



PHONEY FILM FESTIVAL

2020 Terms and Conditions



Information on how to enter the competition forms part of the terms and conditions of entry. Entry into the competition may only be made using the methods indicated and is deemed acceptance of these terms and conditions.

1. The promoter of the Phoney Film Festival (PFF) is Alice Springs Town Council (ASTC) ABN 45863481471 of 93 Todd Street, Alice Springs, NT 0870.
2. PFF is open to all young people aged between 12 and 25 years residing, at the time of submitting an entry, in the Central Australian Region of the Northern Territory.
3. PFF entries will close on 6 of July 2020 at 5.00 pm. PFF entrants must submit their film by the close date. Entries received after the closing date and time will not be eligible for entry to the competition. All such entries will be deemed ineligible.
4. The competition is open to young people aged 12 to 25 years living in Central Australia as defined.
5. All entries must be original and submitted in an adequate digital format and no greater than 10Gb in size. The entry must be received in one of the following formats:
 - a) MPEG4
 - b) MP4
 - c) MOV
 - d) AVI
 - e) WMV
6. All entries must be shot or recorded on a smartphone or a tablet, or smart device.
7. All entries must be no longer than 5 (five) minutes in length.
8. All entrants must provide their full name, phone contact details and address. Personal information provided by entrants will not be used for any purpose other than for the purposes of the competition, except by written consent or as required by law.
9. Entries can be submitted on a USB via mail or in person to Alice Springs Town Council, addressed to:
Youth Development Officer
Alice Springs Town Council
93 Todd Street
Alice Springs NT 0870
10. Each entrant must obtain consent from all participants in the short film (this includes actors, musicians and the filmmakers).
11. Each entrant must complete an online entry for their film. The entry is evidence of the entrant's consent to these terms and conditions.
12. Entries not made in accordance with these entry terms will be invalid and not considered.
13. Entrants agree, that by participating in PFF, they authorise the promoter to reproduce clips of selected films, for the purpose of advertising and promoting PFF or other youth and film related events, run by ASTC. Being a not-for-profit film festival, the promoter's aim is to promote, and provide exposure to each entrant's film.
14. Entries may be exhibited or reproduced in any medium. The promoter is not required to pay a fee to exercise any intellectual property rights. The promoter will always attribute the creation of the work to the entrant.
15. Each entrant agrees that by participating in PFF, they authorise ASTC to upload film clips to Council's website, facebook and related social media pages owned by ASTC.



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16. The decision of the promoter to accept or reject an entry is final. No correspondence will be entered into.
17. There is no limit to the number of entries per person - each entry must be submitted separately and a separate entry must be completed for each entry; group entries are acceptable.
18. Each entrant warrants that:
 - a. the entry is their own creation and original work; and
 - b. the entry is attributable only to the entrant;
 - c. the entry and the acts of the promoter in relation to the entry do not infringe upon the copyright, intellectual property rights, or moral rights of any person,
 - d. **music used in the film is license or royalty-free; and/ or appropriate permissions have been sought to feature the music,**
 - e. prior to entering the film in PFF, you have gained the consent of all identifiable persons featured in the film.
19. The promoter reserves the right to refuse to accept any entry:
 - a. that contains any material which is or is reasonably likely to be defamatory, obscene, offensive, contrary to standards of decency;
 - b. that has been submitted in bad faith;
 - c. or which the promoter has reasonable grounds to believe infringes the intellectual property rights (including the moral rights) of a third party
 - d. **that includes licensed music without the necessary permissions sought.**
20. Entries must not contain any material that is defamatory, obscene, indecent, harassing or threatening or is otherwise unlawful.
21. **Each entrant must have permission to use music in the entered film. There are a number of free copyright music websites you can access. Please acknowledge music source in film credits.**
22. The film must not contain material that would be likely to cause the film to be classified "M" or a higher classification. A copy of the Guidelines for the Classification of Films and Computer Games can be found at <http://www.comlaw.gov.au/Series/F2005L01286>.
23. Any entry, that at the discretion of the promoter, is deemed to be offensive, defamatory, indecent, obscene or discriminatory, will immediately be disqualified from entering PFF. The promoter's decision in relation to any aspect of PFF is final. No correspondence and discussion will be entered into.
24. By entering PFF each entrant agrees to indemnify council against all loss, damage, costs (including legal costs) or liability whatsoever arising out of or in connection with the entrant's breach of these terms and conditions (including the content requirements).
25. The entrant (or where the entrant is a minor, then the parent or guardian) shall indemnify and release council in respect of any judgement, action, or liability for all loss, damage or injury to persons or property arising from the negligence of the entrant (or where the entrant is a minor, then the parent or guardian); or against any breach by the entrant of any third party intellectual property rights and against any act or omission by the entrant (or where the entry is a minor, their parent or guardian) commenced by a third party against the promoter.
26. The promoter will appoint a panel of judges, who will select a winner, second (2nd) place, third (3rd) place. If determined, highly commended prizes may also be awarded. All decisions made in relation to the winners will be final, and not subject to review.
27. The following criteria will be considered in judging of all entries:
 - Originality & coherence of story (20%)



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- Use of visual language/ cinematography (20%)
 - Sound design (20%)
 - Editing (20%)
 - X Factor/ Overall Vibe (20%)
28. The 'People's Choice' winner/s will be selected based on the greatest number of votes received at the Entrant Screening and Awards Ceremony.
 29. Prizes will be awarded by ASTC at its absolute discretion to the winning entrants.
 30. If ASTC becomes aware after the prizes have been awarded that an award winning entry does not meet the competition terms and conditions, then the entry winner will:
 - a. not have any entitlement, right or interest in the prize; and
 - b. will be required, at the discretion of ASTC, to return, refund or otherwise make restitution of the respective prize.
 31. ASTC reserves the right in its complete discretion to have the judges select another winner in the event of the winning entrant being unable to satisfy these terms and conditions or forfeiting or not claiming a prize.
 32. For any prize that remains unclaimed three (3) months after the announcement date, the entrant that submitted the next best valid entry, as determined by the judges, will be awarded the prize, subject to any written direction given under applicable law.
 33. Entrant screening and Awards Ceremony will be held 16 July 2020 at Alice Springs Cinema, located at Todd Plaza, 11 Todd St, Alice Springs NT 0870. Winners will be announced at this event.
 34. The promoter's decision to screen a film, or any film clip, at any event, is final.
 35. ASTC may, at its sole discretion cancel, terminate, postpone, modify or suspend the Competition. ASTC reserves the right to cancel the Competition if fewer than 3 entries are received by the Closing Date and Time.
 36. If ASTC cancels or postpones the Competition, or part thereof:
 - a. It shall not be required to conduct the competition at any other time; and
 - b. It shall not be liable to any person or institution for any loss or damage arising out of, or in connection with, the cancellation or postponement of the Competition (including, without limitation liability for negligence); and
 - c. It will not be required to award the prize to any entrant.
 37. If at any time any circumstance or event beyond ASTC's control occurs that affects the conduct of the competition in accordance with these competition terms and conditions, ASTC may take such action as it considers appropriate, including disqualifying any entrant, cancelling, postponing, suspending or varying the competition.
 38. Words expressed in the singular in these terms and conditions also include the plural.

If you have any further questions regarding the Terms and Conditions of Phoney Film Festival, please contact the Youth Development Officer at astc@astc.nt.gov.au, or (08) 8950 0500