

## **Terms and Conditions**

### **1. SUBMITTING CONTENT**

Sunshine Short Film Festival will use the term “content” to mean and refer to any and all content, videos, films, media, captures and all other materials, such as publicity stills or other supporting content you submit to us.

Each time you submit content to the for selection, you will be confirming your acceptance of, and agreement to be bound by, all the terms and conditions of Sunshine Short Film Festival’s Terms of Use, including, without limitation, this Agreement.

To be considered for the Sunshine Short Film Festival, your content must meet all the specifications and requirements relating to formatting, compatibility, operating characteristics and submission and these can be found on the website.

In order to submit content, you will also need to meet Age Requirements and your content must meet Sunshine Short Film Festival’s Content Requirements.

We will not be responsible for lost, damaged, misdirected, unusable or unreadable content. Before submitting content you will need to complete your registration for the festival via the website.

### **2. AGE REQUIREMENTS**

If the entrant is under 13 years of age, the parent or guardian will need to complete the registration form and include the name of both the participating child or children and the parent or guardian. Submission of the registration form confirms that the parent/guardian has read and agrees on behalf of the child or children to be bound by this agreement and understands, agrees and shall be fully responsible for the submission. If you are aged 13 to 18 years of age (you are considered a minor where you live) and you submit content for selection in the Sunshine Short Film Festival, you are confirming to that you have received your parent’s/guardian’s express consent to do so and that your parent/guardian (i) has read and, on your behalf, agrees to be bound by this agreement; and (ii) understands, agrees and shall be fully responsible for your submission.

### **3. CONTENT REQUIREMENTS**

You are solely responsible and liable for the content you submit (and the consequences thereof) made under your name, user name, e-mail address, password, and your registration or profile information. The content does not reflect the views of the Sunshine Short Film Festival. The Festival reserves the right, at any time, without notice and without limiting any and all other rights we may have under this Agreement, at law or in equity, to remove and delete your content from [www.sunshineshortfilmfestival.com.au](http://www.sunshineshortfilmfestival.com.au)

You agree you will not submit any content that is libellous, defamatory, obscene, pornographic, sexually, racially, culturally, or ethnically offensive, harassing, intimidating, threatening, hateful, discriminatory or abusive. You also agree you will not submit any content for commercial or business purposes because it may adversely affect Sunshine Short Film Festival’s ability to gain support from third parties which assist the festival or any of it’s associated activities website to continue.

Sunshine Short Film Festival reserves the right to delete or reject any content that in its sole discretion deems abusive, defamatory, obscene, pornographic, in violation of copyright, trademark or other intellectual property rights. reserves the right to edit your content for the purposes of promoting the website. Sunshine Short Film Festival reserves the right to remove and take down your content without notice if any content is in violation of any of the terms or conditions of this Agreement. If receives notice of any claim of infringement that satisfies specific legal requirements, may remove content associated with such claims and will notify you if your content is removed.

In regards to intellectual property, you are fully responsible for the clearance of any music, sound, images or graphics contained in your entry. If any record company or music publisher contacts us about an entry’s music rights, we will refer that company to you so be sure to obtain all the appropriate clearances beforehand.

#### 4. COPYRIGHT; CONTENT REQUIREMENT VIOLATIONS; BREACH OF AGREEMENT

If you believe any content on [www.sunshinefilmfestival.com.au](http://www.sunshinefilmfestival.com.au) violates the copyright of any other party or violates the terms of this Agreement or in any other way infringes upon the rights of others, you can notify us by email at [admin@sunshinefilmfestival.com.au](mailto:admin@sunshinefilmfestival.com.au)

#### 5. RIGHTS GRANTED TO SUNSHINE SHORT FILM FESTIVAL

In connection with the content you submit to us for consideration in the and associated videocasts, you are authorising to host, cache and store your content and grant a non-exclusive, worldwide, perpetual and royalty free right and license to use and distribute your content online through [www.sunshineshortfilmfestival.com](http://www.sunshineshortfilmfestival.com), partner IPTV networks or similar, and through mobile phone networks.

The rights described in this agreement and granted to commence immediately upon submission of content to and continue indefinitely. You may write to at any time and request termination of the nonexclusive license, whereupon will remove your content from [www.sunshinefilmfestival.com](http://www.sunshinefilmfestival.com) and all associated distribution within 90 days.

