



### **'Keep The Vibe Alive' - Competition Entry Terms and Conditions**

1. The 'Keep The Vibe Alive' competition (the Competition) is run by Cancer Council Victoria (ABN 61 426 486 715), trading as Cancer Council Victoria of 615 St Kilda Road, Melbourne VIC 3004 and Melbourne Queer Film Festival Inc. (ABN 47 483 109 783) (the Promoter).
2. 'Keep The Vibe Alive' is a short film competition which aims to promote health and wellbeing in the LGBTIQ community. Filmmakers are invited to develop a short film (30-55 seconds) which shows how to 'keep the vibe alive' by not interrupting intimate or important moments with a cigarette. It will have two stages. First, the pitch stage, where entrants will submit their film ideas and five finalists will be chosen by a panel of judges. Second, the final film stage where each finalist will submit their final film for judging by the public on Facebook. A winner will then be chosen.
3. Information on how to enter forms part of the terms of entry. Entry into the Competition is deemed acceptance of these official Terms and Conditions and a representation that an entrant meets the entry requirements.
4. The competition is a game of skill, and chance plays no part in determining the winners.
5. Entry is open to filmmakers across Australia aged 16 and over. Entrants who are under 18 years of age will require parental permission to enter. A signed consent form must be provided on entry. If no consent form is provided, an entry will not be accepted.
6. Employees (and their immediate families) of the Promoter and agencies associated with this promotion, including Thorne Harbour Health and Minus18 are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's age or identity). In addition, the Promoter reserves the right to request finalists or the winner to provide proof of identity, proof of age and proof of address at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Promoter.
8. The Promoter reserves the right, absolutely, to disqualify any entrant who submits an entry that the Promoter considers is not in accordance with these Terms and Conditions.

#### **Key dates:**

9. The pitch component of the competition commences on 11 October 2018 at 10:00am (AEST) and concludes on 19 November 2018 at 10:00am (AEDT). Concept submissions received after that time will not be accepted.
10. Finalists will be announced on 22 November 2018 at 10:00am (AEDT).



11. Finalists must submit their final film by 17 January 2019 at 10:00am (AEDT).
12. The public voting component of the competition commences on 22 January 2019 at 10:00am (AEDT) and closes on 5 February 2019 at 10:00am (AEDT).
13. The winner of the competition will be announced and screened at the Melbourne Queer Film Festival launch event on 12 February 2019.

#### **How to enter:**

14. To enter participants must visit <https://www.quit.org.au/articles/keep-vibe-alive/> and complete the process detailed on that page.
15. After registration, participants must email their pitch to [mqff@cancervic.org.au](mailto:mqff@cancervic.org.au) with either their pitch as an attachment or a link to download via Dropbox, sharebox, Yousendit etc.
16. To enter, participants must provide:
  - a script
  - a synopsis of the film
  - a budget detailing how the participant would spend the \$4,000 grant to produce the film.
  - a short bio about the entrant, and
  - links to previous work (if applicable)
17. The participant's film concept can be submitted in the format of their choice, but may include a written pitch, a storyboard, photos and illustrations, dot points or a fully produced video.
18. Films must not be made to a rating higher than M. Refer to this website for more information on the M rating. <http://www.classification.gov.au/Guidelines/Pages/M.aspx>
19. All concept submissions must be physically achievable and financially viable.
20. All entries must be an independent and original creation by the participant and free of any claims that they infringe any third party rights. Entries must not have been published previously and/or have been used to win prizes in any other competitions. Inaudible, illegible, incomprehensible and incomplete entries will be deemed invalid.
21. Entrants in the competition may enter as many times as they like. However, an entrant can only have one film progress to the finalist stage.

#### **Finalists**

22. Five finalists will be selected by a judging panel made up of representatives from Quit Victoria, Thorne Harbour Health, Melbourne Queer Film Festival, and Minus18 when the judges meet on 19 November 2018.
23. The five finalists will be the entries who, in the opinion of the judges, have most effectively:
  - a. Executed the brief,



- b. Met the following criteria: innovation, creativity, relevance and relatability, and
  - c. Created a submission suitable for use as a short film.
24. The five finalists will be announced on 22 November via the website [www.quit.org.au/keep-the-vibe-alive](http://www.quit.org.au/keep-the-vibe-alive) and on the Melbourne Queer Film Festival and Quit Facebook page and via telephone.
  25. The judges may select additional, reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
  26. The Promoter's decision is final and no correspondence will be entered into.
  27. The five finalists will each receive a grant of \$4000 (the Grant) to create their film. If a finalist is under 18, the Grant will be paid to their parent or guardian. The Grant may be paid to a third party production company to produce the film. The Grant will be paid as bank transfer to the entrant's nominated Australian bank account.
  28. Participants will be required to provide their contact details to Cancer Council Victoria for payment of their grant if they are selected as a finalist. If, for any reason, a finalist is not contactable by 23 November 2018, then the Grant will be allocated to the next best entrant as assessed by the judging panel.
  29. By accepting the Grant, the finalists agree to participate in and co-operate as required with all reasonable media editorial requests relating to the Competition, including but not limited to, being interviewed, photographed and filmed, and being present at the MQFF 2019 launch event.
  30. Finalists from outside Victoria are financially responsible for their own flights, accommodation and all expenses in attending the MQFF launch event.
  31. The finalists must spend the Grant in accordance with the budget submitted on entry, unless otherwise agreed. Proof of expenditure must be provided on request.
  32. No portion of the Grant can be spent on international airfares, tobacco or smoking products or alcohol.
  33. The Promoter may require the finalist to repay some or all of the Grant in the following circumstances:
    - a. the finalist does not provide a completed film to the Promoter before the deadline set in clause 11
    - b. the finalist spends the Grant other than in accordance with the budget submitted on entry, unless otherwise agreed
    - c. the finalist's entry is disqualified in accordance with clause 34 or clause 50.
    - d. the Competition is modified, suspended, terminated or cancelled in accordance with clause 51.



