

# 2022 CALL FOR PROJECTS TERMS AND CONDITIONS

# **TERMS & CONDITIONS**

By applying to submit a project to Sunny Side of the Doc, you agree to accept and be bound by the following terms and conditions, and acknowledge that failure to comply with them may result in disqualification.

All national and local laws and regulations shall apply. Any enquiries relating to our call for projects should be emailed to: <a href="mailto:asma@sunnysideofthedoc.com">asma@sunnysideofthedoc.com</a>

#### DATES

<u>Closing date:</u> Project submissions for Sunny Side of the Doc will be accepted **until Thursday, April 7th, 11pm GMT**, at the regular registration fee rate; or at the reduced rate when applicable.

Shortlisted project holders will be notified by the Organizers beginning of May 2021, and their names will be announced publicly by mid-May 2022.

Selected projects will be required to provide their pre-recorded video pitches by 7 June 2022.

#### APPLICANTS

Each applicant must provide up to date and accurate contact information when they submit their entry to enable Sunny Side of the Doc to contact them for further information or update on the status of the entry before or after the Closing Date.

If there is any dispute as to the identity of an applicant, the Organizers reserve the right, in their sole discretion, to determine the identity of the applicant.

#### **ENTRY REQUIREMENTS**

Sunny Side of the Doc accepts projects from all over the world as long as they are submitted in English. Individuals or teams may apply.

Applicants must be 18 years of age or over and be the rights holder in the work. Projects need to be recognized factual documentary formats intended for broadcast and distribution. Entry is open to feature-length documentary films, one-offs, series, short- formats, new media narratives and multiplatform projects at development or production stages.

There is a registration fee to be paid by the applicant prior to submission. Entry for each project must be submitted via Sunny Side's portal, <u>MySunny Space</u>.

The Organizers accept no responsibility for submissions not received for any reason. The Organizers reserve the right, at any time, to verify the validity of entrants (including an entrant's identity) and reserves the right, in its sole discretion, to disqualify any individual who the Organizers have reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper conduct calculated to interfere with the fair and proper conduct of the promotion.

Successful participants are required to be registered to Sunny Side of the Doc to participate in its activities.

Pitching teams may consist of two people and a financier trigger involved in the project (broadcaster, national or federal funding agency, institute, or Executive Producer, etc) may be present.

Selected participants in the Sunny Side of the Doc's sessions will be required to provide a pre-recorded pitch (with trailer included), totaling no longer than 7 minutes, by 7 June 2022. Selected participants will be required to make themselves available for meetings with decision makers during Sunny Side of the Doc, which may occur outside of regular business hours, including early mornings and evenings.

## INTELLECTUAL PROPERTY RIGHTS

Copyright in each project entry submitted remains with the author/s of the entry. By submitting to Sunny Side of the Doc, the applicant grants the Organizers the right to make their projects available to the Selection Committee.

By submitting to Sunny Side of the Doc, the applicant grants the Organizers the right to publish their pitch and visual footage, as well as submitted project information, in the online platform.

By submitting a project to Sunny Side of the Doc, the applicant grants to the Organizers a non-exclusive, royalty free, perpetual right to use, publish, reproduce and reprint project images and descriptive text on a worldwide basis through all media (including print, digital, radio and social media). Without limiting the above, each entrant acknowledges and agrees that this includes:

- Publication by Sunny Side of the Doc (print and/or digital);
- Press releases announcing shortlisted projects and prize winners.

The Organizers may make an exception for projects seeking media blackouts where necessary. In this instance, the applicant must communicate this in writing to the Organizers within twenty-four hours of being accepted into the pitching sessions.

By submitting a project to Sunny Side of the Doc, each applicant also consents to the Organizers using their name, likeness, image and/or voice in any media for an unlimited period without remuneration for the purpose of promoting the marketplace event.

#### **UNACCEPTABLE ENTRIES**

Project submissions received after the Closing Date and/or which are not in accordance with the entrant and entry requirements respectively will not be accepted. Sunny Side of the Doc will not accept re-submissions of projects previously submitted that remain at the same or similar stage of production.

#### OUTCOME

The Selection Committee's decisions will be final and no correspondence will be entered into in relation to their deliberations or decisions.

Entrants must direct any questions or comments in relation to Sunny Side of the Doc submissions to <a href="mailto:asma@sunnysideofthedoc.com">asma@sunnysideofthedoc.com</a>

Sunny Side of the Doc reserves the right to approve final audiovisual deliverables (pitches, trailers, slides, teasers) and can deny participation in the pitching sessions if these materials do not satisfy requirements including length of AV material.

#### WARRANTIES

By submitting a project to Sunny Side of the Doc, the producers warrant that they own all intellectual property rights in their submission, and that their submission:

- is an original, incomplete and unbroadcast nonfiction screen work;
- does not infringe the copyright or any other intellectual property rights of any other person;
- does not defame or invade the privacy rights of any third party;
- does not infringe any other legal rights, regulations or laws.

By submitting a project to Sunny Side of the Doc, the applicant agrees to be bound by the rules and terms and conditions as set out by the international marketplace event.

Sunny Side of the Doc shall use its best endeavours to treat all submissions confidentially. However, the applicant acknowledges that the applicant's project may potentially receive wide exposure as a result of the submission process.

There is a chance that a number of ideas submitted as part of this call for projects – including the applicant's – may contain subject matter, themes, activity, characters and other material that is similar to other projects submitted to Sunny Side of the DOc. The applicant acknowledges that Sunny Side of the Doc is not liable in the event that the project submitted by the applicant is in any way similar to a project selected by the Selection Committee for the pitching sessions or otherwise now or in the future.

The applicant acknowledges that whilst every endeavour will be taken to match financiers with the applicant's project as part of pitchers' benefits, Sunny Side of the Doc does not guarantee that the project will be successful in attracting partnerships/finance.

Sunny Side of the Doc will follow up with selected works through its Projects Observatory. Applicants will comply with the organizers' requests for updates and information. Each selected project holder agrees to display a clear mention and/or Sunny Side of the Doc/Global Pitch dedicated label on all promotional materials created before, during and after the marketplace event.

The applicant agrees that if the applicant's project is selected for the pitching sessions and participation results in a business outcome, the applicant is obliged to acknowledge the support of Sunny Side of the Doc in the credits of the completed project and in all relevant promotional material.

## LIABILITY

Except for any liability that cannot by law be excluded, Sunny Side of the Doc (including their respective employees and agents) are not responsible for and exclude all liability (including negligence) for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:

- any technical difficulties or equipment malfunction;
- any theft, unauthorised access or third-party interference;

- any submission that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Organizers) due to any reason beyond the control of the Organizers;

- any tax liability incurred by the winner or entrant.

# DATA

Any information provided in relation to Sunny Side of the Doc that constitutes personal information under the Regulation (EU) 2016/679 ("General Data Protection Regulation" or "GDPR") and of the amended French law n °78-17 of 6 January 1978 relating to computing, files and freedoms, will be governed by Sunny Side of the Doc's Privacy Policy located on the website and these Terms and Conditions. All applicants agree to be bound by the Sunny Side of the Doc's Privacy Policy by submitting a project for consideration.

*Registration for SUNNY SIDE OF THE DOC implies full, complete and unreserved acceptance of these regulations.* 

#### **ORGANIZERS CONTACT DETAILS**

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