

MOVIEFEST 2022 CONDITIONS OF ENTRY

You must sign this form (see below) to be eligible for entry into the MovieFest 2022 Competition.

1. By completing this entry form and delivering it to the MovieFest Charitable Trust at 84 High Street, Dannevirke by 26 August 2022, the Producer has applied to enter one Movie in the 2022 MovieFest Charitable Trust competition and accepts that the conditions contained in this entry form create a binding agreement between the MovieFest Charitable Trust and the Producer.

2. The MovieFest Charitable Trust may, in its absolute discretion, and without giving reasons, select the Movie for the last judging round of the finalists for viewing on the days of 14th November 2022 or such other date as the MovieFest Trust may nominate. Any prizes awarded are not transferable, replaceable or redeemable.

3. If the Movie is not Selected for the Festival, the MovieFest Charitable Trust will, on or before 14th November 2022, notify the Producer and make the Movie available for collection by the Producer after 14th November 2022 until 12 December 2022, after which time the Movie may be disposed of by the MovieFest Charitable Trust.

4. The Producer makes the following guarantees to the MovieFest Charitable Trust:

- (a) the Movie was made by the Producer specifically for the Festival;
- (b) the Movie complies with the "Guidelines for Entry" contained within this entry form;
- (c) the Movie has not been, and will not be prior to the Festival Day, viewed by the public by any means;
- (d) the rights (including intellectual property rights, eg copyright) in the Movie have not been, and will not be prior to the Festival Day, assigned or licensed (ie given away or permitted to be used) to any party other than the MovieFest Charitable Trust;
- (e) the Producer is entitled to reproduce and exploit all of the underlying rights (for example the script and music) in the Movie by including these in the Movie;
- (f) all the actors in the Movie have consented in writing to the use of their performances in the Movie;
- (g) the Producer is the owner, or has permission from the owner, of the copyright in the sound recordings comprising the soundtrack to the Movie and the works (ie lyrics and music) reproduced in those sound recordings;
- (h) the Producer has obtained from each contributor to the Movie a written consent to their work being edited, altered and/or reproduced, in any manner or context, by the Producer, and any person authorised by the Producer to do so (including the MovieFest Trust), and such consents have been obtained to the full extent permitted under the Copyright Act, 1994 (Moral Rights Consents);
- (i) the Producer has obtained from each contributor to the Movie authorisation for the MovieFest Charitable Trust to use the contributor's name and likeness in connection with any publicity for the Festival and related competitions, and an undertaking that the contributor will perform publicity appearances for the Festival and related competitions if reasonably requested by the MovieFest Charitable Trust;
- (j) the Producer is entitled to grant to the MovieFest Charitable Trust permission to make use of each and every right referred to in clause 5 below and the use or exploitation of the Movie as contemplated by this entry form will not violate the rights (including copyright) of any third party;
- (k) the Producer will pay all fees and other charges related to entry of the Movie in the Festival;
- (l) all details in this entry form are true and correct; and
- (m) the Producer indemnifies the MovieFest Charitable Trust against any and all claims made against the MovieFest Trust in relation to the guarantees provided by the Producer in this clause 4 of this entry form.

5. Subject to clauses 6 and 7, in consideration of the MovieFest Charitable Trust reviewing the Movie for the purpose of the Movie being Selected for the Festival, the Producer grants an exclusive license in New Zealand to the MovieFest Trust (whether or not the Movie is Selected for the Festival) to do any and all of the acts now or subsequently comprising the copyright in the Movie, including:

- (a) all such acts in connection with any Movie festival conducted or participated in by the MovieFest Charitable Trust;
- (b) to include or embody the Movie in another Movie produced by the MovieFest Charitable Trust or an assignee or licensee of the MovieFest Charitable Trust and in respect of which the MovieFest Charitable Trust or its assignee or licensee will own or license any or all rights, being:
 - (i) a collection or compilation of Movies seen in public at any Movie festival conducted or participated in by the MovieFest Charitable Trust; or
 - (ii) a Movie comprising Movies, or parts of Movies, seen in public at any such festival;
- (c) to communicate the Movie to the public by any means including, but not limited to, by means of the Internet, cable, satellite, and by any media now existing or subsequently devised; and
- (d) without limiting the generality of paragraph (c) above, to communicate the Movie to the public by any means at, from or otherwise in connection with any movie festival conducted by the MovieFest Charitable Trust.

