



INDIGENOUS CREATORS PITCH - AIDC 2025

TERMS AND CONDITIONS

1. General Information

- 1.1. In 2025, the Australian International Documentary Conference Ltd ('AIDC') will present the Indigenous Creators Pitch - a program for Aboriginal and Torres Strait Islander practitioners to pitch new documentary and factual projects in development at the Australian International Documentary Conference 2025 ('AIDC 2025'), which will be held in person from 2-5 March 2025 at ACMI in Melbourne/ Naarm, Australia, with an international marketplace taking place online from 6-7 March 2025 ('the Marketplace').
- 1.2. The Indigenous Creators Pitch will take place on Tuesday 4 March 2025 and consists of:
 - a. A live roundtable pitch at AIDC for projects from Aboriginal and/or Torres Strait Islander practitioners in key creative roles including as a director and / or producer
 - b. An information session and two x 1:1 mentoring sessions for selected teams in the leadup to the Indigenous Creators Pitch

('The ICP Pitch' or 'ICP Pitch')

2. Terms & Conditions

- 2.1. By applying to The ICP Pitch 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.
- 2.2. Any enquiries relating to the ICP Pitch 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:
 - 2.4.1. in the case of a single-person team, the individual who submits the application and presents the pitch;
 - 2.4.2. in the case of a two-person team, each member of the team individually, and also the team as a single unit.
- 2.5. 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.
- 2.6. The Applicant agrees that if the Applicant's project is selected for The ICP Pitch and participation results in a business outcome, the Applicant is encouraged to acknowledge the support of AIDC in the credits of the completed project and in relevant promotional material.

3. Dates

- 3.1. Applications for The ICP Pitch open at 11:00am (AEDT) on Thursday 9 January 2025. ('Opening Date').
- 3.2. Applications will be accepted until Tuesday 28 January 2025 at 23:59 pm (AEDT) ('Closing Date')
- 3.3. There is no application fee
- 3.4. Applications that are selected to participate in The ICP Pitch will be notified by AIDC by Friday 31 January 2025, and announced to the public in mid-February 2025.
- 3.5. Selected applicants will be required to present their pitch on Tuesday 4 March 2025 in person at ACMI in Melbourne to a closed room of Decision Makers and Indigenous Creators Program participants.

4. Applicants

- 4.1. Employees of AIDC and any of its subsidiaries and their families are not eligible to submit projects to The ICP Pitch.
- 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. 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.
- 4.4. AIDC's decision regarding applicant eligibility is in its sole discretion and shall be final.

5. Eligibility Requirements

- 5.1. Applicants must be Aboriginal and/or Torres Strait Islander practitioners
- 5.2. Applicants must be 18 years of age or over.
- 5.3. Individuals or teams may apply
 - 5.3.1. An individual applicant must be an Aboriginal and/or a Torres Strait Islander practitioner in a key creative role including as a director and /or producer
 - 5.3.2. For teams, the project must have Aboriginal and/or Torres Strait Islander practitioners in key creative roles including as a director and producer
- 5.4. Applicants must be the rights holder of the idea.
- 5.5. Applicants, or one key creative in the team, must demonstrate they have created at least one short documentary project readily available to Australian audiences via widely used platforms.
- 5.6. **'Project'** shall mean an audio-visual program in a factual or documentary format intended for online, broadcast, theatrical and /or streaming 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.
- 5.7. Projects must be a short, single/ one-off, feature film or series over 20 minutes in duration.
- 5.8. Projects must be in early development, late development or early production stage.
- 5.9. Short form projects under 20 minutes in duration, audio documentaries and XR/VR/AR/MR projects are not eligible for entry to the Indigenous Creators Pitch.
- 5.10. 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.
- 5.11. AIDC reserves all rights to reject an application and/or refuse participation in The ICP Pitch, including if, in its sole discretion, it determines that the Project does not fit the requirements outlined above.
- 5.12. 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.
- 5.13. Applications for each project must be submitted via the ICP Pitch portal.
- 5.14. Except where it would be a breach of the Australian Consumer Law, AIDC accepts no responsibility for submissions not received for any reason.
- 5.15. 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.
- 5.16. At least one, but no more than two representatives from a selected application are required to confirm acceptance of the invitation to The ICP Pitch in writing by Friday 31 January to confirm their place and receive their complimentary All Access pass/es to participate in the pitch and AIDC 2025
- 5.17. Selected applications 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, by Friday 21 February 2025 (details to be advised in notifications sent by AIDC).
- 5.18. Selected participants will automatically be eligible for Cut to the Chase - AIDC's curated marketplace - placing projects in one-on-one meetings with decision makers on Wednesday 5 March at AIDC 2025 and online from 6-7 March. These online meetings may occur outside of regular business hours, including early mornings and evenings.



