

# Terms & Conditions

## ATTAGIRL entry and participant terms

Last Updated 15 July 2021

### 1. Who are we?

1.1 ATTAGIRL is conducted by For Film's Sake Limited (ABN 617 728 168) (we/us/our/FFS). Major finance is provided from Screen Australia.

If you want to go fast, go alone. If you want to go far, go together.

1.2 ATTAGIRL connects female and non-binary filmmakers to the experience, networks and opportunities of the wider film market through a program of supported development focusing on three core content pillars: story, audience and market. ATTAGIRL was initiated to support exceptional works of narrative fiction reach production and distribution more meaningfully than could be expected independently.

### 2. These Terms

2.1 By submitting an Application, each Team member agrees to be bound by these entry and participation terms for ATTAGIRL (Terms).

2.2 If an individual Team member submits an Application on behalf of their Team, they warrant that they have the right to accept these Terms and grant us the rights set out in these Terms, on each Team member's behalf.

2.3 Capitalised terms used throughout these Terms have the meanings set out in the Glossary.

2.4 We reserve the right to update these Terms at any time. The date set out above at Last Updated will reflect the most current version. However, the version of these Terms that are applicable to you and your Application and participation in ATTAGIRL will be the version that you accept when you:

- (a) submitted your Application; or
- (b) resubmit updated Project materials to re-join ATTAGIRL in accordance with clause 12.

### 3. What is ATTAGIRL?

3.1 ATTAGIRL is a feature film development lab in which teams selected in accordance with these Terms participate for the purposes of expanding skills of creative entrepreneurship to design, attract and convert global audiences. Experts from marketplace, corporate and other sectors will support teams to craft lateral, autonomous engagement strategies with their intended market and audience, unlocking new pathways to collaboration, investment and delivery (ATTAGIRL).

3.2 ATTAGIRL is split into two stages (each with up to

two workshops) that Participating Teams may participate in (Workshops). Workshops may be virtual, in-person or a combination of both as determined by us in our sole discretion.

3.3 Stage One and the workshops focuses on team and development, including story and audience. Stage Two and the workshops focuses on production outcomes, including packaging and financing.

3.4 At the end of Stage One, Participating Teams will submit Project materials which will be assessed by ATTAGIRL representatives (mentors and other FFS representatives) and progression to Stage Two is only available by invitation to Participating Teams whose Project materials are assessed as being market-ready. The two stages, and only progressing Participating Teams with market-ready Projects to Stage Two, is designed to give Participating Teams' Projects the best opportunity possible to reach the point in development of being market-ready. Participating Teams who are not invited to progress to Stage Two may do so at a later stage, in accordance with clause 12.

3.5 The above is a summary of the two stages only, please refer to clause 12 for more detail.

### 4. Who can apply to participate in ATTAGIRL?

4.1 Teams may be any age or experience level and the number of participants in a team is uncapped (Teams). Teams are required to have a feature length film project they wish to develop (Project). Additionally, Teams must consist of at least the following.

- (a) Producer.
- (b) 1 director.
- (c) Have 50% cis-female, female-identifying and/or non-binary individuals in above the line roles (writer, director, producer). The percentage is calculated via gender identities of Team members in above the line roles rather than overall headcount of the Team. Where credits are shared (writing, directing and producing) between people of different gender identities, the percentage of gender representation will therefore be affected. This is to ensure meaningful creative and commercial input from cis-female, female-identifying and/or non-binary creatives within selected ATTAGIRL projects.

4.2 Given the notable disparity of cis-female, female-identifying and non-binary directors, where two projects are assessed equally, selection preference will be given to Teams with a cis-female, female-identifying or non-binary director.

4.3 Entry is open only to Teams made up in accordance with the requirements set out at clause 4.1.

4.4 A minimum of 6 of the available Team slots will

be awarded to Teams whose Projects satisfy the Screen Australia Significant Australian Content Test. Further information about this test is available at <https://www.screenaustralia.gov.au/funding-and-support/producer-offset/guidelines/eligibility/significant-australian-content>.

