

Terms and Conditions

By submitting a film for consideration to Let's Talk About Water – International Film Prize (LTAW-IFP), the entrant understands that they agree to the following:

I acknowledge and represent that I have read and understand the terms and conditions contained in this submission agreement (the “Agreement”).

I represent and warrant that I am the owner, or the authorized representative for the owner(s), of the film (the “Film”) being submitted pursuant to this Agreement for public exhibition and inclusion in the LTAW-IFP, June 15-19, 2020, CUAHSI Biennial Symposium and HESS5 (the “Festival”) and that I have all the necessary rights and authority to submit the Film and enter into this Agreement.

I represent and warrant that:

- I have obtained all necessary releases, licenses, authorization and permission from the owner(s) of any and all content and rights owned by third parties included in the Film, including without limitation all copyrights, trademarks, rights of privacy and publicity, and contract rights, and nothing in the Film shall infringe upon or violate the rights of any third party. **LTAW-IFP and the University of Saskatchewan (USask) disclaim any responsibility for, and will not be held responsible for, any unauthorized inclusion of any third-party 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.**
- **If Film Creators, Subjects, or Other Third Parties Live Outside of Canada:** For greater certainty, without limiting the generality of the foregoing, I represent and warrant that I have a personal understanding of (or have sought legal advice on) the legal requirements for submitting the Film for inclusion in the Festival in my home jurisdiction, the jurisdiction where the Film was made, and the jurisdiction of any third parties depicted in the Film, and that my submission of the Film is fully compliant with such requirements. I understand it is my sole responsibility for ensuring the Film's inclusion in the Festival complies with all applicable laws, and **I acknowledge and agree that LTAW-IFP and USask shall not be responsible for any breach by me of any domestic or international intellectual property, copyright, or privacy laws. I acknowledge and agree that LTAW-IFP and USask shall be entitled to rely on this provision in the event of a third party claim.**
- I understand that not every Film that is submitted will be selected for inclusion in the Festival, and that my Film may not be shown.
- If chosen, I grant LTAW-IFP and USask non-exclusive screening permission for unlimited showings over the course of the Festival (June 13 – 29, 2020), and for promotional purposes prior to, during, or subsequent to the Festival. I understand and agree that LTAW-IFP and USask reserve the right to copy and use any publicity materials (photographs, film stills, trailers, and film segments) for non-commercial promotional purposes and for archival material, at no additional cost, and that such publicity materials may be used to market the Festival on a go forward basis, even if my Film is not being shown.
- **I agree to indemnify LTAW-IFP and USask, and their respective officers, directors, employees, agents, and assigns, and hold them harmless from and against any and all claims, liability, losses, damages, costs, expenses (including reasonable legal fees) and penalties arising out of, resulting from, based upon or incurred because of any breach or**

misrepresentation by me of any statement, representation or warranty made by me in this Agreement.

- While the utmost care is taken to safely handle every submission, I understand and agree that **LTAW-IFP and USask are not responsible for the loss or damage of film media during the Festival.** This includes media sent to and from the LTAW-IFP and USask offices.
- I acknowledge and agree that all matters, including but not limited to those pertaining to the selection, screening, promotion, and adjudication of the Film, will be decided by the LTAW-IFP and USask Festival organizers, at their sole discretion.
- I understand that submitting content for use in the Festival is purely voluntary and warrant that my Film is being submitted without any expectation or reliance on remuneration in any form.
- I acknowledge that, while a prize or prizes may be awarded to certain entrants, the awarding of such awards shall be at the sole discretion of LTAW-IFP and USask, and/or any jurists selected to make such a decision on their behalf. I warrant that I am not providing my submission under the expectation of receiving any award or prize.
- I acknowledge that the amount of any prize or award shall be decided at the sole discretion of LTAW-IFP and USask, and that said amount may be reduced after the fact in the event any fees or taxes are incurred during the process of paying the prize or award to me.
- I agree that the Festival and my submission of the Film to the Festival shall be subject to, governed by, and interpreted in accordance with the laws of Canada and the Province of Saskatchewan.