

## **RBC® EMERGING FILMMAKERS COMPETITION**

### **(THE “COMPETITION”)**

#### **RULES AND REGULATIONS**

PARTICIPATION IN THIS COMPETITION CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT AND ACCEPTANCE OF THESE RULES AND REGULATIONS (herein referred to as the “Rules”.) ALL DOLLAR AMOUNTS ARE IN CANADIAN FUNDS. THE COMPETITION IS ORGANIZED BY Gimli Film Festival (herein referred to as “GFF”). WE ARE GRATEFUL TO ROYAL BANK OF CANADA (herein referred to as the “Bank”) FOR THEIR SUPPORT AND FOR PROVIDING FUNDING FOR THE COMPETITION PRIZE.

For greater certainty: the terms ‘filmmaker’, ‘participant’, ‘entrant’ and ‘you’ are used interchangeably to refer to the individual submitting a Submission (as hereinafter defined, pursuant to the Rules for the purposes of participating in the Competition;

#### **Phase One: Registering to Participate**

##### 1. Film Submission Period:

The competition entry period begins at 12:00 am (CST) on **February 1<sup>st</sup>, 2019** and ends at 11:59 PM (CST) on **June 7<sup>th</sup>, 2019** (the ‘Competition Entry Period’).

##### 2. Eligibility Criteria:

The RBC Emerging Filmmaker Competition is open to residents of Manitoba who are of the age of majority at the start of the Competition Entry Period and who have:

- Less than three years experience in filmmaking
- Some completed basic training – can be formal (university or college studies) or informal (production courses, workshops, hands-on experience in media arts production) etc.
- At least one completed independent film or video work that has been presented in a professional or film industry related context.

All interested applicants must complete their application to participate during the Competition Entry Period and all final submissions (each, a “Submission”) must be submitted by the end of the Competition Entry Period.

In order to be considered valid, a Submission must include:

- \* the completed application form,
- \* signed release form,
- \* project synopsis,
- \* project outline,
- \* resume of filmmaker pitching his or her project.

The Submission must be in one digital file (in doc, docx or pdf formats). Finalists are expected to make reasonable efforts to be available and participate in media events associated with announcement of the Competition finalists and to participate in an ad campaign at no additional compensation. [NOTE: Consider making this a requirement rather than just asking them to use “reasonable efforts to be available” if this is something we will need; otherwise might be difficult to enforce.]

##### 3. How to Enter

- Only one Submission per person will be accepted.
- Read these rules.

- Complete the online registration form including confirmation of acceptance of the Rules and send a signed copy to the Festival Director post marked by **June 7<sup>th</sup>, 2019** to the Gimli Film Festival, P.O. Box 1225, Gimli, Manitoba R0C 1B0, Canada or scan and send by email to [info@gimlifilm.com](mailto:info@gimlifilm.com) with the subject line “RBC Pitch Application”
- Send your Submission before the end of the Competition Entry Period.

#### 4. Conditions of Participation:

All Submissions must meet the conditions set forth in these Rules. Without limiting the generality of the foregoing, the Submissions must contain the description of an original film idea, including a film synopsis and outline, which must have the ability to result in a film that can:

- Be at least 1 minute and not more than 5 minutes in length (including all credits)
- Be in English or contain English subtitles;
- Be suitable for publication in a public forum, which means the film (and any element of the Submission) must not:
  - Contain material that violates or infringes upon the rights of third parties, including privacy, publicity, copyright and other intellectual property rights;
  - Disparage GFF the Bank, the Bank’s competitors or any other person or party affiliated with the promotion and administration of this Competition or contain material that is defamatory, slanderous or libelous;
  - Contain branded products, company names or trademarks;
  - Contain material that promotes bigotry, racism, hatred or harm, against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability sexual orientation or age.;

The Submission must be the entrant’s original work and must be original.

The following conditions must also be met:

- Entrant represents that, before the end of the Competition Entry Period, he/she has obtained consent from all individuals that are referred to in the Submission or any work derived therefrom, including any completed film;
- Entrant represents that, before the end of the Competition Entry Period, he/she has secured any and all necessary permissions, clearances, releases and licenses for any third-party materials used in the Submission or to be used in any work and film created from the Submission, including any music and film clips.
- Entrant represents that he/she is the **sole** creator of all materials contained in the Submission and own all rights to it.

#### 5. License

The ownership of the intellectual property in the Submission and any work created from the materials contained in the Submission will remain with the entrant. The entrant grants GFF and the Bank a royalty-free, perpetual, non-exclusive world-wide license to use (where such use includes but not limited to reproduction and performance rights) the Submission and any work derived therefrom, including any completed film in any media and for any purpose whatsoever, the whole without additional compensation. Without limiting the generality of the foregoing, GFF and the Bank will be allowed full usage of the Submission and any work derived therefrom, including any completed film for promotional purposes, including commercial advertisements, public and press screenings, corporate and promotional websites and print material, without further compensation.

You agree to indemnify and hold harmless GFF and the Bank should any claims arise out of the use of the Submission and any work derived therefrom, including any completed film by either of them, or in the case of any claims resulting from the breach by you of your obligations under these Rules. You assume all liability for any injury or damage caused or claimed to be caused by participation in this Competition or use or redemption of a Prize.

Entrants also acknowledge that GFF, the Bank or any of their affiliates or subsidiaries may already be in the process of developing promotional materials (or other works) resembling elements contained in the Submission. Therefore, works, information or ideas disclosed by Competition entrants as part of their Submission may not be new to GFF, the Bank or their affiliates or subsidiaries and would not affect or impair their proprietary rights to their own materials.

