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CANADIAN COPYRIGHT LAW

Copyright protection is automatic in Canada. A work need not be registered with the Canadian Copyright Office nor does it have to be marked with a © to indicate that it is copyright protected.

A copy of the Canadian Copyright Act is [available here](#).

It is important to understand the basics of Canadian copyright law and how it relates to film and underlying works such as music, literature, and promotional material for film. When work is used in Canada, Canadian copyright law applies.

SUBMISSIONS PROCESS

The submissions period for Buffer Festival opens June 13, 2022 and closes July 25, 2022. Late submissions are accepted until July 29, 2022. All submissions to Buffer Festival must be made within the submission period.

SCHEDULING

The scheduling of films is determined by the Festival. The date(s), time(s) and location(s) of screenings of the films shall be at the discretion of the Festival.

SCREENING PROTOCOL

The Festival expects that the filmmaker and any other guests attending with the film will be present for the screening of the film for both the introduction and question & answer session.

ORGANIZERS

Scott Benzie (CEO), Micheal Shvey (CFO), Corrado Coia (COO)

To contact festival organizers please direct your inquiries to support@bufferfestival.com

GENERAL RULES

TERMS & CONDITIONS FOR SUBMISSION OF FILMS

I. APPLICATION OF THESE TERMS & CONDITIONS

(1) The following terms and conditions (the "Terms") govern the submission of a film (the "Film") to Buffer Festival Inc. ("Buffer Festival") for consideration for Buffer Festival (the "Festival"). To the extent that this document is inconsistent with any other document prepared by Buffer Festival or anyone else, this document will take precedence. Buffer Festival may change these terms and conditions at any time without advance notice. Changed terms will become effective once posted on this website. Your continued involvement with the Festival after any change means you have accepted the changed terms and conditions. Any questions about these Terms should be directed to the Buffer Festival organizers.



TERMS AND CONDITIONS

II. SUBMISSION AGREEMENT

- (1) By submitting a Film to Buffer Festival for Festival consideration, the submitter (the "Creator") represents that he or she has obtained consent from any and all owners, creators, writers, producers and/or other authorized representatives of the Film whose consent is required to submit the Film to Buffer Festival (the "Film Owners") and screen the Film at the Festival, and has read, understood and agreed to the Terms.
- (2) Buffer Festival may reject, but is not required to do so, any submission that it determines in its sole discretion, is not in compliance, in whole or in part, with these Terms, and may revoke any form of compensation offered to the Creator.

III. SUBMISSION ELIGIBILITY

- (5) The Festival is organized into a series of screenings, which are subject to change from year to year but might include, for example: Documentaries, Short Films, Comedy, etc. Buffer Festival may slot selected films into screenings at its sole and absolute discretion. If the Creator wishes the Film to be considered for inclusion in the Comedy or the Short Film etc. screenings, the Creator should express this to the Festival organizers.
- (6) Buffer Festival recommends that each Creator submit a minimum of one (1) international premiere. We will accept additional submissions that have already premiered, but the film's premiere status will be taken into consideration when final programming decisions are made.
- (7) A Film **may not** be eligible for consideration or submission if:
 - a. the Film is the only submission from the Creator and has premiered before this annual year's festival; or
 - b. the Film was previously submitted to Buffer Festival for Festival consideration.
- (8) All Films must be submitted online via an accepted file-sharing service as described below. All selected Films must be submitted within the timeframe above in order to be formatted and ingested into Buffer Festival's venues. All selected Films must be submitted in MPEG-4 Part 14 (MP4) format.

IV. PROCESS FOR SUBMISSION

Submission Procedure

- (1) All Films submitted under these Terms must be submitted in accordance with the procedure outlined herein. Buffer Festival may, but is not required to, reject any Film that is not submitted in this way.
- (2) To submit a film for Festival consideration, a Creator must: (a) complete the designated registration form provided to the Creator, (b) provide a link to an accepted file-sharing service that hosts an MP4 of the selected content for review by Festival programming staff. Buffer Festival does not accept submissions in any other manner or format, including: content burned to Read/Write (RW) discs, Blu-ray discs or trailers.
- (3) Creators should test their files thoroughly before submitting them. The Creator has sole responsibility for ensuring that the submitted files play in their entirety. If Buffer Festival is unable to acquire the files, Buffer Festival will attempt, but is under no obligation, to contact the Creator in order to obtain the files in an alternative manner.
- (4) Buffer Festival may accept late submissions at its sole and absolute discretion.

