

## **2012 ENTRY GUIDELINES**

Welcome to Movie Extra Tropfest 2012. The world's largest short film festival is in full preparation mode for the 20th anniversary festival! We once again ask filmmakers of all backgrounds and levels of experience to get out there and start making short films for the festival. Films can be about anything but must include the annual Tropfest Signature Item (TSI), which for 2012 is 'LIGHT BULB'.

Movie Extra Tropfest was established to encourage production, not just exhibition. Our event is not just about 'showing' films – it's about 'making' them. We aim to provide you with the opportunity to showcase your work to as wide an audience as possible, not only with the fantastic premiere your film will receive if selected for Movie Extra Tropfest 2012, but also by utilising a variety of distribution outlets following the festival.

We expect that over 150,000 people will come together on Sunday 19 February 2012 at venues right around Australia to view the Official Finalist Films and 3 Telstra Mobile Film Category Finalists, selected from more than 700 entries.

### **TELSTRA MOBILE FILM CATEGORY**

2012 is the third year of our mobile phone competition, Telstra Mobile Masterpieces. Recognising the change in technologies and the opportunities presented to filmmakers, we see the mobile category as a natural extension of short film story telling.

Filmmakers are invited to make their films on mobile phones or tablet devices with video capabilities. Films made on mobile will be entered into the main film festival competition along with all other films but will also be eligible, under the Mobile Film Category, to win prizes presented by Telstra.

The same rules of entry apply to all films entered into Tropfest. Films must include the TSI (LIGHT BULB), can be no longer than seven minutes, must have never been seen by a public audience and must be specifically made for Tropfest. However to compete in the Mobile category your film must have been filmed using a mobile phone or tablet device and you need to specifically enter the Mobile Film Category online and observe the terms and conditions of entry.

### **16TH FINALIST COMPETITION – PUBLIC VOTING CATEGORY**

2012 is the second year that members of the public will have the opportunity to vote for a film to become an Official Finalist. Ten short-listed films chosen by Tropfest will be hosted on the Tropfest YouTube channel to be viewed and voted on by the public. The film with the most votes will be selected as an Official Finalist Film to be screened and judged on the Festival Night together with the other 15 Official Finalist Films determined by the Movie Extra Tropfest 2012 judges.

Please read these guidelines carefully. Should you require further information please

visit [tropfest.com/au](http://tropfest.com/au) or email [mail@tropfest.com.au](mailto:mail@tropfest.com.au)

**ALL FILMMAKERS MUST ADHERE TO THE FOLLOWING GUIDELINES:**

- Your film must be made specifically for Movie Extra Tropfest 2012
- Movie Extra Tropfest 2012 must be your film's first public screening
- Your film must be no longer than 7 minutes (including titles and credits)
- Your film must contain the 2012 Tropfest Signature Item (TSI) "LIGHT BULB"

**SUBMITTING YOUR ENTRY:**

**ALL MOVIE EXTRA TROPFEST ENTRIES MUST BE SUBMITTED ONLINE IN TWO STAGES:**

1. Complete the online form and pay the entry fee at TROPFEST.COM/AU
2. Upload your film at YOUTUBE.COM/TROPFEST

**Please note that ALL entries for Movie Extra Tropfest 2012 must be delivered online. We do not accept entries on DVD or any other format.**

*Submitting your entry is easy, just follow these simple steps:*

**STAGE 1 – TROPFEST.COM/AU: REGISTER YOUR DETAILS AND PAY**

1. Visit the Submit section of [www.tropfest.com/au](http://www.tropfest.com/au). Create a username and password and register your personal details.
2. If you are submitting a film into the **Mobile Film Category**, please select **Telstra Mobile Masterpieces 2012** from the drop down mention at the top of the page, otherwise click on **Movie Extra Tropfest 2012** to enter your short film into the main competition. *If you select Telstra Mobile Masterpieces 2012 to enter your film, it will also be automatically entered into the main film festival competition.*
3. You will then be prompted to enter in details of your Movie Extra Tropfest 2012 entry. Simply click through each form page and fill out all the required information.
4. You will need to agree to Terms and Conditions of Entry during this online entry process.
5. Once you have completed the online form you will be required to pay the entry fee of \$45AUD (including GST) through PayPal. Note: We only accept payment through PayPal, and you will not receive a Transaction ID unless you have completed this step.

