

**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 2019 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 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:

Category	Eligibility requirements
Canadian Features Longs Métrages Canadien	Canadian feature films with run times of 50 minutes or longer.
Canadian Documentary Features Longs Métrages Documentaire Canadien	Canadian documentary feature films with run times of 50 minutes or longer.
Canadian Shorts Courts Métrages Canadien	Canadian films with run times of 49 minutes or less.

International Features	International feature films with run times of 50 minutes or longer.
International Documentary Features	International documentary feature films with run times of 50 minutes or longer.
International Shorts	International films with run times 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. More information about these programmes is available at tiff.net/tiff/?tab=about.

- i. Midnight Madness: If the Applicant wishes for the Film to be considered for inclusion in the Midnight Madness programme, the applicant should indicate this in the cover letter of the Withoutabox application.*
- ii. Primetime & Wavelengths: TIFF does not accept unsolicited submissions to the Primetime and Wavelengths programmes. If the Applicant wishes for their Television Series or Film to be considered for inclusion in either the Primetime or Wavelengths programme, respectively, please email submissions@tiff.net, who will direct your inquiry to the relevant Festival programmer.*

(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, 2018; or
- b. the Film was previously submitted to TIFF for Festival consideration; or
- c. the Film had theatrical releases, been for sale on DVD/VOD, aired on television or been publicly posted online in North America;
- d. TIFF reserves the right to rule, in its sole discretion, on cases and situations not foreseen by these Terms.

(8) All Feature and Short Films must be submitted as online screeners via Withoutabox (as described below). All selected Films must be available to screen in DCP (Digital Cinema Package) format by August 16, 2019. TIFF may, but is not required to, permit films within the Wavelengths and Cinematheque programmes to be screened in the following alternative formats: (i) 35mm 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 an **online screener via Withoutabox** (for Feature Films and Short Films) 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.
- (3) Applicants should test their online screeners thoroughly before submitting them, and ensure their online screener remains active on Withoutabox until September 15, 2019. The Applicant has sole responsibility for ensuring that the submitted online screener plays in its entirety. The screener must contain English subtitles if the original language is not English. **If TIFF is unable to view the online screener, TIFF may attempt, but is under no obligation, to contact the Applicant in order to obtain a replacement online screener.**
- (4) 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.
- (5) Screeners will not be returned.
- (6) TIFF is under no obligation to contact the submitting party and/or refund the submission fee should the Applicant not have adhered to the rules, set out in Articles I and IV herein.

V. SUBMISSION DEADLINES AND FEES

- (1) In order to be eligible for consideration, submission screeners must be submitted online via Withoutabox, with Withoutabox registration completed and all fees paid, by the deadlines outlined below.
- (2) Submission fees and deadlines for 2019 are as follows:

Category	Early Bird Submission Deadline & Fee	Standard Submission Deadline & Fee	Late Submission Deadline & Fee
Canadian Features Longs Métrages Canadien	April 26, 2019 \$70.00	May 31, 2019 \$135.00	June 14, 2019 \$160.00
Canadian Documentary Features Longs Métrages Documentaire Canadien	April 26, 2019 \$70.00	May 31, 2019 \$135.00	June 14, 2019 \$160.00

Canadian Shorts Courts Métrages Canadien	April 26, 2019 \$35.00	May 31, 2019 \$65.00	June 14, 2019 \$105.00
International Features	April 26, 2019 \$100.00	May 31, 2019 \$135.00	June 14, 2019 \$160.00
International Documentary Features	April 26, 2019 \$100.00	May 31, 2019 \$135.00	June 14, 2019 \$160.00
International Shorts	April 26, 2019 \$65.00	May 31, 2019 \$95.00	June 14, 2019 \$105.00

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 23, 2019, 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 23, 2019. 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.