4.5 If any Team member is under the age of 18, we will require consent from a parent/guardian that they enter and further consents if they are part of a Participating Team.

## 5. How do I enter?

5.1 Assessment of eligible Teams will be conducted via an online submission followed by a virtual interview. Eligible Teams must complete an Application in accordance with clause 5.3 and submit their Application via [www.attagirl.com](http://www.attagirl.com) online. Entry is free.

5.2 You may be a Team member on multiple Applications, provided each Application is for a different Project. However, if more than one of your Applications are successful you must select a Team to participate with, as you may not participate in ATTAGIRL as a member of multiple Teams.

5.3 Eligible Teams must submit the following items.

(a) responses to survey questions regarding the Team, Project and individual circumstances from each Team member; and

(b) Project details as requested, including:

- (i) synopsis (one page);
- (ii) treatment (no more than 10 pages);
- (iii) director's vision (one page);
- (iv) director's previous works (links);
- (v) producer's intent (one page);
- (vi) distribution/marketing plan (5 pages);
- (vii) finance plan (one page);
- (viii) total budget;
- (ix) biographies of the Team (no more than 3 pages);
- (x) casting note (one page);
- (xi) production company profile (one page);
- (xii) video pitch (3 mins);
- (xiii) Chain of Title evidence.

5.4 If you can financially support your participation in ATTAGIRL independently (for example, via existing grants or other investments) this should also be included in your Application.

5.5 If notified by us, Teams may be invited to a virtual interview conducted by FFS Board and Attagirl staff.

5.6 An Application must not:

- (a) infringe the intellectual property or other rights of a third party;
- (b) be incomplete or illegible; or
- (c) be unlawful, defamatory, abusive, insulting, threatening, obscene, inflammatory, offensive or otherwise

contain content which, in our sole discretion, is inappropriate or objectionable.

5.7 We reserve the right to verify the validity of an Application and to disqualify a Team for tampering with the entry process or for submitting an Application that does not, in our sole discretion, comply with these Terms.

## 6. What are the key Application dates?

6.1 Application submissions must be received within the timeframes that are set out on the ATTAGIRL website and/or submission portal. Applications received after this deadline may not be eligible for submission or consideration. We are not responsible for any late, lost or misdirected Applications.

6.2 Teams must communicate their acceptance within 48 hours of the notification. A failure to communicate acceptance will forfeit the Team's place in ATTAGIRL.

## 7. What about my intellectual property?

7.1 A Team retains ownership of its Project Material. However, it is the Team's sole responsibility to:

- (a) ensure that the Project Material is original and created by the Team or that the Team can evidence to ATTAGIRL's satisfaction that the Team has validly obtained the rights in a Project and the Project Material (including though providing certified chain of title documents); and
- (b) apportion rights and ownership in Project Material amongst Team members.

7.2 A Team grants us a limited, royalty free sublicensable licence to the Project Material for the purposes of assessing Applications.

7.3 We may receive submissions from other Teams and/or third parties in the general course of our business that may be similar to the Project Material you submit to us, including similar themes, story ideas and/or characters. Nothing in these Terms restricts or prevents us from doing so and we may, in our sole discretion, select and/or develop such similar ideas and concepts without requiring a Team's consent and without any liability to a Team.

7.4 It is each Team's responsibility to ensure that it retains a copy of the Project Material it submits to us during the application process. We are not required to return or store the Project Material submitted and may delete or destroy it in accordance with our record keeping policies.

7.5 As ATTAGIRL is a market focused and facing program, FFS maintains a network of partners and supporters derived from public, private and third

sectors to support greater visibility and opportunity for independent and/or historically marginalised filmmakers. Should an opportunity arise, we may, in our discretion, use a Participating Team's Project Materials and their materials developed during Workshops to introduce the Project to a potential investor without prior advice to the applicable Participating Team. We will use reasonable efforts to keep Participating Teams advised of any discussions regarding their Project.

