

# blue2blue drone film festival 2018

## ENTRY GUIDELINES

Welcome to blue2blue, Australia's First Drone Film Festival.

### NOW IN OUR THIRD YEAR

blue2blue is an international film competition encouraging, promoting and celebrating the use of drones in film making. Combining this exciting technology with your creativity and compelling story telling we're stoked to be able to provide this platform for you to showcase your talents to the world.

### WRITE SHOOT EDIT SUBMIT 2 easy

blue2blue 2018 will wrap with a premier screening night of the selected finalists and awards for the winners of each category. We hope to further showcase your work by utilising a variety of distribution outlets following the awards night.

With some fantastic sponsors and judges already on-board the premier screening and awards night at the historic Avoca Beach Picture Theatre is already shaping up to be a wonderful opportunity for the nominated finalists.

### CATEGORIES:

**blue2blue Short Film:** Original fiction film of any genre. 8 minutes total including title and credits.

**blue2blue Sports Film:** Original non-fiction short film featuring one (1) or more sports. 8 minutes total including title and credits.

**blue2blue Documentary:** Non-fiction film intended to document an aspect of reality, instruction or history. 8 minutes total including title and credits.

**blue2blue Landscape, Design and Travel:** Original film showcasing natural or man-made wonders of the world. 8 minutes total including title and credits.

**Still Photograph:** A single image shot using a drone (UAV)

### ALL FILMMAKERS MUST ADHERE TO THE FOLLOWING GUIDELINES:

- Your film must contain 25% of footage shot using a Drone (UAV)
- You must identify the time where the drone footage is used and what type of drone (UAV)
- Your film must be no longer than 8 minutes (including titles and credits)
- Your film must be in 16:9 ratio and PAL format
- You must pay the entry fee of US\$25.00 for all categories and submit and upload via FILMFREEWAY

<https://filmfreeway.com/festival/blue2bluedroneandactioncamerofilmfestival.com>

in the correct format and received NO LATER than 6pm AEDT (Australian Eastern Daylight Time) on 25 February 2018

## SUBMITTING YOUR ENTRY:

**ALL ENTRIES MUST BE SUBMITTED ONLINE USING OUR EXCLUSIVE SUBMISSIONS PARTNER FILM FREEWAY:**

<https://filmfreeway.com/festival/blue2bluedroneandactioncamerafilmfestival.com>

**Please note that ALL entries for blue2blue Drone Film Festival 2018 must be online via FilmFreeway**

<https://filmfreeway.com/festival/blue2bluedroneandactioncamerafilmfestival.com>

**AND in H.264 MPEG-4 (MP4) format.**

**File maximum specifications;**

Duration: 0:08:00. SHOOT THE BAND

Data Size:200 MB

Bit Rate: 3 Mbps

Video Tracks: H.264 MPEG-4 (MP4), 1920 × 1080, 25 fps, 3 Mbps

Audio Tracks: MPEG-4 Audio stereo, 48 kHz, 255 kbps

## ENTRY MATERIALS & CHECKLIST

### **Complete our Online Entry Form**

Please ensure you have completed the online entry

<https://filmfreeway.com/festival/blue2bluedroneandactioncamerafilmfestival.com>

BEFORE uploading your film. Information on how to submit your entry online is listed on the FilmFreeway website.

**US\$25.00. Non-Refundable Entry Fee** Payment must be made via PayPal at the end of the online entry process.

### **Upload your film to us via FilmFreeway**

Upload your film to FilmFreeway

<https://filmfreeway.com/festival/blue2bluedroneandactioncamerafilmfestival.com>

(at 16:9 widescreen ratio). Please upload your film in the highest quality possible.

PLEASE NOTE: This is not the file we will use if you are nominated as a finalist.

