

Primary School Short Film Competition

Terms and Conditions 2019

Introduction

1. The Cultural Diversity Week 2019 Primary School Short Film Competition ('Competition') is conducted by the State of Victoria acting by and through the Victorian Multicultural Commission and the Department of Premier and Cabinet ('State').
2. The Entrant's school representative will collect and submit Films to the State on behalf of the Entrant.
3. The Competition starts on Friday 18 January 2019 and ends at 3.00pm on Thursday 28 February 2019.
4. 'Film' refers to an Entrant's submission to the Competition through their school.

Eligibility

5. Entry is open to children residing in and attending a primary school in Victoria, Australia, as at the Commencement Date ('Entrants').
6. Entrants may enter individually, in groups, or as a class.
7. Each Film may only be submitted once.
8. Entrants may submit multiple Films, as long as each Film differs significantly from any others submitted by the Entrant.
9. The State reserves the right at any time to verify the validity of Entrants (including an Entrant's identity and place of residence).
10. Each Film must be accompanied by these Terms and Conditions signed by the Entrant's parent/guardian, as applicable.
11. Each Film will only be eligible if the Entrant's school has agreed to these Terms and Conditions by accepting the online agreement.
12. Entrants may not enter under a different name or using false information.
13. Entrants must submit their Film to their school.
14. All entries must be submitted online via the Cultural Diversity Website. Any entries submitted via other channels will not be accepted.
15. Each Film must be accompanied by the Entrant's name(s), age, competition category and school.
16. The State is not responsible for late, lost, improperly submitted or damaged Films.
17. Once an Entry is submitted, it cannot be amended or replaced.
18. If an Entrant wishes to withdraw from the Competition, their school representative should contact the State via email: culturaldiversityweek@vmc.vic.gov.au.

Film requirements

19. Films must be no longer than a maximum of 5 minutes.
20. Opening and/or closing credits are not required, but (if added) must fit within the 5 minute total screening time.
21. Films must:
 - a. be submitted as a .MP4 or .MOV file;
 - b. be based on this year's theme 'This is what a Victorian looks like';
 - c. be the original work of the Entrant and not copied from any existing artwork or design;

- d. be made specifically for the Cultural Diversity Week Primary School Short Film Competition, and
 - e. not contain content that is offensive or discriminatory.
22. Films may be in any language or have no dialogue at all. Foreign-language audio (or important on-screen text) must have English subtitles.
23. All content in Films (including footage, music, images, props, etc.) must belong to the Entrant. The Entrant represents and warrants to the State that it has obtained all necessary consents that are required in order to grant the State the rights that are described in these Terms and Conditions. Without limiting this clause, the Entrant represents and warrants that it has received consent on behalf of all students or other persons that appear in the Film for the State to use the Film as described in these Terms and Conditions. Entries containing any unauthorised content will be disqualified.

Use of entries

24. Each Entrant owns their Film.
25. Each Entrant grants to the State a non-exclusive, world-wide, everlasting, irrevocable, royalty free licence to use, modify, edit, copy, reproduce, publish, communicate and distribute the Film or any part thereof for any non-commercial purpose.
26. In accordance with the licence granted above, the State may without limitation:
- a. use all or part of an Entrant's Film in Victorian government exhibitions and publications (online, print or film);
 - b. use all or part of an Entrant's Film with or without acknowledging the Entrant (but will not falsely attribute ownership of the Film);
 - c. supplement an Entrant's Film with other material; or
 - d. use an Entrant's Film in a different context to that originally envisaged.
27. Neither Entrants, their parent(s)/guardian(s), teachers and schools, nor any other person, will be reimbursed or compensated for any use of the Film, now or in the future.

Winning entries

28. Winners of each category will be selected by a judging panel convened by the State.
29. The judging panel's decisions are final and no correspondence will be entered into regarding judging panel decisions.
30. Winners will be notified via their school representative.
31. Winners, their families and a school representative will be invited to a presentation ceremony on Saturday 23 March 2019 at 'Victoria's Multicultural Festival' at Federation Square, Melbourne ('Ceremony').
32. Winners' Films will be shown at the Festival.

Personal Information

33. To conduct the Competition, the State collects the full name, age, grade, school and teacher of each Entrant.
34. Information provided to the State in this form and in any Film submitted by Entrants may be used to contact schools, teachers and Entrants about a Film and assist us to assess eligibility for the Competition prizes.
35. The State may disclose this information to third parties relevant to the conduct of the Competition, including but not limited to, prize and certificate suppliers.
36. Only the Entrant's first name, school and grade will be made publicly available during the Ceremony, in media releases and on the State communication channels post event.
37. Any personal information provided will be dealt with in accordance with the *Privacy and Data Protection Act 2014 (Vic)*, the *Public Records Act 1973 (Vic)* and these Terms and Conditions. The State is committed to protecting the privacy of personal information. Enquiries about access to personal information held by the State should be directed to the Department of Premier and Cabinet's privacy officer via email to dp&c@dpc.vic.gov.au.

Cancellation of Competition

38. If the Competition is interfered with or is incapable of being held due to reasons beyond the State's control, the State reserves the right and discretion to modify, postpone, suspend or cancel the Competition.
39. The State reserves the right to extend, cancel or amend the process for the Competition, including these Terms and Conditions, in its absolute discretion at any time.

I hereby understand and agree to the Terms and Conditions:

Individual Applicant

Name of student.....

Name of school.....

Name of school representative.....

Signature of school representative..... Date:
/ /

Name of Entrant's parent/guardian

Signature Entrant's parent/guardian.....
Date: / /

Group/Class Applicant

Name of Entrant

Name of school.....

Name of school representative.....

On behalf of the Entrant named above, I confirm that the Entrant understands and agrees to the Terms and Conditions, and that it has obtained all necessary consents on behalf of the students and any other person appearing in the Film to enable the Entrant to grant the State the right to use the Film as described in these Terms and Conditions.

Signature of school representative..... Date:
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