## 8. What are we looking for when judging?

8.1 Applications will be assessed taking into account assessment criteria including the:

- (a) distinction of a Project;
- (b) innovation of the approach to creation and completion the Project; and
- (c) viability of the Project's trajectory.

8.2 We also reserve the right to take into consideration your ability to support your Application and participating in ATTAGIRL independently (e.g. via existing grants or investments), as indicated on your Application, when we are assessing Applications.

8.3 After Teams submit their Applications, they are anonymised and provided to at least 2 Assessors.

8.4 We may provide Applications to Funding Bodies, and we may take Funding Bodies' opinions into consideration when evaluating an Application including prioritising Applications which the relevant Funding Body is prepared to provide a Grant to.

8.5 We also reserve the right to seek further consultation from external industry specialists.

8.6 Following the steps set out above, the FFS Board will select successful Teams. A public announcement will follow. The number of successful Teams selected is at our discretion.

8.7 Our decisions under these Terms are final, and we will not enter into correspondence regarding a decision.

## 9. Can your Team apply for funding?

### Grants

9.1 FFS retains relationships with multiple state, federal and international screen agencies and/or other funding partners (Funding Bodies) and may assist Teams secure financial investment for their Projects from such Funding Bodies (a Grant). FFS does not make any commitment or guarantee that we will secure a Grant for any particular Team or Project.

9.2 Where Grants are awarded, they will be decided and awarded to Teams and Projects at the discretion of the applicable Funding Bodies.

9.3 By submitting an Application, you consent to us

disclosing your entire Application to the Funding Bodies and/or any other relevant state or federal screen funding agencies whether or not FFS has a relationship with them and/or they are partners or supporters of FFS.

9.4 If you can financially support your participation in ATTAGIRL independently (for example, via existing grants or other investments) this should be included in your Application. We reserve the right to take this into consideration when assessing Applications, including giving weight to Teams that indicate they can.

9.5 We encourage you to discuss your intent to apply to ATTAGIRL directly with your relevant screen agency prior to submission.

9.6 A Grant is not a wage or salary replacement.

9.7 Use of successfully obtained Grants for Participating Teams are dealt with at clause 11. Bursary Fund

9.8 If required, we may (but are not obliged to) make available a limited bursary fund to individuals to help meet costs associated with accessing or attending Workshops where hardship and/or need is demonstrated. Applications for support from the bursary fund are assessed on a needs basis, factoring in individual circumstances. However, no guarantee is given that Teams may access the bursary fund and such access will be granted in our sole discretion. The bursary fund is intended to cover expenses including:

- (a) internet and computer access;
- (b) childcare costs for under school-aged children or where the bursary fund applicant is a primary or sole caregiver;
- (c) (in the event travel is required to attend physical Workshops) additional room/board costs for parents attending with newborns or for applicants requiring assistive care; and
- (d) ground transport/meal allowance for applicants experiencing financial hardship.

## 10. What happens if my Team's Application is not successful?

10.1 We will contact you to let you know. You can request feedback on your Application which we may provide at our sole discretion. Where we do agree to provide feedback, it may take up to 12 weeks or longer to be provided due to the volume of Applications.

## 11. What happens if my Team's Application is successful?

11.1 Once the application and assessment process has concluded the successful Teams will be notified and

invited to participate in ATTAGIRL.

11.2 If a Team member accepts the invitation on behalf of their Team, they warrant that they have the right to accept the invitation and these Terms on each Team member's behalf.

11.3 If a successful Team is unable to comply with these Terms and/or does not accept the invitation within 48 hours of being notified by us, we may award a place in ATTAGIRL to another Team, as determined by us in our sole discretion.

11.4 If a Participating Team successfully obtains a Grant in accordance with clause 9:

(a) this will be paid directly to us by the applicable Funding Body and Teams agree that no cash amounts will be given to them or that the amount of the Grant will be returned or refunded to them, in any circumstances;

(b) we will use the Grant solely for the purposes of facilitating the participation in ATTAGIRL of the Participating Team, or the individual within a Participating Team, that the Grant attaches to; and

(c) the applicable Participating Team must provide us with all relevant information we require to manage the Grant and report on the Grant to the relevant Funding Body.

