



TERMS & CONDITIONS FOR SUBMISSION OF FILMS THROUGH FILMFREEWAY.COM

I. APPLICATION OF THESE TERMS & CONDITIONS

1. The following terms and conditions (the “Terms”) govern the submission of a film or series (the “Film”) to Toronto International Film Festival Inc. (“TIFF”), through filmfreeway.com (“FilmFreeway”), for consideration for the 2024 Toronto International Film Festival (the “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 Festival consideration, the submitter (the “Applicant”) represents that they have:
 - a) read, understood and agreed to the Terms, and
 - b) obtained consent from any and all owners, creators, writers, producers, and/or other authorized representatives or rights holders of the Film whose consent is required to submit the Film to TIFF (the “Film Owners”).
2. Submission fees are in Canadian dollars and are non-refundable.
3. TIFF may disqualify or reject, but is not required to do so, any submission that it determines, in its sole and absolute discretion, would not be in TIFF’s best interest to include in the Festival, including, but not limited to, any Film that is not in compliance, in whole or in part, with these Terms, and may do so without refunding any submission or other fees paid by the Applicant or returning any materials submitted by the Applicant. Without limiting the generality of the foregoing, if any person connected to the Film is involved in, or alleged to be involved in, any situation or occurrence which subjects such person to public scandal, disrepute, widespread contempt, or public ridicule, that violates [TIFF’s Code of Conduct](#), or that will tend to shock, insult or offend the community or public morals or decency, or prejudice TIFF in general, then TIFF shall have the right, in its sole discretion, to take any action it deems appropriate, including but not limited to excluding such person from attendance at the Festival and/or disqualifying the Film from participation in the Festival.

III. SUBMISSION CATEGORIES AND ELIGIBILITY

1. Films submitted to TIFF for Festival consideration under these Terms must be submitted in one of the categories set out in Section III(5) below.
2. Films that do not meet the eligibility requirements for any of the categories set out in Section III(5) below should not be submitted and will not be considered by TIFF.
3. For the purpose of the below categories:
 - a) “Canadian” films are films that: i) were directed by a Canadian citizen or permanent resident of Canada; and ii) list Canada as a major country of production and/or have a credited producer or co-producer who is a Canadian citizen or permanent resident of Canada.



- b) All other films are considered “International” films.
4. Upon submission, Films must have a World, International or North American premiere status. At TIFF’s sole discretion, TIFF reserves the right to accept submissions with only a Canadian premiere status, but the Film’s premiere status will be taken into consideration when final programming decisions are made.

Premiere Status Definitions:

- a) **World Premiere** - The Film *has not had* and *will not have* any public screening anywhere in the world before its scheduled presentation at the Festival.
- b) **International Premiere** - The Film *has only had* a public screening in its country of origin (if the country of origin is not in North America) before its scheduled presentation at the Festival. It *has not had* any other public screenings outside of its country of origin.
(**Please note:** If a United States production premiered only in the United States, it would qualify as an International Premiere. However, if a United States production premiered in the United States and outside of the United States and Canada, the film would be considered a Canadian premiere.)
- c) **North American Premiere** - The Film has already had public screenings in other countries, but has not yet screened anywhere in Canada or the United States before its scheduled presentation at the Festival.
(**Please note:** Public screenings in Mexico or Caribbean Islands will not affect a film’s North American Premiere status.)
- d) **Canadian Premiere** - The Film has already had public screenings in other countries, including the United States, but has not yet screened anywhere in Canada before its scheduled presentation at the Festival.
(**Please note:** A Film should not submit to the Festival if it has already had a public screening in Canada prior to the TIFF 2024 Festival. TIFF strongly recommends that an Applicant’s Film has, at minimum, a North American Premiere status in relation to the levels of premiere status as outlined herein at the time of submission.)
- e) **N/A (No Premiere Status)** - The Film has already had a public screening in Canada (or will have a public screening in Canada) any time prior to the Festival and will therefore not have any premiere status. A film with no premiere status is not eligible for Festival consideration.
- f) **Definition of a “Public Screening”:** TIFF considers a “Public Screening” to be a screening where the public and/or press attended, and the screening was advertised and/or ticketed. Exceptions include a screening where the public attended, but there was a non-disclosure agreement and no advertising, and/or a private friends-and-family/cast-and-crew screening. There may also be exclusions for compulsory school showcases – Applicants are encouraged to please contact submissions@tiff.net if uncertain about its Film’s premiere status.