### **Your film file must be the below specifications:**

- Video Format: H.264 MPEG-4 (MP4) format
- Aspect Ratio: Native aspect ratio without letterboxing (example: 16:9)
- Resolution: 1920x1080 (16:9)
- Duration: 0:08:00. SHOOT THE BAND 0:04:00
- Data Size:200 MB
- Bit Rate: 3 Mbps
- Video Tracks: H.264 MPEG-4 (MP4), 1920 × 1080, 25 fps, 3 Mbps
- Audio Tracks: MPEG-4 Audio stereo, 48 kHz, 255 kbps

**Films must be uploaded to us by SUNDAY 25 FEBRUARY 2018 AT 6PM  
(Australian Eastern Daylight Time).**

## **ENTRY DISQUALIFICATION:**

Your entry will NOT be accepted if:

- Any of the above items are not included (including entry fee).
- Your film is over the 8 minute time limit (including titles and credits).
- Your entry arrives any time after 6pm on the final day for submissions, being Sunday 25 February 2018
- You have not completed or only partially completed the online entry form (including paying your US\$25.00.
- You have not agreed to the Terms and Conditions.

## **FINALIST FILMMAKERS: ADDITIONAL MATERIALS**

If your film is nominated as a finalist for the awards night you will be required to, but not limited to, supply the following:

### **Digital File of your Film**

A DCPOMATIC file of your film. There is free software online and check out youtube for tutorials. One good site is [nofilmschool.com](http://nofilmschool.com)

### **Press Kit**

You will be asked to put together a press kit, including a full synopsis of your film, bios for key cast and crew members.

### **Four Electronic Colour Production Stills**

These should be a minimum of two different images of direct action from the film rather than behind-the-scenes photos. There must be one landscape file (jpg 300dpi and one portrait file (jpg 300dpi).

### **A Completed Music Cue Sheet**

This should detail each piece of music used in your film (title of composition, copyright owner, duration used) The information you will need to have on hand is a clear knowledge of who owns the copyright in each piece of music used, proof you have the permission to use each piece of music, and the duration of each piece of music used.

### **Post Production Script**

A full post-production script of your film, including dialogue

### **Signed Release Forms**

Signed Release Forms for all works in which copyright exists. This includes literary (e.g. if your film is based on a novel, your script etc), dramatic (e.g. performers etc), artistic (e.g. paintings etc) or musical works, or films, sound recordings, broadcasts and published editions. For a typical short film, all contributors must sign a Release Form.

### **Written Permission for All Music in Your Film**

If you choose to use published (i.e. existing music, for example by a famous band), you will need permission in the form of a licence agreement to do so. blue2blue strongly recommends you use original or “copyright free” music in your film to avoid paying licence fees which can be quite pricey for popular pieces of music. To obtain the necessary clearances to use existing music, you will need to contact the copyright owner/s of your chosen track and request a licence agreement to use their music and/or sound reading in “all media” in “all territories” and “in perpetuity”.

### **Credits List**

You will be asked to send through a word document version of all cast and crew, as listed in the final film credits.

The blue2blue Drone Film Festival finalists will be notified by early March 2018. Finalists will be required to participate in a photo call and media interviews on the awards night.

**REMEMBER** to read and agree to the full terms and conditions available at:  
[www.droneactioncamerapilmfestival.com](http://www.droneactioncamerapilmfestival.com)

## **blue2blue Drone Film Festival 2018 TERMS AND CONDITIONS OF ENTRY**

### **1. Entry**

To enter your film (“Film”) into blue2blue Drone Film Festival 2018 which is run by blue2blue Drone and Action Camera Film Festival ABN (52571924529) you (Producer) must:

- Complete the Entry Form (Through FilmFreeway); and
- Pay US\$25.00 entry fee.
- Upload the film correctly (Through FilmFreeway) by 6pm (Australian Eastern Daylight Time) Sunday, 25 February 2018 (blue2blue accepts no responsibility for any Entry Form or Film that is late or damaged)

By completing the Entry Form and delivering the Film online via FilmFreeway, the Producer has applied to enter the Film in the Festival, related competitions and activities and accepts that the conditions contained in the Entry Form and these terms and conditions of entry (together, the Terms and Conditions) create a legally-binding agreement between blue2blue and the Producer.

