Screenwest Production Directory Terms & Conditions

The below terms and conditions must be read and agreed to before you are able to create a Crew & Services Directory entry. Screenwest reserves the right to modify these Terms and Conditions at any time.

- The Listee must be a Western Australian Resident or Company as defined in Screenwest <u>Terms of Trade</u> and be able to supply proof of residency (physical address). A Post Office Box address or other mailbox address is not sufficient.
- To be eligible to be listed on the Directory, the Listee must provide at least one paid, verifiable production credit on a project that has been either broadcast or theatrically released (film, television, commercial, animation, online or video game) for each category listed.[CM1]
- Student, short films amateur productions and web series other than those commissioned by a broadcaster are not applicable.
- Listees must be 18 years of age or older to register.
- Screenwest reserves the right to contact the Listee regarding Crew & Services Directory issues via the email address he/she provides.
- To maintain a listing in the Screenwest Crew & Services Directory, the Listee must log in and view and update their listing every 2 years.
- Screenwest reserves the right to archive listings that are not updated annually. Archived listings are not able to be viewed online.
- Listees must update their listing as soon as possible if changing business address or residency.
- To be associated with a business that already has a listing within the directory Screenwest will send a validation request to the administrator of the company listing.
- Listees warrant that the information they provide is true and accurate
- Listees warrant that they will not submit any information or material to the Crew & Services Directory that is copyrighted or otherwise subject to any third party proprietary right, unless they are the owner of such rights in the material of have the permission of the rights owner to use the information and grant Screenwest all necessary licences to enable them to use such information in the Crew & Services Directory
- New and updated listings will be temporarily unavailable until they have been verified which can take up to 5-10 business days. If you have not received notification about your application within 14 days please contact pd@screenwest.wa.gov.au.
- Screenwest reserves the right to remove a listing from the site in the event a listing contains false or misleading information, including individuals who are determined to be non-residents.
- Screenwest is entitled to remove any content it deems to be offensive, obscene, unlawful, inappropriate, defamatory or infringing on the rights (including copyright) of any third party
- Screenwest will correct factual errors that come to our attention, and we welcome all parties to inform us of inaccuracies.
- Screenwest will not sell, loan or pass on any part of the Crew Directory to any individuals or organisations, other than in the course of a production enquiry.
- Screenwest has the right to publish, reproduce and make available the information on the Crew & Services
 Directory for statistical and promotional purposes, including but not limited to, promoting the
 practitioner/company, promoting Screenwest and its activities, promoting Western Australia as a film location, and
 promoting the Western Australian screen industry.
- Screenwest may use the data in the Crew & Services Directory to contact the Listee from time to time by email or letter about events, activities, publications and our other services that may be of interest or beneficial to the Listee.
- Screenwest is the designated data controller for this Crew & Services Directory database. The Listees have the right to access their records held on the Crew & Services Directory at any time.
- To combat internet fraud a confirmation process is used. Please ensure that you have included a valid email address for your application to be successful.

- The Listee indemnifies Screenwest against all loss, legal fees, damages and other expenses that may be incurred by Screenwest as a result of any breach of any of these terms and conditions.
- Screenwest, including its officers, employees and agents does not accept any liability including liability for negligence, for any loss resulting from the inclusion of a Listee's information in the Crew & Services Directory or from any action by Screenwest to preclude a Listee from inclusion in the Crew & Services Directory
- Screenwest makes no assurances that any Listees will be engaged by third parties as a result of using the Crew & Services Directory