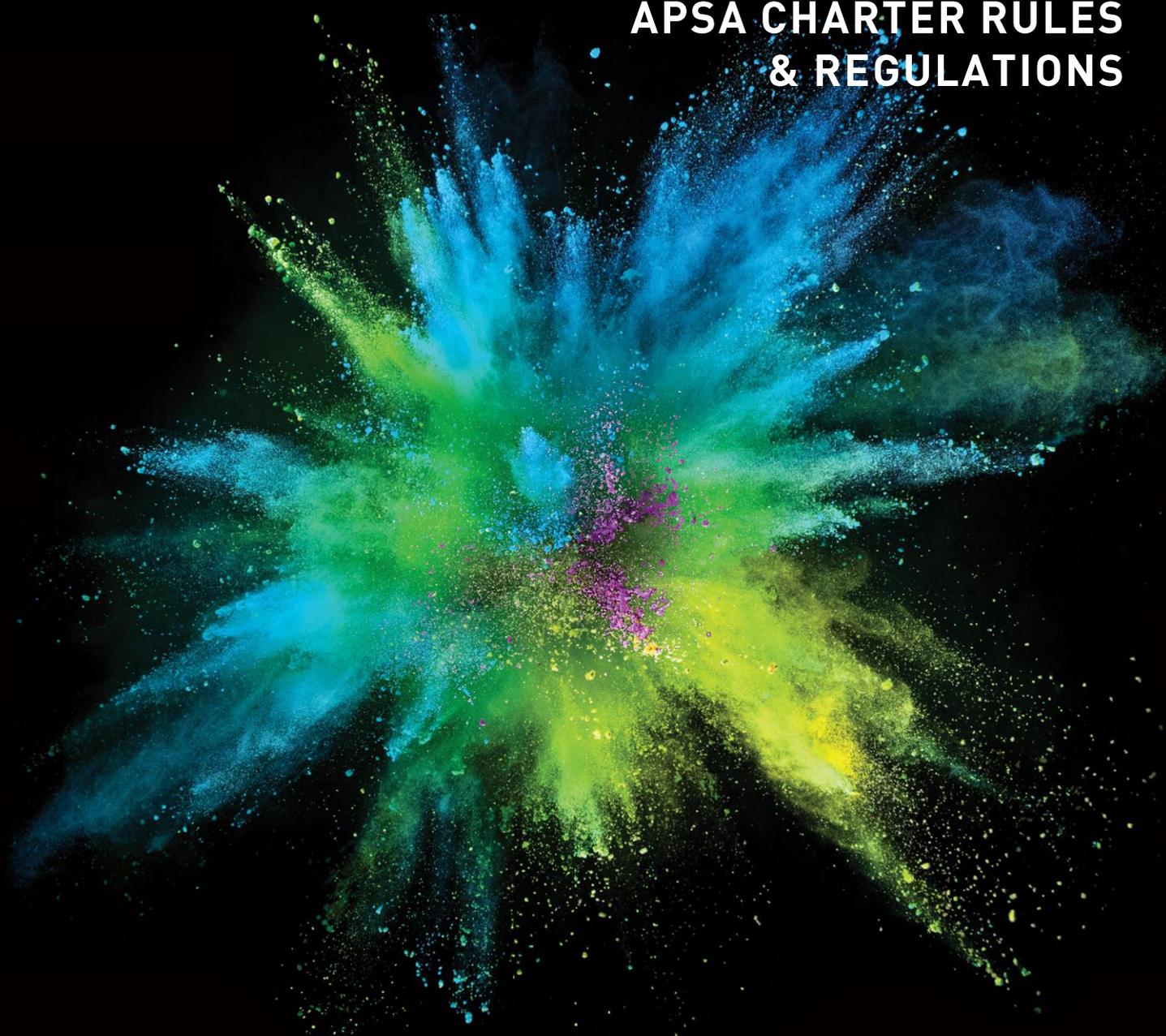




**ASIA PACIFIC
SCREEN AWARDS™**

IGNITING & HONOURING CINEMATIC EXCELLENCE

**APSA CHARTER RULES
& REGULATIONS**





APSA CHARTER RULES AND REGULATIONS

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APSA CHARTER RULES AND REGULATIONS

PART A: INTRODUCTION

Asia Pacific Screen Academy Pty Ltd ACN 642 301 022 of 1866 Logan Road, Upper Mount Gravatt, QLD 4122 Australia, an Australian proprietary company, limited by shares, will present the Asia Pacific Screen Awards (**APSA**). This Charter sets out the eligibility criteria and other rules applicable to the 2020 Young Cinema Award in partnership with GFS and NETPAC. The full Asia Pacific Screen Awards Charter will be released in 2021.

