
SUBMISSION TERMS & AGREEMENT

VIS VIENNA SHORTS 2018

- 1 GENERAL INFO
- 2 COMPETITIONS & ELIGIBILITY
- 3 JURIES & AWARDS
- 4 EXCLUSIVITY
- 5 DEADLINES & NOTIFICATION
- 6 ENTRY FEE
- 7 ADDITIONAL MATERIAL
- 8 SCREENING COPIES
- 9 DISPATCH & SHIPPING OF SCREENING COPIES
- 10 RIGHTS
- 11 SEVERABILITY & ARBITRATION

1. GENERAL INFO

This is an agreement between you (the "submitter")

and

Independent Cinema - Verein zur Förderung unabhängigen
Filmschaffens
Museumsplatz 1/5/2
1070 Wien, AUSTRIA
ZVR: 551380685 | DVR: 4013590
viennashorts.com

in its capacity as the organiser of the Oscar® and Austrian
Film Awards accredited film event "VIS Vienna Shorts -
International Festival for Short Film, Animation & Music
Video"

("the festival", "VIS Vienna Shorts", "VIS", "we", "us")

If you have any questions contact us at:

film@viennashorts.com.

1. Distribution Companies & Film Schools

For distribution companies & film schools special
regulations apply. Please contact us at:

film@viennashorts.com.

2. COMPETITIONS & ELIGIBILITY

1. Length & country of production

All films with a running time of 30 minutes or less are eligible for submission. There are no limits regarding the country of production or the director's/producer's nationality. Exception: for the Austrian Competition and the Austrian Music Video Competition only films with Austria as at least one country of production or with an Austrian director or producer are eligible.

2. Year of production

The film was finished on or after the 1st of January 2017. Exception: for the VR competition the film was finished on or after 1st of January 2016.

3. Re-Submissions

Films that have been submitted to previous editions will not be accepted.

4. Competitions

The film can be submitted to one of six competitions, each with a specific programmatic approach - please read the **mission statements** on our website before choosing which competition to submit your film to. The festival reserves the right to assign the film to a category that is different from the category it has been submitted to originally. Please submit films with Austria as at least one country of production, or with an Austrian director or producer to the Austrian competition. The competitions are:

- a. Fiction & Documentary (international competition)
- b. Animation Avantgarde (international competition)
- c. Österreich Wettbewerb (Austrian competition)
- d. International Music Video Competition
- e. Austrian Music Video Competition
- f. VR the world (virtual reality/360° film competition)

5. Language

If the film has dialogue or text that is not in English, English subtitles have to be provided - except for music videos (here subtitles are optional). For selection purposes screener copies of films in German without subtitles are accepted.

6. VR specification

We request that you provide a link to a 360° video file (.mp4), app download package (.apk), or other installation package. Additionally, we request that you provide a 2D version and, if available, a documentation of the project.

3. JURIES & AWARDS

1. Each competition has its own international expert jury and its own awards. In addition three Jury Prizes are awarded

to the best fictional film, the best documentary and the best animated film of all competitions. The Jury Prizes qualify the awarded films for the Academy Awards® (Oscars®).

2. Total in cash prizes in each competition:
 - a. Fiction & Documentary: EUR 5.000,-
 - b. Animation Avantgarde: EUR 3.050,-
 - c. Austrian Competition: EUR 7.000,-
 - d. International Music Video Competition: tba
 - e. Austrian Music Video Competition: 1.000,-
 - f. VR the world: EUR 1.050,-
3. The prizes and the amount of cash awarded may be subject to change.

4. EXCLUSIVITY

1. We do not believe in strict premiere rules and therefore it is not mandatory for films to premiere at VIS, however we do want to ensure a high level of relevance of the films to our audience. Consequently Viennese, Austrian and especially international premieres are highly encouraged and will be received favourably.
2. Films that are submitted to the festival will only be selected, if they have not been screened in Vienna anywhere but at VIS from the 1st of January 2018 until after the end of the festival. Exempt from this rule are private (team) screenings, screenings in a museum or gallery context as well as competition screenings at the festival "Tricky Women".

5. DEADLINES & NOTIFICATION

1. The general call runs from the 11th of October 2017 until the 4th of January 2018 with an extended deadline until the 31st of January (see 6. ENTRY FEE). No films will be accepted after the extended deadline.
2. All films will be watched by professional programmers until the end of March. The viewing and selection process may take place outside of Austria and films may not necessarily be watched via the platform you submitted them to.
3. The submitter will be notified of the selection status (accepted / rejected) until the 4th of April via e-mail. Should you fail to receive an e-mail (due to technical reasons, such as spam filters) you can also check the status of the film on the submission platform from the 4th of April on.
4. If selected the screening copy of the film must arrive at the festival office by the 20th of April 2018.

6. ENTRY FEE

The film you submit to VIS is being screened by professional curators and programmers. In order to ensure the quality of the selection process we charge an entry fee. In addition to the festival's entry fee the platforms we work with might charge a submission fee.

