



TERMS & CONDITIONS FOR SUBMISSION OF FILMS THROUGH WITHOUTABOX.COM

I. APPLICATION OF THESE TERMS & CONDITIONS

- (1) The following terms and conditions (the “Terms”) govern the submission of a film (the “Film”) to Toronto International Film Festival Inc. (“TIFF”), through Withoutabox.com (Withoutabox) for consideration for the 2017 TIFF Next Wave Film Festival (“TIFF Next Wave Festival”). To the extent that this document is inconsistent with any other document prepared by TIFF or anyone else, this document will take precedence. Any questions about these Terms should be directed to submissions@tiff.net.

II. SUBMISSION AGREEMENT

- (1) By submitting a Film to TIFF for TIFF Next Wave Festival consideration, the submitter (the “Applicant”) represents that he or she has obtained consent from any and all owners, creators, writers, producers and/or other authorized representatives of the Film whose consent is required to submit the Film to TIFF (the “Film Owners”) and screen the Film at the TIFF Next Wave Festival, and has read, understood and agreed to the Terms.
- (2) TIFF may disqualify or reject, but is not required to do so, any submission that it determines in its sole discretion, is not in compliance, in whole or in part, with these Terms, and may do so without refunding any or all submission fees paid by the Applicant or returning the Applicant’s DVD submission.

III. SUBMISSION CATEGORIES AND ELIGIBILITY

- (1) Films submitted to TIFF for TIFF Next Wave Festival consideration under these Terms must be submitted in one of the categories set out below.
- (2) Films that do not meet the eligibility requirements for any of the below categories should not be submitted and will not be considered by TIFF.
- (3) For the purpose of the below categories, “Feature Films” are Films that are longer than 41 minutes or longer in running time, including all credits.
- (4) Submission categories:

TIFF Next Wave Festival	
Category	Eligibility requirements
Animation (Feature Films)	An animated film is created by using a frame-by-frame technique, and usually falls into one of the two general fields of animation: character or abstract. Some of the techniques of animating films include cell animation, computer animation, stop-motion, clay animation, pixilation, cutouts, pins, camera multiple pass imagery, kaleidoscopic effects, and drawing on the film frame itself.

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Live Action (Feature Films)	A live action film uses live action techniques as the basic medium of entertainment.
Documentary (Feature Films)	A documentary film is a nonfiction motion picture dealing creatively with cultural, artistic, historical, social, scientific, economic or other subjects.

- (5) TIFF prefers that all Films presented at TIFF Next Wave Festival to be, at minimum, North American premieres, but reserves the right to present films that are not.
- (6) A Film will not be eligible for consideration and should not be submitted if:
 - a. the Film was previously submitted to TIFF for TIFF Next Wave Festival consideration.
 - b. the Film is a “Short Film”, defined as having a runtime of 40 minutes or less, including all credits.
- (7) Films can be submitted online via Withoutabox as described below, or via DVD screener as described below. All selected Feature Films must be available to screen in DCP (D-Cinema), HDCAM or 35mm by January 20, 2017 for TIFF Next Wave Festival. Additional detail regarding these screening formats will be provided to selected Films upon invitation.

