

Boroondara Seniors Film Festival Terms and Conditions

1. Item 1: Promoter

Boroondara City Council

8 Inglesby Road, Camberwell VIC 3124

ABN 83 441 314 965

2. Item 2: Entry

2.1 Boroondara Seniors Film Festival 2024, including:

2.1.1 Seniors' Shorts

2.1.2 Shorts on Seniors

3. Item 3: Entry period

Entries open: 9:00 am AEST on Wednesday 15 May 2024.

Entries close: 11:59 pm AEST on Monday 15 July 2024.

4. Item 4: Entry Procedure

4.1 Entry:

4.1.1 The entrant must submit all films and videos via the Filmfreeway website.

4.1.2 The Promoter will collect the information using ' '. Filmfreeway is a company based in the United States of America (USA) where their servers are located. Filmfreeway's privacy policy is available online on the [Privacy Policy - FilmFreeway](https://filmfreeway.com/page/terms-of-service#tos-filmmakers) <https://filmfreeway.com/page/terms-of-service#tos-filmmakers>.

4.2 Requirements:

4.2.1 The Entry must be an original work of the Entrant;

4.2.2 The entry must comply with the time, age and content requirements that correspond to the category that the Entry is to be submitted to.

4.2.3 The relevant requirements are:

4.2.3.1 Films directed by a Senior, 60 years and over

4.2.3.1.1 Seniors' Shorts:

4.2.3.1.1.1 Max 15 mins (including titles)

4.2.3.1.1.2 Written or directed by a Senior, 60 years and over

4.2.3.1.1.3 Films may be on any subject

4.2.3.1.2 Shorts on Seniors:

Written or directed by filmmakers of all ages.

4.2.3.1.2.1 Films must have cast or main characters of people over 60 years.

4.2.3.1.2.2 Max 15 minutes, including all titles.

4.2.4 Entries will be deemed invalid where:

4.2.4.1 The Entry exceeds the time limit for the category in which the Entrant has submitted the Entry;

4.2.4.2 The Entry was not directed or written by the Entrant;

4.2.4.3 The Entry does not satisfy the eligibility criteria specified in clause 3 for the category that the Entrant has submitted the Entry;

4.2.4.4 The Entrant submits the Entry in a category for which the Entrant is not eligible; or

4.2.4.5 The Entry is considered by the Promoter, in the Promoter's absolute discretion, to be offensive or of an inappropriate nature.

5. Item 5: Selection Detail

5.1 Films will be reviewed and selected by the BSFF review panel based on creativity and skill.

5.2 The panel's decision is final, and no correspondence or discussion will be entered into regarding the Selection.

6. Item 6: Selected Filmmaker(s) Notification

6.1 Selected filmmakers will be notified via email, telephone or post, using the contact details provided in the online entry form by Friday 20 September 2024.

7. Item 7: Submission screening

7.1 Selected films may be screened at the festival, either at a cinema screening, on the Boroondara Seniors Film Festival webpage or Vimeo.

7.1.1 All of the above opportunities may not apply / are not guaranteed to all selected films.

Terms

1. Definitions

- **Selection** means the selection, including each category and sub-category, as specified in Item 2.
- **Entrant** means any person who submits work or purports to submit work to the BSFF.
- **Entry** means an original film created by an Entrant and submitted into the BSFF Selection.
- **Entry Period** means the period specified in Item 3.
- **Entry Procedure** means the procedure specified in Item 4.
- **Immediate Family Member** means a person's spouse, ex-spouse, de facto spouse, parent or step-parent, child or step-child (whether natural or by adoption), grandparent or step-grandparent, sibling or step-sibling, first cousin, uncle, aunt, niece or nephew.
- **Item** means an item in the Schedule of these Terms.
- **Promoter** means Boroondara City Council as specified in Item 1.
- **Schedule** means the schedule at the start of these Terms.
- **Senior** means adult aged 60 years and over.
- **Special Conditions** means the special conditions in Item 8.
- **Terms and Conditions** means these terms and conditions as amended from time to time.
- **Selected Filmmaker Notification** means the procedure specified in Item 6.

2. Acceptance of Terms and Conditions

- 2.1 By submitting your work to the BSFF, you, as the Entrant, acknowledge and agree that:
 - 2.1.1 Information on how to enter and the conditions of entry form part of these Terms and Conditions;
 - 2.1.2 Participation in the BSFF is deemed acceptance of the Terms and Conditions;
 - 2.1.3 All Items may be subject to further conditions contained in attached clauses;
 - 2.1.4 All costs associated with entering the BSFF remain the responsibility of each Entrant;
 - 2.1.5 All details provided by the Entrant are true and accurate.

3. Eligibility

- 3.1 Seniors' Shorts
 - 3.1.1 Entry to the Seniors' Shorts category is only open to entrants aged over 60.
- 3.2 Shorts on Seniors
 - 3.2.1 Entry to the Shorts on Seniors category is open to Entrants of all ages.
- 3.3 General
 - 3.3.1 Employees of the Promoter are ineligible to submit works. Immediate Family Members of employees of the Promoter and BSFF review panel members are ineligible to submit works.
 - 3.3.2 Entrants under the age of eighteen (18) years old must provide parental or guardian consent to enter the Competition. If Entrants under the age of eighteen (18) do not obtain such consent, their Entry will be deemed invalid.
 - 3.3.3 Entrants must have secured all the rights for any copyrighted material such as music, prose and images before submission.
 - 3.3.4 Premiere status is not required, all films are qualified to submit on this basis.

4. How to enter

- 4.1 To submit a film, the Entrant must follow the Submission Procedure specified in Item 4 to the extent that Item 4 is not inconsistent with these Terms and Conditions.

