

# 寻找你的故事 UNSUNG STORIES

PRESENTED BY AACTA



**Unsung Stories**  
Personal stories shared on screen by Chinese Australians  
**Presented by AACTA and the National Foundation for Australia-China Relations**

## TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1. Unsung Stories is an initiative presented by the Australian Academy of Cinema and Television Arts (**AACTA**) and the National Foundation for Australia-China Relations that aims to share, amplify and preserve important stories from within the Chinese Australian community.
- 1.2. These stories are to be recorded on camera, on any device, and then submitted via the Unsung Stories website landing page at <http://www.aacta.org/>.
- 1.3. A committee will choose a selection of these stories to be screened at a Gala Event in mid-2023 to a live audience, and then streamed around Australia.
- 1.4. These stories, as well as a selection of other stories submitted, will then be housed online in the AACTA public archives for future generations to be able to view, making these stories a vital and enduring part of Australian history.
- 1.5. These Terms and Condition relate to the Unsung Stories initiative (**Initiative**).
- 1.6. The organiser of the Initiative is the Australian Film Institute (ACN 006 725 266) of 236 Dorcas Street, South Melbourne VIC 3205 (**Organiser**).
- 1.7. By entering, entrants agree to be bound by these terms and conditions.

### 2. ENTRANT ELIGIBILITY

- 2.1. The Initiative is only open to individuals who identify as Chinese Australian.
- 2.2. In addition to clause 2.1, an individual entrant must, at the time of entering, be either:
  - (a) an Australian citizen; or
  - (b) an Australian resident, being a person who is lawfully living in Australia, and who has actually been living in Australia, continuously or intermittently, for more than one half of the last year.
- 2.3. Entrants who are under 18 years of age at the time of entering must have a parent or guardian complete and sign a consent form in order to enter. The consent form can be downloaded [here](#).
- 2.4. Each entrant must be an individual person. However, more than one person can contribute to the story told or appear on screen (for example, husband/wife, brother/sister, friend), as long as they are connected to the story.

### 3. ENTRY AND SUBMISSION REQUIREMENTS

- 3.1. To enter, eligible entrants must fill in the online entry form, and then upload the story via the online entry form, linked [here](#) or accessed via the AACTA website site at <https://www.aacta.org/>.
- 3.2. Submissions can only be submitted from 10:00am AEST on September 26, 2022 until 11:59pm AEDT on January 22, 2023, Chinese New Year (**Entry Period**).
- 3.3. Each submission must be (**Submission**):

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- (a) an authentic, truthful and original story relating to the entrant's lived experience as a Chinese Australian;
  - (b) a spoken story told directly to the camera, preferably in English but can be told in any other language if English subtitles are included (AACTA can assist in adding subtitles if required);
  - (c) under 10 minutes in duration;
  - (d) recorded on camera (on any device);
  - (e) filmed in a landscape orientation is preferred, but portrait is fine also; and
  - (f) submitted in any video file format (mp4, mov, etc.).
- 3.4. Submissions recorded prior to the Entry Period are eligible, as long as they meet the criteria in clause 3.3.
- 3.5. Video editing in a Submission is allowed, as long as the editing is only used to take out unnecessary pauses or stumbles in telling the story, is kept to a minimum, and helps the progression of the story.
- 3.6. More than one Submission is allow per entrant, provided that the story shared in each Submission differs significantly from the story shared in another Submission by that entrant. Any single story can only be submitted once.
- 3.7. The Organiser reserves the right to disqualify any Submissions it deems to be inappropriate, offensive, defamatory, obscene or discriminatory. Entrants accept that the decision of the Organiser is final.
- 3.8. Entrants are responsible for ensuring that the correct entry information is provided and the Submission requirements are met, including that the Submission is in the correct video file format. The Organiser is not responsible for any technological or technical issues with the Submission, and such Submissions may be disqualified.
- 3.9. The Organiser reserves the right to amend the entry and Submission requirements.

## 4. SELECTION AND SHORTLIST

- 4.1. Submissions will be reviewed by a committee made up of Australian filmmakers, industry leaders and cultural trailblazers from different backgrounds (**Committee**).
- 4.2. The Committee will choose a selection of Submissions to form a shortlist (**Shortlist**). Only one Submission per entrant will be eligible to make the Shortlist. All entrants will be notified if their Submission has been included on the Shortlist by April 30, 2023.
- 4.3. The Organiser will use its best efforts to contact the entrants of the shortlisted Submissions (**Shortlisted Entrants**) from the contact details provided on the online entry form. If a Shortlisted Entrant cannot be reached within a reasonable amount of time, another Submission will be selected in their place.
- 4.4. Shortlisted Entrants will have their Submission screened at the Unsung Stories Gala Event in Sydney in mid-2023 (**Gala Event**) and streamed around Australia. The shortlisted Submissions will also be housed in perpetuity in the AACTA public archives.
- 4.5. By entering, each entrant acknowledges that, if the entrant's Submission is selected for the Shortlist, they are to:
  - (a) make themselves reasonably available to attend the Gala Event; and
  - (b) subject to their availability and on request of the Organiser and/or AACTA, assist in publicity and promotional activities related to the Unsung Stories initiative and Gala Event, not to exceed 4 hours.

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- 4.6. Non-shortlisted Submissions may also be selected to be added to the AACTA public archive at a later date and those entrants will be notified by the Organiser at that time.