6. Intellectual Property Rights

- 6.1. By submitting to The ICP Pitch, 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 ICP Pitch Purposes.
- 6.2. '**Submitted Materials**' shall mean any materials submitted or presented in connection with The ICP Pitch, at any stage of the conference, including but not limited to pitch decks, text, video, still images and audio (if applicable).
- 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 selected project and awards announcements, press releases, annual reports, website publications, social media publications, print and digital media publications and more.
- 6.4. '**ICP Pitch Purposes**' shall mean any purposes necessary for AIDC and Associates to facilitate the Applicant's participation in The ICP Pitch and the conference, which may include but are not limited to:
 - 6.4.1. making the Submitted Materials available to the ICP Pitch Assessment Committee; and
 - 6.4.2. publishing the Submitted Materials in the AIDC's online 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 Project for any purposes other than The ICP Pitch 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 ICP Pitch.
- 6.8. AIDC and the Applicant acknowledge the existence of Indigenous Cultural Intellectual Property Rights ('**ICIP Rights**') of the Indigenous participants and/or material in the project. The Applicant agrees that they have the necessary approvals from the ICIP Rights holder/s or custodian/s to include such ICIP Rights materials in the project.
- 6.9. By submitting a project to the The ICP Pitch, 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 their participation 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.
- 6.10. By applying to The ICP Pitch, each Applicant irrevocably and perpetually grants the AIDC the right:
 - 6.10.1. to record their live pitch at AIDC 2025 for viewing by AIDC 2025 Indigenous Creators Program delegates only via password protected catch up service, available for up to 60 days; and
 - 6.10.2. to record their live pitch so that it can be stored in AIDC's organisational archive for research purposes
- 6.11. AIDC may, in its sole discretion, agree to make an exception to Clause 6.9 for projects if requested by the Applicant in relation to sensitive material and/or Indigenous Cultural Intellectual Property Rights. In this instance, the Applicant must communicate this in writing to AIDC as soon as possible following their confirmation of acceptance into The ICP Pitch.
- 6.12. Applicants selected to participate in The ICP Pitch may receive correspondence from the AIDC requesting progress updates on their Project. Applicants are encouraged to complete these updates within the specified timeframes. If the Applicant is unable to complete the update for any reason, they are encouraged to advise the AIDC in writing before the deadline.
- 6.13. Moral Rights Waiver & Consent
 - 6.13.1. 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 that may be infringed upon by AIDC and Associates in exploiting the granted and/or licensed rights.
 - 6.13.2. 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. Warranties

- 7.1. By submitting a project to The ICP Pitch, 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 (or a non-exclusive licence in the case of Indigenous Cultural Intellectual Property Rights) for the full usage and submission of the Submitted Materials to, and participation of the Project in, The ICP Pitch, the Marketplace 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 and Indigenous Cultural and 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 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 ICP Pitch 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 Applicant.
- 8.2. The Applicant acknowledges that there is a chance that Projects submitted to The ICP Pitch 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 ICP Pitch 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,



AUSTRALIAN
INTERNATIONAL
DOCUMENTARY
CONFERENCE

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.

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 ICP Pitch submissions to info@aidc.com.au.

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

12. Data

12.1. Any information provided in relation to The ICP Pitch 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 8 JANUARY 2025