1. Fees during general call
 - a. Fiction & Documentary, VR the world: EUR 15.-/USD 17.-
 - b. Animation Avantgarde: EUR 10.-/USD 12.-
 - c. International Music Video Competition: EUR 7.-/USD 8.-
 - d. Because the festival receives funding from the Austrian government no fees are charged for the Austrian Competition & Austrian Music Video Competition
2. For all competitions - including the Austrian competitions - the fee for the extended deadline is EUR 10,-/USD 12,- higher than the fees during the general call.
3. The entry fees may be subject to change and may be different on individual submission platforms due to the platforms' specific regulations.

7. ADDITIONAL MATERIAL

In addition to a screener file you are asked to at least submit the following

1. At least one film still (300 dpi)
2. Director's filmography
3. A list with previous screenings of the submitted film, including awards
4. Main credits
5. Information about previous screenings in Austria

8. SCREENING COPIES

1. Accepted formats
 - a. Film: 35mm, 16mm
 - b. DCP (unencrypted, Interop, SMPTE, 2k, 24fps, 25fps, 30fps). The DCP must be tested in a theater beforehand.
 - c. We do not accept files as screening copies. If you need recommendations on DCP-technicians that offer special reduced rates for participants of VIS 2018 please contact us at film@viennashorts.com.
2. A backup file must be submitted along with the screening copy.
3. The screening copy must arrive at the festival office not later than the 20th of April 2018.

4. If the film has dialogue or text that is not in English, the film must be submitted with English subtitles.
5. The festival does not pay rental fees, licence fees or other such fees for films that are screened in competition. The selected filmmakers are not awarded financial compensation for participating in competition but will be supported in attending the festival.
6. The film prints will be insured by the festival for the entire time of their being in the festival's possession.

9. DISPATCH & SHIPPING OF SCREENING COPIES

1. By mail, courier or via download link.
2. All deliveries from outside the European Union must be marked with the phrase "no commercial value - for cultural purposes only".
3. We will not accept shipments for which we would have to bear shipping fees, duties, taxes or customs duties, and will not assume any responsibility for such shipments.
4. Costs: The applicant is responsible for the costs of sending the viewing and screening copies to the festival. The festival covers the costs of returning/forwarding screening copies.
5. Return of copies: All screening copies will be sent back to the address they were shipped from (or forwarded to an address specified by the submitter) as registered mail as soon as possible after the festival.
6. Please note: Preview copies will not be returned, but stored in the VIS Vienna Shorts archive.

10. RIGHTS

1. You guarantee that you own or otherwise control all of the rights to the film you submit to us and that you are entitled to transfer the rights to us as specified in this agreement.
2. By submitting the film, you guarantee that all (intellectual property) rights needed for screening during VIS and other uses described in this agreement have been cleared.
3. By submitting the film you guarantee that the screening or other use of the film by VIS does not infringe rights held by third parties.
4. By submitting the film you agree to indemnify the festival against all third-party claims in connection with screening the film during VIS and other uses described in the terms.

This includes covering any legal costs that might be incurred.

5. Screening: The festival is entitled to show the selected films during the duration of the festival any number of times.
6. Best-of programs: If the film receives an award at VIS 2018 the festival reserves the right to show the film free of charge two times within a year from the festival as part of a best-of program to promote the winning films/filmmakers as well as the festival. If the film is to be shown the submitter will be informed ahead of time.
7. Press screeners & archive: You grant VIS Vienna Shorts the nonexclusive, royalty-free, worldwide, perpetual and unlimited right to make copies of the film in order to make these copies available to press or industry representatives only and to archive these copies. The festival guarantees to exercise this right within reason and always with the benefit of the filmmaker in mind. These copies will not be used for commercial screening purposes by any means.
8. Educational use: You grant VIS the nonexclusive, royalty-free, perpetual and unlimited right to use the archived copies for noncommercial educational purposes in Austria.
9. Video library: You grant the festival the nonexclusive and royalty-free right to include the film in the video library regardless of the selection status of your film. The video library is open to accredited national and international industry guests only; the films may be made available at screening booths or online. You furthermore grant the festival the right to share your contact information with interested industry guests.
10. Promotion: If your film is selected to be included in the program you grant VIS the nonexclusive, royalty-free right to show - online, via television or in cinemas, in single form or as part of a showreel - a trailer or excerpts of up to 30 seconds of the film for advertising and promotion purposes.
11. Meta material: If your film is selected to be included in the program you grant VIS the nonexclusive, royalty-free, unlimited and irrevocable right to publish submitted meta material such as (but not limited to) film stills (in an edited/alterd form if necessary), the title and credits of the film, and the director's name.

SEVERABILITY & ARBITRATION

12. If a provision of this agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
 - a. the validity or enforceability in that jurisdiction of any other provision of this agreement; or
 - b. the validity or enforceability in other jurisdictions of that or any other provision of this agreement.
13. This agreement is governed by Austrian law. The place of arbitration shall be Vienna, Austria, the language of arbitration shall be German.