IV. PROCESS FOR SUBMISSION

Submission Procedure

- (1) All Films submitted under these Terms must be submitted in accordance with the procedure outlined herein. TIFF may, but is not required to, disqualify or reject any Film that is not submitted in this way.
- (2) To submit a film for TIFF Next Wave Festival consideration, an Applicant must: (a) complete the registration process at Withoutabox and pay the required fee as outlined in article V.2 below and (b) provide to TIFF a **DVD screener** or **online screener via Withoutabox** for review by TIFF programming staff. TIFF does not accept submissions in any other manner or format, including: content burned to Read/Write (RW) discs, Blu-ray discs or trailers.
- (3) Submitted DVDs must:
 - a. contain one version only of the Film, in the original language of production, with English subtitles if the original language is not English;
 - b. be formatted in MPEG-2 video for Region 1/North America or Region 0/no region (i.e. the DVD is authored as a video DVD and not burned as a data disc containing Quicktime or other similar file formats); screen watermarks are acceptable;
 - c. be labeled with the following: (i) title, (ii) production company name, phone number and address, (iii) director’s name, (iv) length in minutes, and (v) **Withoutabox tracking number**;
 - d. be shipped in accordance with the shipping instructions set out below in sections 8 through 12.
- (4) Applicants should test their DVDs thoroughly before submitting them. The Applicant has sole responsibility for ensuring that the submitted DVD screener plays in its entirety on an industry-standard DVD player. If TIFF is unable to view the DVD, TIFF will attempt, but is under no obligation, to contact the Applicant in order to obtain a replacement DVD.
- (5) TIFF will not review multiple versions of a submitted Film. Only one version of the Film may be submitted. If multiple versions are submitted, TIFF will view only the version that was received first.

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- (6) DVD screeners will not be returned. Screeners of films in the TIFF Next Wave Festival Official Selection will be donated to the Film Reference Library following the TIFF Next Wave Festival. All other DVDs will be destroyed.
- (7) TIFF is under no obligation to contact the submitting party and/or refund the submission fee should the applicant not have adhered to rules, set out in Articles I and IV herein.

Shipping Instructions for DVD Screeners

- (8) All Films must be sent by way of prepaid shipping. TIFF will not accept collect/cash-on-delivery shipments.
- (9) TIFF is not responsible for and will not accept shipments incurring expenses for terminal charges, duties, taxes or customs brokerage. Applicants should clearly indicate on all waybills that transportation and customs charges are to be billed to the sender. Any shipping charges incurred by TIFF will be billed back to the Applicant.
- (10) Films should not be shipped in excessive packaging or with any materials other than those requested by TIFF. There is no programming value for DVD submissions arriving in unusual or unorthodox containers. Promotional materials will not be taken into consideration when making programming decisions.
- (11) TIFF is not responsible and bears no liability with respect to clearance of shipments through Canadian customs. However, TIFF recommends that Applicants sending submissions from outside of Canada take the following steps to increase the chance of successful review by Canadian customs:
 - a. Include three copies of a *commercial invoice* (declaration of contents) containing the following information:
 - i. Sender's name, address and telephone number
 - ii. Recipient's address
 - iii. Title of film and format
 - iv. Length of film
 - v. Fair market value (standard is CAD \$20)
 - vi. Country of manufacture
 - vii. Declaration "Goods on loan for festival purposes only. No commercial value. Non-pornographic."
 - viii. Sender's signature
 - b. The commercial invoice should be included with the courier waybill. Applicants shipping via international post should affix a customs declaration label to the outside of the package.
- (12) TIFF does not confirm receipt of shipment, and is not responsible for lost or misdirected packages. It is the Applicant's responsibility to ensure that the submission procedure is complete, and that the DVD screener has been received by TIFF.
- (13) All shipping containers and/or envelopes should be clearly labelled with the **Withoutabox tracking number** on the outside of the packaging

V. SUBMISSION DEADLINES AND FEES

- (1) In order to be eligible for consideration, DVD submissions must be post-marked or submitted online via Withoutabox, Withoutabox registration completed, and all fees paid, by the deadlines outlined below.
- (2) Submission fees for 2017 are as follows:

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TIFF Next Wave Festival		
Category	Early Submission Deadline & Fee	Submission Deadline & Fee
Feature Films (Animation, Documentary, Live-Action)	October 14, 2016 \$10.00 CAD	October 28, 2016 \$15.00 CAD

TIFF prefers Visa.

- (3) TIFF may accept late submissions in its sole and absolute discretion, but an additional submission fee may apply (see V.2).

