

## **RBC EMERGING FILMMAKERS COMPETITION (the “Competition”)**

PARTICIPATION IN THIS COMPETITION CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT AND ACCEPTANCE OF THESE RULES. ALL DOLLAR AMOUNTS ARE IN CANADIAN FUNDS. THE COMPETITION IS OWNED BY TORONTO INTERNATIONAL FILM FESTIVAL INC. (herein referred as “TIFF”). WE ARE GRATEFUL TO THE ROYAL BANK OF CANADA (herein referred as “RBC”) FOR THEIR SUPPORT AND FOR PROVIDING FUNDING FOR THE COMPETITION PRIZES.

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

To enter, you must register your written intention to participate by notifying Karen Bruce at [kbruce@tiff.net](mailto:kbruce@tiff.net) or by fax to 1.416.967.7497 by November 15, 2009 (the “Registration Period”) and provide your name, mailing address, telephone number and e-mail.

#### **NOTICE:**

Do not do anything in connection with creating your film which might endanger anyone, including yourself, or which could cause damage to property. If we think that you have taken safety risks during the making of your film your application and film may be disqualified.

#### **1. Film Submission Period:**

The film submission period begins on January 1, 2010 and ends at 11:59 p.m. EST on February 28, 2010 (the “Film Submission Period”). Submissions received after that time will not be eligible for Phase Two: TIFF Selection Period or Phase Three: Public Voting Period.

#### **2. Eligibility Criteria:**

The Competition is open to filmmakers that have successfully completed the TIFF Talent Lab program in 2009. The Competition commences on September 13, 2009. All interested applicants must complete their application to participate during the Registration Period which closes on November 15, 2009. All final film submissions must be submitted no later than February 28, 2010. Finalists and selected winners must agree to make reasonable efforts to participate in media events associated with announcement of the Competition winners such as an ad campaign and an announcement gala. Films must meet the criteria set out in these Competition rules.

#### **3. How to Enter**

- Only one entry per person will be accepted.
- Read and sign the rules and regulations and send a signed copy to Karen Bruce post marked by November 15, 2009 to 1600-2 Carlton Street, Toronto, Ontario. M5B 1J3, Canada or by e-mail to [kbruce@tiff.net](mailto:kbruce@tiff.net).
- To submit your film, go to <http://services.rbc.com/filmmakerscompetition> (the “Competition Website”) available as of January 1, 2010 to upload your film.

- Qualified participants in the Competition will be presented with a camera (Sony HD Webbie) and a cheque for \$500 CDN on September 9, 2009 at a reception co-hosted by TIFF and our prize sponsor, RBC.
- All films must:
- be on the theme pre-determined by TIFF and RBC. This year's theme is **WATER**.
- be made using the Sony HD Webbie camera provided to you by RBC on September 9, 2009
- be submitted in full resolution quicktime (DV/DVCAM, AVI, MOV, MPG, WMV, etc)
  - If you have a problem uploading your film, please contact Karen Bruce. Alternately, you can submit your film by DVD. Package should be sent to Karen Bruce and be post-marked no later than February 28, 2010 (address on page 1)
- be at least 3 minutes and not more than 4 minutes in length
- be in English or contain English subtitles.
- must be suitable for publication in a public forum, which means:
  - must not contain material that violates or infringes another's rights, living or deceased, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
  - must not disparage TIFF or any other person or party affiliated with the promotion and administration of this Competition;
  - must not contain branded products, names or trademarks.
  - All footage and music contained in the submissions must be properly licensed, in the public domain or created by entrant.
  - submission must not contain material that is hateful, tortuous, defamatory, slanderous or libellous; and submissions must not contain material that earnestly 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. Satirical and/or political incorrect humour is largely excluded from these restrictions.
- Submission must be the entrant's original work or entrant must have the express authority to use the project in connection with his/her Submission.
- That entrant has secured any and all necessary permissions, clearances, releases, and licenses.
- Entries must be original shorts and cannot have been broadcast, transmitted or distributed commercially prior to its submission to the contest and its exhibition on the contest website, nor has the project submission been awarded any prizes or received any accolades from any film festival or otherwise; and
- Entrant must have permission from all individuals that appear in the submission.
- Participants should not post, upload, display, transmit, or broadcast project submission, or any aspect of it, over the internet for the duration of the Competition.