1. Aims and Endorsements

- 1.1. The Asia Pacific Screen Awards aims:
 - to acclaim filmmaking in the Asia Pacific region that best reflects its culture, origins and cinematic excellence;
 - to award the people behind this excellence;
 - to promote this outstanding work in film to a global audience in order to broaden the market appeal of such works;
 - to encourage the collaboration of filmmakers in the region;
 - to develop, through film, greater understanding of the region's various cultures; and
 - to recognise the creativity of our neighbouring cultures in the vast Asia Pacific region and, in doing so, take it to the world.

2. Young Cinema Award in partnership with GFS and NETPAC

- 2.1. Films will be considered in the following feature-length film types:
 1. Fiction
 2. Youth
- 2.2. Films are invited to be 'In Competition' at the Asia Pacific Screen Awards. Upon receipt of all entry materials the Producer(s) and/or authorised representatives are provided with the official APSA 'In Competition' laurel for promotional use with the film.
- 2.3. The winner is determined by an APSA Jury and winners are announced during an awards presentation. Producer(s) and/or authorised representatives are provided with the official APSA 'Winner' laurel for promotional use with the film.

3. Award Vessel

- 3.1. Winners will receive a unique artisan made hand-crafted award vessel.
- 3.2. One (1) award vessel will be presented to the winning filmmaker(s) for each category at the Awards Ceremony.
- 3.3. Additional award vessels requested by the winners can be provided at their expense.

4. APSA Academy

- 4.1. All nominees and winners from the awards categories will automatically be inducted into the Academy of the Asia Pacific Screen Awards.



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- 4.2. Members of the APSA Academy are granted exclusive access to submit to the MPA APSA Academy Film Fund for project script development, as well as other networking and development opportunities.

PART B: ELIGIBILITY

Only films that meet the following conditions may be submitted or invited for competition in the Asia Pacific Screen Awards.

1. Definition of the Asia Pacific Region

In this Charter, the "**Asia Pacific Region**" encompasses the 70 countries and areas listed in **Appendix I**. The inclusive APSA-defined region is based on culture and heritage rather than politics, borders or boundaries.

Films submitted or invited to be considered for the Asia Pacific Screen Awards must have been predominantly created in the Asia Pacific Region; have been predominantly created by filmmakers from the Asia Pacific Region and must reflect the cultural origins of the country or area in accordance with **The Test** (see **Appendix II**).

2. The Test

- 3.1 A film will qualify as a film from the Asia Pacific Region if it satisfies the criteria set out **The Test** (see **Appendix II**). A film will be eligible if it achieves at least nine (9) out of a possible twelve (12) maximum points in 'Content', and at least ten (10) out of a maximum nineteen (19) in 'Creatives'.
- 3.2 The Executive Director of APSA will, on behalf of APSA, make the final decision on the qualifying submissions and invitations applying **The Test** in its absolute discretion and may make an exception to a film that does not qualify if the resultant decision is based on the Asia Pacific culture and heritage content of the film.
- 3.3 The Executive Director of APSA may take in to account the production support of non-Asia Pacific countries or areas that have had major producing roles to support and nurture a film from the Asia Pacific region. This reflects the growing non-border co-production environment of world cinema.
- 3.4 The Executive Director of APSA has the right to make case-by-case exceptions for entries that fail to meet the minimum required points, provided the film has an Asia Pacific Director.

3. General

- 3.1. Films must be feature-length, defined as **over 60 minutes** for fiction and youth films and **over 40 minutes** for animated and documentary films.
- 3.2. All films provided to APSA must be final and complete. No working titles will be accepted, unless by written agreement from the APSA Secretariat.

