

## Brought to you by



in association with



"SHORT TAKES" Season 4 is a short film contest organised by Pocket Films in association with Indian Film Festival, Stuttgart, Germany.

Through this contest we seek to promote and encourage an awareness, appreciation and understanding of the art of Indian cinema, with a special focus on short films, and to inspire cultural exchanges through these films between India & Germany.

### Terms & Conditions:

No	<u>Titles</u>	Details
1	What are we	•Short Films (No documentaries)
	looking for?	<ul> <li>Produce in India or by an Indian or having a reference to India</li> </ul>
2	Duration	Minimum – <b>1 minute</b>
		Maximum – <b>15 minutes</b> (including credits)
3	Deadlines	Contest Opens – 10 <sup>th</sup> March 2014
		Last Date of Submissions – 20 <sup>th</sup> April 2014
4	Prizes	<ul> <li>The Winning Film will receive a Cash Prize of Rs. 50,000*</li> </ul>
		• The Top 3 films will get a Walk-In entry to compete for the prestigious
		"German Star of India Best Short Film Award" carrying a prize of € 1,000*
		(paid directly to the winner by the festival IFF, Stuttgart).
		• The Top 3 films will be screened at the Indian Film Festival, Stuttgart in July
		2014.
		• The <b>Top 3 Films</b> will also be screened at a special event in Mumbai sometime
		in August 2014*.
		<ul> <li>The <u>Top 3 Films</u> will also get a Certificate and a trophy.</li> </ul>
5	Submission Fee	• Regular Fees – Rs. 2,000 (US\$ 40)
		• Special Fees – Rs. 1,000 (US\$ 20) – Special (Discounted) Fees are applicable to
		those participants who opt to Distribute their films through Pocket Films.
		Read the distribution terms below.
		•Entries will <u>NOT</u> be considered if the respective non-refundable submission
		fees are not paid



6	Payment of	<ul> <li>Direct Transfer to our Bank Account (Details given below)</li> </ul>
	Submission Fees	<ul> <li>Via Paypal.com (PayPal ID – <u>Saameer@pocketfilms.in</u></li> </ul>
		•Demand Draft payable in Mumbai, India favouring "Onetakemedia.com Private
		Limited)
7	Submissions	•Submissions on <u>www.pocketfilms.in</u>
	Accepted	•Offline entries can be sent by mailing it (at their own cost) to Pocket Films,
		Gala No. 2, Plot No. 2, Udyog Nagar, S. V. Road, Goregaon West, Mumbai
		400062. The Participant shall be responsible for ensuring the submission,
		online or otherwise, before the submission deadline.

### **BANK DETAILS FOR SUBMISSION OF FEES:**

- 1. Submission fees may be directly transferred to our bank account as follows:
  - a. Account Name: Onetakemedia.com Private Limited
  - b. Bank Name: ICICI Bank Limited
  - c. Account No.: 041405000662
  - d. Bank Address: Worli Branch, Bhaveshwar, Dr. A. B. Rd, Mumbai 400018
  - e. IFSC Code: ICIC0000414

#### TERMS RELATING TO THE CONTENT:

- 1. This is a short film competition and hence <u>ONLY Short Films</u> should be submitted. <u>NO</u> <u>DOCUMENTARIES.</u>
- The films shall not be more than 15 minutes in duration, including the beginning and end credits. Films exceeding this time limit are liable to be rejected. We recommend keeping the credits at the end of the film.
- 3. The film should have been completed after **1**<sup>st</sup> **January 2013**
- 4. The films may be in their original language but <u>MUST</u> be subtitled in ENGLISH. Films in English language too should have subtitles in English. We recommend subtitles be submitted in .srt format as far as possible and submit to us along with your film. Check this link to learn how to make subtitles easily using Notepad <u>http://www.youtube.com/watch?v=kZ0o7l3HFrA</u> or search for it on our channel on YouTube <u>www.youtube.com/pocketfilms</u>.
- 5. Films submitted previously to this festival will not be considered for this contest.
- 6. The films may be shot in any format. However, the recommended ratios are: 16:9 / 16:9 Full Height Anamorphic in DV / HDV. The recommended video files formats are VOB, MPG, MPEG4 or AVI.
- 7. In making your Film, you must have (1) obtained appropriate releases for every person who appears recognizably in your Film; (2) obtain appropriate releases for those locations that appear recognizably in your film and require releases; (3) obtained appropriate releases from producers, right-holders and/or co-producers You will retain any such releases and provide them to the organisers upon request.
- 8. The Film must not contain any copyrighted work(s) belonging to third parties unless (1) you have a license to use such works in the Film; or (2) the use your Film makes of such works is a fair one under the copyright laws. You will retain any licenses and provide them to organisers upon request.
- 9. The participant grants the Organisers (Pocket Films and Indian Film Festival, Stuttgart) the limited non-exclusive rights to screen (non commercial) their film / entry on their respective websites, at the festival and other associated screenings for the period of one year from the last date of submission, for which they are not entitled to any fee or consideration of any kind whatsoever.
- 10. The Participant also grants the Organisers the right to use your name, image, voice, likeness, statements, background and biographical material in connection with the contest or festival.



