

Village Cinemas Australia Pty Ltd and Open Channel Cooperative Limited (“Promoters”)

UNSCENE Short Film Competition (“Promotion”)

### **CONDITIONS OF ENTRY**

1. Information on how to enter the Promotion and details of the prize form part of these Conditions of Entry.

2. Entry into this Promotion is deemed to be acceptance of these Conditions of Entry.

The Promotion is open to individuals who:

- i. Are residents of Australia; and
  - ii. Have not been discovered to have breached Conditions of Entry of previous contests run by the Promoters
  - iii. Are over 18 years of age
  - iv. Have not already produced or directed a short film which has been made with full or part financing from a government film financing agency.
- (“Entrants”)

3. By entering this Promotion, Entrants agree to be bound by these Conditions of Entry. The Promoters reserve the right to verify the validity of entries and to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with these Conditions of Entry. It is a Condition of Entry that Entrants are able to accept the prizes as stated.

4. All prices stated are in Australian dollars. All references to times and dates are to times and dates in Melbourne, which may be Australian Eastern Standard Time (“AEST”) or Australian Eastern Daylight Saving Time (“AEDT”) depending on the date. All times are stated using the 24-hour clock.

### **HOW TO ENTER**

5. To enter the Promotion, Entrants will be required to:

- i. Produce a short film that adheres to the theme “Young people in the screen industry and the impact on their future by piracy” (“the Film”). The Film can be a drama, comedy, documentary, mockumentary, experimental or any hybrid of these forms.
- ii. Submit a film of a maximum of 5 minutes (including credits) and which must adhere to the Conditions of Entry and Privacy Policy (“Entry”).
- iii. Upload the completed film via Vimeo onto the micro site: [www.unscenefilms.com.au](http://www.unscenefilms.com.au) (“Promotion Website”) between Monday August 1, 2016 at 01:01 AEST and Friday September 30, 2016 at 23:59 AEDT.

## ONLINE VOTING

6. The voting system will be as follows:
  - i. From Saturday October 1 2016 each Entry will be available to view through the Promotion Website where online voting will commence.
  - ii. A person can only cast one vote during the Promotion.
  - iii. Voting closes on Friday October 28, 2016 at 23:59 AEDT.
  - iv. A shortlist of finalists will be determined from the online voting poll.
  - v. A panel of representatives from Village Cinemas, Open Channel and industry will select the winners ("Judging Panel").
  - vi. The final winner and second and third place winners will be announced on Monday November 28 2016 at an invitation only gala evening event.
7. Any cost associated with accessing the Promotion Website is the Entrant's responsibility and is dependent on the Internet service provider used.
8. Any cost associated with the making and production of the Film is the Entrant's responsibility.
9. No responsibility will be taken by the Promoters for any ineligible or lost entries or entries submitted or received by the Promoters after the closing date. Entries that do not comply with these Conditions of Entry, are incomplete, or submitted or received by the Promoters after the closing date, will be declared void.

## KEY DATES

10. The Promotion commences on Monday August 1, 2016 at 12:01 (AEST) and concludes on Friday October 28, 2016 at 23:59 (AEDT) ("Promotion Period").
11. Entries close Friday 30 September 2016 at 23.59 AEDT.
12. The online voting for the shortlisted finalists will commence on Saturday 1 October 2016 01.01 AEDT.
13. The online voting for the shortlisted finalists will end on Friday 28 October 2016 at 23.59 AEDT.
14. A shortlist of finalists will be announced on Friday November 25, 2016.
15. The winners of the Promotion will be announced by the panel of judges at the Gala Event held on Monday November 28, 2016 at Rivoli Cinemas, Hawthorn, Victoria.
16. The winners will have their details (initial, surname and postcode) published in the public notices section of The Australian newspaper on Tuesday 29 November. The result of the Promotion is final and no correspondence will be entered into between the Promoters and unsuccessful applicants regarding the outcome of their Entry.

17. **UNCLAIMED PRIZE DRAW:** The Promoters reserve the right to choose new winners in the event of an Entrant failing to comply with these Conditions of Entry or forfeiting or not claiming the prize by Monday 5 December, 2016. If any prize remains unclaimed by that date, the Promoters will select a new winner and notify the winner and the winner's details will be announced in The Australian newspaper on Monday 19 December, 2016.

## **ENTRY REQUIREMENTS & VERIFICATION**

18. Only one Entry into the Promotion per Entrant is permitted to be submitted to the micro site: [www.unscenefilms.com.au](http://www.unscenefilms.com.au).