5. Submission categories:

Category	Description	Preliminary Eligibility Requirements
Canadian Features	Narrative films with runtimes of 60 minutes or longer (including credits). Films in this category are: i) directed by a Canadian citizen or permanent resident of Canada; and ii) list Canada as a major country of production and/or have a credited producer or co-producer who is a Canadian citizen or permanent resident of Canada.	Upon submission, films must have a World, International, or North American Premiere status. Films must be completed on or after September 7, 2023.
Canadian Documentary Features	Documentary films with runtimes of 60 minutes or longer (including credits). Films in this category are: i) directed by a Canadian citizen or permanent resident of Canada; and ii) list Canada as a major country of production and/or have a credited producer or co-producer who is a Canadian citizen or permanent resident of Canada.	Upon submission, films must have a World, International, or North American Premiere status. Films must be completed on or after September 7, 2023.
Canadian Shorts	Short films of all genres – including documentary – with runtimes of 40 minutes or less (including credits). Films in this category are: i) directed by a Canadian citizen or permanent resident of Canada and; ii) list Canada as a major country of production and/or have a credited producer or co-producer who is a Canadian citizen or permanent resident of Canada.	Upon submission, films must have a World, International, or North American Premiere status. Films must be completed on or after September 7, 2023.
International Features	International narrative films with runtimes of 60 minutes or longer (including credits).	Upon submission, films must have a World, International, or North American Premiere status. Films must be completed on or after September 7, 2023.
International Documentary Features	International documentary films with run times of 60 minutes or longer (including credits).	Upon submission, films must have a World, International, or North American Premiere status. Films must be completed on or after September 7, 2023.



International Shorts	International films of all genres – including documentary – with runtimes of 40 minutes or less (including credits).	Upon submission, films must have a World, International, or North American Premiere status. Films must be completed on or after September 7, 2023.
Primetime	Serial content with a minimum of two chronological episodes, including the series or season premiere episode. In the case of anthologies, chronological episodes are not required. Series presented at the Festival will feature a combined runtime of 60 minutes or longer (including credits).	Upon submission, series must have a World, International, or North American Premiere status. Series must be completed on or after September 7, 2023.
Wavelengths	Wavelengths is a tightly curated international showcase of artist film and video, including feature-length experimental fiction, innovative and essayist documentaries, avant-garde shorts, and films from the contemporary art world.	Only those invited by the TIFF programming team are eligible to submit to the Wavelengths category on FilmFreeway. If Applicants were not invited to submit to Wavelengths, Applicants are welcome to submit to another category in which the Film is eligible.
DCP & Projectionist Package	Only those invited by the TIFF programming team are eligible to submit to the DCP & Projectionist Package category on FilmFreeway. If Applicants were not invited to submit to this category, Applicants are welcome to submit to another category in which the Film is eligible.	

6. The Festival is organized into a series of programmes, which are subject to change from year to year but might include, for example: Centrepiece, Gala Presentations, and Midnight Madness. TIFF may slot selected Films into programmes at its sole and absolute discretion. More information about these programmes is available at tiff.net.
7. A Film will **not** be eligible for consideration and **should not be submitted** if:
- a) the Film was completed prior to September 7, 2023; or
 - b) the Film was previously submitted to TIFF for consideration for prior TIFF festivals; or
 - c) the Film has been for sale on DVD/Blu-ray/VOD; or
 - d) the Film:
 - i) had theatrical releases in North America; or
 - ii) has aired on television and/or a public streaming platform in North America; or



- e) the Film has been publicly posted or exhibited online in North America (Films that are publicly posted or exhibited online but geoblocked to a region outside of North America are still eligible for the Festival); or
- f) the Film does not have, at minimum, a North American Premiere status (in relation to the levels of premiere status as outlined in III(4) above) at the time of submission; or
- g) the Film has had, or will have, a public presentation in Canada prior to the Festival, and therefore will not have a premiere status prior to September 5, 2024.

Films that have had theatrical or online presentations in their country of origin (if the country of origin is not within North America) will be eligible for consideration.