## 12. What are the stages of ATTAGIRL?

12.1 ATTAGIRL is split into two stages (each with two workshops) that Participating Teams may participate in. Workshops may be virtual, in-person or a combination of both as determined by us in our sole discretion.

12.2 Participating Teams are assigned their advisors (including, as applicable, mentors, script editors, development specialists, script editors, pitch tutors) at the sole discretion of FFS, taking into consideration the stage and experience of the applicable Participating Team, intent of the Project and skills of the relevant advisors. Participating Teams may not request specific individuals as their advisors or changes to their advisors once assigned.

### Stage One

12.3 All Participating Teams will participate in Stage One. Stage One and the workshops focuses on team and development, including story and audience, in respect of the Projects, as follows.

(a) Workshop One - Story: Participating Teams will participate in a workshop intensive with assigned mentors as well as development specialists who will interrogate theme, content, story world, structure and characterisation.

(b) Workshop Two - Audience:

(i) Participating Teams will participate in a workshop intensive with their assigned mentors, script editors as well as invited audience experts relative to market-facing segments including sales, distribution, commissioning and exhibition.

(ii) Participating Teams will be required to submit a

revised script six weeks after completion. Partial or incomplete scripts will result in teams not being invited to Stage Two due to the need for materials dissemination.

12.4 At the end of Stage One, Participating Teams must submit Project materials which will be assessed by ATTAGIRL representatives (mentors and other FFS consultants and representatives) as to whether they are market-ready, including taking into account whether story, financial and marketing materials are of a sufficient quality that the Participating Team and Project would benefit from dissemination within the wider film market including to public and private financiers.

12.5 Participating Teams who are not invited to participate in Stage Two:

(a) will be notified by their mentors of their proposed stage in development and a plan will be collectively suggested as to how such Participating Teams may progress their story development independently of ATTAGIRL; and

(b) are permitted to apply to re-join ATTAGIRL at Stage Two in future cycles of the program, subject to clause 12.6.

12.6 Participating Teams who do not progress to Stage Two and who seek to re-join ATTAGIRL in future cycles will be notified of submission dates in future cycles and will be required to submit:

(a) updated Project materials; and

(b) a declaration of the changes to the work the Participating Team has undertaken,

by a resubmission deadline advised by ATTAGIRL. You may also be required to accept our then current Terms at the point of resubmission, which will govern the Participating Teams' participation in Stage Two if resubmission is successful, in accordance with clause 2.4.

12.7 ATTAGIRL representatives (mentors and other FFS consultants and representatives) will assess such resubmission materials and determine whether the Project is market-ready, in accordance with clause 12.4. Where a Project is:

(a) assessed as being market-ready, the applicable Participating Team will be invited to progress to Stage Two; or

(b) assessed as still not being market-ready, clauses 12.5 and 12.6 will apply again.

12.8 Participating Teams that do not progress to Stage Two after their first resubmission, can continue to resubmit in accordance with the process set out in clauses 12.5 and 12.6 an unlimited number of times while ATTAGIRL is still in operation.

## Stage Two

12.9 Only Participating Teams invited to progress to Stage Two in accordance with the above process will participate in Stage Two. Stage Two and the workshops focuses on production outcomes, including packaging and financing as follows.

(a) Workshop Three – Packaging:

(i) Participating Teams will participate in a workshop intensive with their assigned mentors, script editors and market consultants relevant to commercial market-facing elements including branding, visual identity, casting, financing pathways, business and legal affairs, and audience design.

(ii) Teams will be asked to submit a final market-ready draft for dissemination. In the instance of no delivery, teams will be advised to amend expectations to deliver a development pitch rather than production or financing pitch (information also shared with market partners).

(b) Workshop Four – Financing: Participating Teams will participate in a workshop intensive directly with their mentor and pitch tutor to develop their final pitch. Following public pitch, mentors will act as meeting facilitators between interested parties and financiers across a designated window.

