

# TIFF–CBC FILMS SCREENWRITER AWARD

## TERMS AND CONDITIONS

November 2018

BEFORE YOU SUBMIT AN APPLICATION PACKAGE, PLEASE READ THESE TERMS AND CONDITIONS IN THEIR ENTIRETY. YOU MUST SIGNIFY ON YOUR APPLICATION FORM YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS.

THE FOLLOWING TERMS AND CONDITIONS CONTAIN CERTAIN CAPITALIZED TERMS, WHICH ARE DEFINED THROUGHOUT THE TERMS AND CONDITIONS:

### 1. Entry Procedures

The procedures for applying for consideration for the TIFF–CBC Films Screenwriter Award (the “**Award**”), sponsored by CBC Films (“**CBC**”) and the Toronto International Film Festival Inc. (“**TIFF**”), and related rules are set out in these Terms and Conditions. Additional information relating to the Award, including the Application Form and Submission Release Form, may be found on the Award microsite located at <https://www.tiff.net/industry-cbc-award/> (the “**Website**”). By submitting your application materials, you agree to be bound by these Terms and Conditions.

### 2. Eligibility Criteria

- 2.1. Applicants must be residents of Canada who are Canadian citizens or permanent residents.
- 2.2. Applicants must be over the Age of Majority in their province of residence as of the date their application is submitted. “**Age of Majority**” means a person 19 years of age or older who resides in British Columbia, New Brunswick, Yukon, Nunavut, Newfoundland and Labrador, Nova Scotia, or the Northwest Territories, or a person 18 years of age or older who resides in Alberta, Manitoba, Ontario, Quebec, Saskatchewan, or Prince Edward Island.
- 2.3. Applicants must self-identify as a woman, or as a visible minority, or as Indigenous, or as a person with a disability (collectively, “**Equitable Groups**”). Eligibility as a member of any of the Equitable Groups shall be interpreted broadly and liberally by CBC and TIFF in their sole discretion, taking into consideration the UN Convention on the Rights of Persons with Disabilities, which recognizes “that disability is an evolving concept and that disability results from the interaction between persons with impairments and

attitudinal and environmental barriers that hinders their full and effective participation in society on an equal basis with others.”

- 2.4. Applicants must have a writer or director credit on at least one feature film that has been presented at one of the Award’s list of eligible festivals, being:
- (a) **International Film Festivals:** Annecy Animation Festival, Berlin, Busan, Cairo, Cartagena, Cannes, IDFA, Karlovy Vary, Locarno, Mar del Plata, Marrakesh, Moscow, Mumbai, New York, Palm Springs, Rio, Rotterdam, San Sebastian, Shanghai, Stockholm, Sundance, Sydney, SXSW, Telluride, Venice or
  - (b) **Canadian Film Festivals:** Black Film Festival Montreal, Fantasia, Female Eye, Hot Docs, imagineNative, Nouvel Cinema, Toronto IFF, Ottawa Animation Film Festival, ReelAbilities, Reel Asian, ReelWorld, St. John’s Women’s Film Festival, Vancouver IFF.
- 2.5. Submissions must be original works in English, written by the Applicant. Applicants must submit a feature-length screenplay (85 to 120 pages).
- 2.6. Applicants must be able to demonstrate ownership of underlying rights to the work submitted, and be able to provide proof on request of any statement of fact made in their Application (which may include identity, education, age, etc.). Adaptations of books, plays, or magazine articles are eligible, provided the Applicant has secured the necessary legal rights.
- 2.7. Individuals who are employees, agents, representatives, officers, or directors of CBC or TIFF, as well as such employees’ immediate family (parent, sibling, child, spouse/common-law partner) or persons living under the same roof, are not eligible for the Award.

### 3. **Application Package**

- 3.1. In order to be considered for the Award, the Applicant must submit all of the application materials listed below via the online application at the Website by 11:59pm EST on Wednesday, December 5, 2018.

