

## TERMS AND CONDITIONS



FIFTH WALL FEST is an international dance film festival established in the Philippines in 2020. This is its second edition.

FIFTH WALL FEST 2021 will take place on [www.fifthwallfest.com](http://www.fifthwallfest.com) in October 2021. This website domain is registered with/licensed with GoDaddy Operating Company, LLC. Submission of a dance film constitutes acceptance of the Entry Requirements and Guidelines, as well as the Terms and Conditions.

### Participation terms, copyright and conditions

- FIFTH WALL FEST Competition 2021 is open to entries from all over the world. Participants can submit only one video.
- Participants are not allowed to submit entries from the previous edition of the FIFTH WALL FEST Competition 2020.
- Participants are not allowed to submit films that have been part of non-competing categories of FIFTH WALL FEST 2020.
- The works must be short films in the genres of dance film (may be narrative, animation, experimental, documentary, etc.) with a film length of 5 to 60 mins, including all credits. All films must be shot in 16:9 (landscape orientation). This excludes works such as trailers or recordings of performances, one-minute films, commercials.
- Films must have a production date of 2020 or later.
- The works must be original and all rights must be held by the proponent. Applicants warrant that they are the copyright owners of any copyrighted material submitted. Applicants ensure that no third party rights will be infringed by FIFTH WALL FEST's use of any of the submitted entries.
- The applicants warrant that they have secured full copyright and permissions in advance of submission, when applicable. If an action is brought against an applicant for infringement of copyright, FIFTH WALL FEST is held free and harmless of liability having had no participation in such act.
- The festival will not be accountable for any additional presentation costs. Please pay particular attention to ensure that music used has been cleared for copyright and any music presentation tariffs are not required. If an action is brought against an applicant for infringement of copyright, FIFTH WALL FEST is held free and harmless of liability having had no participation in such act.
- By participating in the festival, applicants cede the right to reproduce extracts and images of the submitted works to use, reproduce, amend, adapt, publish, distribute, execute and view the uploaded video (wholly or partially) on [www.fifthwallfest.com](http://www.fifthwallfest.com) and/or other media channels (including but not limited to Facebook, Instagram, Youtube, Google +), web and mobile platform(s) of FIFTH WALL FEST. Participants waive all

claims to remuneration where extracts of work are presented in such contexts. Any request to present extracts of work outside of such contexts by a third party will be communicated to the film rights holder by FIFTH WALL FEST.

- Once submitted, a film cannot be withdrawn for any reason.
- For the screening of the submitted film, FIFTH WALL FEST will not pay any fees.

### **Registration and Selection**

- The entries must be submitted on or before August 29, 2021, together with the completed registration form and requirements. The submitted video must be sent through a private (unlisted) link to the work, along with the password if necessary.
- International entries or submissions with a country of origin outside the Philippines are subject to a fee of USD 10. Nationality of films will be determined by the production's country of origin. The location of the majority of the film's production offices and personnel attributes to this signifier.
- Winning films will be selected by the jury appointed by FIFTH WALL FEST. The submitted works will not be returned to their proponents and will become part of the archive of the festival.
- Non-English films must have English subtitles for a better understanding of the piece.

### **Liability**

- FIFTH WALL FEST shall not be held liable for any injury or damage that may result from participation of the proponent or those involved in the film submitted. You fully accept and assume all responsibility for injury or damage that may result from preparation and participation in the Competition. You release and hold harmless FIFTH WALL FEST, its founder, employees, and other participants with respect to any or all injury or damages arising from the activity to the fullest extent permitted by law.

### **Standard Terms:**

1. FIFTH WALL FEST is a film festival organized and established in the Philippines in 2020.
2. Any dispute arising from FIFTH WALL FEST and these Terms and Conditions shall be brought in the Philippines and shall be governed by Philippine laws.
3. Any and all applicants to FIFTH WALL FEST commit to having read and understood the above stated Terms and Conditions. FIFTH WALL FEST is entitled to disqualify any applicant found to not have complied with the aforestated provisions, without any further liability to such applicant and any affected third party.
4. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any

provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

5. These terms and conditions were last updated on 16 May 2021.