4. Conditions of Participation:

By entering this Competition, the participant certifies and acknowledges that:

- the film submitted is original work and that he/she is the creator
- he/she has agreed that the film, all images and ideas submitted with this application are being submitted on a non-confidential basis and may be posted to a website by TIFF or RBC without further compensation for the purpose of promoting the contest and/or TIFF Talent Lab.
- submission of the film and any images and content may impact the applicant's legal rights to protect them
- all trademarks and copyrighted material have, if applicable, been properly licensed and acknowledged.

## 5. Assignment of Rights to Submission

Ownership of the film will remain with the filmmaker, the participant. The participant grants TIFF and RBC access to the film including but not limited to promotional purposes including commercial advertisements, public and press screenings, DVD's, corporate and promotional websites and print material without compensation.

Both TIFF and RBC also have the right to use your name, image, likeness, age and biographical information in credit along with the film. You confirm that you are the sole author of the film and that you own all right to it. You agree to compensate TIFF and RBC should any claims arise out of the use of the film by either of them.

## 6. Prizes

Along with invaluable exposure, cash prizes will be awarded for the top two (2) juried films as well as a Fan Favourite Award as determined by online voters.

The jury's first place selection will receive \$15,000. The jury's second place selection will receive an honourable mention and \$10,000. The entry receiving the most votes during the Public Voting Period will be named the Fan Favourite and awarded \$5,000.

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

## **Phase Two: TIFF Selection Period**

The Phase Two: TIFF Selection Period will begin on March 1, 2010 and end on March 28, 2010 (exact dates to be confirmed).

## 7. Evaluation Criteria:

All application forms and film submissions will be evaluated by a committee of industry professionals selected by TIFF (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 makes creative and relevant use of the water theme in the making of the film.
- 2) The participant demonstrates creative use of the camera's unique technology.
- 3) The participant's film takes full advantage of and is conducive to the short form.
- 4) The participant's film is engaging and has vision.
- 5) Overall enjoyment of the film 1 - 5 (1 rating they did not like the film and 5 they enjoyed the film very much)

The jury's top selection and second place/honourable mention will not be announced until the completion of Phase Three: Public Voting Period.

### **Phase Three: Public Voting Period**

8. At the end of Phase Two, the jury's votes will be tabulated and the five (5) entries with the highest scores will be identified along with one (1) back-up/runner-up. The five finalists will be contacted to confirm their willingness to participate in media interviews, attend the announcement gala September 8, 2010 and participate in an ad campaign to announce the winners. RBC will pay to fly the five (5) top submissions to Toronto and cover accommodation and a per diem for meals. The top five (5) submissions will be posted to the Competition Website for public voting (the "Public Voting Period") commencing on April 19, 2010 and closing on May 28, 2010 at 11:59 p.m. EST (exact dates to be confirmed).

At the end of Phase Three, the film with the most qualified and eligible votes will be named the Fan Favourite and awarded the Prize for Fan Favourite.

### **Other Matters**

9. No responsibility is assumed by the Sponsor, its respective affiliates, subsidiaries, advertising and promotional agencies, its respective directors, officers, employees and assigns, for any disruption 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 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 which for any reason are not received.

10. TIFF reserves the right to modify or cancel this Competition, or any portion thereof, at any time 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 TIFF, destroying the integrity of this Competition. No liability or responsibility is assumed by TIFF, resulting from user attempts to participate in this Competition or if required, download any information necessary to participate in this Competition. In the event of a dispute regarding who submitted an on-line entry, the entry will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry.

11. By entering this Competition, participants agree to hold TIFF, RBC, their respective affiliates, subsidiaries, advertising and promotional agencies, their respective directors, officers, employees and assigns, 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 a 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 a Prize. By participating in this Competition, entrants agree to be bound by the Rules and the decisions of the Competition jury which are final.

12. TIFF reserves the right to disqualify any individual whom it finds to be in violation of these official Rules or tampering with the entry process. TIFF 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. This Competition and these Rules, shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein.

14. Any litigation must be initiated in the City of Toronto in Ontario, Canada.

15. Privacy Statement: By entering this Competition, each entrant also consents to TIFF, its agents and/or representatives, storing, using and disclosing the information submitted or provided with each entry for the purpose of administering this Competition and the prizes.

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

Name (please print): \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_