### **2. Judging of the films**

- a) Three (3) finalists will be selected from each category for viewing and judging at the Premier Screening and Awards night on Friday 31 March 2017 or such other date as blue2blue may nominate.

- b) blue2blue has a selection of judges which is made up of industry professionals, including actors, directors, writers and film makers. The Judges watch the finalist films and score them. blue2blue tallies those results and comes up with an average score for each film. The highest score wins. blue2blue instructs the Judges to evaluate the films based on execution, strength of idea, creativity, expression of the filmmaker's talent and the creative and compliant use of a drone.

Any prizes awarded are not transferable, exchangeable or redeemable for cash.

### 3. Important Dates

Each film must comply with the following dates to be eligible for entry in the Festival:

<b>25 February 2018</b>	<b>blue2blue must receive the Film by 6pm (Australian Eastern Daylight Time) on 25 February 2018.</b>
28 February 2018	If the Film is nominated as a finalist blue2blue will advise the Producer on or after 28 February 2018
28 February 2018	If the Film is not nominated as a finalist blue2blue will notify the Producer of the Film's non-selection on or after 28 Feb 2018
11 March 2018	If the Film is nominated as a finalist blue2blue requires the Producer to provide the 'Additional Materials', as set out in Entry Guidelines, on or before 11 March 2018.
<b>30 March 2018</b>	<b>blue2blue Drone Film Festival Premier Screening and Awards Night</b> blue2blue may dispose of any 'Additional Materials' at its discretion

### 4. Producer's Representations and Warranties

The Producer hereby represents and warrants to blue2blue that:

- (a) the Producer has the sole and full right and authority to accept the Terms and Conditions and enter into this Agreement and grant the rights granted in the Agreement;
- (b) the Film was made by the Producer and they give their full permission for it to be screened at the blue2blue Drone Film Festival;
- (c) the Film complies with the Terms and Conditions;
- (d) the Producer has permission to reproduce and exploit all third party materials (and/or the results and proceeds of all third party services) contained in the Film or upon which the Film is based\*;

- (e) all of the performers in the Film have consented in writing to the use of their performances in the Film\*;
- (f) the Producer has obtained from each contributor to the Film (“Contributor”), including with respect to the underlying works in the Film, a written release to use the results and proceeds of the Contributor’s services and/or contributions to the Film including, without limitation the right to edit, alter and/or reproduce the results and proceeds of the Contributor, in any manner or context, by the Producer, and any person authorized by the Producer to do so (including blue2blue, its assignees and licensees), and such consents have been obtained to the full extent permitted under the Copyright Act 1968 (Moral Rights Consents)\*;
- (g) the Producer has obtained from each Contributor:
  - authorization for blue2blue to use the Contributor’s name and likeness in connection with any publicity for the Festival and related competitions; and
  - an undertaking that the Contributor will perform publicity appearances for the Festival and related competitions if reasonably requested by the Producer or blue2blue\*;
- (h) the Producer is entitled to grant to blue2blue permission to make use of each and every right referred to in clauses 5, 6, 7 and 8 (as applicable) and the use or exploitation of the Film as contemplated by the Terms and Conditions will not violate the rights (including copyright) of any third party;
- (i) the Producer will pay all fees and other charges related to entry of the Film in the Festival;
- (j) all details submitted in the Entry Form by the Producer are true and correct, and the Producer indemnifies blue2blue from and against any and all claims and demands made against blue2blue, its assignees or licensees, in relation to the guarantees provided by the Producer in this clause 4;
- (k) all residuals or other payments to Contributors in connection with the Film have been paid, together with the cost of all licenses of all copyright and any film footage, musical works, lyrics, sound recordings or other material in which copyright subsists, owned by any third parties and which are used or adapted in the Film, other than fees that may be payable to local performing rights associations for use of the Film after the Festival Night;
- (l) no part of the Film is, or will be, actionable for defamation or violate any right of privacy or publicity of any person, and the full use of the rights in the Film will not violate any rights, including copyright or moral rights, of any person, firm, or corporation; and
- (m) the Film is not the subject of any litigation nor is it threatened by any claim or litigation.