4. Premiere Status

- 4.1. Films must be:
 - theatrically released; **or**
 - presented at an international film festival; **or**
 - released on a video-on-demand (VOD) platform.
 - A documentary may also be broadcast on free to air, cable or satellite



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television.

- 4.2. Films must have had first public screening (world premiere) or release after **1 August 2019** and before **31 October 2020**. If a film had its world premiere before 1 August 2019, it may be considered eligible if it meets one of the following criteria:
 - Internationally premiered after 1 August 2019; or
 - Released theatrically in its own country after 1 August 2019.
- 4.3. The Executive Director of APSA has the right in exceptional cases to not exercise this rule. The APSA Executive Director may take in to account the prevailing conditions of the country or area and the film industry from which the film has been entered. An example being if the film has been banned or censored in its country of origin and cannot achieve theatrical release.

PART C: COMPETITION ENTRY MATERIALS

1. Competition Entry Materials Required

To make a valid entry into the Asia Pacific Screen Awards competition the Producer(s) and/or authorised representatives must supply by the entry deadline:

- Completed online **Competition Entry Form**.
- A high quality secure **online video link** or **downloadable file** that is permitted to be shared with APSA Secretariat and Nominations Council members for the purposes of determining the nominees for the Asia Pacific Screen Awards.
 - Online links and passwords must remain valid until 26 November 2020.
 - English subtitles are required for all entries not in the English language.
 - Films should be presented in the language of their original production.
 - Watermarks or time coded security on film entries are acceptable for the Competition stage.
- Five (5) high-quality **film stills** (minimum 300dpi).
- Electronic **press kit**.

2. Entry Fees

- 2.1. There are no entry or submission fees associated with the Asia Pacific Screen Awards.
- 2.2. Producer(s) and/or authorised representatives must bear the cost of producing any entry materials.

3. Entry Deadline

- 3.1. Entries for Invited Films are upon receipt of the official APSA invitation.
- 3.2. The deadline for Invited Films will be determined on a case by case basis and will be included in the official invitation sent by APSA.



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PART D: SELECTION OF NOMINEES AND WINNERS

1. Selection Process

- 1.1. The Young Cinema Award Jury will determine the winner of the Young Cinema Award in partnership with GFS and NETPAC from the pool of fiction films in competition.
- 1.2. Jury members are independent, suitably qualified experts, selected and appointed by APSA.
- 1.3. The Jury will be headed by a Chair or President.
- 1.4. The jury will provide, at selection and deliberation meetings, a full and fair consideration of the merits of all eligible films.
- 1.5. All deliberation meetings will be attended by an independent scrutineer who is registered by the Australian Securities and Investment Commission.
- 1.6. All Jury members will sign confidentiality and conflict of interest declarations.
- 1.7. Any person determined by APSA to have taken part in, or to have or perceived to have an interest in relation to, the production or distribution of a film in the Asia Pacific Screen Awards competition will declare that interest and will not vote for the film(s) with which the person has declared an interest. APSA and the independent scrutineer will oversee the declared interest and voting process to maintain the integrity of this rule and the overall voting process.
- 1.8. Juries will be provided with access to secure online screener links as provided by Producer(s) and/or authorised representatives and may deliberate on nominees and winners via a virtual platform.
- 1.9. In the case of tied votes at any stage, the independent scrutineer will detail the votes cast to the Chair or President, who will either:
 - exercise a casting vote; or
 - ask the Jury to deliberate further and vote again in order to reach a definitive decision; if this fails, the Chair or President will exercise a casting vote.

The final results will be known only by APSA Secretariat, the Jury, and will be scrutinised by an independent scrutineer. All decisions made by APSA Secretariat, the Jury are final and no correspondence will be entered into.