6. Notwithstanding clause 5, if the MovieFest Trust notifies the Producer that the Movie is not Selected for the Festival, the licence granted to the MovieFest Charitable Trust in clause 5 of this entry form will become a non-exclusive licence, and all remaining rights will revert to the Producer, on 14th November 2022 (or such other date as the MovieFest Trust may notify the Producer that the Movie has not been Selected). However, a Producer whose Movie has not been Selected for the Festival may request the MovieFest Charitable Trust to terminate the non-exclusive licence granted in this clause 6 of this entry form by writing to the MovieFest Charitable Trust, identifying the Movie and requesting such termination, and the MovieFest Charitable Trust must, upon such request, immediately terminate the non-exclusive licence granted in this clause 6 and notify the Producer in writing. Upon the Producer receiving such written notification from the MovieFest Trust, the licence of the Movie to the MovieFest Charitable Trust will be terminated and neither the MovieFest Charitable Trust nor any assignee or licensee of the MovieFest Charitable Trust will have any rights, including copyright, in the Movie.

7. Notwithstanding clause 5, if the Movie is Selected for the Festival, the Producer may, after the Festival Day, enter the Movie in other Movie festivals, but only for the purposes of the Movie being viewed on other Movie festival days and not for any other purpose. The Producer may, however, request that the MovieFest Trust grant non-exclusive rights to the Producer or exclusive rights in the Movie to a third party in any territory by writing to the MovieFest Charitable Trust requesting such consent and providing details of the proposed arrangement or agreement with that third party. The MovieFest Charitable Trust will, having regard to any arrangements and agreements that the MovieFest Charitable Trust has or may have with other parties in relation to the Movie, not unreasonably withhold its consent to such request.

8. Notwithstanding anything contained in this entry form, the Producer will not grant any rights in the Movie to any person:

- (a) prior to the Festival Day; or
- (b) where the grant of such rights would put the MovieFest Charitable Trust in breach of any agreement or arrangement made known to the Producer by the MovieFest Charitable Trust or which the Producer ought to be aware.

9. The Producer authorises the MovieFest Charitable Trust to do any and all acts comprised in the Copyright Act, 1994, Part IV (Moral Rights Consents).

10. The Producer authorises the MovieFest Charitable Trust to use the Producer's name and likeness in connection with any publicity for the Festival and related competitions, and the Producer agrees to undertake publicity appearances for the Festival and related competitions as reasonably requested by the MovieFest Charitable Trust.

11. The agreement created by this entry form is made in New Zealand and is governed by the non-exclusive jurisdiction of the courts of New Zealand. The Producer will do such acts and sign, or cause to be signed, such instruments as the MovieFest Charitable Trust may reasonably require for the purposes of this agreement. The MovieFest Charitable Trust may assign or license its interest under this agreement. The Producer must not assign or license its interest under this agreement. Where any party comprises more than one person, a reference to that party includes each such person severally and all such persons jointly. A reference to a person includes a body corporate.

The singular includes the plural and vice versa. The words and expressions used in this agreement have the meanings given to them in the Copyright Act, 1994 unless expressly stated to the contrary in this agreement. A reference to a "Movie" is a reference to a "cinematograph Movie". In the case of any inconsistency between the provisions of this entry form and any other language contained in this document, the provisions in this entry form prevail.

I, the Producer, understand and agree to the terms and conditions of entry as outlined above and certify that I am entitled to enter in my chosen category and prepared to produce such evidence if required.

Name of entry _____

Producer(s) name (please print) _____

Producer(s) signature _____

Signed on _____ day of _____ 2022

MAKE A MOVIE WIN A PRIZE

DANNEVIRKE
PHARMACY

WESTLOW
WORKSHOP

NATIVE
woodcraft.co.nz

REGISTRATION FORM

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3

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MovieFest 2022

www.moviefest.nz

MovieFest 2022

GUIDELINES FOR ENTRY

The aim of MovieFest 2022 is to encourage the amateur movie makers of New Zealand, and to promote and showcase the talent New Zealand has to offer. We aim to promote the use of digital video editing tools and to promote the use of computers for digital video editing.