## 5. TRAVEL

- 5.1. The Organiser will provide any Shortlisted Entrant who does not reside in the Sydney Metropolitan Area with:
- (a) a complimentary return economy flight (ex- nearest Australian capital city) to be booked at times to be agreed between the Shortlisted Entrant and the Organiser. Any costs incurred for changes once the flights have been booked by the Organiser will be the responsibility of the Shortlisted Entrant; and
  - (b) complimentary one-night accommodation in Sydney at a hotel selected at AACTA's discretion; and
  - (c) transfers to and from the accommodation and the Gala Event.
- 5.2. In the event that a Shortlisted Entrant (who does not reside in the Sydney Metropolitan Area) is under 18 years of age at the date of the Gala Event, the Organiser will also cover the cost of domestic return economy flights, accommodation and transfers for one parent or guardian to accompany the Shortlisted Entrant.
- 5.3. The travel components to be provided, as set out in this clause, are non-transferable and cannot be redeemed for cash or any other benefit.

## 6. RIGHTS

- 6.1. The entrants agree that once a Submission has been submitted, it cannot be posted online or shared publicly until after either:
- (a) the entrant is notified that their Submission was not shortlisted; or
  - (b) in the case an entrant is a Shortlisted Entrant, their Submission is screened at the Gala Event.
- 6.2. By submitting to the Initiative, all Shortlisted Entrants automatically grant the Organiser an exclusive, royalty-free licence to screen their Submission at the Gala Event and stream their Submission online on [AACTA TV](#), the AACTA website, and AACTA-owned social media throughout Australia in perpetuity.
- 6.3. By submitting a Submission, entrants automatically grant the Organiser an exclusive, royalty-free licence to:
- (a) use the Submission (in whole or in part) for marketing, promotional and publicity purposes related to the Organiser and/or AACTA, as well as any other events, competitions or initiatives associated with the Organiser and/or AACTA;
  - (b) promote the Submission on the websites and social media platforms of the Organiser, AACTA, the National Foundation for Australia-China Relations and The Department of Foreign Affairs and Trade; and
  - (c) include the Submission as part of the AACTA public archives, in perpetuity.
- 6.4. Ownership of the Submission will remain with the entrant.

## 7. WARRANTIES

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- 7.1. By submitting a Submission to the Initiative, an entrant warrants that:
- (a) the Submission is the entrant's own original work, is not copied in whole or in part from any other person;
  - (b) they are the sole and exclusive proprietor of the Submission throughout the world and has the unrestricted right to grant all the rights and licences to the Organiser as set out in these terms and conditions, free of any encumbrances or restrictions;
  - (c) the Submission will not be contrary to, infringe or breach any law or any person's right under any law (including any law or right relating to copyright, trade mark, passing-off, defamation, *sub judice*, contempt of court, privacy, publicity or confidence);
  - (d) if the Submission contains any third party copyright material (including without limitation, musical works, literary works and/or sounds recordings), registered or unregistered trade marks or other third party intellectual property, the entrant warrants that they have obtained all necessary consents, clearances, permissions and licences for that content to be included in the Submission, and for the Organiser to use the Submission in the manner contemplated in these terms and conditions; and
  - (e) any person appearing in the Submission has consented to the entrant submitting the Submission to the Initiative on these terms and conditions, and if any person is under 18 years old, that person's parent or guardian has given their consent.

## 8. GENERAL

- 8.1. Entrants acknowledge and agree that the Organiser has the right to publish and use the entrant's name, image and likeness for the purposes of conducting the Initiative and in accordance with these terms and conditions.
- 8.2. By entering, entrants agree to the Organiser's privacy policy available at <https://www.aacta.org/privacy-policy/> and acknowledge that all information collected will be treated in accordance with the Organiser's privacy policy.
- 8.3. The Organiser collects personal information in order to conduct the Initiative and may disclose such personal information to third parties, including, but not limited to, agents, contractors, service providers, sponsors and as required, to regulatory authorities. Entry into the Initiative is conditional on providing this information. Personal information may be used for marketing and promotional purposes in the future. Entrants should direct any request to opt out, access, update or correct information to the Organiser.
- 8.4. The Organiser reserves the right to verify the validity of any Submission and any entrant, and may disqualify any entrant and/or Submission that the Organiser has reason to believe has breached any of these terms and conditions.
- 8.5. The Promoter accepts no responsibility for any tax implications that may arise in connection with any benefits provided to any entrants including any travel and accommodation provided for Shortlisted Entrants.
- 8.6. In the event of war, terrorism, state of emergency, disaster or, without limitation, any other event outside the Organiser's reasonable control that would reasonably prevent the Initiative from occurring, the Organiser is entitled to cancel, terminate, modify or suspend the Initiative.

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- 8.7. If, for any reason, the Initiative is not capable of running as planned, including but not limited to, technical failures, unauthorised intervention, security, fairness, integrity or proper conduct of the Initiative, the Organiser is entitled in its sole discretion to cancel, terminate, modify or suspend Initiative.
- 8.8. In the event there is a dispute concerning the selection of the Submissions for the Shortlist or the conduct of the Initiative, the decision of the Committee and/or the Organiser will be final and no correspondence will be entered into.
- 8.9. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 8.10. The entrant releases the Organiser and its related bodies from any and all causes of action, losses, liability, damage, expense (including legal expenses), cost or charge suffered, sustained or in any way incurred by an entrant from loss or damage to any physical property of the entrant, or any injury to or death of the entrant, or any other person arising out of, or related to, or in any way connected with participating in the Initiative
- 8.11. These terms and conditions are governed by the laws of the state of New South Wales.