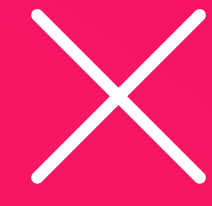
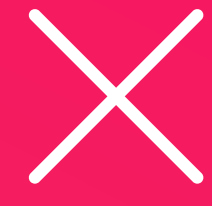


**MIFF**



# POWERSHORTS

**SHOOT SMALL. WIN BIG.**

POWERSHOP'S VERY SHORT FILM COMP

# POWERSHORTS



## SHOOT SMALL. WIN BIG.

Powershop and MIFF are inviting filmmakers (and anyone) in Australia to create a short film for the inaugural Powershots Film Comp.

To enter, you must shoot a film using only your smartphone, keep it anywhere between 10 sec and 3 mins and it must include the colour pink.

It can be loud, subtle, saturated or abstract – it's up to you!



# POWERSHORTS

## A FEW GOOD MANDATORIES



**1.** First up, your video needs to be shot on a smartphone.



**2.** Must incorporate **POWERSHOP'S HOT PINK**  
(chill, we won't deduct points for the wrong shade).



**3.** Shoot it widescreen (16:9) - the bigger the better.



**4.** Video length can be anywhere between 10 sec to 3 minutes.



**5.** Keep it clean-ish... the swears are fine, but nothing unethical or offensive.

### POWERSHOP HOT PINK

PANTONE  
213C

RGB  
r250 g14 b106

HEX  
#fa0e6a



**ALL SORTED? SWEET AS!**  
**NOW HEAD TO**  
**[MIFF.POWERSHOP.COM.AU](http://MIFF.POWERSHOP.COM.AU)**  
**TO SUBMIT YOUR ENTRY**

MIFF





# POWERSHORTS

## WHAT'S IN IT FOR ME?

If your film is selected as a Finalist, it will be open to public voting. On **26 July 2017**, we'll announce the winner who'll score the following:

▶ **\$3,000 in Visa gift cards**

▶ **Winning film will be shown at an exclusive MIFF 2017 preview screening**

▶ **Entry for 2 to the MIFF Closing Gala**

(Oh, and obviously all the glory and endless gloating you can handle from winning a prestigious competition such as Powershots).





# POWERSHORTS



## JUDGING

Once entries have closed (see the next page for important dates), a shortlist of Finalists will be announced which you can find at

**[MIFF.POWERSHOP.COM.AU](http://MIFF.POWERSHOP.COM.AU)**

If you're a Finalist, we'll email you to let you know.

The public can then vote for their faves. At the end of the voting period, the video with the most votes wins that sweet, sweet booty.





# POWERSHORTS

## IMPORTANT DATES

**7 June 2017** – Entries Open

**5 July 2017** – Entries Close

**7 July 2017** – Shortlist Announced & Public Voting begins

**21 July 2017** – Public Voting closes

**26 July 2017** – Winner Announced



MIFF





# POWERSHORTS

## TERMS & CONDITIONS (AKA THE BORING BITS THAT LEGAL MADE US PUT IN)

### 1. POWERSHORTS ENTRY

- 1.1. By entering a Film into Powershots, Filmmakers acknowledge and agree to these Terms and Conditions.
- 1.2. Powershots is only open to Australian residents.
- 1.3. Filmmakers entering Films into Powershots must:
  - a) Complete the Entry Form located at [miff.powershop.com.au](http://miff.powershop.com.au).
  - b) Submit the Film by the Cut Off Date via [miff.powershop.com.au](http://miff.powershop.com.au). Powershop accepts no responsibility for any Entry Form or Film that is submitted after the Cut Off Date or not submitted correctly to Powershop or is otherwise damaged.
  - c) Comply with any Powershop brand guidelines in the use of any Powershop branding in the Film.
- 1.4. All Films submitted to Powershots must meet the Powershots Acceptance Criteria in all respects including the following:
  - a) All Films must adhere to the Powershots challenge stimulus as outlined here [miff.powershop.com.au](http://miff.powershop.com.au).
  - b) The Film must be no shorter than 10 seconds and no longer than 3 minutes (including titles and credits).
  - c) The Film may be submitted as a Vimeo or Youtube link submitted via the submission form located on the Powershots website at [miff.powershop.com.au](http://miff.powershop.com.au).
- 1.5. Powershop will evaluate, in its sole discretion, whether the Film submitted for Powershots meets all Acceptance Criteria. Powershop's decision as to whether a Film has met all Acceptance Criteria is final and not subject to any appeal for reconsideration.
- 1.6. The number of Films selected by Powershop for Powershots will be determined by Powershop in its sole discretion.
- 1.7. Powershop will inform a Filmmaker in writing via email if the Film has been accepted for inclusion in Powershots.
- 1.8. Any Film not accepted for inclusion in Powershots shall not be used by Powershop for any purpose after the evaluation for Acceptance Criteria concludes.
- 1.9. For all Films other than the Powershots Winner, a Filmmaker must remove all Powershop brands/credits within the Film as soon as reasonably practicable following the conclusion of the Powershots competition.

