



TERMS & CONDITIONS

PORTABLE FILM FESTIVAL CALL FOR ENTRIES
IN PARTNERSHIP BETWEEN
EYEKA AND THE PORTABLE FILM FESTIVAL (Portable Content Pty Ltd)

The Portable Film Festival is conceived as a way of assisting filmmakers to 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** license to distribute your work through the Portable Film Festival website, through other online portals such as Eyeka, 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. 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 broadcasting the festival program, 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 sponsorship or advertising is used to support our hardworking staff and to help brand and promote your content through marketing and promotions. And by the way, we are completely independent owned and run.

Music

In regards to music, you are fully responsible for the clearance of any music or sound 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.



Portable Film Festival 2009 Terms and Conditions of Entry

In Full

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

Portable Content Pty Ltd (PC) has the right to change the terms and conditions of this Agreement any time and PC will post the changes on www.portablefilmfestival.com. You agree to be bound to any changes to this Agreement when you use www.portablefilmfestival.com.

1. SUBMITTING CONTENT

PC will use the term "content" to mean and refer to any and all content, videos, films, media, captures and materials you submit to us.

Once you have registered with www.portablefilmfestival.com, you will become a Member. www.portablefilmfestival.com allows Members to create a unique personal profile in order to post comments during the Portable Film Festival.

Once you become a Member, you can submit content for selection in the Portable Film Festival. 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 PC'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 www.portablefilmfestival.com. In order to submit content, you will also need to meet PC's Age Requirements and your content must meet PC'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 PC 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 or PC. PC 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.

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 PC's ability to gain support from third parties which assist the Website to continue.

PC reserves the right to delete or reject any content that PC in its sole discretion deems abusive, defamatory, obscene, pornographic, in violation of copyright, trademark or other intellectual property rights. PC reserves the right to edit your content for the purposes of promoting the Website. PC 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 PC receives notice of any claim of infringement that satisfies specific legal requirements, PC may remove content associated with such claims and will notify you if your content is removed.

4. COPYRIGHT; CONTENT REQUIREMENT VIOLATIONS; BREACH OF AGREEMENT

If you believe any content on 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 PC by email at info@www.portablefilmfestival.com.

5. RIGHTS GRANTED TO PC

In connection with the content you submit to us for consideration in the Portable Film Festival and associated videocasts, you are authorising PC 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 and through mobile phone networks.

The rights described in this Agreement and granted to PC commence immediately upon submission of content to PC and continue for the duration of the then current Portable Film Festival. After the conclusion of the then current Portable Film Festival, you may write to PC and request termination of the non-exclusive license and PC has 30 days to remove your content from www.portablefilmfestival.com.

PC has the right to include your film or video in its promotional activities. This may include, but is not limited to, the creation of show reels and advertisements promoting the Portable Film Festival, physical screenings, viral campaigns, presentations and product pitches.

PC has the right to compress and package your film for portable distribution including, but not limited to, iPod, PSP and mobile formats.

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

PC has the right to assign or sub-license any and all rights granted to PC to third party mobile phone operators or mobile phone content aggregators. If PC receives any profit from assigning or sub-licensing your content, PC pass on fifty percent of the revenue received directly to you.

PC will contact you to obtain rights for television distribution of your film and will not act on your behalf without prior written consent.

PC has the right to package and distribute your film or video as part of a Portable Film Festival DVD.

6. OWNERSHIP

PC does not claim any ownership rights in the content that you submit to www.portablefilmfestival.com. PC retains all right, title and interest in and to 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, any software or other information or materials we provide or make available to you. If PC 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.



PC 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. You must use your own programs and firewalls to scan all software, to prevent intrusion, viruses, other malicious code and damage. PC 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, PC reserves the right to sell advertising in connection with your content and otherwise benefit from and/or realise revenue in connection with your content.

PC will pass on fifty percent of revenue received from the sublicensing of your content to television 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, PC's use of your content consistent with the rights granted to PC 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 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.

PC 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. PC 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 PC relating to your submission of content for use in the Portable Film Festival at www.portablefilmfestival.com and the subject matter of this Agreement supersedes any prior or inconsistent agreements. PC may terminate this Agreement with you, your registration and your right to use 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.