12.10 Following Workshop Four, Participating Teams will debrief with their mentors and ATTAGIRL representatives to decide upon next steps for Participating Teams and their Project. ATTAGIRL production prizes may be awarded at the conclusion of Sydney Film Festival with the final release issued outlining significant awards, attachments and investments.

## 13. What are the key participation dates?

13.1 Participating Teams must be available for the applicable Workshops set out on dates that ATTAGIRL advises them and must also be available to participate in the other ATTAGIRL activities notified to them from time to time (including in alternative Workshops should Workshop dates or scope need to be adjusted or changed from time to time).

13.2 If a full Participating Team will not be available, we will assess how this is managed on a case by case basis and in our sole discretion.

13.3 Participating Teams will not be entitled to any refund or credit of Grant funds for a failure to attend all or any part of a Workshop.

13.4 If a Participating Team elects to opt out of participating in some or all of the expected activities of ATTAGIRL, such Participating Team may be required to leave the ATTAGIRL program (in our discretion) and forfeit their place in the program.

## 14. Travel and expenses

14.1 This clause 14 applies if we notify you that travel (domestic or international) is required as part of ATTAGIRL.

14.2 At least 2 members of a Participating Team must be available and able to travel on the applicable dates.

14.3 Teams must depart from, and return to, the same point of departure for Workshop(s) and travel together for the duration of the Workshop(s).

14.4 Unless expressly stated otherwise in these Terms, Participating Teams are solely responsible for all costs and expenses associated with participating in ATTAGIRL including, where applicable, costs associated with:

(a) obtaining suitable travel insurance for the trip;

(b) meeting all government, consular, health and travel requirements applicable to the destination (including holding a valid passport with not less than 6 months validity remaining, getting any necessary vaccinations and entry visas);

(c) taxes, meals, transfers, sightseeing or other activities, and spending money; and

(d) other Workshop costs.

14.5 We will notify you of any flight costs we cover. Frequent flyer points cannot be earned on any flight(s) we may provide as part of ATTAGIRL.

14.6 We make no representation as to the safety or other conditions at the destination and recommends that each Participating Team consults the website of the Department of Foreign Affairs and Trade (<http://www.smarttraveller.gov.au/>) for travel and consular advice before embarking on international travel.

## 15. Participation obligations

15.1 When participating in ATTAGIRL you may not make any oral or written statement about us or ATTAGIRL which is intended or reasonably likely to disparage us, or otherwise degrade our reputation in the business community or in the film and television industry.

15.2 We do not tolerate harassment in any form. As a member of a Participating Team, you agree to practice tolerance and respect for everyone, including other participants and Teams, staff, volunteers, Assessors and Funding Bodies regardless of their background, class, political views or status.

15.3 At ATTAGIRL, you agree to:

(a) respect people's space and ability to participate in the event;

(b) respect confidentiality requests by speakers and other attendees; and

(c) look out for one another.

15.4 These behaviours don't belong at ATTAGIRL:

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- (a) sexual harassment of any kind, including unwelcome sexual attention and inappropriate physical contact;
- (b) being disruptive, drinking excessively, bullying, stalking, following or threatening anyone;
- (c) homophobia, racism or behaviour that discriminates against a group or class of people; and/or
- (d) invasion of privacy, including taking photos or recordings that have not been consented to and/or are unwanted or intrusive.

## 16. Contribution to ATTAGIRL

16.1 The contribution back to ATTAGIRL by Participating Teams set out in this clause is based on the principal that ATTAGIRL is designed to support not only individual filmmakers, but also the creation of greater parity and participation by filmmakers who have historically been excluded from representation in screen production and distribution. As a supported development scheme, ATTAGIRL includes input from significantly experienced and specialised talent from international markets and FFS incurs development and other costs and expenses as a result. We expect that you understand that development work is collaborative and you sufficiently acknowledge the contributions of the experts within your completed Project.

16.2 Where a Participating Team's Project obtains finance and enters production, the Participating Team will pay to ATTAGIRL, on commencement of principal photography, an amount equal to the lesser of 1% of the production budget for the project or \$100,000 (i.e. such payment will never exceed \$100,000).