The following materials together form the “**Application Package**”:

- (a) a completed online Application Form, with digital signature;
- (b) a completed online Submission Release Form, with digital signature;
- (c) additional information about your project, including (i) the title, (ii) the genre, (iii) one sentence describing the intended target audience, (iv) the proposed production budget (approximate), (v) any key attachments in place (e.g., director, producer, proposed cast), and (vi) a statement of no more than 150

words that outlines the progress of the project to date and that identifies current challenges and the approach that will be used to respond to these challenges in the next stage of development; and

- (d) the project you are submitting for consideration (the “**Submission**”), accompanied by a logline that encapsulates the story in less than 60 words (“Synopsis”). Submissions must be in the form of an 85- to 120-page feature-length screenplay in “script format standard.” The cover page should include only the project title and no other identifying markings.

3.2. Application Package materials shall be submitted in the following formats:

- (a) **The Application Form and Submission Release Form:** filled out online.
- (b) **Submission, Synopsis, and additional information:** Upload as one PDF or provide a shareable link. Save as Lastname\_Firstname\_Submissions.pdf.

3.3. Incomplete Application Packages and/or incorrect file types/formatting will not be considered.

3.4. Upon receipt of the Application Package, the Applicant will be sent an email to confirm receipt and to provide a link to the Terms and Conditions (“**Confirmation Email**”). The Confirmation Email shall only confirm receipt of the Application Package and is not a confirmation of eligibility of the Applicant or the Application Package.

3.5. LIMIT: Only one (1) Application Package may be submitted per Applicant and, as part of the Application Package, each Applicant may provide/link to only one (1) Submission. An Application Package with more than one (1) Submission will be considered ineligible.

3.6. The Application Package will not be returned.

#### **4. Selection of Award Recipient**

4.1. Only eligible Application Packages that have been received from or submitted on behalf of an eligible Applicant will be reviewed and considered. An Application Package that does not comply with these Terms and Conditions may be disqualified.

4.2. A jury chosen by TIFF and CBC (the “**Jury**”) will evaluate the Submissions received by 11:59pm EST on Wednesday, December 5, 2018. The chances of being selected as an Award Recipient will depend on the number of eligible Application Packages received and the quality of the Submissions. All decisions will be made at the sole discretion of the Jury.

- 4.3. After deliberation, the Jury shall choose one Award Recipient.
- 4.4. The selected Award Recipient will be notified by phone and/or email, at the telephone number and/or email address provided on the Application Form, and will have five (5) days to accept the Award and to execute the required release form (the “**Award Recipient Release Form**”), failing which the Award will be deemed forfeited and the Jury may award all or part of the forfeited Award to another Applicant and/or place any forfeited amounts in the Award’s reserve.
- 4.5. The Award Recipient will be announced in January 2019 via tiff.net, as well as at <http://www.cbc.ca/breakingbarriers/> and any other such outlets as TIFF and CBC deem appropriate.
- 4.6. While compliance with these Terms and Conditions is a prerequisite for eligibility for the Award, compliance does not guarantee entitlement to the Award. Neither TIFF nor CBC shall have any obligation to notify or contact unsuccessful Applicants, nor shall they be liable for any loss of opportunity as a result of being unable to contact an Applicant by phone or email, nor shall they bear any responsibility to any Applicant who provides incorrect contact information or an incomplete or illegible Application Package.
- 4.7. Before receiving the Award, the selected Award Recipient will be required to read, approve, and sign the Award Recipient Release Form, agreeing that their name, image, likeness, statements and/or voice may be used for any promotional purposes related to this Award free of charge; and releasing TIFF and CBC, as well as their respective directors, officers, agents and employees, from all liability for any damages or losses arising from participation in this Award.
- 4.8. The names and identity of the Applicants and the Award Recipient may be announced or displayed on the Website, as well as on any TIFF and/or CBC website or microsite, or other media in TIFF and CBC’s discretion.

## **5. The Award**

- 5.1. The Award is a cash amount of fifteen thousand Canadian dollars (\$15,000 CAD).
- 5.2. The Award Recipient will receive the services of a script consultant for a script analysis, and a minimum of two, one-hour video-call consultations.
- 5.3. Any offer to an Award Recipient is non-transferable, is non-assignable, is non-exchangeable, and may not be substituted.

- 5.4. It will be the Award Recipient's responsibility to understand and abide by any and all tax laws that may apply to the receipt of the Award.