6. Once you have completed your submission, and paid the entry fee, you will receive a confirmation email which will include your unique Transaction ID.

**PLEASE KEEP A RECORD OF YOUR TRANSACTION ID. You must enter this Transaction ID when you upload your film to YouTube** so that we can match your submission and payment with your film. Also, if you have any questions regarding your entry after you have received confirmation, you will need to quote this number to us in order for us to look up your film in our database.

### **STAGE 2 – YOUTUBE: SUBMIT YOUR FILM ONLINE TO US**

1. Click on the following link [youtube.com/tropfest](https://youtube.com/tropfest)
2. To upload your film, click the “Submit” button and enter your personal details including name (First, Surname), email, contact phone number (including country/area codes), Transaction ID (see Step 6 of Stage 1) and the title of your film.
3. Tick the checkbox to confirm your acceptance of Tropfest’s Terms & Conditions.
4. Finally, click “Browse” and attach your film to complete the upload process.
5. On completion of Stage 2, you will receive confirmation that your film has been successfully uploaded.

If you have any questions or are having trouble submitting your film online please email [mail@tropfest.com.au](mailto:mail@tropfest.com.au) – we are here to help.

## **ENTRY MATERIALS & CHECKLIST**

### **Complete our Online Entry Form**

Please ensure you have completed our online entry form BEFORE uploading your film to YouTube. Information on how to submit your entry online is listed above. Remember, entry into the festival is not complete until you have received a Tracking Number at the end of the online entry form. As mentioned earlier, you will need this tracking number when uploading your film to us. You cannot upload your entry unless you have this number.

### **AUD\$45.00 (inc GST) Non-Refundable Entry Fee**

Payment must be made via PayPal at the end of the online entry process.

### **Upload your film to us via our YouTube Channel**

Upload your film to us via YouTube (at 16:9 widescreen ratio) (including for the Mobile Film Category). Please upload your film to us in its highest quality possible. YouTube can accept up to 1GB files (see recommended specs below). Remember, you want the judges to view your film at its best, so make sure you upload a file you are happy with.

**YouTube suggests the following specifications in order to trigger the High Definition (HD) function on their player:**

- Video Format: H.264, MPEG-2 or MPEG-4 preferred
- Aspect Ratio: Native aspect ratio without letterboxing (example: 16:9)
- Resolution: 640x360 (16:9)
- Audio Format: MP3 or AAC preferred
- Frames per second: 30
- Maximum file size: 1 GB

**Films must be uploaded to us via YouTube by THURSDAY 5 JANUARY 2012 AT 6PM (Australian Eastern Daylight Time). After this time, our YouTube channel will be closed and you won't be able to submit your film.**

*For filmmakers entering the **Telstra Mobile Masterpieces** category:*

Films entered into this category must be filmed on one of the following mobile devices:

- Mobile phones with video capabilities
- Tablets and Telstra Touch Tab devices

The following formats are required as a minimum.

- Resolution 640 x 480 pixels
- File size restricted to 100MB
- Film vision must be captured/acquired via your phone camera, but may be edited on any system eg Final Cut Pro or iMovie.
- Audio may be post produced
- Acceptable delivery formats are: MOV, MP4, AVI, WMV

Films for this category must also be submitted to us via YouTube.

Remember, half the 'uniqueness' of this category will be how cleverly the Filmmaker has integrated the phone medium to tell their story, so a loss in picture quality is to be expected.

## **ENTRY DISQUALIFICATION:**

Your entry will NOT be accepted if:

- Any of the above items are not included (including entry fee).
- Your film is over the 7 minute time limit (including titles and credits).
- Your entry arrives any time after 6pm on the final day for submissions, being Thursday 5 January 2012.
- You have not completed or only partially completed our online entry form (including paying your \$45 Entry Fee).
- You have not submitted your film to us via YouTube.
- You have not agreed to the Terms and Conditions.
- Your film does not comply with the YouTube Terms of Use.

## **SHORT LISTED FILMMAKERS: ADDITIONAL MATERIALS**

If your film is short-listed for the festival, which includes for the Telstra Mobile Masterpieces category and includes being short-listed for the 16th Finalist Competition, or your film is selected for broadcast on Movie Extra, you will be required to supply the following:

### **Digi Beta (PAL, 25fps)**

A Digi Beta (PAL) tape of your film by Thursday 19 January 2012 or as notified to you. Digi Betas of films will not be returned and will be used for distribution purposes following the festival. Video material should be recorded on an aspect ratio of 16:9 with the picture occupying full frame height and with a centre protected area to allow for simple aspect ratio conversion to a standard aspect ratio of 4:3. Note, if you are short listed for the Telstra Mobile Masterpieces competition, you must submit a digital betacam at 25 frames per second (fps). Most mobile devices shoot at a higher frame rate so please keep this in mind when shooting or getting your film professionally dubbed.

### **Two Electronic Colour Production Stills**

These should be two different images of direct action from the film rather than behind-the-scenes photos. These must be landscape files (jpg 300dpi).

### **A Completed Music Cue Sheet**

We will email you the form when you are short listed or selected for broadcast on Movie Extra, which you must complete for all music used in your film. This should detail each piece of music used in your film (title of composition, copyright owner, duration used). If you need help with this form we can assist you; the information you will need to have on hand is a clear knowledge of who owns the copyright in each piece of music used, proof you have the permission to use each piece of music, and the duration of each piece of music used.

### **Script**

A full dialogue script of your film. If your film does not have dialogue, we do not require a script.

### **Signed Release Forms**

Signed Release Forms for all works in which copyright exists. This includes literary (e.g. if your film is based on a novel, your script etc), dramatic (e.g. performers etc), artistic (e.g. paintings etc) or musical works, or films, sound recordings, broadcasts and published editions. For a typical short film, all contributors must sign a Release Form. You can download a Release Form template from our website [tropfest.com/au](http://tropfest.com/au).

### **Written Permission for All Music in Your Film**

If you choose to use published (i.e. existing music, for example by a famous band), you will need permission in the form of a licence agreement to do so. Tropfest strongly recommends you use original or "copyright free" music in your film to avoid paying licence fees which can be quite pricey for popular pieces of music. To obtain the necessary clearances to use existing music,

you will need to contact the copyright owner/s of your chosen track and request a licence agreement to use their music and/or sound reading in “all media” and in “all territories”. If you are having trouble with this process, please contact AMCOS ([amcos.com.au](http://amcos.com.au)) on 1300 852 388 and they can assist you in tracking down copyright owners and requesting licence agreements.

## **FINALIST FILMMAKERS:**

The Movie Extra Tropfest Australia 2012 Official Finalists will be notified by early February. Finalists will be required to participate in a photo call and possible media interviews as well as promotion in the lead-up to the festival.

### ***For the Telstra Mobile Masterpieces category:***

Three finalists from the Telstra Mobile Masterpieces category will also be selected for screening on the festival night. The screening will take place before the 16 finalist films.

As noted above, all films entered into the Telstra Mobile Masterpieces Category are also eligible to be selected as one of the Official Finalists in the main film festival competition. If your film is also selected as one of the Official Finalist Films, it may screen twice during the night, once during the Telstra Mobile Masterpieces Category and as part of the screening of the Official Finalist Films.

The three Telstra Mobile Film Category Finalists will need to comply with the same terms and conditions as the Official Finalist Films.

### ***For the 16th Finalist Competition category:***

Ten short-listed films chosen by Tropfest will be hosted on the Tropfest YouTube channel to be viewed and voted on by the public from Monday 30 January 2012 until Wednesday 15 February 2012. The film with the most votes will be selected as an Official Finalist Film to be screened and judged on the Festival Night together with the other 15 Official Finalist Films determined by the Movie Extra Tropfest 2012 judges.

## TERMS AND CONDITIONS – “PLAIN ENGLISH GUIDE”

Most of the application process is pretty self-explanatory – at the end of the day all you need to do is:

- complete our online entry form (located at [www.tropfest.com/au](http://www.tropfest.com/au)); and
- upload your film to YouTube ([youtube.com/tropfest](http://youtube.com/tropfest)) before 6:00pm (Australian Eastern Daylight Time) on Thursday 5 January 2012

Please ensure you leave yourself enough time to complete the online form, pay the entry fee and upload your film through YouTube. It's better to be on the safe side than run the risk of missing the deadline. **ANY ENTRY RECEIVED AFTER 6PM ON THURSDAY 5 JANUARY 2012 WILL BE DISQUALIFIED.**

BUT... before you complete our entry process, it is important you understand the terms and conditions of entry. It is also important that you realise Tropfest is all about showcasing your work to as wide an audience as possible, both within Australia and overseas, above and beyond the Festival night. In order for us to do this, there are some legal requirements that need to be understood. Tropfest is more than happy to explain its activities in further detail, so if at any time there is something you don't understand, just call or email us for further information. Now, to make things easier for you we have set out a bit of a breakdown of the terms and conditions of entry, with a focus on all the major points, particularly those that impact on rights in your film that Tropfest requires you to obtain from contributors in your film and rights you grant to Tropfest when entering the Festival.

