

ASIAN STORIES THREE-MINUTE FILM COMPETITION

TERMS & CONDITIONS

1. Terms and Conditions

- 1.1. By applying to submit a project to the Asian Stories Three-Minute Film Competition (herein the Competition), you agree to accept and be bound by the following terms and conditions set by the Australian International Documentary Conference (AIDC) and the Judith Neilson Institute (herein the Organisers), and acknowledge that failure to comply with them may result in disqualification. All national and local laws and regulations shall apply.
- 1.2. Submission to the competition is free of charge.
- 1.3. Entrants can and are encouraged to direct any questions or comments in relation to the Competition submissions to pitch@aidc.com.au.

2. Dates

- 2.1. Project submissions for the Competition open at 00:01 am (AEST) on June 17, 2020 (Opening Date). Submissions will be accepted until 23:59 pm (AEST) July 8, 2020 (Closing Date).
- 2.2. The selected project applicants will be notified by the Organisers mid-July 2020 and will then be contracted to complete the project.
- 2.3. The selected project must be completed within six weeks of being contracted, unless otherwise negotiated with the Judith Neilson Institute directly.

3. Applicants

- 3.1. Each applicant must provide up-to-date and accurate contact information when they submit their entry to enable the Organisers to contact them for further information or update on the status of the entry before or after the Closing Date.

4. Entry Requirements

- 4.1. The Competition accepts submissions that have a minimum of one Australian key creative (Director, Producer, Writer).
- 4.2. Applicants must be the rights holder in the work.
- 4.3. Individuals, teams or companies may apply.
- 4.4. Applicants must be 18 years of age or over.
- 4.5. Submission materials must be emailed to pitch@aidc.com.au with the subject header **“Asian Stories Competition Submission”**.
- 4.6. The Competition is open until 23:59PM (AEST) Wednesday 8 July 2020. Submissions that are received after the deadline will not be accepted.
- 4.7. The Organisers accept no responsibility for submissions not received for any reason.
- 4.8. The Organisers reserve the right, at any time, to verify the validity of entrants (including an entrant’s identity and citizenship status) and reserves the right, in its sole discretion,

to disqualify any individual who the Organisers have reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper conduct calculated to interfere with the fair and proper conduct of the promotion.

5. Unacceptable Entries

- 5.1. Project submissions received after the Closing Date and/or are not in accordance with the entrant and entry requirements set out in clause 3 and 4 respectively will not be accepted.

6. Outcome

- 6.1. The Organisers decisions will be final and no correspondence will be entered into in relation to their deliberations or decisions.
- 6.2. The selected submission will enter a contract with the Judith Neilson Institute with dates to be negotiated with the Judith Neilson Institute. AIDC will not be party to these decisions.
- 6.3. The disbursement of funds from the Judith Neilson Institute to the selected project will take place in the following stages:
 - 50% on contracting;
 - 30% on approval of rough-cut;
 - 15% on approval of fine cut;
 - 5% on approval of final master and deliverable assets.
- 6.4. The total funds made available for the project by the Judith Neilson Institute will equal \$30,000 (plus GST).

7. Warranties

- 7.1. By submitting a project to the Competition, the applicant warrants to the Organisers that they own all intellectual property rights in their submission and that their submission:
 - 7.1.1. is original, incomplete and unbroadcast;
 - 7.1.2. does not infringe the copyright or any other intellectual property rights of any other person;
 - 7.1.3. does not defame or invade the privacy rights of any third party;
 - 7.1.4. does not infringe any other legal rights, regulations or laws.
- 7.2. By submitting a project to the Competition, the applicant agrees to be bound by the rules and terms and conditions as set out by the Organisers.
- 7.3. The Organisers shall use their best endeavours to treat all submissions confidentially. However, the applicant acknowledges that the selected project may potentially receive wide exposure as a result of the Competition.
- 7.4. There is a chance that a number of ideas submitted as part of this Competition – including the applicant's – may contain subject matter, themes, activity, characters and other material that is similar to other projects submitted to the Competition. The applicant acknowledges that the Organisers are not liable in the event that the project submitted by the applicant is in any way similar to a project selected by the Judith Neilson Institute now or in the future.

8. Liability

8.1. Except for any liability that cannot by law be excluded, including the statutory guarantees under the Competition and Consumer Act 2010 (Cth), the Organisers (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence) for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (i) any technical difficulties or equipment malfunction; (b) any theft, unauthorised access or third party interference; (iii) any submission that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Organisers) due to any reason beyond the control of the Organiser; (d) any tax liability incurred by the winner or entrant.

8.2. The selected applicant must provide a Certificate of Currency of up to \$20million Public Liability Insurance prior to executing the agreement.

9. Data

9.1. Any information provided in relation to the Competition that constitutes personal information under the Privacy Act 2001 (Cth) will be governed by the AIDC Privacy Policy located at <https://www.aidc.com.au/privacy-policy/> and these Terms and Conditions. All applicants agree to be bound by the AIDC Privacy Policy by submitting a project for consideration.

10. Miscellaneous

10.1. These terms and conditions shall be governed by the laws of Victoria, Australia and each entrant submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them.

11. The Organisers contact details are:

11.1. AIDC Ltd ACN 098 558 313 of PO Box 81 Flinders Lane, Melbourne, Victoria, 8009.

11.2. Judith Neilson Institute ACN 624 941 724 of 12-16 Queen Street, Chippendale NSW