

## **SCREENRIGHTS CULTURAL FUND GRANTS TERMS & CONDITIONS**

Cultural Fund Enquiries [+61 2 8038 1300] [culturalfund@screenrights.org](mailto:culturalfund@screenrights.org)  
[www.screenrights.org](http://www.screenrights.org)

### **1. TERMS AND CONDITIONS**

The following information forms part of the terms and conditions for the Screenrights 2023 Cultural Fund program (Screenrights Cultural Fund Grants). By applying for Screenrights Cultural Fund Grants, applicants agree to be bound by these terms and conditions.

### **2. ORGANISER**

The organiser of the Screenrights Cultural Fund Grants is Audio-Visual Copyright Society Limited trading as Screenrights (ABN 76 003 912 310) of Level 1, 140 Myrtle Street, Chippendale, NSW, 2008, AUSTRALIA (Organiser).

### **3. SCREENRIGHTS CULTURAL FUND GRANTS PERIOD**

Applications open Friday 3 February 2023, 9:00am AEDT and close Wednesday 12 April 2023, 5:00pm AEST (Application Period). Late applications will not be accepted.

### **4. ELIGIBILITY**

In order to be eligible for the Screenrights Cultural Fund Grants, the Applicant must comply with these terms and conditions.

Directors of the Organiser (and members of their immediate families) are ineligible to apply or benefit directly or indirectly from funded projects.

Employees of the Organiser (and members of their immediate families) are ineligible to apply or benefit directly or indirectly from funded projects.

The Applicant must be an individual who is a resident of Australia or New Zealand or a company domiciled in Australia or New Zealand.

Screenrights Cultural Fund Grants cannot fund costs associated with screen content development or production.

The Applicant may only be involved in one application per funding round.

### **5. APPLICATION CRITERIA**

Applications will be assessed having regard to the following Application Criteria:

- For the Screenrights 2023 Cultural Fund program, proposals must respond to the New Visions focus.
- Preference will be given, in awarding grants, to new projects that align with the qualities underpinning the Cultural Fund: diversity; innovation; inspiration; collaboration; transparency.
- Preference will be given to projects that broadly benefit the interests of the screen industry in Australia and New Zealand.
- Preference will be given to applicants who can demonstrate a proven ability to plan and execute comparable projects.
- Financial or in-kind contributions from third parties to a project will be viewed favourably in assessing an application.

- Partnerships with innovative screen, education and technology organisations will be highly regarded.
- Projects or organisations that fail to comply with financial reporting or other review requirements (including Acquittal Reports) will be ineligible for further grants.

## 6. APPLICATIONS

To apply:

1. Applications must be made online via the grant platform linked on the [Screenrights website](#);
2. The form must be properly completed, including information about the Applicant and project, and a budget outlining how the Applicant, if successful, intends to use the Screenrights Cultural Fund Grant, and any supporting documentation that may be necessary;
3. It is the applicant's responsibility to ensure that the details provided on the Application Form are accurate and that all sections of the Online Application Form are complete and all required documents are submitted. The Organiser is not responsible for incorrect, inaccurate, or undelivered applications. Any false information provided as part of an application will result in the automatic disqualification of that Applicant.
4. Hard copies of supporting documentation will not be returned to Applicants by the Organiser.

## 7. GRANT ASSESSMENT

Valid applications received during the Application Period will be assessed by the Organiser in accordance with the Application Criteria between April and July 2023.

Grants will be awarded to successful applicants (Grant Recipients) who best satisfy the Application Criteria. Not all applications that meet the Application Criteria will receive a grant. The decision of the Organiser's Board of Directors is final. The Organiser is not required to provide Applicants with reasons for the outcome. No decision made by the Board will be reviewed.

## 8. NOTIFICATION OF GRANT RECIPIENTS

The Organiser will notify all Grant Recipients by 4th August 2023. Grant Recipients will be contacted by email, post or telephone by that date using the contact details provided on the Application Form. The names of the Grant Recipients may appear on the Screenrights website at [www.screenrights.org](http://www.screenrights.org). The Organiser will not be held liable for any unforeseen delays in the application assessment process.

## 9. GRANT CONDITIONS

It is a condition of accepting a Screenrights Cultural Fund Grant that the Grant Recipient will use the grant in accordance with the information provided to the Organiser in the Grant Recipient's completed Application Form unless otherwise agreed by the Organiser.

Each Grant Recipient's entitlement to the grant is subject to the following:

1. Each grant (or any part thereof) is not transferable or exchangeable. The Organiser is not liable in any way if a Grant Recipient cannot receive, accept or use any element of a grant for any reason. A grant (or any part thereof) may be cancelled at the Organiser's discretion if a Grant Recipient attempts to transfer it.

