming service, festival, or theatrical (cinema) setting.

1.4. By applying to the **Australian x Canadian Co-Production Market**, 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 themselves and their production company; and



- 1.5.2. each representative of the selected production company who will participate in the **Australian x Canadian Co-Production Market** meetings (maximum one (1) representative for Canadian producers as part of the official Canadian delegation and maximum two (2) representatives for Australian producers) individually, and also the team as a single unit.
- 1.6. In these Terms and Conditions, “**Project**” shall mean a singular work of screen-based documentary or factual content. Each Applicant may submit information on one singular Project they would like to discuss potential co-production opportunities for as part of their application. Projects that have been submitted to other competitions and programs during AIDC 2025 will be eligible for the **Australian x Canadian Co-Production Market**.
- 1.7. Any enquiries relating to the **Australian x Canadian Co-Production Market** should be emailed to [pitch@aidc.com.au](mailto:pitch@aidc.com.au).
- 1.8. The AIDC 2025 **Australian x Canadian Co-Production Market** 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 the **Australian x Canadian Co-Production Market** open on **Wednesday 4 December 2024** at 9:00 AEDT and close on **Friday 17 January 2025** at 23:59 AEDT.
- 2.2. It is free to submit an Application, however, if selected, Australian Applicants are required to purchase an AIDC 2025 All Access Pass or Business Pass to participate.
  - 2.2.1.1. Business Pass - AUD \$1,300 (GST inclusive)
  - 2.2.1.2. All Access Pass - AUD \$995 (GST inclusive)
- 2.3. For more information about which pass you are eligible for, and to make a purchase of a Business Pass or All Access Pass please go to AIDC Passes.
- 2.4. Applications received after the closing date of Friday 17 January 2025 at 23:59 AEDT are ineligible and cannot be considered.
- 2.5. The **Australian x Canadian Co-Production Market** meetings are scheduled to be held in person only in Melbourne on Sunday 2 March 2025 (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. It is the responsibility of the Applicant to ensure their ability to attend in person on this date / these dates.
- 2.6. Applicants will be provided with details of their meetings, including: date, time, format and participants at least one (1) week prior to their first meeting.
- 2.7. Applicants with accessibility requirements should contact AIDC upon purchase of their Business Pass or All Access Pass by email to [pitch@aidc.com.au](mailto: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 an application for the **Australian x Canadian Co-Production Market**.
- 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 may apply. Maximum one (1) Canadian producer representing Canadian production companies as part of the official Canadian delegation and maximum two (2) individuals representing Australian production companies may apply.
- 3.5. Applicants must be 18 years of age or over.

### 4. Application Requirements

- 4.1. The **Australian x Canadian Co-Production Market** accepts applications from representatives of the official Canadian delegation to AIDC 2025 and established Australian producers representing Australian production companies wanting to engage in international co-production opportunities.
- 4.2. Applicants must be the one hundred percent (100%) rights holder in any 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 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 **Australian x Canadian Co-Production Market** 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 Australian Applicants acknowledge and agree that applying to the **Australian x Canadian Co-Production Market** 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 Australian and Canadian delegates based on their suitability. Both Canadian and Australian delegates 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 **Australian x Canadian Co-Production Market** 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 Australian x Canadian Co-Production Gallery ("**Project Materials**"). Access to the Australian x Canadian Co-Production Gallery is granted to both selected Canadian and Australian producers participating in the Co-Production Market. There will be two separate Galleries - one for Canadian producers to privately access and view the profiles of selected Australian producers, and one for selected Australian producers to view the profiles of the Canadian producers.
- 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 **Australian x Canadian Co-Production Market** including biographical information about the Applicants.
- 5.3. By applying to the **Australian x Canadian Co-Production Market**, 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, "**Australian x Canadian Co-Production Market Purposes**" shall mean any purposes necessary for the submission to and participation of the Applicant and the Project in the **Australian x Canadian Co-Production Market**, including addition to an online Australian x Canadian Co-Production Gallery for viewing by participating delegates 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 selected participants.
- 7.2. The Applicant acknowledges that, due to the nature of the conference, there may be interruptions to in-person meetings scheduled on Sunday 2 March 2025 (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 **Australian x Canadian Co-Production Market** program exists for the purposes of facilitating co-production meetings between selected Australian and Canadian producers participating in the **Australian x Canadian Co-Production Market**.
- 8.2. AIDC does not guarantee any outcomes from the **Australian x Canadian Co-Production Market** meetings.
- 8.3. Any arrangements or agreements made between the Canadian and Australian delegates 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 **Australian x Canadian Co-Production Market**.

## 12. Data

- 12.1. Any information provided in relation to the **Australian x Canadian Co-Production Market** 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.