- 4.2 Submissions will be deemed invalid if submitted outside of the Entry Period specified in Item 3.
- 4.3 It is the Entrant's responsibility to provide a link and password that is working.
 - 4.3.1 Films without a working link and password may be disqualified.
- 4.4 Entrants must accept all BSFF terms and conditions.
- 4.5 Entrants must elect to enter either:
 - 4.5.1 Seniors' Shorts; or
 - 4.5.2 Shorts on Seniors.
- 4.6 Entrants are permitted to submit multiple entries.
- 4.7 Non - English language films must have English subtitles.
- 4.8 Any films depicting strong swearing or offensive language, extreme violence, overt nudity or graphic sexual scenes will not be selected.
- 4.9 No material that includes images that are disrespectful or otherwise mocking towards older adults will be accepted.

5. Selection Details

- 5.1 The Promoter will select the Winner(s) following the procedure specified in Item 5.
- 5.2 The Promoter reserves the right to select reserves in case of an invalid Entry or ineligible Entrant.
- 5.3 Where applicable, the review panel will be appointed by the Promoter at its absolute discretion. The panel's decision is final and binding on Entrants.

6. Selected filmmaker(s) Notification

- 6.1 The selected filmmaker(s) will be notified by the procedure in Item 6.
- 6.2 While best efforts will be made to contact selected filmmakers, no responsibility will be held by the Promotor if notifications are not received by the filmmaker.

7. Selection screening

- 7.1 Selected films may be screened as part of the BSFF, either at a cinema screening; or on the Boroondara Seniors Film Festival webpage; or Vimeo.
 - 7.1.1 All of the above opportunities may not apply / are not guaranteed to all selected films.
- 7.2 Entrants must agree to allow BSFF to screen films through both 2024 festival and as promotion for future BSFF festivals.
- 7.3 The Promoter will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or any personal injury suffered or sustained in connection with the BSFF except for any liability that cannot be excluded by law.
- 7.4 The Promoter reserves the right to request proof of identity, proof of residency, proof of age and proof of Entry validity. Proof of identification, residency, age and Entry considered suitable for verification is at the absolute discretion of the Promoter. In the event that a Entrant(s) cannot provide suitable proof the Entrant(s) will forfeit the right of entry.
- 7.5 The BSFF review panel reserves the right to not select or screen a film if they are of the opinion that all entries do not have sufficient merit to warrant screening.

8. Privacy

- 8.1 By entering the Competition, the Entrant consents to any personal information collected being used by the Promoter for the purpose, or directly related purposes, of conducting the BSFF.
- 8.2 The Entrant acknowledges that any personal information collected may also be used to update Council's customer databases to assist the Promoter in discharging its functions or providing services.
- 8.3 The Entrant acknowledges that some personal information collected may also be used and disclosed in the Promoter's marketing promotions and retail activities, or when screening submitted entries and such use and disclosure may occur outside Victoria.
- 8.4 Any personal information collected will not otherwise be disclosed

unless permitted or required by law.

- 8.5 The Entrant acknowledges that if the personal information is not collected, the Entrant's Entry may be invalid.
- 8.6 Requests to access or amend any personal information collected should be made to the Event Officer at active.ageing@boroondara.vic.gov.au.
- 8.7 The Entrant acknowledges and accepts that any Entry submitted to the BSFF will be:
 - 8.7.1 Collected and stored by the Promoter for the purposes of Council and use on the Council website or for other marketing purposes.

9. Release and Indemnity

- 9.1 To the extent permitted by law, all Entrants release from, and indemnify the Promoter against all liability, cost, loss, or expense arising out of acceptance of any submission(s) or participation in the BSFF including (but not limited to) loss of income, loss of opportunity, personal injury, and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

10. General

- 10.1 All decisions and actions of the Promoter relating to the BSFF submissions and/or screening of films are exercised at its absolute discretion and are final. No discussions or correspondence with Entrants or any other person will be entered into.
- 10.2 The Promoter accepts no responsibility for any incorrectly submitted, incomplete, late, lost or misdirected Entries or, for any technical malfunction of any communications network.
- 10.3 Any costs arising directly or indirectly with submissions to the BSFF are the Entrant's responsibility.
- 10.4 The Promoter reserves the right, at their discretion to:
 - 10.4.1 adjudicate on the eligibility of Entrants;
 - 10.4.2 disqualify any Entrant where the Promoter reasonably suspect any unlawful or improper conduct, such as infringing a third

party's intellectual property rights; and

10.4.3 modify, suspend, terminate or cancel the festival, as appropriate.

10.5 The Promoter is not liable for any loss or damage suffered as a result of the online submission of films. The Entrant is responsible for maintaining original copies of the Entries which are submitted.

11. Intellectual Property

11.1 The Entrant remains the owner of all intellectual property rights in any Entry submitted by the Entrant.

11.2 The Entrant agrees to grant to the Promoter a permanent, non-exclusive, irrevocable, royalty-free, worldwide licence to retain, use, publish, communicate, adapt and sub-licence any Entry submitted for Council purposes.

11.3 Where an Entry is screened as permitted under these Terms and Conditions, the Entrant's name and state of residence (if applicable) will also be screened by way of accreditation.

11.4 By entering the BSFF, the Entrant warrants that they have obtained permission from any authorised persons (including but not limited to copyright, trademark, patent and/or design owners and individuals depicted in any photographs or images) to submit the Entry on the Promoter's website, or use the material in marketing, in cinemas or online.

11.5 By submitting a film, the Entrant indemnifies the Promoter against all and any actions, claims or damages, arising from unauthorised use of the Entry (including but not limited to infringement of intellectual property rights) that may be taken against the Promoter by authorised persons.

11.6 Selected filmmakers agree to participate as required in promotional activities relating to the competition, including but not limited to, being interviewed and photographed. The Winner(s) agree to grant the Promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide.