

HUMAN RIGHTS ARTS & FILM FESTIVAL

TERMS AND CONDITIONS OF ENTRY

TERMS

Festival	The festival conducted by HRAFF in all states of Australia.
Film	Cinematograph film of any length.
Film (Short)	Cinematograph film of 30 minutes or under in length.
Filmmaker	The person submitting the entry.
HRAFF	Human Rights Arts & Film Festival Inc. (ABN 41 028 224 880, Reg. No. A0049847N, ARBN 130 481 284) Ground Floor, 673 Bourke Street Melbourne Vic 3000. This includes HRAFF's agents, successors, assigns and licensees as well as volunteers and independent contractors.
Human Rights Film	A Film of any genre premised on the concept that all people share a universal humanity that is inherently worthy of dignity and respect.
Moral Rights	Has the meaning given to it in the <i>Copyright Act 1968</i> (Cth).
Owner	The person legally and beneficially entitled to the rights and copyright of the Film.
Rights	The rights granted to HRAFF in clauses 1 and 2 of these Terms and Conditions.
T & C	These Terms and Conditions of Entry.
Works	Has the meaning given to it in the <i>Copyright Act 1968</i> (Cth) and includes literary, dramatic, musical or artistic works (eg. script, characters, sound recordings, sets in the Film).

CONDITIONS

THE FESTIVAL

1. The Filmmaker grants to the HRAFF a **non-exclusive limited licence** which permits HRAFF to communicate the Film on screen to the public for the following purposes:
 - a. As part of the 2018 Festival.
 - b. At any other activity conducted or sponsored by the HRAFF for a period of 24 months after the conclusion of the 2018 Festival.

These activities may include, but are not limited to:

- i. Schools program events
- ii. Educational seminars
- iii. Fundraisers
- iv. Community Outreach events
- v. Touring Festivals

The Filmmaker remains the Owner of the Film.

PROMOTION AND MARKETING

2. The Filmmaker grants a **continuing licence** not limited by time to HRAFF:
 - a. to use any extract, excerpt, part, clip, still image and/or sound recording from the Film not exceeding three (3) minutes in length and/or to use the Filmmaker's name, biography and likeness in any media for the purpose of promoting and marketing the Festival.
 - b. "Promotion and Marketing" may include, but is not limited to:
 - i. The production of trailers for the Festival.
 - ii. Festival programming and advertising.
 - iii. Radio and television interviews.
 - iv. Uploading and screening extracts of the film on the HRAFF website.
 - v. Copying and distributing the film to Festival speakers, judges and the media for the purposes of preview and review.
 - c. HRAFF may not do any of the following acts under the continuing licence:
 - i. Submit or provide the Film to third parties for broadcast purposes.
 - ii. Generate revenue from the Film other than revenue from conducting the Festival and other activities as set out in clause 1 above.

OWNERSHIP AND RIGHTS

3. The Filmmaker gives the following warranties:
 - a. The Filmmaker is 18 years of age or if not 18 years of age has provided signed parental consent to these T & C.
 - b. The Filmmaker has legal authority to enter into this agreement and grant the Rights.
 - c. There are no legal actions, claims, demands or proceedings against the Film or the Filmmaker in respect of the Film.
 - d. The Filmmaker will not make any claim against HRAFF in respect of the exercise of the Rights.

- e. The Filmmaker is the sole Owner of the underlying Works or has consent in writing from all the respective owners of the Works in the Film for the Filmmaker, the Filmmaker's licensees, and any person authorised by the Filmmaker, (including HRAFF), to do any or all of the following to their Work/s: reproduce, exploit, convert between formats, edit, alter and/or reproduce the Work/s in any manner or context.
- f. Without limiting clause 3.e. above, the Filmmaker is the sole Owner of the copyright or has the relevant permission from the Owner of the copyright, in any sound recordings used in the Film and music and lyrics reproduced in those sound recordings.
- g. All performers in the Film have unconditionally consented in writing to the use of their performances in the Film.
- h. Exercise of the Rights will not infringe any rights of any third party (including copyright); and to the extent that it does, the Filmmaker has obtained written consent from each of such third parties.
- i. The Filmmaker will provide copies of any or all of the Consents listed in this clause at any time if requested to do so by HRAFF.

MORAL RIGHTS

4. The Filmmaker warrants that:

- a. The Filmmaker is the sole Owner of the Moral Rights in the Film for the purposes of the *Copyright Act 1968* (Cth) or that the Filmmaker has obtained from each person who contributed any copyright material in or any performance to the Film, a written consent for the Filmmaker, the Filmmaker's licensees, and any person authorised by the Filmmaker, (including HRAFF), to do any or all of the following to their contribution or performance: reproduce, exploit, convert between formats, edit, alter and/or reproduce the contribution or performance in any manner or context (Moral Rights Consents).
- b. The Filmmaker will provide copies of any or all of the Moral Rights Consents listed in this clause at any time if requested to do so by HRAFF.

SUBMISSION

5.

- a. The Filmmaker will submit the Film to HRAFF on DVD or online screener and will ensure it has undergone all appropriate technical and quality checking prior to submission.
- b. HRAFF will retain the copy of the Film that the Filmmaker submits.
- c. Any Film submitted to HRAFF is done so at the Filmmaker's own risk.

- d. The Filmmaker is solely responsible for the content of the Film and agrees that the Film does not contain any content that may be construed as: libellous, defamatory, obscene, pornographic, sexually, racially or ethically offensive, intimidating, threatening, hateful, discriminatory or abusive.
- e. The HRAFF reserves its rights to reject the Film for consideration as part of the Festival on any of the above grounds.
- f. Films are more likely to be selected as part of the Festival if:
 - vi. They have not previously had significant exposure in Australia by any means.
 - vii. They have been made within 2 years of submission to the Festival.

INDEMNITY

- 6. The Filmmaker indemnifies and will keep indemnified HRAFF against any claims made against HRAFF in connection with the Film and associated rights.

ENTIRE AGREEMENT

- 7. The Filmmaker and HRAFF agree that these T & C form the entire agreement in relation to the Film submitted by the Filmmaker to HRAFF.
- 8. This agreement will be governed by the laws of Victoria.