VI. SELECTION

- (1) TIFF will consider for inclusion in the TIFF Next Wave Festival all eligible films that have been submitted by the above deadline and in accordance with these Terms. TIFF reserves the right to consider for inclusion in the TIFF Next Wave Festival, and include in the TIFF Next Wave Festival, films received at any time and through any means, channel or process, including means, channels or processes other than those outlined in these Terms. Nothing in these Terms or otherwise requires TIFF to select for the TIFF Next Wave Festival inclusion any of the Films submitted through the process outlined in these Terms.
- (2) All selection decisions are at the sole and absolute discretion of TIFF, and are final and unreviewable. TIFF is not required to provide any feedback, comments or reasons, or any other information, regarding the selection or non-selection of any submitted Film or the process by which Films are or have been selected. TIFF is not responsible or liable for its selection decisions; for the contents of any internal comments or feedback regarding the Film that are or may be obtained from the Applicant or anyone else; for any communications by any representative of TIFF relating to the Film or the TIFF Next Wave Festival selection process; for the manner in which the Film shall be, is or was considered and reviewed; or for any failure on the part of TIFF Next Wave Festival to provide the Applicant or anyone else with information concerning TIFF's consideration and/or review of the Film.
- (3) TIFF will notify all applicants of an official decision regarding their submission by email on or around December 30, 2016. TIFF will contact Applicants using the contact information of the submitting party only provided in the Withoutabox registration form. Applicants are responsible for providing correct and functional contact information. TIFF is not responsible for any failed attempts to contact Applicants using the contact information provided. When submitting to Withoutabox, please provide an email address that is checked frequently.

VII. INTELLECTUAL PROPERTY, LEGAL CLAIMS AND INDEMNITIES

- (1) By submitting the film to TIFF, the Applicant and Film Owners (the "Submitting Parties") hereby warrant and represent that: (i) the Film is wholly original and is not copied from and does not include any other work that is the subject of copyright or other protection, unless such work is in the public domain or the Submitting Parties have obtained any and all consents, releases, licenses, and other authorizations or waivers of any kind necessary for the inclusion or reproduction of any person, character, location, thing, trade-mark, sound recording, musical composition or other work in the film; (ii) the Film does not defame any person or violate the common law or

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statutory rights, including, without limitation, the rights of privacy and publicity or any other right of any person; (iii) the Film is not the subject of litigation nor any dispute which would give rise to litigation; (iv) there are no agreements, nor will there be any agreements made subsequent to the date of this Film submission that would or could have the effect of impairing the Submitting Parties' ability to provide the Film as contemplated herein, or otherwise conflict with any provision of these Terms; and (v) the Submitting Parties have the full right, power and authority to submit the Film to TIFF for TIFF Next Wave Festival consideration, and to grant all of the rights granted hereunder and in the Withoutabox registration form, and there is no obligation or disability which would in any way impair, restrict or impede the Submitting Parties from fully performing all obligations pursuant to the submission and these Terms.

- (2) The Submitting Parties agree to indemnify and hold harmless TIFF, its licensees, successors and assigns, and its and their members, officers, directors, employees, agents, representatives, associates and affiliates (each, a "Releasee"), from any claim, suit, action or other proceeding brought against a Releasee and from any losses, costs, or damages, including the Releasee's full legal fees and costs, which it may have suffered or incurred or may suffer or incur, directly or indirectly based on, in connection with, or arising from the use and exhibition of the Film submitted by the Applicant or the breach or alleged breach of any representation, warranty or other agreement made by the Applicant in these Terms, or in the Applicant's Withoutabox registration form.
- (3) TIFF takes all reasonable anti-piracy precautions. While in TIFF's possession, all Films are securely stored and regularly inventoried. Access to Films is limited to TIFF staff who require access in order to screen and consider submissions. No duplication and loaning of Films is permitted. By submitting a Film to TIFF, the Submitting Parties hereby release the Releasees from any and all liability in the event of theft, unauthorized access or copying, or any breach of copyright of the submitted Film while it is in TIFF's possession.

VIII. OTHER

TIFF reserves the right to rule, in its sole discretion, on cases and situations not foreseen by these Terms.

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