As part of Tropfest's commitment to showcasing the work of new filmmakers, for the second time in the Festival's history, following the 2012 Festival, each of the Official Finalist Films exhibited at the Festival (Finalists) will also be broadcast by the Movie Extra Channels Pty Ltd (Movie Extra) on one or more of its channels which currently include "Movie One" and "Movie Two", "Movie Extra" and "Movie Greats" (Broadcast). In addition, Films which are not Official Finalists at the Festival may also be chosen by the Movie Extra to be broadcast on its channels.

Your film has to meet ALL of the criteria set out in the terms and conditions. The terms and conditions comprise of the document headed 'Terms and Conditions of Entry', but also include any information contained on the online entry form, and in the Entry Guidelines (including the FAQ) (Terms and Conditions). When you complete and submit the entry form you are 'signing' a legal contract that tells us your film complies with all of the Terms and Conditions see Point 4(b) of the Terms and Conditions. This is why you MUST understand them. The Terms and Conditions may seem a little confusing, but by spending a little time getting to know them, you will save yourself grief later! And remember, don't just read this guide, read the Terms and Conditions too, this is only a guide.

### Now to the specific points in the Terms and Conditions:

1. It is imperative that you, the Producer, must have made your film specifically for Movie Extra Tropfest 2012 and it MUST NOT HAVE BEEN MADE AVAILABLE TO OR BEEN VIEWED BY ANY MEMBERS OF THE PUBLIC (this includes online viewing), before the Festival night, Sunday 19 February 2012, or after the Festival night and before 31 March 2012. You also must not have given or give permission for anyone else to use your film in any way before the Festival, and until Tropfest notifies you in writing that it has not chosen your film for the Festival or for Broadcast (see points 4 (a), (c) and (d) of the Terms and Conditions).

2. Points 4 (e) – (j) of the Terms and Conditions requires you to obtain written permission from each of the contributors who worked on your film or who contributed to works included in your film even if existing before your film (e.g. music) to do what you like with their contribution or performance.

The reason you need this permission is so you (and Tropfest) can edit or change their contribution or performance as you see fit AND that you (and Tropfest) can sell or show your film anywhere without restriction and use each contributor's name or picture for publicity connected with your film. This is very important because Tropfest is a very high profile film festival and we can't afford to run into hassles with your film at the last moment: e.g. if your film is selected as a finalist, we need to know that all of the contributions which make up your film can be included in our Festival program. We have release forms available you can download them from our website. You can adapt these forms for use by ALL contributors in your film. You should always try and have cast and crew (and other contributors) sign release forms prior to the start of production – it is easier since most contributors will be in the one place and you don't have delays tracking them down later on.

3. We also have a few requests to make of you, to ensure the continued success and growth of Tropfest as well as the continued success of our filmmakers following the Festival. It is important to us that your film is seen as widely as possible following the Festival. As you may have read on our website, Tropfest acts as a sales agent to represent your film in Australia and in the overseas markets if it is a Finalist or selected for Broadcast. This will give Tropfest an opportunity to enter into arrangements to give your film maximum exposure and will

hopefully create some financial return for you. Tropfest splits any cash received with filmmakers just like a commercial distributor, and if your film is a Finalist or selected for Broadcast, we will give you notification of these financial arrangements in writing.

4. Point 5 of the Terms and Conditions gives Tropfest exclusive rights to your film (i.e. an “Exclusive Licence”) regardless of whether your film is Short-Listed, a Finalist or selected for Broadcast.