19. The Entrants each warrant that the Film submitted is original, that they are the owner and producer of the Film and entitled to submit it for the purpose of this Promotion and that they hold all rights, titles and interests (including copyright) in the Film. Further, each Entrant warrants that they have received written permission including but not limited to: use of images; all music whether background or featured; use of people's identity; intellectual property rights of other rights owners to use their material in the Film including footage, stills, artwork, quotes; and any necessary talent release forms and consents from anyone appearing in the Film have been duly obtained. The Entrant shall provide copies of any or all such documents upon request from the Promoters.

20. The Promotion may be subject to verification by the Promoters. All Entrants **MUST** also deliver to the Promoters (by a means reasonably determined by the Promoters) copies of any documents the Promoters may request establishing eligibility to enter or win the Promotion, including but not limited to evidence of age, residence or identity ("Additional Documents"). The Promoters may make one or more requests for Additional Documents. Once the identity of Additional Documents is established, an Entrant must deliver requested Additional Documents within 7 days of being asked to do so. At the Promoters' request, an Entrant **MUST** also, within 7 days of being asked to do so, allow the Promoters to inspect a copy of the original of any Additional Documents.

21. The Promoters may, in their absolute discretion, disqualify any Entrant and declare any or all entries made by an Entrant invalid if an Entrant:

- i. Tamper with the entry process, including use of any automated entry software or any other mechanical or electronic means that permit the Entrant to enter repeatedly; or
- ii. Tamper with the operation of the Promotion or web site or is/are found to be using multiple aliases, household addresses or email addresses; or
- iii. Acts in a disruptive manner; or
- iv. Fails to establish their entitlement to enter the Promotion to the Promoters' reasonable satisfaction; or
- v. Fails to produce items as required or produces items that, in the Promoters' opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
- vi. Acts in violation of these Conditions of Entry.

## ENTRY DETAILS

22. Entrants can only enter in their own name and be involved in the Direction of one Film entered in the Promotion.
23. An Entry is deemed to be received at the time of uploading the Film onto the micro site.
24. Entrants will receive a confirmation email upon successful receipt of their Entry.
25. Incomplete, illegible or incorrect Entries, Films which are not in the required format or which the Promoter deems to contain offensive or defamatory material, or which breaches or may breach any law or infringe any third party rights, including intellectual property rights, will not be accepted as an Entry and will therefore not be eligible to win a prize.

## MAJOR PRIZES

26. There are three major prizes available to Entrants. The winners will be selected by the Judging Panel.

### First Place Prize Details:

- \$10,000 Cash
- Blackmagic URSA Mini 4K EF Camera, Value - \$7,603
- A short of the winning Film to play nationally across the Val Morgan pre-show for a 12 week period.
- The First Place Film to play in selected Village Cinema locations foyer video walls for six months
- A 12-month Associate Membership of Open Channel
- A mentoring session at Open Channel

Total maximum retail value of the First Place Prize is: \$17,603(AUD).

### Second Place Prize Details:

- \$2,000 Cash
- Blackmagic Pocket Cinema Camera, Value - \$1,535
- The Second Place Film to play in selected Village Cinema locations foyer video walls for six months

Total maximum retail value of the Second Place Prize is: \$3,535

### Third Place Prize Details:

- \$1,000 Cash
- Blackmagic Video Assist 4K, Value - \$1,349
- The Third Place Film to play in selected Village Cinema locations foyer video walls for six months

Total maximum retail value of the Third Place Prize is: \$2,349

27. Prize values are accurate as at Thursday 21 April 2016. The Promoters accept no responsibility for any change in prize value between now and the

end of the Promotion Period. The winner is not entitled to receive any money from any party if there is a difference between the maximum prize value and the actual prize value at the time of the draw.

