VAiFF Rules and Terms

THE FILM FESTIVAL COMPETITION WITH NO 2 YEAR PROJECT LIMITATION DEADLINE IS BACK!

After a successful completion of our 1st year, we're starting season 2! This unique festival was created to provide artists the opportunity to showcase their creativity and engage in healthy competition with their talented peers. VAiFF is perfect for filmmakers looking for that ‘big break’; ones looking to take ‘one more shot’.

Highlights:

VAiFF screens all submissions. Once the semi finalists have been selected, members of your social media community will vote and decide who moves on to win the nomination in each category.

VAiFF invites all submissions, irrespective of their completion date. We strongly believe that a filmmaker’s passion should not be limited by an expiration date.

The competition categories are:

Short Film (Drama)
Music Videos
Short Film (Comedy)
TV / Web Series Pilots
Documentary (Short)
Animation (Short)
Foreign Film (Short)
Horror / Thriller (Short)
Children / Family Content (Short)

\*All entries are restricted to 45 minutes and under\*

Films will be accepted from all categories listed above. The top selections in each category will be hosted on www.VariousArtistsTv.com and YOU along with members of your global social media community have control for gathering viewers and votes for your project.

The film with the most/positive social media votes in each category will win the FALL quarter nominations.

This process continues with the Winter 2017, Spring 2018 and Summer 2018 nominations competition.

In October of 2018, we will have the Various Artists independent Film Festival Competition, which will be held in Chicago IL. All of the years' previously winning / nominated films from each category will be screened at this prestigious event.

Filmmakers, industry leaders, and film lovers will enjoy films, networking, Q&A sessions, seminars and fun filled after parties to make this an event people will not want to miss.

Producers securing quarterly nominations will receive cash prizes, and at the annual event, the top 9 winning films will be presented with a VAiFF PERSONALIZED AWARD (not a certificate), cash prizes, and other perks.

The judges for the festival are working industry professionals:

Bob Gale (Academy Award nominee) Writer / Producer ‘Back to the Future Trilogy’

Chris Walas (Academy Award Winner Make Up FX 'The Fly' 1986

... with more to be announced soon.

VAiFF is a yearlong celebration of independent filmmaking, not just to be celebrated by independent producers, but lovers of film as well. We are all Various Artists and we will stand together as one voice, sharing our passion, one screening at a time.

**Awards & Prizes**

Cash prizes for Finale Winners at the Annual Festival!

Customized awards / trophies given to the Finale Winners at the Annual Event!

Filmmakers competing in the Annual Festival will have their films reviewed and judged by working television and film, producers, writers and directors.

Free to you! Publicity / Advertising of your film through newspapers, film blogs, radio announcements, social media, and substantial online presence

VIP gift bags

**Rules & Terms**

Entrants must agree to all Entry Terms and Conditions, which also include deadline and entry material requirements. Please read all Entry Terms and Conditions in their entirety as submission fees are non-refundable.

1). ALL entries, videos, narratives or documentaries, must be completed and considered a ‘final release’ before submission into the competition.

2). ALL entries are allowed to have screened publically and distributed to other film festivals worldwide, no later than January 2017. There is no ‘completed by’ date as ALL films are eligible for this festival, whether they’ve been selected for ‘Official Selection’ or denied inclusion in previous festivals. No premiere status required.

3). Please follow the details below in order to submit your Film:

You can email programming@variousartists.tv with any programming questions

You must provide a link with a download option. Our programmers are in different parts of the world and need download access to your film since internet speeds vary and are not reliable for streaming. It is the sole responsibility of the Film’s applicant to provide ALL information asked during the registration process.

All of the included fields must be completed, your submission will not be considered complete until they are. If there are any setbacks in your application, VAiFF will notify you by email.

4) The festival categories are:

Short Film (Drama) Music Videos
Short Film (Comedy) TV / Web Series Pilots
Documentary (Short) Animation (Short)
Foreign Film (Short) Horror / Thriller (Short)
Children / Family Content (Short)

5) Each submission must be 45 minutes and under. Music Videos must be 8min and under. Each submission is carefully considered solely on its own merit by the festival programming committee.

6) Applicants submitting Films that contain significant non-English spoken dialogue must provide on-screen English subtitles.

7) Each quarter will accept the first 100 entries per category. Entries submitted after this limit has been reached will automatically roll over for consideration into the next quarter festival.

8) Once the nominations for that quarter’s categories are announced, Applicant’s will be notified of when the voting process opens and they can begin campaigning for their project. They will also be notified of when the voting process ends. Winners of the quarter categories will be notified via contact information they provided at entry.

9) Once the Film has been selected as a Nominee, the Film shall not be publically screened, posted or released in any means until 24 hours AFTER the annual festival has concluded. Non-compliance to this will be grounds for immediate disqualification.

10) VAiFF will not be liable in any manner for the failure of notification. If you have not received notification three days from the close of Submissions, we encourage you to please contact our programming department at programming@variousartists.tv

11) Submitter is responsible for submitting the film in the appropriate category. If VAiFF finds that the film does not belong in that category, the film will be disqualified from competition. VAiFF is not responsible for categorizing the submissions and will not refund submission fees if this occurs.