16.3 This payment represents development costs that have been incurred by FFS in supporting and getting the Project into production. This encourages a circular economy whereby teams who benefit from ATTAGIRL can support others in the future. Teams are reminded that FFS operates as a charity solely dedicated to supporting fairer film futures and does not have shareholders or beneficiaries that stand to gain economically, as is expected in for-profit companies.

## 17. Consent and release

17.1 Where you are an individual Team member submitting an Application on behalf of your Team, you warrant and represent that the consent and release set out in this clause 17 has been agreed to by each individual Team member and that you have the right to make such consents and agree to such releases on their behalf.

17.2 During the course of a Team's participation in the ATTAGIRL, you grant FFS and other entities as FFS may designate from time to time (including Funding Bodies, partners, film agencies, film festivals and broadcasters)

(collectively, the FFS Parties) the right to:

- (a) take photographs and make audio, visual and audio-visual recordings of you (including of your participation in the ATTAGIRL, press opportunities and engagement with media generally) as well as your name, voice, photograph, likeness and biographical data (collectively, Recordings); and
- (b) distribute, broadcast, edit, translate or otherwise disseminate and use, edit and adapt the Recordings, without any further approval from you, in whole or in part, throughout the world, in perpetuity, in any and all media now known or developed in the future.

This grant of rights to the FFS Parties does not extend to any recording or photographing of your intellectual property or film.

17.3 You acknowledge and agree that:

- (a) all right, title and interest (including intellectual property rights) in the Recordings will be owned by FFS;
- (b) FFS isn't obliged to use a Recording in any way;
- (c) you won't receive any form of payment in connection with any use of the Recording; and
- (d) you may not revoke the rights granted in this deed poll.

17.4 You affirm that:

- (a) you have the full power and authority to grant the rights and releases set forth in this clause; and
- (b) use of the Recording as permitted by this clause will not violate the rights of any third party.

## 18. Credits and logos

18.1 This clause 18 sets out each Participating Team's obligations in respect of credit and logo requirements for their Projects, which Participating Teams must comply with.

General requirements

18.2 You will need to consider how these requirements align with other contracted credits for your Project – for example the credits requested by any private investors, lenders, or other partners, such as government funding bodies.

18.3 Before the Project's titles and credits are locked, your producer must provide a copy of all credits in writing or via video file to the FFS for approval as well as the billing blocks (intended to be used for poster, video packaging, paid advertising, sales materials and trailers) with logos, and with a reasonable amount of time and opportunity to review and comment prior to the titles and credits being locked.

Opening Credits

18.4 FFS incurs significant cost in staging ATTAGIRL,

not all of which is covered by a funder or agency. Therefore, as an initial financier of the Project, producers must include a full screen Attagirl Animated Logo including any logo soundtrack alongside all other relevant financiers.

Closing credits/end titles

18.5 Immediately after production credits, the words “Developed with the Assistance of For Film’s Sake and Attagirl Lab” must be included. This must be followed by For Film’s Sake and Attagirl Logos in a size and presentation of at least equal prominence with any other investor logos. Where a Participating Team received a Grant, the relevant Funding Body responsible for the Grant must also be included, at the Funding Body’s discretion and direction.

Credited roles

18.6 FFS requires approval of all credits on Projects (including feature films, short films, and productions) that participated in ATTAGIRL.

18.7 Mentors and consultants assigned as part of ATTAGIRL must be formally recognised by the production through the provision of a relevant, listed credit within the finished film. This extends to the following roles, where an individual may be attached to the selected film for the purposes of project development:

- (a) Script Editor
- (b) Consulting Producer
- (c) Senior Consulting Producer
- (d) Executive Producer

18.8 Where an individual’s contribution to the film is especially notable including significant creative (which may involve additional out-of-workshop script support, tutoring, commentary, feedback and suggestion) and commercial support of the project (which may involve direct advocacy, outreach, networking or lead generation for the purposes of financing or fundraising) it is expected that teams formally recognise this through credited acknowledgement within the finished film. FFS reminds applicants that filmmaking is a collaborative endeavour and the purpose of formal recognition is to generate goodwill within your support network. Mentors, consultants and experts do not receive commercial gain from your project but their time, insight and connections should be valued and acknowledged. As the proverb goes, “If you want to go fast, go alone. If you want to go far, go together.”