You’re probably asking what an exclusive licence to Tropfest means for your film. That is a really good question and it basically means that neither you nor any other distributor, acting on your behalf, will be able to either use or sell your film and that Tropfest solely represents your film in Australia and around the world. This allows Tropfest Pty Ltd to, for example, grant rights in (license) your film to other film festivals in a package of finalists, in a compilation of films to screen at another film festival, or individually for exhibition on the Internet, cable, satellite, television etc without anyone else also granting the same rights in your film (Exclusive Licence). These are examples only.

This Exclusive Licence will change to a non-exclusive licence or terminate as set out below.

You’re probably asking what a non-exclusive licence to Tropfest means for your film. It basically means that Tropfest can use and grant rights in your film as above however, you or any distributor may also do the same (Non-Exclusive Licence).

*If the Film is not Short-Listed, not a Finalist and not selected for Broadcast:*

The Exclusive Licence will terminate on 30 March 2012 and all rights will revert to you. Tropfest will no longer have any rights (including copyright) in your film, and it is yours to do with what you will!

*If the Film is Short-Listed but not a Finalist and is not selected for Broadcast:*

The Exclusive Licence will terminate on 30 March 2012 and change to a Non-Exclusive Licence until 20 February 2016.

*If the Film is a Finalist or a Telstra Mobile Masterpieces Category finalist:*

The Exclusive Licence will terminate on 20 August 2013 and change to a Non-Exclusive Licence until 30 June 2017.

*If the Film is not a Finalist but is selected for Broadcast (whether or not it is Short-Listed):*

- (a) unless (b) or (c) below applies, the Exclusive Licence will terminate on 20 August 2013 and change to a Non-Exclusive Licence until 30 June 2017.
- (b) If the Film is Short-Listed but is not Broadcast by 30 March 2013, the Exclusive Licence will terminate on 30 March 2013 and change to a Non-Exclusive Licence until 20 February 2016 .
- (c) If the Film is not Short-Listed and is not Broadcast by 30 March 2013, the Exclusive Licence will terminate on 30 March 2013 and all rights will revert to you.

5. Point 10(a) of the Terms and Conditions (about the possibility of editing or altering your film) may cause alarm – please don’t panic! This clause is there because there are practical considerations that have to be made when broadcasting a short film on, for example, commercial television or downloading a short film to a mobile telephone. Tropfest is mindful of the way your film is represented and we do our best to ensure the integrity and continuity of your film is preserved. However, exploitation of your film in various media may mean your film could be ‘edited’ or ‘altered’, for example, by removing the film’s credits and running them at the end of a television broadcast instead of at the end of your film. This is one practical compromise that may have to be made to get your film out there! We’re sure you understand.

6. As an acknowledgement of the exposure which the Tropfest platform provides to filmmakers, we have asked you at point 13 of the Terms and Conditions to provide us with a screen credit on any project produced after the Festival which is based on your film (whether or not Tropfest is involved) – of course, before you or someone else produces any sort of project you will first need to consider the rights you have granted to Tropfest (in the Terms and Conditions) and whether Tropfest still has a licence

That’s basically it – see, it’s not all that bad! Please remember we are always available to go through all the above info with you and answer questions you may have.

**FOR UPDATES ON TROPFEST ACTIVITIES, REGISTER YOUR DETAILS ON OUR WEBSITE [TROPFEST.COM/AU](http://TROPFEST.COM/AU)**

## TERMS AND CONDITIONS OF ENTRY

### 1. Entry

To enter your film (Film) into the Movie Extra Tropfest 2012 festival (Festival) which is run by Tropfest Pty Limited (ABN 89 078 140 039) (Tropfest), you (Producer) must:

- correctly complete the entry form located at [www.tropfest.com/au](http://www.tropfest.com/au) (Entry Form); and
- upload the Film via Tropfest's YouTube channel located at [youtube.com/tropfest](http://youtube.com/tropfest) by Thursday 5 January 2012 (Tropfest accepts no responsibility for any Entry Form or Film that is late or damaged).

By completing the Entry Form and delivering the Film online, the Producer has applied to enter the Film in the Festival, related competitions and activities and accepts that the conditions contained in the Entry Form, and in the 'Entry Guidelines' which includes the FAQ and these terms and conditions (together, the Terms and Conditions) create a legally-binding agreement between Tropfest and the Producer.