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

- 8. All Films must be submitted as online screeners via FilmFreeway (as described below). Submissions to the Wavelengths category and the DCP & Projectionist Package category are by invitation only and at TIFF's discretion. A fee of \$300.00 CAD will apply to submissions in the DCP & Projectionist Package category.
- 9. If an Applicant's Film is officially selected by TIFF for the Festival, such Applicant must supply TIFF with an exhibition copy of the Film by August 16, 2024, in a theatrical screening format, as specified by TIFF upon invitation. Theatrical screening format is applicable to theatrical screening copies of feature films, short films in short programmes, and Primetime serial content that are scheduled for presentation in cinema.
- 10. Please note the below delivery requirements, as applicable, for Films officially selected by TIFF for the Festival. Note that delivery requirements differ based on the format of the Film.
 - a. All non-English-language Films will be required to provide content with English subtitles. TIFF strongly encourages these productions to use subtitles for the D/deaf and hard of hearing (SDH).
 - b. All English-language Films or multilingual Films that include spoken English dialogue will be required to have closed captions in English, a transcription of spoken dialogue, and a description of audio cues. TIFF strongly encourages these productions to also include open captions (OC).
 - c. Experimental and short Films that contain no dialogue are required to have closed captions provided. Silent Films require a closed caption stating that there is no audio. Please see our [Accessibility Explanations and Requirements](#) document for more information.

IV. PROCESS FOR SUBMISSION

- 1. All Films submitted under these Terms must be submitted in accordance with the procedure outlined herein. TIFF may, in its sole discretion, but is not required to, disqualify or reject any Film that is not submitted in accordance with the Terms herein.
- 2. To submit a Film for Festival consideration, an Applicant must: (a) complete the registration process at FilmFreeway and pay the required fee as outlined in Section V.(2) below, and (b) provide to TIFF an **online screener (the "Submission Screener") via FilmFreeway** for review by TIFF programming staff. TIFF does not accept submissions in any other manner or format, including: DVDs, content burned to Read/Write (RW)



discs, Blu-ray discs, external online links, downloadable files, or trailers. Submissions to the Wavelengths category and DCP & Projectionist Package category are by invitation only and at TIFF's sole discretion. A fee of \$300.00 CAD will apply to submissions in the DCP & Projectionist Package category.

- Applicants should test their Submission Screeners thoroughly before submitting them and ensure their Submission Screener remains active on FilmFreeway until September 15, 2024. The Applicant has sole responsibility for ensuring that the Submission Screener plays in its entirety. The Submission Screener must contain English subtitles if the original language is not English. **If TIFF is unable to view the Submission Screener, TIFF may attempt, but is under no obligation, to contact the Applicant in order to obtain a replacement Submission Screener.**
- TIFF will not review multiple versions of a submitted Film. Only one version of the Film may be submitted.
- TIFF is under no obligation to contact the Applicant should the Applicant not have adhered to the Terms. Submission fees are non-refundable.

V. SUBMISSION DEADLINES AND FEES

- In order to be eligible for consideration, Submission Screeners must be submitted online via FilmFreeway, with a FilmFreeway registration completed and all fees paid, by the deadlines outlined below.
- Submission fees and deadlines for 2024 are as follows:

NOTE: All fees are denoted in Canadian dollars.

	Early-Bird Submission Deadline	Industry Member Rate Early-Bird Submission Deadline	Standard Submission Deadline	Industry Member Rate Standard Submission Deadline
Deadline	April 2, 2024 (11:59pm ET)		May 10, 2024 (11:59pm ET)	
Canadian Features	\$90.00 CAD	\$76.50 CAD	\$155.00 CAD	\$131.75 CAD
Canadian Documentary Features	\$90.00 CAD	\$76.50 CAD	\$155.00 CAD	\$131.75 CAD
Canadian Shorts	\$50.00 CAD	\$42.50 CAD	\$75.00 CAD	\$63.75 CAD



International Features	\$120.00 CAD	\$102.00 CAD	\$155.00 CAD	\$131.75 CAD
International Documentary Features	\$120.00 CAD	\$102.00 CAD	\$155.00 CAD	\$131.75 CAD
International Shorts	\$75.00 CAD	\$63.75 CAD	\$95.00 CAD	\$80.75 CAD
Primetime	\$75.00 CAD	\$63.75 CAD	\$100.00 CAD	\$85.00 CAD
Wavelengths			May 10, 2024 (11:59pm ET) Submissions to this category are by invitation only.	
DCP & Projectionist Package			May 10, 2024 (11:59pm ET) \$300.00 CAD Submissions to this category are by invitation only.	