34. The Promoter may set more detailed guidelines for the expenditure and repayment of the Grant and the finalists agree to comply with those guidelines.
35. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in their opinion, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any participant who tampers with the entry process, who submits an entry that is not in accordance with these official Terms and Conditions, or who has, in the opinion of the Promoter, engaged in conduct in entering or participating in the competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promoter. The Promoter reserves the right to disqualify a finalist if they become aware that the winner and/or the winner's entry are of a type described in this clause.
36. All films submitted must meet the following video technical requirements:
  - Aspect ratio must be in 16:9.
  - Video file must be submitted – the video file(s) must be between 30 and 55 seconds in length and must not contain any copyrighted works other than what is owned by the participant.
  - Video file size must be kept at or under 100 MB for quicker upload/encoding time (Finalist winners will be asked to provide higher resolution files).
  - Video files must be provided in one of the following file formats: .MPEG4; .MOV; .AVI; or .WMV; or any other file formatted accepted by YouTube.

#### **Winner**

37. The finalists will submit their final film to the Promoter in accordance with the deadline in clause 11.
38. The finalist films will be posted on the Melbourne Queer Film Festival Facebook page in accordance with the timeline in clause 12.
39. The Competition winner will be the finalist film with the greatest number of votes by viewers on the Melbourne Queer Film Festival Facebook page during the competition dates in clause 12.
40. The overall winner will be announced at the Melbourne Queer Film Festival launch event on 12 February 2019.
41. The winner will be required to include the Quit Victoria and Melbourne Queer Film Festival logo to the endframe of the film before it is screened during the Melbourne Queer Film Festival. The final film (including this endframe) will be no longer than 60 seconds in length.
42. The Promoter's decision is final and no correspondence will be entered into.
43. The overall winner will win a prize of \$4000, paid as a bank transfer to the winner's nominated Australian bank account. If the winner is under 18, the prize will be paid to their parent or guardian.



44. Participants will be required to provide their contact details to Cancer Council Victoria for delivery of their prize if they win the Competition. If, for any reason, the winner does not contact Cancer Council Victoria to claim their prize by 22 February 2019, then the prize will be allocated to the finalist with the second highest number of votes on the Melbourne Queer Film Festival Facebook page during the competition dates in clause 12.
45. The winner will have their film shown before every screening at the Melbourne Queer Film Festival 2019.
46. No substitution of prize is offered. Prizes are non-transferable.
47. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize and the Competition, including but not limited to, being interviewed, photographed and filmed.

#### **Other terms and conditions**

48. By entering and participating, entrant agrees to release, hold harmless, defend and indemnify Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Competition, or (ii) entrant's participation in any prize related activities, acceptance of a prize and/or use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s))
49. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.
50. All personal information collected for the purposes of the Competition may be disclosed to third parties for the purposes of the Competition and will otherwise be handled in accordance with Cancer Council Victoria's Privacy Policy. The Privacy Policy, available at the website [www.cancervic.org.au](http://www.cancervic.org.au) or on request by calling 13 11 20, explains how Cancer Council Victoria handles your personal information, including how to request access to and correction of your personal information, how to make a privacy complaint and how Cancer Council Victoria will deal with such a complaint.
51. When an entrant submits any materials as part of the Competition including text, drawings, videos, photos and images, including the final films ("Content"), intellectual property subsisting in the Content vests in the Promoter and the entrant agrees to assign all intellectual property to the Promoter. The Promoter may use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use or liability. Entrants warrant that they have the full authority to grant these rights. Entrants will retain moral rights in relation to the use of the Content.
52. Entrants warrant and agree that:
  - a. they will not submit any Content that is unlawful or fraudulent, or that breaches any intellectual property, privacy, publicity or other rights of any person, or is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent,



- abusive, harassing, threatening, objectionable with respect to race, religion, origin, sexual orientation, disability or gender, or is otherwise unsuitable for publication;
- b. they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;
  - c. their Content shall not contain viruses or cause injury or harm to any person or entity; and
  - d. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems in Australia.
  - e. Entrants may be disqualified where the Promoter reasonably believes that they have entered into any unlawful or improper conduct, including a breach of these terms and conditions.
53. If the Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to modify, suspend, terminate or cancel the Competition. Notice of cancellation will be communicated via the Competition website page, <https://www.quit.org.au/articles/keep-vibe-alive/>.
54. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter in respect of any loss incurred as a result of the entrant's breach of any of the above terms.
55. To the extent permitted by law, the Promoter is not responsible or liable for loss to any person that arises out of:
- a) purported entries that are not received for any reason whatsoever
  - b) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website
  - c) unauthorised human intervention in any part of the competition
  - d) any damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in this competition.
  - e) Injury or loss sustained to any persons or property in the course of participating in any activity during the course of developing, creating, producing or promoting the film.
56. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
57. These terms and conditions are governed by the laws of Victoria and entrants submit to the exclusive jurisdiction of the courts of Victoria.