- Your movie must be made specifically for MovieFest 2022
- MovieFest 2022 must be your movie's first public screening
- Your movie must be no longer than 5 minutes including any titles and credits
- Your movie must contain or relate in some way to the MovieFest 2022 topic.

What is the deadline for MovieFest 2022?

The deadline for registration to enter the competition is **5:00pm, 26 August 2022**. Movies and movie detail forms must be completed and received by the organisers prior to **5:00pm, 17 October 2022**.

Does MovieFest accept international entries?

No. Entrants must have a New Zealand residential address.

Which genres of movies will MovieFest accept?

Generally all, including animations, documentaries and entirely computer generated movies.

Are there other restrictions?

MovieFest 2022 must be your movie's first public screening. This means that the movie must not have been screened at any other movie festival, on free to air or pay TV, in cinemas or any other public arena prior to MovieFest. This restriction does not include cast and crew screenings.

Can I re-edit a movie that has already screened so it fits the MovieFest guidelines?

No! We consider this a different version of the same movie, therefore if it has screened previously, it is not eligible for MovieFest.

Does MovieFest place restrictions on swearing or sexual/violent content?

MovieFest movies will be screened to family audiences and must not contain any swearing or sexual/violent content.

Does it cost anything to enter?

Yes, it costs NZ\$25 (including GST). You can include a cheque or money order with your entry form.

Do I have to obtain copyright clearance for the music, performance or script?

YES! The moviemaker must own all copyright for or have written permission to use all content in the movie, including music, performance and script.

Can I use any piece of music as long as I have permission?

You can use most pieces of music granted you have received the necessary permissions. Well known/published music can become very expensive to use. You will need to have cleared rights to use the piece of music in "all media" and in "all locations". Try to use local music in your movie. It means that local musicians and composers can benefit from MovieFest, as well as every one else, and it is usually easier to organise. Don't limit the life of your movie by making hasty music choices or leaving this till the last minute. Music should be one of the first things you consider when planning your production.

Are all decisions made by the MovieFest Staff and Judges final?

We will not accept any correspondence into the final results supplied by the judges and may rescind any prize if any impropriety is subsequently found in the completion of any entry.

What is the MovieFest Topic (MFT) for 2022?

The MFT for 2022 will be announced on **27 August 2022** at the commencement of the competition. Moviemakers are invited to interpret the MFT in any way they choose - we strongly encourage a creative interpretation of the word!

Why does my movie have to feature the MFT & how can I use it?

The MFT is meant to show that your movie was made specifically for the festival as MovieFest is about encouraging production, not just exhibition.

What are the entry categories?

There are three entry categories: Primary & Intermediate Schools, Secondary Schools and Hobbyists - (hobbyists must not currently be employed in the video or film industry).

What is the maximum length for MovieFest movies?

5 minutes including titles and credits.

Is there a minimum length?

Yes, 3 minutes

Can I submit more than one movie for competition?

Yes - there is no restriction on number of entries providing an entry fee is paid for each movie and movie detail form completed.

What format do you accept for entry?

You must submit an online Digital link of your movie to our email address before **5pm on the 17th October 2022**. You will be kept updated with the progress of your movie through the judging stages via email. Please ensure your contact details are updated at <http://www.moviefest.nz> if they have changed since sending this form.

MovieFest 2022

REGISTRATION FORM

(Please print and tick appropriate boxes)

Office Use Only

MoviesFest ID:

Received Date:

Paid: \$

Referred by:

Name:
(school name, group name, team name)

Contact Name:

Contact Address:

Contact Email:

Contact Phone: Mobile:

Category:

Primary School

Secondary School

Hobbyist

Entry Fee

Entries (\$25 ea)

No. \$

Please fill in this form and sign the Conditions of Entry on page 1 and send both pages with payment to:

MovieFest Charitable Trust

84 High Street

Dannevirke

Registration forms must arrive at our address prior to **5pm, 27 June 2022** to be eligible.

You will also need to fill in a separate detail sheet for each movie you enter. This will be supplied on receipt of this registration form.