18.9 Credits may be included within a list of similar roles or grouped under the title ‘For Attagirl’

18.10 FFS requires to be reasonably satisfied that each credit is an accurate reflection of the role actually played by the individual credited.

Thanks

18.11 We generally expect that the producers will thank the

following staff at FFS:

- (a) Executive Director;
- (b) FFS Board (named);
- (c) Staff;
- (d) Business and Legal Affairs; and
- (e) Strategy and Insights Advisor;

18.12 When thanking FFS staff, please do so in your general Thanks section under a header reading “For Film’s Sake” and the names of the FFS staff alongside their position titles.

Trailers

18.13 If an animated or static logo of any other party is to be included in your Project’s trailer, FFS must be given opportunity to have ATTAGIRL’s Still Logo included.

Publicity Material

18.14 In any advertising or publicity material that incorporates funding credits or a billing block (e.g. posters, DVD and video packaging), For Film’s Sake and ATTAGIRL’S Still Logo must also be included where other funders or parties’ logos are included.

Logos

18.15 Still Logo

(a) There is one standard For Film’s Sake logo and one standard ATTAGIRL logo:



(b) The black (primary) logo should be used on white or lighter backgrounds, and a white logo may be used on black or darker backgrounds.

(c) One of these logos must also appear in the billing block on all advertising materials, DVD and video packaging, posters or anywhere else funding credits are incorporated.

(d) Any For Film’s Sake or ATTAGIRL logo must not be printed smaller than 20mm in width.

18.16 Combined Logo

(a) The combined logo incorporates the FFS and/or ATTAGIRL logo and that of the funding body responsible for covering the production team’s participation and is for use in the closing credits.

18.17 Animated Logo

(a) ATTAGIRL’S Animated Logo must be included at the front of the Project before all other logos and credits of any kind, except for those of the sales agent and local

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distributor. The Animated Logo must be full screen, with the associated logo soundtrack. FFS may also require the Animated Logo to be included on your Project's trailer.

(b) In an instance wherein major financiers require their logo or credits prior to ATTAGIRL's, this should be negotiated with FFS before credits are finalised. We remind Participating Teams that ATTAGIRL's aim is to expedite their project to production and release and therefore always aim to support the best outcome for all parties.

18.18 All logos are available from FFS on request at [attagirl@forfilmssake.org](mailto:attagirl@forfilmssake.org)

18.19 It is important not to:

- (a) tilt or obscure the logo;
- (b) rearrange design elements;
- (c) crop or edit the logo;
- (d) use multiple colours;
- (e) distort the logo's shape in width or height;
- (f) frame the logo;
- (g) add text or additional design elements;
- (h) construct the logo yourself from component parts;
- (i) use the logo on a background that does not provide adequate contrast; and
- (j) change the logo's orientation.

## 19. What do we do with your information?

19.1 You understand that any personal information you provide to us may be used in accordance with this clause 19 and our privacy policy at [www.attagirl.global](http://www.attagirl.global). We will comply with applicable provisions of any Privacy Laws.

19.2 Your personal information will be collected by or on behalf of us to enable us to evaluate Applications, conduct ATTAGIRL, publicise the name of the winning Team members and, where Team members have consented, to send Team members marketing, advertising and promotional material.

19.3 Where you are an individual Team member submitting an Application on behalf of your Team, you warrant and represent that you have obtained the express consent of each member of your Team to collect their Personal Information and to disclose it to FFS, and for FFS to use their Personal Information in accordance with our privacy policy.

19.4 If a Team's contact details change between the date of entry and determination date, the Team must notify us of its and/or its members' updated contact details.