In return of GFF and the Bank's receipt and consideration of the Submission, and its contents, as part of the Competition, Competition entrants:

- Acknowledge such receipt and consideration is not an admission of originality or copyright ability of any ideas or any other materials contained in the Submission; and
- Release GFF, the Bank or any of their affiliates or subsidiaries from liability in connection with such receipt and disclosure.

## **Phase Two: GFF Selection Period**

The Phase Two selection period will begin on **June 7<sup>th</sup>, 2019** and end on or about **June 29<sup>th</sup>, 2019**.

### **6. Evaluation Criteria:**

All film idea submissions will be evaluated by a committee of industry professionals selected by GFF (the "Industry Advisory Committee" or "jury") based on the evaluation criteria set out below and whose decisions are final, binding and not subject to review.

The Industry Advisory Committee will independently review the submissions and assign a numerical value to each submission on a scale of 1 to 5 (5 being the highest score), based on the following criteria:

1. The participant's proposed film takes full advantage of and is conducive to the short form.
2. The participant's Submission and film idea is engaging and has vision.
3. Overall enjoyment of the Submission and film idea by the jury.

The jury's top selection will be announced on or before **July 3, 2019**. The jury will select 5 finalists that be invited to the live pitch.

### **7. Prizes**

Along with potential public exposure for the film idea described in the Submission, a cash prize will be awarded to one (1) filmmaker following the Public Pitch to take place at the **2019 Gimli Film Festival, July 24 – 28, 2019** in Gimli, Manitoba. The Public Pitch will consist of a three-minute opportunity, by the finalists, to sell the film idea described in the Submission to the jury in front of a live audience, followed by a three-minute question and comment session by the jury.

- The selection criteria includes;
- Be at least 1 minute and not more than 5 minutes in length (including all credits)
- Be in English or contain English subtitles;
- Be suitable for publication in a public forum, which means the film (and any element of the Submission) must not:

- Contain material that violates or infringes upon the rights of third parties, including privacy, publicity, copyright and other intellectual property rights;
- Disparage GFF the Bank, the Bank's competitors or any other person or party affiliated with the promotion and administration of this Competition or contain material that is defamatory, slanderous or libelous;
- Contain branded products, company names or trademarks;
- Contain material that promotes bigotry, racism, hatred or harm, against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability sexual orientation or age;
- The participant's proposed film takes full advantage of and is conducive to the short form;
- The participant's Submission and film idea is engaging and has vision;
- Overall enjoyment of the Submission and film idea by the jury gauge.

The jury's first place will receive a \$10,000 CDN cash prize courtesy of the Bank ('Prize') released in four installments as indicated on the application form. **In addition the first place selection will receive a story-editing and directing mentorship with National Screen Institute Canada.**

The Prize must be accepted as awarded and is not transferable. No substitute for any part of the Prize is offered. Any additional costs associated with accepting the Prize shall be the sole responsibility of the winners.

#### **Other Matters**

9. No responsibility is assumed by GFF or the Bank, their respective affiliates, subsidiaries, advertising and promotional agencies, and each of the respective directors, officers, employees, agents and assigns (collectively, the "Competition Parties"), for any disruptions to telephone network or lines, computer on-line systems, servers or providers, computer equipment, software or failure of any entry to be received because of the technical problems or traffic congestion on the internet or at any website, or any combination thereof, as well as lost, incomplete, destroyed, misdirected, illegible or late entries for any reason are not received.

10. GFF reserves the right to modify or cancel the Competition, or any portion thereof, at any time for any reason including, without limitation, in the event of technical corruption, virus, bugs, non-authorized human intervention or any other technical problems, which may arise from time-to-time beyond the control of GFF, destroying the integrity of the Competition. No liability or responsibility is assumed by GFF or the Bank, resulting from user attempts to participate in this Completion or if required, download any information necessary to participate in this Competition.

11. By entering this Completion, participants agree to hold the Competition Parties harmless from and against any and all claims and liability arising out of or in any way connected with the operation of this Competition and use of the Prize. Participants of this Competition assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Competition or use or redemption of the Prize. By participating in this Competition, entrants agree to be bound by these Rules and the decisions of the Competition jury, which are final.

12. GFF reserves the right to disqualify any individual whom it finds to be in violation of these official Rules or tampering with the entry process. GFF reserves the right to refuse an entry from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter.

13. Where permitted by law, participant grants the Competition Parties exclusive permission to use his/her name, image, photograph, voice and likeness or any part thereof, in connection with promotion of this Competition, other contests and for any marketing purposes they deem appropriate, including without limitation for internal or external media throughout the world in all languages, and waives any claims to royalty, right or remuneration for such use.

14. The Competition and these Rules shall be exclusively governed by and construed in accordance with the laws of the Province of Manitoba, Canada and the federal laws of Canada applicable therein.

15. Privacy Statement: By entering this Competition, each entrant expressly consents to GFF, the Bank, their agents, and/or representatives, storing, using and disclosing the information submitted or provided with each entry for the purpose of administering this Competition, the Prize and for other marketing purposes related to the Competition.

16. CAUTION: Any attempt to deliberately damage any web site or interfere with the legitimate operation of this Competition may be a violation of criminal and civil laws, and the Competition Parties reserve the right to seek damages and/or other relief from all responsible persons to the fullest extent permitted by law.