Sunshine Short Film Festival has the right to include your film or video in its promotional activities. This may include, but is not limited to, the creation of showreels and advertisements promoting the Sunshine Film Festival, physical screenings, viral campaigns, presentations and product pitches. Sunshine Short Film Festival has the right to compress, transcode, and package your film for online and offline presentation.

Sunshine Short Film Festival has the right to screen your film at and partner events, including screenings and launches associated with the festival and otherwise.

Sunshine Short Film Festival has the right to assign or sub-license any and all rights granted to to third party terrestrial television networks that partner with the Sunshine Short Film Festival. If receives any profit from assigning or sub-licensing your content, pass on fifty percent of the revenue received directly to you. may contact you to obtain or clarify rights for television distribution of your film.

Sunshine Short Film Festival has the right to package and distribute your film or video as part of a promotional DVD (not for resale).

#### 6. OWNERSHIP

Sunshine Short Film Festival does not claim any ownership rights to the content that you submit to [www.sunshineshortfilmfestival.com](http://www.sunshineshortfilmfestival.com). The Festival retains all rights, titles and interest in and to [www.sunshineshortfilmfestival.com](http://www.sunshineshortfilmfestival.com), including, but not limited to all associated intellectual property and proprietary rights existing anywhere in the world and you acquire no ownership, proprietary or other rights, title or interest in or to the [www.sunshineshortfilmfestival.com](http://www.sunshineshortfilmfestival.com), any software or other information or materials we provide or make available to you. If the Sunshine Short Film festival provides you or makes software available to assist you in any download, upload or other process, the software is provided "as is" without representations or warranties of any kind. You acquire no rights in or to such software other than the limited, revocable, non-exclusive and non-transferable license to use that software solely in connection with [www.sunshinefilmfestival.com.au](http://www.sunshinefilmfestival.com.au). will not be liable for malfunctions, loss of data, damage to hardware, programs or devices resulting from use of any software or interaction with [www.sunshineshortfilmfestival.com](http://www.sunshineshortfilmfestival.com). You must use your own programs and firewalls to scan all software, to prevent intrusion, viruses, other malicious code and damage. is not responsible for any damage if you fail or are unable to do so.

You must own the rights to the content you submit and each element of the content you submit and the right to grant all of the authorisations, rights and licenses described in this Agreement. If you do not exclusively own all of these rights, you must have all necessary authorisations, permissions, approvals, consents, rights and licenses from the owner(s) to enter into this agreement, perform and comply with all of its obligations.

#### 7. FINANCIAL CONSIDERATION

Upon entering into this agreement, you agree that the Sunshine Short Film Festival reserves the right to sell advertising in connection with your content and otherwise benefit from and/or realise

revenue in connection with your content. The Sunshine Short Film Festival will pass on fifty percent of revenue received from the sublicensing of your content to television (in the case of terrestrial) and mobile phone networks.

## **8. INDEMNIFICATION**

Your indemnification obligations under the Terms of Use include any third party claims arising from or caused by your content, the submission of your content, Sunshine Short Film Festival's use of your content consistent with the rights granted to by this agreement and/or any use you may make of the service.

## **9. DISCLAIMERS AND LIMITATION OF LIABILITY**

Your use of the [www.sunshineshortfilmfestival.com.au](http://www.sunshineshortfilmfestival.com.au) is at your own risk. You are solely responsible for your content, the representations and obligations under this agreement and for any damages to your computer system or loss of data resulting from your use of the service.

Disclaims all liability for any use not specifically authorised or that is in violation of this agreement or the laws or regulations that may apply to you in any jurisdiction or country. Expressly disclaims all liability for any and all damages, whether direct, consequential, special, indirect, exemplary or punitive damages, howsoever arising or caused, whether foreseeable or not, regardless of the form of action or the basis or characterization of the claim and even if advised of the possibility of damages.

## **10. GENERAL**

This Agreement, together with our Terms of Use, is the entire agreement between you and relating to your submission of content for use in at [www.sunshineshortfilmfestival.com.au](http://www.sunshineshortfilmfestival.com.au) and the subject matter of this agreement supersedes any prior or inconsistent agreements. may terminate this agreement with you, your registration and your right to use [www.sunshineshortfilmfestival.com](http://www.sunshineshortfilmfestival.com) at any time without notice to you.

## **11. LAW THAT APPLIES TO THIS AGREEMENT**

This agreement is made in the State of Victoria, Australia, and is governed by the non-exclusive jurisdiction of the courts of the State of Victoria, Australia.

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