

**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 film (the “Film”) to Toronto International Film Festival Inc. (“TIFF”), through Withoutabox.com (Withoutabox) for consideration for the 2017 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 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 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 and absolute 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 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, “Canadian” films are Films that were directed by a Canadian citizen or permanent resident of Canada and list Canada as one of the countries of production. All other Films are considered “International” films.
- (4) Submission categories:

<b>Category</b>	<b>Eligibility requirements</b>
Canadian Features   Longs Métrages Canadien	Canadian feature films with runtimes of 50 minutes or longer.
Canadian Documentary Features   Longs Métrages Documentaire Canadien	Canadian documentary feature films with runtimes of 50 minutes or longer.
Canadian Shorts   Courts Métrages Canadien	Canadian films with runtimes of 49 minutes or less.
International Features	International feature films with runtimes of 50 minutes or longer.

International Documentary Features	International documentary feature films with runtimes of 50 minutes or longer.
International Shorts	International films with runtimes of 49 minutes or less.

- (5) The Festival is organized into a series of programmes, which are subject to change from year to year but might include, for example: *Contemporary World Cinema*, *Gala Presentations*, *Midnight Madness* etc. TIFF may slot selected films into programmes at its sole and absolute discretion. If the Applicant wishes the Film to be considered for inclusion in the Midnight Madness programmes (more information about these programs is available at [tiff.net/tiff/?tab=about](http://tiff.net/tiff/?tab=about) the Applicant should indicate this in a note or on the disc itself.
- (6) TIFF prefers that all Short and Feature Films presented are, at minimum, North American premieres. TIFF will accept submissions that have already premiered in North America, but the film's premiere status will be taken into consideration when final programming decisions are made.
- (7) A Film will not be eligible for consideration and should not be submitted if:
  - a. the Film was completed prior to September 1, 2016; or
  - b. the Film was previously submitted to TIFF for Festival consideration.
- (8) All Feature Films must be submitted as DVD screeners (as described below). All Short Films must be submitted online via Withoutabox as described below. All selected Films must be available to screen in DCP (Digital Cinema Package) format by August 18, 2017. TIFF may, but is not required to, permit films within the Wavelengths and Cinematheque programmes to be screened in the following alternative formats: (i) 35 mm or (ii) 16mm. No format exceptions will be made for the Short Cuts programme.

#### 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 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** (for Feature Films) or **online screener via Withoutabox** (for Short Films) 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, external online links, downloadable files 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 format); 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 may 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.
- (6) DVD screeners will not be returned.
- (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.
- (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 Film 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.

**V. SUBMISSION DEADLINES AND FEES**

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

Category	Submission Deadline & Fee	Late Submission Deadline & Fee
Canadian Features   Longs Métrages Canadien	May 5, 2017 \$55.00	June 2, 2017 \$155.00
Canadian Documentary Features   Longs Métrages Documentaire Canadien	May 5, 2017 \$55.00	June 2, 2017 \$155.00
Canadian Shorts   Courts Métrages Canadien	May 5, 2017 \$25.00	June 2, 2017 \$55.00
International Features	May 5, 2017 \$85.00	June 2, 2017 \$115.00
International Documentary Features	May 5, 2017 \$85.00	June 2, 2017 \$115.00
International Shorts	May 5, 2017 \$55.00	June 2, 2017 \$85.00

NOTE: all fees are denoted in Canadian dollars.

- (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 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 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 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 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 by August 22, 2017 all Applicants who have been selected to participate in the Festival. All Applicants who are not selected to participate in the Festival will be contacted by email on or around August 22, 2017. TIFF will contact Applicants using the contact information 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.

## **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 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 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, volunteers, 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 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**

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