PART E: FILM MATERIALS

1. Grant of Rights to Film Materials

- 1.1. The Producer(s) and/or authorised representatives acknowledge and agree that they are solely responsible for obtaining all necessary authorisations and/or licences relating to the use of copyright material and material containing the intellectual property rights of any person in the film materials (including licences of moral rights). APSA takes no responsibility for any failure by the Producer and/or authorised representatives to obtain any necessary authorisations and/or licences.
- 1.2. The Producer(s) and/or authorised representatives agree APSA has the right to:
 - Screen the nominated film free of charge to Jury members for the purposes of determining the winners of the Asia Pacific Screen Awards.
 - Screen film excerpts on large screens and monitors at the Awards



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Ceremony and at any pre- and post-Asia Pacific Screen Awards Ceremony functions.

- Make the film screener privately available to nominees and accredited press in the days leading to the Awards Ceremony.
- Share film information with press.
- Use the supplied competition entry materials as well as nominated film materials at the Awards Ceremony, at pre- and post- Awards Ceremony functions, and in marketing collateral.
- Use supplied materials to publicise the Asia Pacific Screen Awards by any means including on its website, social media, YouTube video channel, in highlights trailers, in public relations, advertising and promotional materials related to the Awards Ceremony or the Asia Pacific Screen Awards themselves.
- Incorporate (and permit its assignees, licensees, producers, agents and contractors to incorporate) selected excerpts and stills from the film into television programs produced by APSA (or an assignee, licensee, producer, agent or contractor of APSA) in relation to any Asia Pacific Screen Awards Ceremony or function where all intellectual property rights will be owned by APSA and or licensed to other third party licensees at APSA's absolute discretion (including for transmission an unlimited number of times of each of the programs and in any version thereof, in whole or in part via any and all media now known or hereafter developed in perpetuity).
- Translate (and authorise third parties to translate) the materials or excerpts into any and all languages.

PART F: GENERAL

1. Authority/Dispute

1.1. APSA Secretariat reserves the right in its sole and absolute discretion to:

- Determine whether an entry is validly made in accordance with this Charter;
- Reject any entry that is not validly made in accordance with this Charter;
- Determine what process, if any, it may adopt to resolve the validity of any entry;
- Determine the appropriate film categories for any film and override the selection of the film category made by the entrant;
- Determine the composition of the Jury;
- Vary the awards that are presented or introduce new awards categories into the Asia Pacific Screen Awards;
- Settle all disputes in relation to this Charter and the Asia Pacific Screen Awards;
- Settle all cases in relation to the Asia Pacific Screen Awards that are not covered by this Charter; and
- Delegate any power, right or discretion under this Charter conferred on it to the APSA Secretariat.



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- 1.2. In the event of any dispute concerning credits, APSA reserves the right to declare any film ineligible or, alternatively, to reject all claims to credit, list the credits as being in controversy and withhold any award until the dispute is resolved.
- 1.3. The decisions of APSA will be final and binding, and no correspondence will be entered into.

2. Representations and Warranties

- 2.1. Producers and/or authorised representatives represent and warrant in respect to each film that it has delivered to APSA, and any materials that it delivers to APSA, that:
 - the film and any other materials delivered to APSA comply with the terms and conditions set out in this Charter.
 - it has the unrestricted authority to enter the film in the Asia Pacific Screen Awards and grant the rights specified in this Charter whether in its own right or on behalf of any third party directly or indirectly associated with it;
 - the information that it has or will provide to APSA is complete and accurate;
 - it will not make any statement or act in any manner which, in the opinion of APSA, may bring the reputation of the Asia Pacific Screen Awards into disrepute;
 - the film is its original work and it is the owner of the copyright in the film;
 - the copyright in the film and any materials delivered with its entry and the dramatic and musical material upon which it is based or which are contained in the film or materials delivered to APSA will be valid and subsisting for the full term of copyright and (if applicable) copyright renewal; neither the film, nor any part of the film, nor any materials contained in the film, nor any other materials delivered to APSA, infringe any trade mark, trade name, contract, agreement, copyright, literary, artistic, dramatic, personal, or property right or right of privacy or any other right whatsoever of, or defames, slanders or libels any person whatsoever;
 - it has not sold, assigned, transferred, conveyed, or otherwise encumbered, and will not sell, assign, transfer, convey, or otherwise encumber to any party, any right, title or interest in and to the film or any materials delivered to APSA or any part of the film or those materials, which would interfere with APSA's employment of the rights granted to APSA under this Charter;
 - it has obtained and will maintain all necessary licences for the production, synchronisation, exhibition, performance, distribution marketing and exploitation of the film and other materials delivered to APSA to exercise the rights granted under this Charter;
 - there is no pending or threatened claim or litigation with respect to the film or other materials submitted to APSA, and the Producer(s), and/or Sales Agent, and/or Distributor will promptly notify APSA if any claim should be made or any litigation should be commenced with respect to the film or other materials submitted to APSA.

