

APPLICATION OF THESE TERMS & CONDITIONS

The following terms and conditions govern the submission of film to 2018 program. Any questions about these Terms should be directed to info@indianfilmfestival.com.au

2. SUBMISSION AGREEMENT

1. By submitting a Film for Festival consideration, the submitter represents that he or she has obtained consent from any and all owners, creators, writers, producers and/or other authorized representatives of the Film whose consent is required to submit the Film to the festival and screen the Film at the Festival, and has read, understood and agreed to the Terms.
2. WIFFS may disqualify or reject, but is not required to do so, any submission that it determines in its sole and absolute discretion, is not in compliance, in whole or in part, with these Terms.

3. SUBMISSION CATEGORIES AND ELIGIBILITY

1. Films that do not meet the eligibility requirements for any of the below categories should not be submitted and will not be considered by WIFFS
2. For the purpose of the below categories, "Indian" films are Films that were directed by a Indian citizen or permanent resident of Australia and list Indian or Australia as one of the countries of production. The film category " From the Subcontinent" is eligible for directors from Indian subcontinent namely : Bangladesh, Bhutan, Nepal, Maldives , Sri Lanka and Pakistan . For the film category " Film India World" , the film must have one of the Indian languages and directors must be a resident or the citizen of any other country than India. All other Films are considered "International" films and therefore are not eligible.
3. WIFFS prefers that all Feature Films presented are, at minimum, NSW premieres. WIFFS will accept submissions that have already premiered in India or outside Victoria (Australia), but the film's premiere status will be taken into consideration when final programming decisions are made.
4. A Film will not be eligible for consideration and should not be submitted if:
 1. the Film was completed prior to August 2017
 2. the Film was previously submitted to WIFFS for Festival consideration.
5. All Feature Films must be submitted as DVD screeners. All selected Films must be available to screen in DCP (Digital Cinema Package) format by July 10, 2018.

4. PROCESS FOR SUBMISSION

1. All Films submitted under these Terms must be submitted in accordance with the procedure outlined herein. WIFFS may disqualify or reject any Film that is not submitted in this way.
2. To submit a Film for Festival consideration, an Applicant must: (a) complete the registration process at Withoutabox (2) below, and (b) provide to WIFFS a DVD screener (for Feature Films) for review by programming staff. Festival does not accept submissions in any other manner or format, including: content burned to Read/Write (RW) discs, Blu-ray discs, external online links, downloadable files or trailers.

Submitted DVDs must:

1. contain one version only of the Film, in the original language of production, with English subtitles. Legal screen watermarks are acceptable;
2. Must be labeled with the following: (i) title, (ii) production company name, phone number and address, (iii) director's name, (iv) length in minutes, and (v) Withoutabox tracking number; (vi) Year of Production (vii) Language
3. Applicants should test their DVDs thoroughly before submitting them. The Applicant has sole responsibility for ensuring that the submitted DVD screener plays in its entirety on an industry- standard DVD player. If WIFFS is unable to view the DVD, WIFF may attempt, but is under no obligation, to contact the Applicant in order to obtain a replacement DVD.
4. WIFFS will not review multiple versions of a submitted Film. Only one version of the Film may be submitted. If multiple versions are submitted, the submission will be disqualified.
5. DVD screeners will not be returned.

5. SHIPPING INSTRUCTIONS FOR DVD SCREENERS

1. All Films must be sent by way of prepaid shipping. WIFFS will not accept collect/cash on delivery shipments.
2. WIFFS is not responsible for and will not accept shipments incurring expenses for terminal charges, duties, taxes or customs brokerage. Applicants should clearly indicate on all waybills that transportation and customs charges are to be billed to the sender. Any shipping charges incurred by WIFFS will be billed back to the Applicant.