## 5. General License

In these Terms and Conditions:

“Exclusive License” means the Producer grants to blue2blue an exclusive license throughout the universe, in perpetuity, to distribute, license and otherwise exploit the Film, or any part of the Film, in any and all media, whether now known or hereafter devised, including, without limitation, theatrical; non-theatrical; television (all forms including free, pay, terrestrial, cable, and satellite); pay-per-view,

video-on-demand, subscription-video-on-demand, and nearvideo-on-demand; home video (all forms including videocassettes, DVD, Blu-Ray, and all other types of videograms, or other analogous home video technology, whether now known or hereafter devised); electronic rental, electronic sell-through, download to own, and all other forms of electronic delivery including internet, online, and mobile transmission by any and all means, method, process or device now known or hereafter devised; hotel, airline and ship rights; and all advertising, publicity and promotional rights (including trailers, clips and excerpts).

“Non-Exclusive License” means the Producer grants to blue2blue a non-exclusive license throughout the universe, in perpetuity, to distribute, license and otherwise exploit the Film, or any part of the Film, in any and all media, whether now known or hereafter devised, including, without limitation, theatrical; non-theatrical; television (all forms including free, pay, terrestrial, cable, and satellite); pay-per-view, video-on-demand, subscription-video-on-demand, and near-video-on-demand; home video (all forms including videocassettes, DVD, Blu-Ray, and all other types of videograms, or other analogous home video technology, whether now known or hereafter devised); electronic rental, electronic sell-through, download to own, and all other forms of electronic delivery including internet, online, and mobile transmission by any and all means, method, process or device now known or hereafter devised; hotel, airline and ship rights; and all advertising, publicity and promotional rights (including trailers, clips and excerpts).

For good and valuable consideration, the receipt and satisfaction of which is hereby acknowledged and other good and valuable consideration contained herein, the Producer grants to blue2blue an Exclusive License as of the date the Film is submitted to the Festival and to continue or terminate in accordance with the terms and conditions specified in Paragraphs 6 and 7 below.

#### **6. If the Film is not a Finalist**

If the Film is not a Finalist, the Exclusive Licence granted by the Producer to blue2blue under clause 5 will automatically terminate on 1 April 2020 and the Producer will automatically grant to blue2blue a new Non-Exclusive Licence (and the Producer acknowledges that the terms and conditions are effective to grant such licence). After 1 April 2022, the Producer may write to blue2blue to request the termination of the Non-Exclusive Licence granted to blue2blue under this clause 7.

#### **7. Finalist films**

If the Film is selected as a Finalist, the Exclusive License granted by the Producer to blue2blue under Paragraph 5 will continue in perpetuity.

#### **8. Dubbing/Subtitling/Editing**

The Producer acknowledges that blue2blue, its assignees and licensees, shall have the right to dub and/or subtitle and to cut and/or edit the Film in any fashion that blue2blue deems necessary, including, without limitation, for the purpose of television broadcast or online distribution, packaging the Film with other blue2blue films, to comply with broadcasting statutory censorship practices, standards or regulations or as otherwise may be required by law in any applicable country where the Film may be exhibited.

#### **9. Name and Likeness**

The Producer authorises blue2blue to use the Producer’s name, likeness and biography in connection with any publicity for the Festival and related competitions and activities, and the Producer agrees to make best efforts to undertake publicity appearances for the Festival and related competitions and activities as reasonably requested by blue2blue.

**10. Moral Rights** The Producer:

- a) acknowledges that blue2blue, its assignees and licensees, may do or omit to do anything which may infringe any and all moral rights granted to the Contributors or the Producer including to edit, alter and/or reproduce the work of the Contributors, the Producer and the Film and the Producer consents to these actions by blue2blue, and its assignees and licensees, in any manner or context, in perpetuity throughout the world, and such consent is given to the full extent permitted under the Copyright Act 1968 (Cth); and
- b) without limiting clause 10(a), authorises blue2blue and its assignees and licensees to do any and all acts comprised in the Moral Rights Consents.