3. Indemnity

- 3.1. Producer(s) and/or authorised representatives hereby agree to indemnify, defend and hold APSA, its parent, subsidiary, related and affiliated entities and each of



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their officers, directors, agents, representatives, shareholders and employees harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable legal fees and court costs, suffered by APSA as a result of:

- any breach by the nominating film organisation or the Producer(s) and/or authorised representatives of the representations and warranties or other terms and conditions set out in this Charter; and
 - any use by APSA (or any of its licensees, producers, agents or contractors) of the film or any other materials submitted to APSA in accordance with this Charter violating or infringing any trade mark, trade name, contract, agreement, copyright, literary, artistic, dramatic, personal, or property right or right of privacy or any other intellectual property rights whatsoever of any third party, or defaming, slandering or libeling any person whatsoever.
- 3.2. The Producer(s) and/or authorised representatives acknowledge and agree that APSA will not be responsible for paying any fees or copyright royalties in relation to film materials.
- 3.3. While APSA will take reasonable steps to prevent any unauthorised third parties from accessing or misusing any film that is provided for consideration by the APSA Secretariat, Nominations Councils and/or Juries, APSA will not be responsible for any unauthorised access or misuse or any loss and/or damage of a film and nominated materials.
- 3.4. While APSA will take reasonable steps to ensure a secure platform is in place for any virtual deliberations and discussions, APSA will not be responsible for any technological failures or disclosure of confidential information.

4. Rules for Publicity and Promotions

- 4.1. Films in competition and winners may refer in advertising and publicity to the fact that they are In Competition with or an Asia Pacific Screen Awards nominee or winner. The Producer(s) and/or authorised representatives must (and must ensure their distribution companies agree to) use the exact wording of the Asia Pacific Screen Awards and display of the APSA award laurel as set out by the Asia Pacific Screen Awards.
- 4.2. The Producer(s) and/or authorised representatives agree to refer to (and procure that their distribution companies refer to) the nomination or the award in all future promotion campaigns, for example, on poster and day bill campaigns, in magazine and newspaper advertising and in trailers with In Competition, Nominated and Winner Laurels of the Asia Pacific Screen Awards provided at the time of notification.
- 4.3. The Producer(s) and/or authorised representatives acknowledge and agree that APSA owns all intellectual property rights (including copyright, trade mark, confidential information, design and patent, whether Australian or foreign, and whether registered or unregistered) in the Asia Pacific Screen Awards including all intellectual property rights in the name "Asia Pacific Screen Awards" and any other registered or unregistered trade mark, brand, slogan, logo, emblem or other device now used or developed in the future relating to the Asia Pacific Screen Awards.

5. Force Majeure Event

- 5.1. In the circumstance of a Force Majeure Event:



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- APSA will not be liable for any delay or failure to perform its obligations as described in this Charter; and
 - APSA may make alternative arrangements to proceed with the Competition in a matter it sees fit.
- 5.2. For the purposes of this clause, a Force Majeure Event means any event that is not reasonably within the control of the parties including inclement weather, lighting strikes, fire, flood, inundation, earthquakes, smoke, explosions, bomb threats, epidemics, pandemics, labour troubles, strikes or other industrial disturbances, inevitable accidents, war (declared or undeclared) embargoes, blockades, legal restrictions, riots and threats of damage to person or property.

6. General

- 6.1. This Charter is governed by and must be construed according to the law applying in Queensland, Australia and each entrant irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time in relation to this Charter.
- 6.2. This Charter may be varied by APSA Secretariat in its absolute discretion and any variations will be binding on each entrant once such variations have been published on the APSA website.
- 6.3. APSA may assign, novate or otherwise transfer any of its rights or obligations under this document without the prior consent of any person. Each entrant cannot assign, novate or otherwise transfer any of its rights or obligations under this document without the prior consent of APSA.