3. Films should not be shipped in excessive packaging or with any materials other than those requested by festival.
4. WIFFS is not responsible and bears no liability with respect to clearance of shipments through Australian customs. However, WIFFS recommends that Applicants sending submissions from outside of Australia take the following steps to increase the chance of successful review by Australian customs:

1. Include three copies of a commercial invoice (declaration of contents) containing the following information:
 - Sender's name, address and telephone number
 - Recipient's address
 - Title of film and format
 - Length of film
 - Fair market value (standard is cost AUD \$20)
 - Country of manufacture
 - Declaration "Goods on loan for Film Festival purposes only. No commercial value. Non- pornographic."
 - Sender's signature
2. The commercial invoice should be included with the courier waybill. Applicants shipping via international post should affix a customs declaration label to the outside of the package.
3. WIFFS does not confirm receipt of shipment, and is not responsible for lost or misdirected packages. It is the Applicant's responsibility to ensure that the submission procedure is complete, and that the DVD screener has been received by WIFFS.

6. SELECTION

1. Festival will consider for inclusion in the Festival all eligible films that have been submitted by the above deadline and in accordance with these Terms.
2. All selection decisions are at the sole and absolute discretion of Festival, and are final and unreviewable. WIFFS is not required to provide any feedback, comments or reasons, or any other information, regarding the selection or non-selection of any submitted Film or the process by which Films are or have been selected. Festival is not responsible or liable for its selection decisions; for the contents of any internal comments or feedback regarding the Film that are or may be obtained from the Applicant or anyone else; for any communications by any representative of WIFFS relating to the Film or the Festival selection process; for the manner in which the Film shall be, is or was considered and reviewed; or for any failure on the part of the Festival to provide the Applicant or anyone else with information concerning Festival consideration and/or review of the Film.
3. WIFFS will notify by July 10, 2018 all Applicants who have been selected to participate in the Festival. All Applicants who are not selected to participate in the Festival will be contacted by email on or around July 31, 2018. WIFFS will contact Applicants using the contact information provided in the Withoutabox registration form. Applicants are responsible for providing correct and functional contact information. WIFFS is not responsible for any failed attempts to contact Applicants using the contact information provided.

7. INTELLECTUAL PROPERTY, LEGAL CLAIMS AND INDEMNITIES

1. By submitting the film to WIFFS, the Applicant and Film Owners hereby warrant and represent that: the Film is wholly original and is not copied from and does not include any other work that is the subject of copyright or other protection, unless such work is in the public domain or the Submitting Parties have obtained any and all consents, releases, licenses, and other authorizations or waivers of any kind necessary for the inclusion or reproduction of any person, character, location, thing, trade-mark, sound recording, musical composition or other work in the Film; the Film does not defame any person or violate the common law or statutory rights, including, without limitation, the rights of privacy and publicity or any other right of any person; the Film is not the subject of litigation; nor any dispute which would give rise to litigation there are no agreements, nor will there be any agreements made subsequent to the date of this Film submission that would or could have the effect of impairing the Submitting Parties' ability to provide the Film as contemplated herein, or otherwise conflict with any provision of these Terms; and
2. the Submitting Parties have the full right, power and authority to submit the Film to WIFFS for Festival consideration, and to grant all of the rights granted hereunder and in the Withoutabox registration form, and there is no obligation or disability which would in any way impair, restrict or impede the Submitting Parties from fully performing all obligations pursuant to the submission and these Terms.
3. The Submitting Parties agree to indemnify and hold harmless WIFFS its licensees, successors and assigns, and its and their members, officers, directors, employees, volunteers, agents, representatives, associates and affiliates (each, a "Releasee"), from any claim, suit, action or other proceeding brought against a Releasee and from any losses, costs, or damages, including the Releasee's full legal fees and costs, which it may have suffered or incurred or may suffer or incur, directly or indirectly based on, in connection with, or arising from the use and exhibition of the Film submitted by the Applicant or the breach or alleged breach of any representation, warranty or other agreement made by the Applicant in these Terms, or in the Applicant's Withoutabox registration form.

4. WIFFS takes reasonable anti-piracy precautions. While in WIFFS possession, all Films are securely stored . Access to Films is limited to WIFFS staff who require access in order to screen and consider submissions. By submitting a Film to WIFFS, the Submitting Parties hereby release the Releasees from any and all liability in the event of theft, unauthorized access or copying, or any breach of copyright of the submitted Film while it is in WIFFS's possession.

8. OTHER

WIFFS reserves the right to rule, in its sole discretion, on cases and situations not foreseen by these Terms.