**11. Disqualification**

blue2blue may, in its sole discretion, disqualify a Film from the Festival if blue2blue has reason to believe that a Film does not, for any reason, comply with the Terms and Conditions.

**12. Credits**

Without limiting the rights granted by the Producer to blue2blue under these Terms and Conditions, the Producer must ensure that blue2blue is given a screen credit in the form of the blue2blue Logo Roll in any future copies of the Finalist or Short-Listed Film distributed by the Producer, or an assignee, licensee or successor of the Producer after the Festival. For the avoidance of doubt, the Producer must ensure that blue2blue is given a screen credit in any subsequent film or television or other project produced by the Producer, or an assignee, licensee or successor of the Producer, after the Festival, which features one or more of the lead characters of the Film or which is based on the concept or story of the Film (whether or not blue2blue is involved in its production) in the following form (or such other form as blue2blue and the Producer may agree): "Based on the blue2blue short-film entitled \_\_\_\_\_"

**13. Indemnification**

Producer agrees to indemnify blue2blue and hold them harmless from any damages, liabilities, losses, costs, expenses, obligations or claims (including, without limitation, reasonable outside attorneys' fees and costs) arising out of the breach of Producer's agreements, obligations, representations and warranties under this Agreement, including, without limitation, those representations and warranties made in Paragraph 4 hereof.

**14. Additional Documents**

Producer hereby agrees to execute additional documents blue2blue deems necessary or convenient to fully effectuate the grants made to blue2blue hereunder, which shall include without limitation, any documents necessary to register and protect the copyright and/or other intellectual property rights in, or related to, the Film.

**15. Remedies**

In the event of any breach or alleged breach of this Agreement by blue2blue, Producer's sole remedy will be limited to the right, if any, to recover monetary damages in an action at law, and in no event will Producer be entitled to terminate this Agreement or to seek or receive any equitable remedy including without limitation any equitable remedy which would enjoin, restrain or otherwise hinder the Festival or the distribution, exhibition, or any other means of exploitation of the Film, including, without limitation, any advertising, promotion or publicity in connection therewith.

**16. Assignment**



blue2blue shall have the right to assign this Agreement, in whole or in part, to any person, firm or corporation, and this Agreement shall be binding upon and inure to the benefit of blue2blue successors, licensees and assigns. Producer may not assign this Agreement and any purported assignment thereof will be null and void from the making thereof.

## 17. General

The agreement created by the Terms and Conditions is made in New South Wales and is governed by the non-exclusive jurisdiction of the courts of New South Wales. The Producer will do such acts and sign, or cause to be signed, such instruments as blue2blue may reasonably request for the purposes of this agreement. blue2blue may assign or license its interest under this agreement. The Producer must not assign or license its interest under this agreement. A reference to a person includes a body corporate. The singular includes the plural and vice versa. Includes and including are not words of limitation. The words and expressions used in this agreement have the meanings given to them in the Copyright Act 1968 (Cth). A reference to a “film” is a reference to a “cinematograph film”. In the case of any inconsistency between the terms and conditions set out above and any other language contained in the Terms and Conditions (as defined in clause 1), the terms and conditions set out above prevail.

## blue2blue Drone Film Festival 2018

### TERMS AND CONDITIONS – “PLAIN ENGLISH GUIDE”

Most of the application process is pretty self-explanatory – at the end of the day all you need to do is:

- complete the online entry form; and
- pay the entry fee (US\$25.00 and
- upload your film at <https://filmfreeway.com/festival/blue2bluedroneandactioncamerafilmfestival.com> before 6:00pm (Australian Eastern Daylight Time) on Sunday 25 February 2018.

Please ensure you leave yourself enough time to complete the online form, pay the entry fee and upload your film. It's better to be on the safe side than run the risk of missing the deadline.