## THE RIGHTS RELATING TO THE PARTICIPATING ENTRY AVAILING "SPECIAL SUBMISSION FEES" OR "DISTRIBUTION OFFER" (NOT APPLICABLE TO "REGULAR SUBMISSIONS"):

- 1. The IPR of the film belongs to and will continue to rest with the participant / film maker.
- 2. The Participant has the right to participate with the submitted entry in any other film festival as long as they do not part with the rights granted herein. Prizes, awards, etc. from such participation may be retained entirely by the Participant.
- 3. The film maker / participant / rights holder, hereinafter referred to as the "Participant", hereby represents and warrants that the participant(s) is/are the rightful owner(s) of the content and / or have the absolute right and authority to deal with the same, including participation in this contest and further confirm that the content, in full or part, does not violate the copyright of any third party. The Participant further indemnifies the organisers Onetakemedia.com Private Limited / Pocket Films (www.pocketfilms.in) and holds it harmless if it incurs any loss, cost, or expense (including attorneys' fees), due to any claim by self or any other parties relating to the content and / or their exploitation of the same.
- 4. The Participant also indemnifies the Organisers from any claims that may arise as a result of the breach of the terms and conditions of this contest by the Participant.
- 5. By entering to this contest the participant hereby grants Pocket Films a worldwide, irrevocable, perpetual and royalty free license to use, distribute and monetise the Entry/film. These rights are granted exclusively to Pocket Films for worldwide distribution and monetisation on internet portals including but not restricted to YouTube.com, Yahoo.com and DailyMotion.com, mobile operators & devices (including its associated / affiliated platforms), including Pocket Films' own mobile application and internet website / portal.
- 6. The Participant also grants Pocket Films non-exclusive rights to distribute and monetise the Entry / Film across all the platforms and mediums known today or may be introduced in the future.
- 7. All rights are granted for worldwide territory.
- 8. To the extent permitted by law, each participant waives and releases Pocket Films from any and all claims that each participant may now or hereafter have in relation to moral rights or unfair competition with respect to Organizers exploitation of Entries without further notification to Participants of any kind. In the event that the waiver of moral rights as stipulated above is unenforceable or invalid, Participants hereby acknowledge and agree that Organizers are authorized to exercise all moral rights to the Entries, including but not limited to a right to publish, alter and adapt such Entries, and, where applicable, also to join such Entries with other works and include such Entries into a collective work or database.
- 9. By participating with your Entry to the contest, you irrevocably allow organizers and grant Pocket Films a worldwide perpetual, royalty free licence (where relevant, by way of present licence of present and future copyright) to:
  - a. Copy, reproduce, adapt, translate, alter, rearrange, edit, cut, dub or subtitle in any language, and add to or delete from your Entry (including without limitation the right to extract audio only or picture only content from the Entry), in any way whatsoever, for the purpose of making and producing, advertising, promoting, publicising, broadcasting, exhibiting, distributing, exploiting and communicating to the public and to include the Entry (or any such altered or edited version of the film) whether as a single sequence or a series of sequences and preceded or followed by and interlaced with such other content (including without limitation any commercial breaks) as Pocket Films determines in its sole discretion;
  - b. Advertise, promote, publicise, broadcast, exhibit, distribute, monetise and exploit the Entry (and any clips from the Entry) or any such altered or edited version of the Entry,



throughout the world in perpetuity in all media and platforms and by any and all means now known or devised in future; and