19.5 Personal information of Team members may be disclosed to third parties who assist us in conducting ATTAGIRL, including Screen Australia, Funding Bodies, Assessors, regulatory authorities.

19.6 Each Team member acknowledges that they may update or request access to the personal information they have provided to us by emailing [attagirl@forfilmssake.org](mailto:attagirl@forfilmssake.org) and

including the Team member's name, mobile number and an email address in that request.

19.7 Participating Teams in ATTAGIRL consent to our use of each Team member's name, likeness, image, picture, voice, statements, testimonials or quotations for promotional, marketing and publicity purposes in any media worldwide, without any fee being paid to any Participating Team members.

## 20. Liability

20.1 We reserve the right to suspend, modify, postpone and/or cancel ATTAGIRL in whole or part (including individual Workshops) without liability if, in our reasonable opinion, we need to do so due to a Force Majeure Event.

20.2 We may vary the scope of ATTAGIRL, amend the assessment criteria, change Workshop dates and formats as we determine necessary in our sole discretion and without liability to you.

20.3 Notwithstanding any other provision of this agreement and to the fullest extent permitted by law, in no case will we, our directors, officers, employees, affiliates, agents or contractors be liable, whether such liability is based on breach of contract, tort (including negligence), statute or otherwise, for any direct Loss, Consequential Loss, and/or indirect, incidental, punitive or special Losses of any kind (including loss of profit, loss of revenue, business interruption or a security breach) arising out of or in connection with your participation in ATTAGIRL or a Workshop.

20.4 Subject to any express warranties in these Terms but otherwise to the fullest extent permitted by law, we expressly exclude all warranties, conditions and representations in whatever form, relating to ATTAGIRL, including any warranties or representations relating to quality or performance and/or that your participation in ATTAGIRL will produce any guaranteed outcome.

20.5 An agreement, representation or warranty on the part of two or more persons under these Terms binds them jointly and severally.

## 21. Questions?

If you have any questions about the program or the application process after reading through the details below, please email us at [attagirl@forfilmssake.org](mailto:attagirl@forfilmssake.org).

## 22. Glossary

ATTAGIRL has the meaning given to that term in clause 3.1 of the Terms.

Application means an application to participation in

**Attagirl**



ATTAGIRL, submitted in accordance with these Terms.

Assessor means us and our chosen representatives.

Consequential Loss means any Loss that does not arise naturally in the ordinary course of things from the event or circumstance giving rise to the Loss.

Grant has the meaning given to that term in clause 9.1.

Force Majeure Event means any act, event or cause including pandemics, earthquakes, cyclones, floods, fires, lightning, storms or other acts of God, strikes or industrial disputes, riots, terrorist acts, civil disturbances, breakages of machinery, or industrial conditions, or arising out of any other unexpected and exceptional cause, delays in transportation and dispositions or orders of governmental authority (in any country) (whether new or existing at the date these terms, arising as a result of novel coronavirus (COVID-19), including public health orders, travel restrictions, and any suspension on gatherings).

Funding Body has the meaning given to that term in clause 9.1.

Loss means any judgment, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, or otherwise.

Participating Teams means the Teams selected to participate in ATTAGIRL.

Privacy Laws means the following laws, to the extent they are applicable to us and/or to personal data or personal information captured in accordance with these Terms:

- (a) Privacy Act 1988 (Cth);
  - (b) United Kingdom Data Protection Act 1998;
  - (c) Regulation (EU) 2016/679 (the GDPR) together with any national laws implementing the same; and
  - (d) European Directive 2002/58/EC together with any national laws implementing the same,
- and all other applicable legislation and policies relating to data protection or the privacy of individuals.

Project has the meaning given to that term in clause 4.1.

Project Material the material that Teams submit to us as part of their Application, and include all material Participating Teams create, develop or submit during their participation in ATTAGIRL including as part of any Workshop.

Screen Australia means the Australian Federal Government's key funding body for the Australian screen production industry.

Team(s) has the meaning given to that term in clause 4.1.

Workshop has the meaning given to that term in clause 3.2.