2. The Organiser will not cover any additional or associated costs in connection with each Grant Recipient's use of a grant other than those expressly stipulated on the Screenrights Cultural Fund Application Form.
3. If a Grant Recipient is GST-registered, the Organiser will pay the grant amount plus GST upon receipt of a valid tax invoice. The budget provided in the Application Form should be exclusive of GST. Determining any taxation liabilities is the sole responsibility of the Grant Recipient.
4. The Organiser reserves the right, at its absolute discretion, at any time, to vary, withdraw, postpone or cancel the Screenrights Cultural Fund Grant, including without limitation, in circumstances where it cannot conduct the Screenrights Cultural Fund program or award any part of a grant for any reason beyond its control.
5. In the event that the Organiser postpones or varies the Screenrights Cultural Fund program or any part of a grant, the Organiser (and any party associated with the Screenrights Cultural Fund Grants) shall not be liable to any person for any loss or damage of any kind (including but not limited to indirect or consequential loss or loss or damage caused by the Organiser's or other party's negligence) arising out of, or in connection with, the postponement or variation of the Screenrights Cultural Fund Grants (or part thereof). Nor will the Organiser or other party be liable for any loss, damage, payment or expense of any kind (including but not limited to indirect or consequential loss or loss or damage caused by the Organiser's or other party's negligence) or personal injury or other damage suffered or sustained as a result of the application for, assessment, running, cancellation or acceptance, enjoyment or use of the Screenrights Cultural Fund Grants or a grant (or part thereof) except for any liability that cannot be excluded by law.
6. The Organiser reserves the right to amend a grant at its discretion without notice to applicants.

If the Grant Recipient does not comply with these terms and conditions, the Organiser, at its sole discretion may:

1. end this agreement immediately;
2. require the Grant Recipient return all or part of the grant; and/or
3. stop any future payments.

#### 10. PAYMENT OF GRANT TO SUCCESSFUL APPLICANTS

It is a condition of accepting a Screenrights Cultural Fund Grant that the Grant Recipient submits to the Organiser an invoice for the amount of the grant prior to Monday 14 August 2023.

A Grant Recipient who does not accept any part of a grant (by submitting an invoice to the Organiser) by 14 August 2023, will need to reapply for the grant in the next grant round.

Grant Recipients who reapply will not necessarily be awarded a subsequent grant.

In the event that the total project costs are in excess of the proposed projects costs as set out in the Grant Recipient's completed Application Form, the Organiser will not be responsible or obliged to pay any additional amounts other than the initial Screenrights Cultural Fund Grant amount.

Payment of the grant may be provided to a Grant Recipient in full or via a schedule of payments, at the Organiser's discretion.

The Organiser may recover any, or all, of the grant if any of the following occurs:

1. if the Grant Recipient is an organisation, it has closed down its business (unless the business is replaced by another business operated by the Grant Recipient that can carry out the funded project and the Organiser has provided written approval);
2. the Grant Recipient has made substantive changes to the project without receiving prior permission of the Organiser;
3. the Grant Recipient has used the grant for anything other than the project;
4. the Grant Recipient does not follow the Organiser's reasonable instructions;
5. the Grant Recipient does not carry out the project with reasonable care, thoroughness, competence and to a standard that would be expected for the Grant Recipient's level of experience;
6. the Grant Recipient does not complete the project in accordance with the timeframe stipulated on the completed Screenrights Cultural Application Form, and has not requested and been approved for a variation from the Cultural Fund Manager;
7. the Grant Recipient has supplied the Organiser with information that is false or misleading, either in error or because the Grant Recipient was trying to mislead;
8. the Grant Recipient is declared bankrupt or becomes insolvent; any order is made, or resolution is passed, for the Grant Recipient to go into administration, be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of the Grant Recipient's assets; or the Grant Recipient enters into or proposes any arrangement with the people to whom the Grant Recipient owes money;
9. the Grant Recipient acts illegally or negligently at any time, and the Organiser believes it has significantly affected the project, or is likely to harm the Organiser's reputation; or
10. the Grant Recipient sells or in some other way transfers the grant, the Grant Recipient's business or the Project without first obtaining the Organiser's approval in writing.

#### 11. GRANT VARIATIONS

If, at any time, the stated purpose of the project is no longer possible and cannot be achieved in the manner described in the Grant Recipient's completed Application Form, the Grant Recipient must advise the Organiser of the inability to achieve the stated purpose and discuss alternative options.

Requests for variations to details of the grant by the Grant Recipient can be made in relation to any aspect of the grant. Requests for variations must be submitted for consideration in writing to the Cultural Fund Manager by email to [culturalfund@screenrights.org](mailto:culturalfund@screenrights.org). Such requests should be made no less than one month prior to the original expected start date of a project. Variations to any aspect of a grant are at the sole and absolute discretion of the Organiser.

#### 12. ACQUITTAL REPORT

The Grant Recipient must maintain complete, accurate and up-to-date books of account with respect to all financial matters relating to the Screenrights Cultural Fund Grant.

It is a condition of accepting a grant that Grant Recipients submit an acquittal report to the Organiser two calendar months after completion of the relevant project, or before 30 September 2025, whichever is earlier.

The acquittal report must detail the way in which the grant was spent by the Grant Recipient including any deviations from the planned budget that was submitted at the time of applying for the grant.