12) It is the sole responsibility of the Applicant to secure clearance from the copyright holders of any copyrighted materials included within the submitted Film. VAiFF or VAiFF sponsors will not be held responsible for the unauthorized inclusion of any copyrighted materials within or relating to the submitted Film.

13) In the event that the Applicant remits an updated version of the Film to VAiFF after having submitted a previous version of the Film to VAiFF during the same Quarterly competition, VAiFF is under no obligation to view any or all of the updated version.

14) VAiFF does NOT provide comments or feedback regarding the submitted Film to the Applicant or any other representative of the submitted Film.

15) Upon selection, withdrawal of the Film is not permissible.

16) VAiFF reserves the right to disqualify any submission if it does not meet the stated requirements.

17) VAiFF holds the right to determine the eligibility of any new or previously submitted film. In the event the film is deemed ineligible, VAiFF is under no obligation to refund any or all submission fees previously collected from the Applicant.

18) Applicants are responsible for all insurance and submission costs.

19) It is the Applicant’s responsibility to read and understand the Legal Terms & Conditions below, which are in place to protect both the Festival and the Filmmaker.

LEGAL TERMS & CONDITIONS
I, the authorized representative of the project being submitted (the "Film"), acknowledge and agree as follows in connection with the Film's submittal for consideration for the VAiFF (the “Festival”):
1. I represent that I am 18 years of age or older, or that, if I am younger than the legal age to enter into contracts in my state/country, I have provided the Festival with a written consent from my parent or legal guardian.
2. I hereby represent and warrant to the Festival that: (a) I am duly authorized, on my own behalf and on behalf of all other persons or entities who have any ownership rights or interests (including, without limitation, intellectual property rights) in or relating to the Film (the “Film’s Owners”), to exhibit this Film at the Festival, (b) exhibition of the Film at the Festival will not violate any law or any right or consent of any person or entity; and (c) the Film is not subject to any litigation, arbitration, or other adversarial claim or proceeding, nor is the Film the subject of any threat of litigation, arbitration, or other adverse claim or proceeding.
3. I further represent and warrant, on behalf of myself and the Film’s Owners, that the exhibition of the Film at the Festival will not violate or infringe any copyright, patent, privacy right, publicity right, trademark, service mark or any other personal or property right of any person or entity, and that the Film does not constitute or include a defamation of any person or entity. I have paid and will pay in full all license fees, clearance fees, and other obligations, of any kind, arising from or associated with the exhibition of the Film at or in connection with the Festival.
4. In the event that the Film is accepted by the Festival, I acknowledge, on behalf of myself and the Film’s Owners, that the Festival's exhibition or presentation of the Film does not and will not create any confidential or fiduciary relationship between the Festival on the one hand and myself and/or the Film’s Owners on the other. I further acknowledge, on behalf of myself and the Film’s Owners, that I and we understand that neither I nor any of the Film’s Owners will receive any compensation for such exploitation. I acknowledge that no obligation of any kind is assumed by, or may be implied against, the Festival or Various Artists, LLC in the event of, by virtue of, or as a result of the Festival’s selection of the Film. I and the Film’s Owners understand and acknowledge that the selection of the Film by the Festival does not and will not in any way constitute an express or implied endorsement or approval by the Festival or the Various Artists LLC, of the content of the Film or any opinion expressed therein.
5. I agree, on behalf of myself and each of the Film’s Owners, to indemnify and hold harmless the Festival and the Various Artists, LLC., together with each of their parents, subsidiaries, affiliates, parents, officers, directors, employees, attorneys, creative advisors, agents and representatives (collectively, “Various Artists Related Parties”) from and against any and all claims, losses, liabilities, damages, fees and expenses (including, but not limited to, reasonable attorney's fees and other costs) that may be asserted by any person or entity or may be incurred by the Festival, the Various Artists LLC., or any VAiFF Related Parties at any time in connection with the Film or the Festival’s use thereof, and/or arising from any breach or alleged breach of any representation made by me to the Various Artists LLC including, without limitation, any express or implied representation in these Terms and Conditions.
6. In the event that the Film is accepted by the Festival, I hereby grant, on behalf of myself and each of the Film’s Owners, each of the following rights to the Festival, Various Artists LLC, and their related entities without reservations, conditions or qualifications: (a) the right to use footage, stills and/or titles, and information from or relating to the Film for promotional purposes; and (b) the right to issue and authorize publicity concerning the filmmakers and the Film and to use all associated names, likenesses and biographical information. I also agree to provide contact information for the director and producer(s) of the Film and to grant the Festival the right to provide this information to film industry organizations sponsoring Festival events at its discretion.
7. I further agree, on behalf of myself and each of the Film’s Owners, that any claim, dispute or controversy arising out of, in connection with, or otherwise related to the Film, the Festival, or these Terms and Conditions (including the breach, termination, enforcement, interpretation or validity thereof), as well as the determination of the scope or applicability of this agreement to arbitrate, will be governed by the internal, substantive laws of the State of Illinois and will be submitted to exclusive, binding arbitration before an arbitration forum in Chicago, Illinois. In agreeing to this exclusive arbitration provision, I hereby waive and relinquish, on behalf of myself and each of the Film’s Owners, any right or entitlement that I or the Film’s Owners might otherwise have had to bring or litigate any claim or claims encompassed by this paragraph in federal or state court against Various Artists LLC, the Festival, or any VAiFF Related Party, and any right to a trial by jury with respect to such claim or claims.
8. I hereby acknowledge that I have read and understood the rules and regulations for submitting a film to the Festival and that the information contained shall supersede any information obtained elsewhere, including, but not limited to, information contained in any rules and regulations documents from prior years.
9. It is the sole responsibility of the Applicant to secure authorization and permission from the copyright owner(s) of any and all copyrighted content or materials included within the submitted Film. The Institute expressly disavows any responsibility for, and will not be held responsible for, any unauthorized inclusion of any copyrighted 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 copyright infringement. The Institute 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. In the event that any claim, dispute, action or proceeding shall be brought or asserted by any person or entity that alleges that the Film makes unauthorized or unlawful use of any copyrighted content or material, Applicant shall fully indemnify and defend the Institute, the Festival, and each of their representatives and affiliates from any liability in connection therewith and from any fees and expenses, including but not limited to attorney's’ fees, that any of them may incur in connection therewith.
10. 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 Institute 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 Institute 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. In the event that any claim, dispute, action or proceeding shall be brought or asserted by any person or entity that alleges that the Film makes unauthorized or unlawful use of any trademarked content or material, Applicant shall fully indemnify and defend the Institute, the Festival, and each of their representatives and affiliates from any liability in connection therewith and from any fees and expenses, including but not limited to attorney's’ fees, that any of them may incur in connection therewith.
11. 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 Institute 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 Institute 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. In the event that any Third Party Claim(s) shall be asserted by any person or entity, Applicant shall fully indemnify and defend the Institute, the Festival, and each of their representatives and affiliates from any liability in connection therewith and from any and all fees and expenses, including but not limited to attorney's’ fees, that each of any of them may incur in connection therewith.
By submitting my Film to the Various Artists independent Film Festival, I freely and voluntarily give and express my full and complete acceptance of all of the terms and provisions set forth in these Terms and Conditions. I acknowledge that no oral representations, inducements, promises or assurances, not set forth in these Terms and Conditions, have been made to the Film’s owners or me by the Festival, Various Artists LLC., or any other Related Parties.