### 2. FILMMAKERS GRANT POWERSHOP RIGHTS TO FILMS

All Filmmakers agree to grant Powershop the following rights to Films that have been submitted into Powershots:

- 2.1. a non-exclusive, irrevocable license to use and display the Film, including to host the Film on Powershop's Youtube or Vimeo channel; and
- 2.2. a right to edit and create derivative works such as clips from the Film as is reasonable for promotion purposes and further marketing activity in perpetuity.

### 3. POWERSHORTS FILM EVALUATION PROCESS

- 3.1. Powershots Finalists
  - a) A select number of Films submitted in accordance with clause 1 will be chosen by a panel of judges made up of Powershop and Melbourne International Film Festival employees (Powershop Panel) as Powershots Finalists for viewing and judging by the general public. The exact number of Films selected as Powershots Finalists is at the sole discretion of the Panel.
  - b) Powershop will inform a Filmmaker in writing via email if their Film has been accepted for inclusion as a Powershots Finalist.
  - c) Each Powershots Finalist consents to their Film being hosted on the relevant Powershop Youtube or Vimeo platform.
- 3.2. Powershots Winner
  - a) The Powershots Finalist's films will be posted on [miff.powershop.com.au](http://miff.powershop.com.au) for voting by the general public.
  - b) The Powershots Winner will be selected by the general public from the Powershots Finalists.
  - c) Powershop will inform a Filmmaker in writing via email if their Film has been chosen as the Powershots Winner.
  - d) The Winner consents to their full name being published on [miff.powershop.com.au](http://miff.powershop.com.au) and to their Film being used for marketing and promotional purposes, and to being shown before the feature film as a part of Powershop's preview screening event during MIFF 2017.
- 3.3. General
  - a) Any prizes awarded by Powershop are not transferable, exchangeable or redeemable for cash.
  - b) The Powershop Panel's decision as to whether a Film is selected as a Powershots Finalist or the Powershots Winner is final and not subject to any appeal for reconsideration.
  - c) Each member of the Powershop Panel has been asked to use their best judgement to evaluate the Finalist Films and the Powershots Winner and has been informed that budgetary constraints are not part of the judging criteria.

### 4. FILMMAKER'S REPRESENTATIONS AND WARRANTIES

The Filmmaker hereby represents and warrants to Powershop that:

- 4.1. the Filmmaker(s) has the sole and full right and authority to accept these Terms and Conditions and grant the rights referred to in these Terms and Conditions;
- 4.2. the Film was made by the Filmmaker solely and specifically for Powershots;
- 4.3. the Filmmaker and the Film comply with these Terms and Conditions;
- 4.4. the Filmmaker has permission to reproduce and exploit all third party materials (and/or the results and proceeds of all third party services) contained in the Film or upon which the Film is based;

- 4.5. the Filmmaker is the sole and exclusive owner, or has written permission from the sole and exclusive owner, of the copyright in the sound recordings comprising the soundtrack of the Film and the music and lyrics reproduced in those sound recordings;
- 4.6. all of the performers in the Film have consented in writing to the use of their performances in the Film;
- 4.7. the Filmmaker has obtained from each contributor to the Film (Contributor), including with respect to the underlying works in the Film, a written release to use the results and proceeds of the Contributor's services and/or contributions to the Film including, without limitation the right to edit, alter and/or reproduce the results and proceeds of the Contributor, in any manner or context, by the Filmmaker, and any person authorized by the Filmmaker to do so (including Powershop, its assignees and licensees), and such consents have been obtained to the full extent permitted under the Copyright Act 1968 (Cth) (Moral Rights Consents);
- 4.8. the Filmmaker is entitled to grant to Powershop permission to make use of each and every right referred to in these Terms and Conditions, and the use or exploitation of the Film as contemplated by the Terms and Conditions will not violate the rights (including copyright) of any third party;
- 4.9. all details submitted in the Entry Form by the Filmmaker are true and correct;
- 4.10. all residuals or other payments to Contributors in connection with the Film have been paid, together with the cost of all licenses of all copyright and any Film footage, musical works, lyrics, sound recordings or other material in which copyright subsists, owned by any third parties and which are used or adapted in the Film;
- 4.11. no part of the Film is, or will be, actionable for defamation or violate any right of privacy or publicity of any person, and the full use of the rights in the Film will not violate any rights, including copyright or moral rights, of any person, firm, or corporation; and
- 4.12. the Film is not the subject of any litigation nor is it threatened by any claim or litigation.