- c. Communicate your Entry, or any part thereof, to the public via the Pocket Films Channel, including without limitation for promoting and redistributing part or all of the Pocket Films Channel in any media formats and through any media channels
- d. The right to enter into agreements with any third party with regard to the exploitation, distribution and/or monetisation of the said rights of the Entry
- e. The Participant shall not claim any rights or compensation for the film except those mentioned in the "revenue share" section here-under.

## THE REVENUE SHARE FOR PARTICIPATING ENTRIES AVAILING "SPECIAL SUBMISSION FEES" OR "DISTRIBUTION OFFER" (NOT APPLICABLE TO "REGULAR SUBMISSIONS"):

- 1. The participant shall be entitled to a <u>37.50% share of the Gross Revenues</u> earned and received by Pocket Films through distribution of the participant's film.
- 2. Gross revenues shall mean the actual amounts received by Pocket Films only for the respective content and after deduction of all applicable taxes, cesses, levies, payment collections costs including credit card related collection costs from the said content.
- 3. In the event the film is licensed as a part of a package then "Gross revenues" shall mean the amount received by Pocket Films for the content (films) only and after deducting the expenses as mentioned hereinabove from the total receipt and the share proportionate to the weight-age the particular content the package. The weight-age of the content in the package lot shall be decided by Pocket Films at its discretion.
- 4. The reporting periods shall be April September and October March every year. All payments shall be made within 75 days after the end of the respective reporting period, unless the total revenues due to the participant(s) are less than Indian Rs. 25,000, in which case payments shall be carried forward to the next reporting period. All payments shall be subject to taxes, including TDS, as applicable. All payments shall be made in Indian Rupees and charges / fees including conversion / currency charges shall be borne by the Participant.

## THE GENERAL TERMS OF PARTICIPATION:

- For Physical / offline submission the DVD along with the duly filled and signed entry form, are to be sent to *Pocket Films, Gala No. 2, Plot No. 2, Udyog Nagar, S. V. Road, Goregaon West, Mumbai* 400062. The DVDs may either be delivered in person or sent by courier / mail.
- 2. The entry form should be signed by the Participant who may be either the director or the rights holder of the film or the person authorised to participate in the contest and accept the terms and conditions.
- 3. The Participant should be atleast 18 years of age as on 7<sup>th</sup> March 2014.
- **4.** Only the person who signs and sends in the entry will be considered as the "Participant". All communications from our end as well as the benefits, if any, will be only with/to the Participant.
- **5.** Transfer, assignment or substitution of the prizes / benefits to a person other than the participant, will not be permitted. However, in exceptional cases the organisers reserve the right to entertain such request at their discretion.
- 6. The decision of the jury shall be final, unquestionable and binding on all participants.
- 7. The cash prizes are in Indian Rupees and subject to taxes as applicable. Any & all charges and fees for issuing payment in any other currency will be borne by the Participant and may be deducted for the amount payable.
- 8. Once submitted the entries cannot be withdrawn for any reason whatsoever.



- 9. Pocket Films may reject any film without assigning any reason whatsoever and the same cannot be challenged.
- 10. All materials, documents, etc. submitted for participation shall not be returned under any circumstances and shall become the property of Pocket Films.
- 11. The scheduling, timetable and screening of the winners' films shall be at the discretion of the festival
- 12. Some of the terms are used interchangeably in the agreement but have the same meaning eg. "The Participant" is the same as "You", "all" means "any" and vice versa, "Organisers" mean Pocket Films and / or Indian Film Festival, Stuttgart.
- 13. Entry and participation of films implies unconditional acceptance of these terms and regulations.
- 14. Pocket Films' decision in all matters pertaining to this contest and distribution terms herein shall be final and binding in all respects.

# VISIT <u>WWW.POCKETFILMS.IN</u> TO SUBMIT YOUR ENTRIES.

Special thanks to our Hospitality Partner