**6. General Terms and Conditions**

- 6.1. TIFF and CBC collectively reserve the right to change the structure, process, timing, duration, or any other aspect of the Award as deemed fit, including, without limitation, requesting additional materials and/or changing the Award amounts and the schedule for accepting applications and making decisions. TIFF and CBC reserve the right to cancel, terminate, or suspend the awarding of the Award in whole or in part, or to amend these Terms and Conditions at any time without incurring any liability to any Applicant or other person. TIFF and CBC further reserve the right to replace any Award Recipient with another Award Recipient or disqualify at their discretion any Award Recipient who is in violation of these Terms and Conditions, or who, for any reason, is unable to participate in any aspect of the Award, as determined by TIFF and CBC in their sole discretion.
- 6.2. TIFF and CBC assume no liability for any kind of loss, damage, or injury, including without limitation: (i) lost, stolen, delayed, damaged, misdirected, late, destroyed, illegible, or incomplete entries; (ii) loss of, theft of, or damage to software or computer or telephone data, including any breach of privacy; (iii) fraudulent calls; (iv) inability of any person to participate in the Award for any reason, including mistaken mail or email addresses; technical, computer, or telephone malfunctions or other problems with online computer systems, servers, access providers, computer equipment, or software; congestion on the internet or at any website; or any combination of the foregoing; (v) damage to any person's computer, including as a result of playing or downloading any material relating to the Award; (vi) any delay or inability to act resulting from an event or situation beyond their control, including a strike, lockout, or other labour dispute at their location or the locations of the organizations and businesses whose services are used to administer this Award; or (vii) anything that is lost, damaged, or misdirected during shipping.
- 6.3. TIFF and CBC further reserve the right, in their sole discretion, to disqualify any Applicant found to be: (a) tampering or attempting to tamper with the entry process or the operation of the Award, the Website, or any website or service related to the Award; and/or (b) in violation of these Terms and Conditions or otherwise acting in an unethical, disruptive, disrespectful, or inappropriate manner, or with intent to annoy, abuse, threaten, or harass any other person.
- 6.4. TIFF and CBC reserve the right, in their sole discretion, to verify or to require proof of identity and/or eligibility of any Applicant.
- 6.5. All personal information, such as name and contact information, is collected solely for the purposes of administering this Award and shall not be used for any other purpose

without the Applicant’s express consent. By providing this information, the Applicant consents to it being used for the stated purposes.

6.6. These Terms and Conditions are additional to and do not supersede the Award Recipient Release Form, and in the event of any conflict between the Award Recipient Release Form and these Terms and Conditions, the Award Recipient Release Form will prevail, govern, and control. In the event of any discrepancy or inconsistency between these Terms and Conditions and disclosures or statements contained in any other Award-related materials (save and except for the aforementioned Release Form), these Terms and Conditions shall prevail, govern, and control unless otherwise explicitly stated.

**7. FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION.**

**8. Additional Definitions**

**“Applicant”** Any person who meets the eligibility criteria and submits an Application Package to CBC and TIFF for consideration for the Award.

**“Application Form”** The application form that must be completed by the Applicant and included in the Application Package in order for the Applicant to be considered for selection as an Award Recipient.

**“Application Package”** The materials that must be submitted by an Applicant in order for the Applicant to be considered for selection as an Award Recipient.

**“Award”** The TIFF–CBC Screenwriter Award.

**“Award Recipient”** The Applicant who is selected by the Jury to receive the Award.

**“CBC”** The Canadian Broadcasting Corporation and its employees, licensees, assignees, affiliated and subsidiary companies, and authorized representatives.

**“Jury”** Such person(s) as CBC and TIFF may nominate to act as judges

of the Application Packages.

**“Release Form(s)”**

Any release form supplied from time to time by CBC and TIFF, which Applicants are required to sign in connection with the Award. These include, without limitation, the Submission Release Form and the Award Recipient Release Form.

**“Submission Release Form”**

The Release Form that must be completed by the Applicant and included in the Application Package in order for the Applicant to be considered for selection as an Award Recipient.

**“TIFF”**

Toronto International Film Festival Inc. and its employees, licensees, assignees, affiliated and subsidiary companies, and authorized representatives.