7. Interpretation

In this document:

- headings are for convenience only and do not affect interpretation;
- an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally;
- "person" "Producer(s)" and "authorised representatives" include an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- a reference to a document (including this document) is to that document as varied, novated, ratified or replaced from time to time;
- a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- "includes" in any form is not a word of limitation.



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8. Contact Details

APSA can be contacted via:

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APPENDIX I: APSA DEFINITION OF THE ASIA PACIFIC REGION

The APSA definition of the countries and areas that comprise the Asia Pacific region has been based on culture and heritage rather than politics, borders or boundaries.

ASIA

South Central Asia

1. Afghanistan
2. Bangladesh
3. Bhutan
4. India
5. Islamic Republic of Iran
6. Kazakhstan
7. Kyrgyzstan
8. Maldives
9. Nepal
10. Pakistan
11. Sri Lanka
12. Tajikistan
13. Turkmenistan
14. Uzbekistan

South Eastern Asia

15. Brunei Darussalam
16. Cambodia
17. Indonesia
18. Lao People's Democratic Republic
19. Malaysia
20. Myanmar
21. Philippines
22. Singapore
23. Thailand
24. Timor-Leste
25. Vietnam

Eastern Asia

26. People's Republic of China including:
 27. Hong Kong (PRC)
 28. Macau (PRC)
 29. Taiwan
30. Democratic People's Republic of Korea
31. Japan
32. Mongolia
33. Republic of Korea
34. Russian Federation

Western Asia

35. Armenia

36. Azerbaijan
37. Bahrain
38. Egypt
39. Georgia
40. Iraq
41. Israel
42. Jordan
43. Kuwait
44. Lebanon
45. Oman
46. Qatar
47. Saudi Arabia
48. Syrian Arab Republic
49. Turkey
50. United Arab Emirates
51. Yemen
52. Palestine

PACIFIC

53. Australia
54. New Zealand

Micronesia

55. Federated States of Micronesia
56. Guam
57. Kiribati
58. Marshall Islands
59. Nauru
60. Palau

Melanesia

61. Fiji
62. Papua New Guinea
63. Solomon Islands
64. Vanuatu

Polynesia

65. Cook Islands
66. Niue
67. Samoa
68. Tokelau
69. Tonga
70. Tuvalu



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APPENDIX II: THE TEST

A film will be eligible if it achieves at least nine (9) out of a possible twelve (12) maximum points in Item 1 and at least ten (10) out of a maximum nineteen (19) in Item 2 of the criteria.

| Item 1. | Content | Weighting |
|--------------|--|----------------------|
| A. | Film is based on subject matter or underlying material from or about the Asia Pacific region; | Maximum of 3 points |
| B. | Film is predominantly (over 50%) set in the Asia Pacific region; (Films set outside of Asia Pacific, that deal with Asia Pacific diaspora may be awarded a maximum of 2 points) | Maximum of 3 points |
| C. | Lead Characters are from the Asia Pacific region; | Maximum of 3 points |
| D. | Original dialogue recorded in a language from the Asia Pacific region. Silent Films will receive the maximum of 3 points. | Maximum of 3 points |
| Total | | Maximum of 12 points |
| | | |
| Item 2. | Creatives | |
| E. | The majority of creative talent must be predominantly from the Asia Pacific region, meaning they must be born in the Asia Pacific region or hold a current passport from a country or area in the region or normally reside in the region. | |
| | i. Director/Co-Director | 3 |
| | ii. Screenwriter | 3 |
| | iii. Producer/Co-Producer | 3 |
| | iv. Cinematographer | 2 |
| | v. Editor | 1 |
| | vi. Composer | 1 |
| | vii. Lead Actors: | |
| | Lead (1) (Male or Female) | 2 |
| | Lead (2) (Male or Female) | 2 |
| | viii. Additional points for APSA Academy member involvement in any of the above key roles | 2 |
| Total | | Maximum of 19 points |