### 2. Judging of the films

- a) Sixteen (16) films will be chosen as finalists for viewing and judging at the Festival (Finalists) on the night of Sunday 19 February 2012 or such other date as Tropfest may nominate (Festival Night).
- b) Fifteen (15) Finalist films will be selected by Tropfest in accordance with clause 2(c) below. One (1) Finalist film will be decided by members of the public voting on ten (10) short-listed films (chosen by Tropfest) which will be hosted on Tropfest's YouTube channel, in accordance with clause 2(d) below (16th Finalist Competition).
- c) Tropfest may, in its absolute discretion and without giving reasons:
  - (i) short-list the Film for the last judging round for selection of the Finalists for the Festival (Short-Listed); and/or
  - (ii) select the Film from the Short-Listed films as a Finalist for viewing and judging on Festival Night.
- d) Tropfest may, in its absolute discretion and without giving reasons:
  - (i) select the Film from the Short-Listed films as one of ten (10) Short-Listed films which will be hosted on Tropfest's YouTube channel for viewing and voting by members of the public from Monday 30 January 2012 until Wednesday 15 February 2012; and
  - (ii) if the Film is the Short-Listed film hosted on Tropfest's YouTube channel with the most votes from members of the public, determine that the Film is one (1) of the Finalists for viewing and judging on Festival Night. Tropfest will contact the Producer by Thursday 16 February 2012 if the Film has been selected as the 16th Finalist.

Any prizes awarded are not transferable, exchangeable or redeemable for cash.

### Judging of Mobile Films

Tropfest may, in its absolute discretion and without giving reasons:

- (i) short-list a mobile Film for the last judging round for selection of the finalists for the Festival and/or for the Telstra Mobile Masterpieces Category (Short-Listed); and/or
- (ii) select the mobile Film from the Short-Listed films as a finalist for viewing and judging at the Festival and/or the Telstra Mobile Masterpieces Category (Finalist) on Festival Night.

Even if the Film or mobile Film is not Short-Listed or a Finalist (as the case may be), subject to clause 9, Tropfest may select the Film or mobile Film for broadcast, transmission, retransmission, communication, distribution, or display (Broadcast) on any channel owned, sublicensed, controlled, managed or developed by The Movie Network Channels Pty Ltd (ABN 72 089 135 740) (Movie Extra).

### 3. Important Dates

Each film must comply with the following dates to be eligible for entry in the Festival:

5 January 2012	The Film must be received by Tropfest by 6pm (Australian Eastern Daylight Time) on 5 January 2012.
13 January 2012	If the Film is Short-Listed, Tropfest will advise the Producer on or before 13 January 2012.
19 January 2012	If the Film is Short-Listed, Tropfest requires the Producer to provide the 'Additional Materials', as set out on page 5 of the Entry Guidelines, on or before 20 January 2012.
4 February 2012	If the Film is not Short-Listed, Tropfest will notify the Producer of the Film's non-selection on or before 4 February 2012.
4 February 2012	If the Film is Short-Listed Tropfest will notify the Producer whether or not the Film has been selected as a Finalist on or before 4 February 2012.
19 February 2012	Festival Night.
19 February – 16 March 2012	Any film entered into the Festival may be selected by Movie Extra for Broadcast.
16 March 2012	If the Film is selected for Broadcast, Tropfest will advise the Producer on or before 16 March 2012.
20 March 2012	If the Film is selected for Broadcast, Tropfest requires the Producer to provide the 'Additional Materials', as set out on the Entry Guidelines on or before 20 March 2012.
30 March 2012	If the Film is not selected for Broadcast, Tropfest will advise the Producer on or before 30 March 2012.
1 April 2012	Tropfest may dispose of any 'Additional Materials' at its discretion.

### 4. Guarantees of the Producer

The Producer guarantees to Tropfest that:

- e) the Film was made by the Producer specifically for the Festival;
- f) the Film complies with the Terms and Conditions;
- g) the Film has not been, and will not be, available to be viewed by the public by any means, including by way of the internet, until the Exclusive Licence granted by the Producer to Tropfest under clause 5 terminates in accordance with clause 6, 7, 8 or 9;
- h) the rights (including the intellectual property rights) in the Film have not been, and will not be, assigned, licensed or otherwise granted, in whole or in part, to any person other than Tropfest, until the Exclusive Licence granted by the Producer to Tropfest under clause 5 terminates in accordance with clause 6, 7, 8 or 9;
- i) the Producer is entitled to reproduce and exploit all of the underlying works in the Film by including these in the Film\*;
- j) without limiting clause 4(e), the Producer is the owner, or has permission from the owner, of the copyright in the sound recordings comprising the soundtrack to the Film and the music and lyrics reproduced in those sound recordings\*;
- k) all of the performers in the Film have consented in writing to the use of their performances in the Film\*;
- l) the Producer has obtained from each contributor to the Film, including to the underlying works in the Film (Contributor), a written consent to do or omit to do anything which may infringe any and all moral rights granted to the Contributor including to edit, alter and/or reproduce the work of the Contributor, in any manner or context, by the Producer, and any person authorised by the Producer to do so (including Tropfest, its assignees and licensees), and such consents have been obtained to the full extent permitted under the Copyright Act 1968 (Cth) (Moral Rights Consents)\*;
- m) the Producer has obtained from each Contributor:
  - authorisation for Tropfest to use the Contributor's name and likeness in connection with any publicity for the Festival and related

- competitions; and
- an undertaking that the Contributor will perform publicity appearances for the Festival and related competitions if reasonably requested by the Producer or Tropfest\*;
- n) the Producer is entitled to grant to Tropfest permission to make use of each and every right referred to in clauses 5, 6, 7, 8 and 9 (as applicable) and the use or exploitation of the Film as contemplated by the Terms and Conditions will not violate the rights (including copyright) of any third party;
- o) the Producer will pay all fees and other charges related to entry of the Film in the Festival;
- p) all details submitted in the Entry Form by the Producer are true and correct, and the Producer indemnifies Tropfest from and against any and all claims and demands made against Tropfest, its assignees or licensees, in relation to the guarantees provided by the Producer in this clause 4;
- q) all residuals or other payments to Contributors in connection with the Film have been paid, together with the cost of all licences of all copyright and any film footage, musical works, lyrics, sound recordings or other material in which copyright subsists, owned by any third parties and which are used or adapted in the Film, other than fees that may be payable to local performing rights associations for use of the Film after the Festival Night;
- r) no part of the Film is, or will be, actionable for defamation or invasion of privacy or breach of confidence of any person; and
- s) the Producer has read YouTube's Terms of Use and the Film complies with YouTube's Terms of Use.

\*Copies of a release form for the purposes of complying with clause 4 (e), (f), (g), (h) and (i) above can be obtained from our website, [tropfest.com/au](http://tropfest.com/au).

#### 5. General Licence

In these Terms and Conditions:

Exclusive Licence means an exclusive licence to Tropfest to do any and all of the acts now or subsequently comprising the copyright in the Film, or any part of the Film, including any production stills, throughout the world, in any and all media now existing or subsequently devised, in all languages, in perpetuity.

Non Exclusive Licence means a non-exclusive licence to Tropfest to do any and all of the acts now or subsequently comprising the copyright in the Film, or any part of the Film, including any production stills, throughout the world, in any and all media now existing or subsequently devised, in all languages, in perpetuity.

In consideration of Tropfest reviewing the Film for the purpose of the Film being Short-Listed and/or a Finalist and/or selected for Broadcast, the Producer grants to Tropfest an Exclusive Licence from the date the Film is entered into the Festival.

#### 6. If the Film is not Short-Listed, not a Finalist and is not selected for Broadcast

If the Film is not Short-Listed, is not a Finalist and is not selected for Broadcast, the Exclusive Licence will automatically terminate on 30 March 2012 and all rights granted by the Producer to Tropfest under clause 5 will automatically revert to the Producer, and neither Tropfest, nor its assignees or licensees, will have any rights, including copyright, in the Film.

#### 7. If the Film is Short-Listed but is not a Finalist and is not selected for Broadcast

If the Film is Short-Listed but is not a Finalist and is not selected for Broadcast, the Exclusive Licence granted by the Producer to Tropfest under clause 5 will automatically terminate on 30 March 2012 and the Producer will automatically grant to Tropfest a new Non-Exclusive Licence (and the Producer acknowledges that the terms and conditions are effective to grant such licence). After 20 February 2016, the Producer may write to Tropfest to request the termination of the Non-Exclusive Licence granted to Tropfest under this clause 7.