Acquittal Forms are available by request from the Cultural Fund Assistant by email at [culturalfund@screenrights.org](mailto:culturalfund@screenrights.org). Failure to submit an Acquittal Form to the Organiser will affect any future applications for grants for that Grant Recipient.

### 13. PROMOTION

The Grant Recipient must make reasonable efforts to actively support Screenrights' aims and objectives in the public arena and provide promotional support to Screenrights in accordance with our Cultural Fund Guidelines and Terms & Conditions.

Below are Screenrights' socials pages to link any social media posts to:

<https://www.facebook.com/screenrights>

[twitter.com/screenrights1](https://twitter.com/screenrights1)

[www.linkedin.com/company/screenrights](https://www.linkedin.com/company/screenrights)

Branding and logo use:

- Screenrights [logo](#) or branding to be included on public interfaces and marketing collateral as a supporter, unless otherwise agreed by Screenrights.
- The specific use of the Screenrights logo and imaging must be pre-approved by Screenrights before any print, online or other media is finalised. Any proposed usages to be first sent to [culturalfund@screenrights.org](mailto:culturalfund@screenrights.org) and a reasonable turnaround time of no less than 2 business days must be given to respond.

### 14. WARRANTIES AND REPRESENTATIONS

Applicants warrant and represent that:

1. they are entitled to apply for a Screenrights Cultural Fund Grant on behalf of their organisation or project;
2. all information they provide to the Organiser is accurate;
3. they have read these Terms and Conditions and that they meet all the eligibility requirements to participate;
4. if successful, the Applicant will use the Grant in accordance with the information provided to the Organiser in the completed Application Form unless otherwise agreed by the Organiser;
5. if successful, the Applicant will use the Grant according to law, including copyright laws.

### 15. PRIVACY STATEMENT

The Organiser respects your privacy and your information will be dealt with in accordance with the Organiser's [Privacy Policy](#). The personal information of Participants may be collected to enable the Organiser to administer and promote Screenrights Cultural Fund Grants and communicate with Participants and announce the Grant Recipients. The personal information of Participants may be provided to others assisting the Organiser in this

regard. By applying for the 2023 Screenrights Cultural Fund Grants (unless otherwise advised by the Participants), each of the Participants consents to the information that the entrant submitted by the Applicant with the Application (including personal information) being entered into a database and to the use by the Organiser or its affiliates of this information in any media in accordance with the Organiser's Privacy Policy without further reference or payment or other compensation to the Participants. All personal information of Participants will be stored at the Organiser's office. A request to access, update or correct any personal information should be directed to the Organiser's office in accordance with the Organiser's Privacy Policy. The database information or any part of it may be provided to the Organiser's affiliates in Australia.

## 16. RELEASES

Applicants agree that, as a condition of their application being considered for a Screenrights Cultural Fund Grant, they:

(a) release the Organiser and its employees, directors, officers, subsidiaries, affiliates, promotional agents, and the Screenrights Board from any and all liability, claims, or actions in connection with their application in the Screenrights Cultural Fund Grants;

(b) agree that their

1. name, photos, likeness or statements; and
2. where applicable, their business names and logos, in respect of which the Organiser is hereby granted a non-exclusive, royalty free licence for use in accordance with these terms, may be publicised, published, communicated, or used at or in connection with the Screenrights Cultural Fund program, without compensation, by the Organiser, in any Organiser or Organiser-partner media or publication, including internet sites, press releases, conferences or award shows, and for distribution by the Organiser to media organisations or any third party requesting such materials in connection with the Organiser or the Screenrights Cultural Fund Grants; and

The Organiser is not liable for any loss, damage and/or personal injury suffered or sustained in connection with, or as a result of, the Screenrights Cultural Fund program, the use of the Screenrights Cultural Fund Grant, or participation in a project.

The Organiser is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading any materials related to the Screenrights Cultural Fund Grant. Any attempt to deliberately damage any website or the information in a website or to otherwise undermine the legitimate operation of the Screenrights Cultural Fund Grant, may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

If for any reason the Screenrights Cultural Fund Grant is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Organiser, which corrupt or

affect the administration security, fairness or integrity or proper conduct of the Screenrights Cultural Fund Grant, the Organiser reserves the right in its sole discretion to disqualify any individual who tampers with the Screenrights Cultural Fund Grant process, take any action that may be available, and to cancel, terminate, modify or suspend the Screenrights Cultural Fund Grant process.

Each of the Participants agree to indemnify (and keep indemnified) the Organiser (and any of its officers, employees and agents) against any loss, liability, injury or death incurred by the Organiser (including any loss or damage to the Organiser's property, or loss or expense incurred by the Organiser in dealing with any claim against the Organiser) arising from any acts, omissions and/or negligence of the Grant Recipient, or the Grant Recipient's employees or agents in connection with the Screenrights Cultural Fund program.

#### 15. JURISDICTION AND CHOICE OF LAW

The Screenrights Cultural Fund Grants and these terms and conditions shall be governed by and construed in accordance with the laws of New South Wales and all applicants irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts of New South Wales.

By applying for the 2023 Screenrights Cultural Fund Grants you agree to the terms and conditions as listed above.