**ANY ENTRY RECEIVED AFTER 6PM ON SUNDAY 25 FEBRUARY 2018 WILL BE DISQUALIFIED.**

#### Specific points in the Terms and Conditions:

It is imperative that you, the Producer, must have made your film specifically for blue2blue drone and action camera film festival 2016 and it MUST NOT HAVE BEEN MADE AVAILABLE TO OR BEEN VIEWED BY ANY MEMBERS OF THE PUBLIC (this includes online viewing), before the Premier Screening and Awards night, Friday 31 March 2017, or after the Festival night. You also must not have given or give permission for anyone else to use your film in any way before the Premier Screening and Awards night, and until blue2blue notifies you in writing that it has not chosen your film for the Premier Screening and Awards night Festival or for Broadcast (see points 4 (a), (c) and (d) of the Terms and Conditions).

Points 4 (e) – (j) of the Terms and Conditions requires you to obtain written permission from each of the contributors who worked on your film or who contributed to works included in your film even if existing before your film (e.g. music) to do what you like with their contribution or performance.

The reason you need this permission is so you (and blue2blue) can edit or change their contribution or performance as you see fit AND that you (and blue2blue) can sell or show your film anywhere without restriction and use each contributor's name or picture for publicity connected with your film. If your film is selected as a finalist, we need to know that all of the contributions which make up your film can be included in our Festival program. You should always try and have cast and crew (and other contributors) sign release forms prior to the start of production – it is easier since most contributors will be in the one place and you don't have delays tracking them down later on.

1. We also have a few requests to make of you, to ensure the continued success and growth of blue2blue as well as the continued success of our filmmakers following the Festival. It is important to us that your film is seen as widely as possible following the Premier Screening and Awards night. blue2blue acts as a sales agent to represent your film in Australia and in the overseas markets if it is a Finalist. This will give blue2blue an opportunity to enter into arrangements to give your film maximum exposure and will hopefully create some financial return for you. blue2blue splits any cash received with filmmakers just like a commercial distributor, and if your film is a Finalist, we will give you notification of these financial arrangements in writing.

2. Point 5 of the Terms and Conditions gives blue2blue exclusive rights to your film (i.e. an "Exclusive Licence").

What does an exclusive licence to blue2blue means for your film? It basically means that neither you nor any other distributor, acting on your behalf, will be able to either use or sell your film and that blue2blue solely represents your film in Australia and around the world. This allows blue2blue to, for example, grant rights in (license) your film to other film festivals in a package of finalists, in a compilation of films to screen at another film festival, or individually for exhibition on the Internet, cable, satellite, television etc without anyone else also granting the same rights in your film (Exclusive Licence). These are examples only.

This Exclusive Licence will be in perpetuity or change to a non-exclusive licence or terminate as set out below.

What does a non-exclusive licence to blue2blue means for your film? It means that blue2blue can use and grant rights in your film as above however, you or any distributor may also do the same (Non-Exclusive Licence).

*If the Film is not a Finalist:*

The Exclusive Licence will terminate on 1 April 2018 and all rights will revert to you. blue2blue will no longer have any rights (including copyright) of your film, and it is yours to do with what you will!

*If the Film is a Finalist:* The Exclusive Licence will continue in perpetuity.

5. Point 9(a) of the Terms and Conditions (about the possibility of editing or altering your film) sounds dodgy we know but this clause is there because there are practical considerations that have to be made when broadcasting a short film on, for example, commercial television or downloading a short film to a mobile telephone. blue2blue is mindful of the way your film is represented and we will do our best to ensure the integrity and continuity of your film is preserved. However, exploitation of your film in various media may mean your film could be 'edited' or 'altered', for example, by removing the film's credits and running them at the end of a television broadcast instead of at the end of your film. This is one practical compromise that may have to be made to get your film out there! We're sure you understand.

It is our intention to do everything possible to GET YOUR FILM OUT THERE and for it to reap the rewards that you deserve and will contribute towards you being able to continually create.

WRITE SHOOT EDIT SUBMIT  
2 EASY