20) The Various Artists independent Film Festival (VAiFF) is hereby granted the right to utilize an excerpt from any film submitted and accepted for exhibition for promotional purposes.

21) By submitting, the filmmaker grants VAiFF non-exclusive permission to exhibit the film (if selected).

22) If the Film is nominated to compete in the Annual Festival, Filmmaker will supply needed materials for screening, either DCP, Blu-Ray, or DVD, whichever is required by the venue. It is the responsibility of the filmmaker to ensure that the DCP, Blu-ray or DVD submitted plays in its entirety on an industry-standard DVD or Blu-ray player prior to submitting it to the Festival.

23) VAiFF is not responsible for any packaging or shipping costs in the return of exhibition copies and/or other promotional materials. Although due care will be exercised and staff will contact the entrant in the event a defective disc is received, VAIFF cannot assume any liability for damage to entries. If the entrant has not received notification that their submission was received one month before it’s screening, it is the responsibility of the entrant to contact our programming department.

24) Electronic press kits (which should include film stills, director(s) photos, brief director bio, producer(s) photos, brief producer bio, synopsis and production credits) are encouraged and must be submitted by the applicable deadline. In the event they are not, VAIFF reserves the right to secure substitute materials from other sources. All hard copy photos provided must be clearly identified on the back. Promotional materials will not be returned and may be used for any festival marketing.

25) Filmmaker shall indemnify and hold harmless Various Artists Independent Film Festival from and against any and all claims, liabilities, losses, damages, and expenses (including but not limited to attorney's fees, and costs of the court) which may be incurred by reason of any claim involving copyright, trademark, credits, publicity, screening, and loss of or damage to the submission materials entered. Selected films and their respective filmmakers agree to participate in the publicity for the festival as well as other promotional opportunities. Festival staff may require a high resolution Quicktime trailer (or 30 second clip) and social media info (i.e., Twitter, Facebook, etc). This media will be used to promote the individual films at the festival.

26) If filmmaker's work is not selected for competition, filmmaker has the opportunity to showcase their Film on VariousArtistsTv.com, dependant upon the programming of the platform at the time.

27) Cash prizes will be awarded to those participants / filmmakers that win their respective category genres. The cash prize will be awarded via PayPal processing. Participants must have an active PayPal account and abide by governing rules and regulations as it pertains to the payment and processing of this prize.

28) All of the above submission eligibility guidelines and general rules are subject to change by the Various Artists Independent Film Festival without notice.