3. TIFF may accept late submissions in its sole and absolute discretion, but an additional submission fee may apply. For information regarding late submissions, please contact submissions@tiff.net.
4. TIFF may revise submission deadlines in its sole and absolute discretion at any time.
5. Submission fees are non-refundable.

VI. SELECTION

1. TIFF will consider for inclusion in the Festival all eligible Films that have been submitted by the above applicable deadline and in accordance with these Terms. TIFF reserves the right to consider for inclusion in the Festival, and include in the 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 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, unreviewable, and not subject to appeal. 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 or not 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 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 the 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 who have been selected to participate in the Festival on a rolling basis, but no later than August 16, 2024. All Applicants who are not selected to participate in the Festival will be contacted by email by August 16, 2024 and TIFF is under no obligation to inform Applicants of their submission status before this date. TIFF will contact Applicants using the contact information provided by the Applicant in the FilmFreeway registration form. Applicants are responsible for providing correct and functional contact information. TIFF is not responsible for any missing or incorrect Applicant contact information or failed attempts to contact Applicants using the contact information provided by the Applicant.
4. TIFF may consider active FilmFreeway submissions for auxiliary programming outside of Festival consideration, including, without limitation, other festivals and year-round programming conducted or organized by TIFF. This may include consideration for TIFF Next Wave, International Cinema Cafe, etc.

VII. **INTELLECTUAL PROPERTY, LEGAL CLAIMS, AND INDEMNITIES**

1. By submitting a Film to TIFF, the Applicant and Film Owners (collectively, 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, trademark, sound recording, musical composition, or other work in the Film; (ii) the Film does not defame any person or violate the common law or 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 or any dispute that may 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; (v) the Submitting Parties have the full right, power, and authority to submit the Film to TIFF for Festival consideration, and to grant all of the rights granted hereunder and in the FilmFreeway registration form, including, without limitation, the right to screen the Film in Festival venues and/or digitally on any of TIFF's online platforms (if any); (vi) there is no prior obligation or impediment which would in any way impair or restrict the Submitting Parties from fully performing all obligations pursuant to the submission and these Terms; and, (vii) neither its performance hereunder nor the exercise by TIFF of the rights granted hereunder will violate any applicable laws or regulations.
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, volunteers, 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, including, without limitation, the decision to exhibit or not exhibit the Film, which decision shall be in TIFF's sole and absolute discretion, 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 FilmFreeway registration form.

3. TIFF takes reasonable anti-piracy and security 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 TIFF from any and all liability in the event of loss, theft, unauthorized access or copying, or any breach of copyright of the Film while it is in TIFF's possession.

VIII. SAFETY AND RESPECT

1. A cornerstone of TIFF's belief system is that everyone has the right to respect and fair and equitable treatment from others. TIFF does not tolerate violence, mistreatment, or harassment — verbal, physical, sexual, or otherwise — towards staff, volunteers, delegates, audience members, attendees at any of TIFF's festivals, conferences, or events, or in any correspondence with staff, including during the submission process. TIFF staff and volunteers are committed to ensuring the best possible experience for all attendees. If the safety of TIFF guests is in question, TIFF will take immediate steps to ensure the matter is addressed.

IX. SCHEDULING

1. In accordance with the regulations of the International Federation of Film Producers Associations (FIAPF), TIFF may schedule Films for up to five (5) in-person screenings (including public and Press & Industry) over the course of the Festival. Any additional public, Press & Industry, or private screening will be done only with consent from the Applicant. The time(s), date(s), and locations(s) of all in-person Film screenings will be selected by TIFF in its sole and absolute discretion and are subject to change at any time with no notice to the Applicant.

X. SCREENING PROTOCOL

1. TIFF expects that the Film's director(s), and any other guests/talent participating in the Festival with the Film will be present for the first and second public screenings of the Film, including, where applicable, the in-person or digital publicity events, and including but not limited to an introduction (preceding the screenings) and a question-and-answer session (following the screenings).
2. The Film will be presented in a physical screening venue (i.e., a cinema) in accordance with health and safety guidelines and recommendations made by TIFF and government health officials at the time of planning.

XI. OTHER

1. TIFF reserves the right to rule, in its sole and absolute discretion, on cases and situations not foreseen by these Terms.
2. TIFF is a festival accredited by the International Federation of Film Producers Associations (FIAPF).