

# MONTREAL INTERNATIONAL WREATH AWARDS FILM FESTIVAL Submitter Agreement

# I - OBJECTIVE

The prime objective of the Montreal International Wreath Awards Film Festival, also known as MIWAFF, (hereinafter referred to as "Festival") is to promote all types of film, whether independent or studio-based) not dependent on their budget, while uniting filmmakers within a competitive atmosphere with the rewards of our prestigious Wreath Awards.

# II - DATE

The Montreal International Wreath Awards Film Festival Awards will be held on October 5<sup>th</sup>, 2019 (subject to change due to unforeseen events).

#### III - SELECTION

- 1) The MIWAFF Selection Committee, *hereinafter referred to as the Jury,* selects and invites the films that will be presented in the Festival Competition.
- 2) Each film is selected in the Festival if it has received at least one nomination by the Jury.
- 3) Only films that meet the following criteria may be selected and invited to be part of the Official Selection:
  - I. Must have been made after August 1st, 2018.
  - II. Must not include any pornographic material.
  - III. Must meet the time criteria in respective categories.
  - IV. Must be submitted before the regular deadline (August 18th).



#### IV - PROGRAM

The 2019 Montreal International Wreath Award Film Festival will include the following categories:

Rising Filmmaker

**Best Director** 

**Best Music** 

**Best Documentary** 

**Best Cinematography** 

**Best Actor** 

**Best Actress** 

**Best Screenplay** 

**Best Editing** 

These categories are subject to change due to popular demand or to decisions by the Jury.

#### **V-AGREEMENT**

- 1. Submitting or sending a film to the Festival implies that the producers or their representatives agree to these rules and regulations. It is the sole responsibility of the Applicant to secure authorization and permission from the copyright owner(s) of all copyrighted content or materials included within the submitted Film. The MIWAFF Festival reserves the right to disqualify, without refund of any or all submission fees previously collected from the Applicant, any Film with any unauthorized inclusion of copyrighted content or materials.
- 2. Films that have been submitted, and/or selected may not be withdrawn from the festival.
- 3. Invited films may be shown in the Festival's theatres until the Festival has officially closed.
- 4. It is the sole responsibility of the Applicant to secure authorization and permission from the owner(s) of any and all trademarked content or materials included within the submitted Film. The Festival expressly disavows any responsibility for, and will not be held responsible for, any unauthorized inclusion of any trademarked content or materials within or relating to the submitted Film, including any content or materials that are or may become



the basis for any third-party claims for trademark infringement, trademark dilution or unfair competition. The Festival reserves the right to disqualify, without refund of any or all submission fees previously collected from the Applicant, any Film with any unauthorized inclusion of trademarked content or materials.

- 5. The Festival is not responsible for any loss or damages of the submitted film during the submission process, or any other events leading up to the Festival.
- 6. It is the sole responsibility of the Applicant to clear all content of the Film from any and all actual or potential legal claims and issues, including, without limitation, claims based upon theories of libel, defamation, invasion of privacy, violation of rights of publicity, theft of trade secrets, breach of confidence, breach of confidential relationship, and breach of express or implied contract ("Third Party Claim(s)"). The Festival expressly disavows any responsibility for, and will not be held responsible for, any unauthorized inclusion of any content or materials within or relating to the submitted Film that are or may be the basis for any Third-Party Claims based upon any of the foregoing legal theories or others. The Festival reserves the right to disqualify, without refund of any or all submission fees previously collected from the Applicant, any Film that is or may become the subject of any Third-Party Claims.
- 7. Applicants submitting Films that contain significant non-English spoken dialogue **must** provide on-screen English subtitles.
- 8. If the Applicant remits an updated version of the Film to the Festival after having submitted a previous version of the Film to the Festival during the same calendar year, the Festival is under no obligation to view any or all of the updated version.
- 9. The Festival reserves the right to disqualify, without refund of any or all submission fees previously collected from the Applicant, any Film with a submission form that is considered to be delinquent due to the non-payment of any or all submission fees.
- 10. It is the sole responsibility of the Applicant to ensure that the contact information provided on the submission form is correct throughout the entirety of the Festival selection period.
- 11. The Festival is not liable for any lodging, transportation or travel expenses during the Festival period.



- 12. Failure to submit a film in the correct submission category or pay the required submission fee for a category will result in an automatic disqualification. No refund will be appropriated as a result.
- 13. If a nominated film has no confirmed representative, the Festival can assign one for the film in question. The Festival is under no obligation to assign a representative to a nominated film who is absent at the Awards Ceremony.
- 14. In the case(s) of absence of representation for a nominated film who has won, the Festival is under no obligation to pay the shipping fees. That obligation falls upon to the film's respective producer(s) and/or submitter(s).
- 15. Once the winners are announced, the producers or submitters of the winning film must provide the addresses of the winners **within 30 days**. Failure to transmit this information within the prescribed time results in no obligation whatsoever for the Festival to still be liable to send out the trophies or for any other type of obligation arising forthwith.

# **VI- PROMOTION AND PUBLICATION OF AWARDS**

Films selected to be part of the Official Selection agree to use the "Official Selection" logo of the Montreal International Wreath Award Film Festival in all their publicity, including their DVD jackets or printouts, as well as in their credits. By participating in the Festival, the award winners and distribution companies agree to the Montreal International Wreath Awards Film Festival name or logo, as well as the award they received, in all their promotions and advertisements (posters, ads, etc.), and the Applicants agree to allow the Montreal International Wreath Awards Film Festival to use clips or images from the selected film as advertisement or publicity.

# **VII- DEADLINE**

The deadline for registering films is April 30<sup>th</sup>, 2019 for an early-bird deadline fee or August 18<sup>th</sup>, 2019 for the regular deadline fee.

A registration form must be filled out online and a viewing copy of the film must be submitted to the Festival upon moving forward with their film submission, either through Film Freeway or Festhome or directly emailing via our website.



# **VIII - AUTHORITY**

Submitting a film does not mean that it will automatically be selected for participation in the Montreal International Wreath Awards Film Festival. Only those films selected by the Festival Association will be screened, nominated or win.

# IX - FESTIVAL PROGRAM CATEGORIES & ELIGIBILITY REQUIREMENTS:

The Festival only accepts submissions in the following categories: Short Films, Feature Films, and Documentary Films.

**Short Films** are films whose duration is at most 35 minutes. **Feature Films** are films whose minimum duration is 36 minutes. **Documentary Films** are nonfictional motion pictures intended to document some aspect of reality, primarily for the purposes of instruction or maintaining a historical record.

# **X-AMENDMENTS**

The most recent amendments were passed on January 25th, 2019.