

The logo for the Portable Film Festival is contained within a white rounded rectangle with a thin blue border. The word "PORTABLE" is written in a large, bold, sans-serif font, with "PORTA" in blue and "BLE" in red. Below it, the words "FILM FESTIVAL" are written in a smaller, blue, all-caps sans-serif font.

# PORTABLE FILM FESTIVAL

## **Portable Film Festival 2010 Terms and Conditions**

### **In Brief**

The Portable Film Festival is conceived as a way of assisting filmmakers distribute their work and further promote their activities.

We see the festival as an alternative means of promoting independent filmmakers outside of traditional cinema and film festival models.

When you submit your film and video to the Portable Film Festival, you grant us a non-exclusive licence in perpetuity to distribute your work through the Portable Film Festival website, through other online partner portals such as MySpace and YouTube as well as mobile devices including mobile phones, iPods and PlayStation Portables.

This also includes presenting your work for promotional activities that may include editing elements of your content into promotional footage or screening it at workshops, launches or seminars, or other public screen events or presentations. We don't own your film, you just grant us a non-exclusive license to use it.

In the event that a third party television network expresses interest in involving your film in terrestrial broadcast, we will contact you to ask if we can act on your behalf and obtain broadcast rights. We'll also pass on fifty percent of any revenue received directly to you. Television isn't really our thing – our love affair is with online and portable – but if there's an offer of a good opportunity to have more people view your film, we're happy to help. If television isn't your thing, then no problem, your film doesn't have to go there if you don't want it.

You will notice some films featured in the Portable Film Festival are “sponsored” or include advertising. Any revenue generated from this kind of sponsorship or advertising is used to support the festival, and to help promote your content to the world. And by the way, we are completely independently owned and run...

### **In Full**

Submitting your content to the Portable Film Festival constitutes full and complete acceptance of the terms of this agreement.

Portable Film Festival has the right to change the terms and conditions of this agreement any time and PFF will post the changes on [www.portablefilmfestival.com](http://www.portablefilmfestival.com). If you disagree with any updated terms in regards to your content, you'll need to let us know in writing; otherwise, your acceptance of updated terms and conditions will be assumed.

## **1. SUBMITTING CONTENT**

PFF 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 Portable Film Festival for selection, you will be confirming your acceptance of, and agreement to be bound by, all the terms and conditions of PFF's Terms of Use, including, without limitation, this Agreement.

To be considered for the Portable 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 PFF's Age Requirements and your content must meet PFF's Content Requirements.

We will not be responsible for lost, damaged, misdirected, unusable or unreadable content.

## **2. AGE REQUIREMENTS**

The Service is only available for use by persons who are 13 years of age or older. If you are considered a minor where you live (generally under 18 years of age) and you submit content for selection in the Portable Film Festival, you are confirming to PFF 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 Portable Film Festival. PFF 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.portablefilmfestival.com](http://www.portablefilmfestival.com).

You agree you will not submit any content that is libelous, 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 PFF's ability to gain support from third parties which assist the website to continue.

PFF reserves the right to delete or reject any content that PFF in its sole discretion deems abusive, defamatory, obscene, pornographic, in violation of copyright, trademark or other intellectual property rights. PFF reserves the right to edit your content for the purposes of promoting the website. PFF 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 PFF receives notice of any claim of infringement that satisfies specific legal requirements, PFF 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.portablefilmfestival.com](http://www.portablefilmfestival.com) 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 PFF by email at [director@portable.tv](mailto:director@portable.tv).

#### **5. RIGHTS GRANTED TO PFF**

In connection with the content you submit to us for consideration in the Portable Film Festival and associated videocasts, you are authorising PFF 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.portablefilmfestival.com](http://www.portablefilmfestival.com), partner IPTV networks or similar, and through mobile phone networks.

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

PFF 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 Portable Film Festival, physical screenings, viral campaigns, presentations and product pitches.

PFF has the right to compress, transcode, and package your film for online and offline presentation.

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

PFF has the right to assign or sub-license any and all rights granted to PFF to third

party terrestrial television networks that partner with the Portable Film Festival. These currently include the ABC (Australia) and TIVO (Australia). If PFF receives any profit from assigning or sub-licensing your content, PFF pass on fifty percent of the revenue received directly to you. PFF may contact you to obtain or clarify rights for television distribution of your film.

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

## **6. OWNERSHIP**

PFF does not claim any ownership rights in the content that you submit to [www.portablefilmfestival.com](http://www.portablefilmfestival.com). PFF retains all right, title and interest in and to [www.portablefilmfestival.com](http://www.portablefilmfestival.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.portablefilmfestival.com](http://www.portablefilmfestival.com), any software or other information or materials we provide or make available to you. If PFF 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.portablefilmfestival.com](http://www.portablefilmfestival.com).

PFF 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.portablefilmfestival.com](http://www.portablefilmfestival.com). You must use your own programs and firewalls to scan all software, to prevent intrusion, viruses, other malicious code and damage. PFF 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, PFF reserves the right to sell advertising in connection with your content and otherwise benefit from and/or realise revenue in connection with your content.

PFF 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, PFF’s use of your content consistent with the rights granted to PFF by this agreement and/or

any use you may make of the service.

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

YOUR USE OF THE [WWW.PORTABLEFILMFESTIVAL.COM](http://WWW.PORTABLEFILMFESTIVAL.COM) 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.

PFF 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. PFF 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 PFF relating to your submission of content for use in the Portable Film Festival at [www.portablefilmfestival.com](http://www.portablefilmfestival.com) and the subject matter of this agreement supersedes any prior or inconsistent agreements. PFF may terminate this agreement with you, your registration and your right to use [www.portablefilmfestival.com](http://www.portablefilmfestival.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.