VI. SELECTION

- (1) Buffer Festival will consider for inclusion in the Festival all eligible films that have been submitted by the above deadline and in accordance with these Terms. Buffer Festival reserves the right to consider for inclusion in the Festival, and include in the Festival, films received at any time and through any means, channel or process, including means, channels or processes other than those outlined in these Terms. Nothing in these Terms or otherwise requires Buffer Festival to select for Festival inclusion any of the Films submitted through the process outlined in these Terms.
- (2) All selection decisions are at the sole and absolute discretion of Buffer Festival, and are final and unreviewable. Buffer Festival is not required to provide any feedback, comments or reasons, or any other information, regarding the selection or non-selection of any submitted Film or the process by which Films are or have been selected. Buffer Festival is not responsible or liable for its selection decisions; for the contents of any internal comments or feedback regarding the Film that are or may be obtained from the Creator or anyone else; for any communications by any representative of Buffer Festival relating to the Film or the Festival selection process; for the manner in which the Film shall be, is or was considered and reviewed; or for any failure on the part of the Festival to provide the Creator or anyone else with information concerning Buffer Festival's consideration and/or review of the Film.



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(3) Buffer Festival will contact Creators using the contact information provided in the designated registration form. Creators are responsible for providing correct and functional contact information. Buffer Festival is not responsible for any failed attempts to contact Creators using the contact information provided.

VII. INTELLECTUAL PROPERTY, LEGAL CLAIMS AND INDEMNITIES

(1) By submitting the film to Buffer Festival, the Creator and Film Owners (the "Submitting Parties") hereby warrant and represent that: (i) the Film is wholly original and is not copied from and does not include any other work that is the subject of copyright or other protection, unless such work is in the public domain or the Submitting Parties have obtained any and all consents, releases, licenses, and other authorizations or waivers of any kind necessary for the inclusion or reproduction of any person, character, location, thing, trade-mark, sound recording, musical composition or other work in the film; (ii) the Film does not defame any person or violate the common law or statutory rights, including, without limitation, the rights of privacy and publicity or any other right of any person; (iii) the Film is not the subject of litigation; (iv) there are no agreements, nor will there be any agreements made subsequent to the date of this Film submission that would or could have the effect of impairing the Submitting Parties' ability to provide the Film as contemplated herein, or otherwise conflict with any provision of these Terms; and (v) the Submitting Parties have the full right, power and authority to submit the Film to Buffer Festival for Festival consideration, and to grant all of the rights granted hereunder and in the designated registration form, and there is no obligation or disability which would in any way impair, restrict or impede the Submitting Parties from fully performing all obligations pursuant to the submission and these Terms.

(2) The Submitting Parties agree to indemnify and hold harmless Buffer Festival, its licensees, successors and assigns, and its and their members, officers, directors, employees, agents, representatives, associates and affiliates (each, a "Releasee"), from any claim, suit, action or other proceeding brought against a Releasee and from any losses, costs, or damages, including the Releasee's full legal fees and costs, which it may have suffered or incurred or may suffer or incur, directly or indirectly based on, in connection with, or arising from the use and exhibition of the Film submitted by the Creator or the breach or alleged breach of any representation, warranty or other agreement made by the Creator in these Terms, or in the designated registration form.

(3) Buffer Festival takes all reasonable anti-piracy precautions. All Films are securely stored while in Buffer Festival's possession. Access to Films is limited to Buffer Festival staff who require access in order to screen and consider submissions. No duplication and loaning of Films is permitted. By submitting a Film to Buffer Festival, the Submitting Parties hereby release the Releasees from any and all liability in the event of theft, unauthorized access or copying, or any breach of copyright of the submitted Film while it is in Buffer Festival's possession.

VIII. LICENSES

(1) By submitting your Film, you grant Buffer Festival and its affiliates a limited, worldwide, non-exclusive, royalty-free license and right to copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from your Film for the purpose of (i) displaying the Film for the duration of Buffer Festival; (ii) promoting Buffer Festival; (iii) promoting the Film; and (iv) archiving or preserving the Film for disputes, legal proceedings, or investigations. Under no circumstances will Buffer Festival claim ownership over your content.

(2) You further grant all attendees of Buffer Festival permission to view your Film for their personal, non-commercial purposes. This includes the right to copy and make derivative works from the Film solely to the extent necessary to relay their personal experience at Buffer Festival. The foregoing licenses are in addition to any license you may decide to grant.

IX. CODE OF CONDUCT

(1) The Creator agrees to follow the official Buffer Festival Code of Conduct while attending the Festival.

X. OTHER

(1) Buffer Festival reserves the right to rule, in its sole discretion, on cases and situations not foreseen by these Terms.