### 5. DUBBING/SUBTITLING/EDITING

The Filmmaker acknowledges that Powershop, its assignees and licensees, shall have the right to dub and/or subtitle and to cut and/or edit the Film in any fashion that Powershop deems necessary, including, without limitation, for the purpose of promotion or online distribution.

### 6. NAME AND LIKENESS

The Filmmaker authorises Powershop to use the Filmmaker's name, likeness and biography in connection with any publicity for Powershots and related activities.

### 7. MORAL RIGHTS

The Filmmaker:

- 7.1. acknowledges that Powershop, its assignees and licensees, may do or omit to do anything which may infringe any and all moral rights granted to the Contributors or the Filmmaker including to edit, alter and/or reproduce the work of the Contributors, the Filmmaker and the Film; and
- 7.2. the Filmmaker consents to these actions by Powershop, its assignees and licensees, in any manner or context, in perpetuity throughout the world, and such consent is given to the full extent permitted under the Copyright Act 1968 (Cth).

### 8. DISQUALIFICATION

Powershop may, in its sole discretion, disqualify a Film from Powershots without prior notice to the Filmmaker if Powershop has reason to believe that a Film does not, for any reason, comply with the Acceptance Criteria or otherwise with the Terms and Conditions.

### 9. INDEMNIFICATION

Filmmaker agrees to indemnify Powershop and hold them harmless from any damages, liabilities, losses, costs, expenses, obligations or claims (including, without limitation, reasonable outside attorneys' fees and costs) arising out of the breach of the Filmmaker's agreements, obligations, representations and warranties under these Terms and Conditions, including, without limitation, those representations and warranties made in clause 4 (Filmmaker's Warranties and Representations).

### 10. ADDITIONAL DOCUMENTS

The Filmmaker hereby agrees to execute any additional documents Powershop deems necessary or convenient to fully effectuate the grants made to Powershop hereunder, which shall include without limitation, any documents necessary to register and protect the copyright and/or other intellectual property rights in, or related to, the Film.

### 11. MISCELLANEOUS

- 11.1. A reference to a person includes a body corporate. The singular includes the plural and vice versa. Includes and including are not words of limitation.
- 11.2. The words and expressions used in this agreement have the meanings given to them in the Copyright Act 1968 (Cth).
- 11.3. In the case of any inconsistency between the terms and conditions set out above and any other language used on Powershop Website or by Powershop, the Terms and Conditions set out above prevail.

### 12. POWERSHORTS IMPORTANT DATES

- 7 June 2017 – Entries Open
- 5 July 2017 – Entries Close
- 7 July 2017 – Shortlist Announced and Public Voting begins
- 21 July 2017 – Public Voting closes
- 26 July 2017 – Winner Announced

### 13. DEFINITIONS

- 13.1. **Acceptance Criteria** means the criteria that must be met in order for a Film to be accepted in Powershots and includes the criteria set out in clause 1.3.
- 13.2. **Cut Off Date** means Wednesday 5 July 2017.
- 13.3. **Entry Form** means the form the Filmmaker must complete to enter a Film in Powershots which can be located on the Powershots website here [miff.powershop.com.au](http://miff.powershop.com.au).
- 13.4. **Film** means the completed work by the Filmmaker submitted to and accepted by to Powershop.
- 13.5. **Filmmaker** means the person(s) who created and hold all rights to the Film and are authorized to submit the Film to Powershop pursuant to these Terms and Conditions (and their agents and assignees). Reference to a single Filmmaker includes all Filmmakers relevant to the Film.
- 13.6. **Powershots Finalist** means any of the Films that have been selected to be open to public judging by the Powershop Panel.
- 13.7. **Powershots Winner** means the winner of Powershots. For the avoidance of doubt, there will only be one Powershots Winner.
- 13.8. **Non-Exclusive License** means a royalty free non-exclusive worldwide license, in perpetuity, to use, display, distribute, license and otherwise exploit the Film, or any part of the Film, in any and all media, whether now known or hereafter devised, including, without limitation, theatrical; non-theatrical; television (all forms including free, pay, terrestrial, cable, and satellite); pay-per-view, video-on-demand, subscription-video-on-demand, and near-video-on-demand; home video (all forms including videocassettes, DVD, Blu-Ray, and all other types of ideograms, or other analogous home video technology, and including all social, digital and OTT platforms whether now known or hereafter devised); electronic rental, electronic sell-through, download to own, and all other forms of electronic delivery including internet, online, and mobile transmission by any and all means, method, process or device now known or hereafter devised; hotel, airline and ship rights; and all advertising, publicity and promotional rights (including trailers, clips and excerpts).
- 13.9. **Powershop** means Powershop Australia Pty Ltd ABN 41 154 914 075.
- 13.10. **Powershop Panel** has the meaning given to that term in clause 3.1.





**POWERSHOP**  
MORE **POWER** TO **YOU**

[MIFF.POWERSHOP.COM.AU](http://MIFF.POWERSHOP.COM.AU)