## **PRIZE CONDITIONS**

28. Prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
29. The Promoters accept no responsibility for any variation in the value, performance, or availability of any element of the prize. The Promoters reserve the right to amend or substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond the Promoters' control, the Promoters are not able to give the prize winner the advertised prize, subject to State legislation. Any incidental costs relating to the prize are the responsibility of the winner.
30. As a condition of accepting a prize, the winners must sign any legal documentation as and in the form required by the Promoters including but not limited to:
- i. a legal release and indemnity form (clause 16); and
  - ii. an irrevocable, exclusive licence to the Promoters concerning the use and display of the Film at the Promoter's discretion without any compensation (other than the Prize) for 12 months from the Promotion start date.
31. In the event any element of the prize outlined in the above is cancelled or postponed for any reason, that element of the prize will be forfeited and no cash or alternative offer will be granted in lieu.
32. The Promoters, in their absolute discretion, at all times reserve the right to:
- i. Prevent any winner and/or their companions from participating in the Activity if, at any time, they reasonably believe that they pose a safety risk or for any other reason; and/or
  - ii. Cancel the Activity if the conditions are deemed dangerous.

## **PRIZE WINNERS**

33. The prizes will be awarded based on the Judging Panel's decision and **ON CONDITION** that the Additional Documents satisfy all of the requirements of the Promoters' verification tests and procedures. Verification and procedures are determined by the Promoters in their absolute discretion.
34. If a winner selected is deemed not to comply with the Conditions of Entry of this Promotion, their entry will be declared invalid and the Judging Panel will determine a new winner.
35. To the full extent permitted by law, the Promoters, their associated companies and agencies exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any prize winner in connection with the Promotion or the prize, including:

- i. any indirect, economic or consequential loss or loss of profits;
- ii. any loss arising from the negligence of the Promoters, their associated companies and agencies;
- iii. any liability for personal injury or death.

36. The Promoters accept no responsibility for any tax implications that may arise from the prize. Independent financial advice should be sought by the winner.

37. The Promoters, other entities associated with the Promotion and their related bodies corporate, and each of their officers, employees and agents shall not be liable for and shall be held harmless in respect of any loss, damage, or injury whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained, as a result of or arising from the winner's acceptance and use of the prize, except to the extent that any such liability cannot be excluded by law.

38. Entry details remain the property of the Promoters. Acceptance of the prize is deemed to be acceptance by the winner of these Conditions of Entry and approval to use the winner's Film, name and photograph for publicity purposes. Further, the winner may be required to participate in media interviews and/or other promotional engagement as determined by the Promoters.

#### **GENERAL**

39. If the Promotion does not run for its duration due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoters' control that corrupts or affects administration, security, fairness or proper conduct of the Promotion, the Promoters reserve the right in their sole discretion to disqualify any individual who tampers with the entry process. The Promoters will not be responsible for:

- i. Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;
- ii. Failure of any Entry to be received by the Promoters as a result of those matters; nor
- iii. Any injury or damage to Entrants or any other person related to or resulting from participation in the Promotion or downloading any materials relating to the Promotion.

40. The Promoters accept no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

41. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters' ability to proceed with the Promotion on the dates and in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoters may in their absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.

42. The Promoters are not responsible for any incorrect or inaccurate information, either caused by the Entrant for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination there of that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of claims.

43. The Promoters reserve the right in their sole discretion to disqualify any individual who the Promoters have reason to believe has breached any of these Conditions of Entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoters' legal rights to recover damages or other compensation from such an offender are reserved.

44. The Promoters assume no responsibility for:

- I. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoters or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; or
- II. any technical difficulties with the Entry mechanism and does not warrant that the Entry mechanism will be available at all times; or
- III. any theft, destruction or unauthorised access to, or alteration of such communications; or
- IV. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion; or

45. Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoters reserve the right to seek damages to the fullest extent permitted by law.

## **PERSONAL INFORMATION**

46. The Promoters collect personal information about Entrants to include Entrants in the Promotion and where appropriate award any prize. If the personal information requested is not provided, the Entrant may not participate in the Promotion.

47. Personal information may also be accessed by the Promoters' marketing and website service providers for the purpose of processing and conducting the Promotion.

48. By entering the Promotion, each Entrant agrees that the Promoters may use Entrants' personal information in this manner. Entrants can also request to gain access to, update or correct any personal information by contacting the Promoters in accordance with the privacy policy. Entrants wishing to opt-in to the Promoters' marketing communications can also use the address below. All personal information will be stored at the office of the Promoters.

49. All Entrants' personal information may be disclosed to State and Territory lottery departments and winner's names published as required under the relevant lottery legislation.

50. The Promoters are Village Cinemas Australia PTY LTD (ABN 36 006 735 002) Jam Factory Complex, 500 Chapel St, South Yarra, VIC 3141 and Open Channel Cooperative Limited ABN 67 060 585 631 of 476 Docklands Drive, Docklands, Victoria, 3008.