#### 8. Finalist films

If the Film is a Finalist, the Exclusive Licence granted by the Producer to Tropfest under clause 5 will automatically terminate on 20 August 2013, and the Producer automatically grants to Tropfest a new Non-Exclusive Licence (and the Producer acknowledges that these terms and conditions are effective to grant such licence). After 30 June 2017, the Producer may write to Tropfest to request the termination of the Non-Exclusive Licence granted to Tropfest under this clause 8. The Producer acknowledges that all Finalist Films will be Broadcast.

#### 9. Films selected for Broadcast (whether or not it is Short-Listed)

If the Film is not a Finalist but is selected for Broadcast (whether or not it is Short-Listed):

- a) Subject to clauses 9(b) and (c), the Exclusive Licence granted by the Producer to Tropfest under clause 5 will automatically terminate on 20 August 2013, and the Producer automatically grants to Tropfest a new Non-Exclusive Licence (and the Producer acknowledges that these terms and conditions are effective to grant such licence). After 30 June 2017, the Producer may write to Tropfest to request the termination of the Non-Exclusive Licence granted to Tropfest under this clause 9.
- b) If the Film is Short-Listed but is not Broadcast by 30 March 2013, the Exclusive Licence granted by the Producer to Tropfest under clause 5 will automatically terminate on 30 March 2013 and the Producer will automatically grant to Tropfest a new Non-Exclusive Licence (and the Producer acknowledges that these terms and conditions are effective to grant such licence). After 20 February 2016, the Producer may write to Tropfest to request the termination of the Non-Exclusive Licence granted to Tropfest under this clause 9.
- c) If the Film is not Short-Listed and is not Broadcast by 30 March 2013, the Exclusive Licence granted by the Producer to Tropfest under clause 5 will automatically terminate on 30 March 2013 and all rights granted by the Producer to Tropfest under clause 5 will automatically revert to the Producer, and neither Tropfest, nor its assignees or licensees, will have any rights, including copyright, in the Film.

#### 10. Moral Rights

The Producer:

- a) acknowledges that Tropfest, its assignees and licensees, may do or omit to do anything which may infringe any and all moral rights granted to the Contributors or the Producer including to edit, alter and/or reproduce the work of the Contributors, the Producer and the Film and the Producer consents to these actions by Tropfest, and its assignees and licensees, in any manner or context, in perpetuity throughout the world, and such consent is given to the full extent permitted under the Copyright Act 1968 (Cth); and
- b) without limiting clause 10(a), authorises Tropfest and its assignees and licensees to do any and all acts comprised in the Moral Rights Consents.

#### 11. Use of name and likeness

The Producer authorises Tropfest to use the Producer's name and likeness in connection with any publicity for the Festival and related competitions and activities, and the Producer agrees to undertake publicity appearances for the Festival and related competitions and activities as reasonably requested by Tropfest.

#### 12. Disqualification

Tropfest may, in its sole discretion, disqualify a Film from the Festival if:

- a) Tropfest has reason to believe that a Film does not comply with the Terms and Conditions or the YouTube Terms of Use; or
- b) in respect of the 16th Finalist Competition, Tropfest has reason to believe that public voting for a Film has been in any way influenced or compromised by fraudulent, illegal or illegitimate voting.

#### 13. Credits

Without limiting the rights you grant to Tropfest under these Terms and Conditions, the Producer must ensure that Tropfest is given a screen credit for any film or television or other project produced by the Producer, or an assignee, licensee or successor of the Producer, after the Festival, which features one or more of the lead characters of the Film or which is based on the concept or story of the Film (whether or not Tropfest is involved in its production) in the following form (or such other form as Tropfest and the Producer may agree): "Based on the Tropfest short-film entitled \_\_\_\_\_"

#### 14. General

The agreement created by the Terms and Conditions is made in New South Wales and is governed by the non-exclusive jurisdiction of the courts of

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New South Wales. The Producer will do such acts and sign, or cause to be signed, such instruments as Tropfest may reasonably request for the purposes of this agreement. Tropfest may assign or license its interest under this agreement. The Producer must not assign or license its interest under this agreement. A reference to a person includes a body corporate. The singular includes the plural and vice versa. Includes and including are not words of limitation. The words and expressions used in this agreement have the meanings given to them in the Copyright Act 1968 (Cth). A reference to a "film" is a reference to a "cinematograph film". In the case of any inconsistency between the terms and conditions set out above and any other language contained in the Terms and Conditions (as defined in clause 1), the terms and conditions set out above prevail.