

TERMS & CONDITIONS THE AACTA LMAO COMPETITION

THE COMPETITION

1. The AACTA LMAO competition is a monthly competition aimed at discovering the best comedy content from Australia's comedy community, viral up-and-comers, and the general public.
2. These terms and conditions relate to the AACTA LMAO Competition (**Competition**).
3. The promoter of the Competition is the Australian Film Institute (ACN 006 725 266) of 236 Dorcas Street, South Melbourne, Victoria 3205, telephone number (03) 9696 1844 (**Promoter**).
4. By entering the Competition, all entrants will be deemed to have accepted and agreed to be bound by these terms and conditions.

FORMAT

5. A single round of the Competition commences at the start of each calendar month and entries close at midnight on the date specified on the LMAO Instagram page each month (**Promotion Period**).
6. On the first day of each Promotion Period, the Promoter will announce a new theme for entries for that Promotion Period.
7. Each entry must conform with the following requirements (**Entry**):
 - (a) the entry be in the form of a video in required format, not exceeding 90 seconds in duration;
 - (b) the content of each entry must be original comedy based on the theme for that Promotional Period;
 - (c) the entry must comprise of intentional comedy (for example, stand up, sketch or parody); and
 - (d) the entry must not include pranks.

ELIGIBILITY

8. Subject to clauses 9 and 10, entry to the Competition is open to individuals anywhere in the world who are 13 years of age or over.
9. Entrants aged between 13 and 17 years of age must confirm that they have a parent or guardian's permission to enter the Competition by ticking the applicable box on the online form, when submitting their Entry. Entrants aged between 13 and 17 years must also provide a parent or guardian's contact details when submitting their Entry.
10. Entrants who do not reside in Australia or New Zealand are not eligible to win prizes as part of the Competition.
11. Entries which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win the Competition.

HOW TO ENTER

12. To enter a round of the Competition eligible entrants must:
 - (a) submit their Entry, within the applicable Promotion Period, via [AACTA's entry portal](#);
 - (b) describe how their Entry matches the theme announced by the Promoter for the relevant Promotion Period (optional field); and
 - (c) provide all required information contained in the online entry form including the entrant's first name, surname, country of residence, postcode, email address, date of birth, and for entrants between 13 and 17, their parent or guardian's contact details and confirmation of the parent or guardian's permission.
 - (d) Follow the AACTA LMAO Instagram account (@aactalmao)
13. Entries that contain any incorrect personal information or incorrect contact details of the entrant will be deemed invalid entries and will not be eligible.

JUDGING AND WINNING

14. A rotating celebrity judge will judge the winner of the Competition for a Promotion Period.
15. The identity of the judge for each Promotion Period will be announced on the first day of that Promotion Period. The Promoter may substitute another judge if, for reasons beyond the Promoter's control, the nominated judge becomes unavailable.
16. The Promoter will create a shortlist of finalist Entries for each Promotion Period (the number of which to be determined by the Promoter in its discretion from time to time), which will be uploaded to the AACTA LMAO Instagram account (@aactalmao) throughout the Promotion Period.
17. The judge will determine the winner of a round of the Competition for a Promotion Period from the shortlisted finalist Entries for that Promotion Period, on the basis of the Entry that the judge determines is the funniest.

PRIZE

18. There is one main cash prize (**Prize**) to be awarded to the winner of the Competition for each Promotion Period.
19. Within the first week of each Promotion Period, the Promoter will announce the details of the Prize for that Promotion Period.
20. Within the first week of each Promotion Period (except for the first Promotion Period) the Promoter will announce the winner of the Prize for the preceding Promotion Period.
21. The Promoter may also award ad hoc spot prizes (**Minor Prize**) to eligible entrants in a Promotion Period at its discretion. The Minor Prizes cannot be redeemed for cash or exchanged for an alternative.
22. The Prize and all Minor Prizes are non-transferrable.
23. The winner of the Prize and all winners of a Minor Prize must be 13 years of age or over and reside in Australia or New Zealand.
24. The Prize winner of a round of the Competition will be announced on the Promoter's Instagram account (@aactalmaa) within the first week of the following Promotion Period. Minor Prize winners may be announced at The Promoters discretion
25. The Promoter will, by no later than the 15th day of the following Promotion Period, attempt to contact the Prize winner and Minor Prize winner of a round of the Competition, via the email address or Instagram account provided by the Prize winner or Minor Prize winner on their entry form.
26. At the time of contact, the Promoter will provide details about how the Prize winner can claim the Prize or how the Minor Prize winner can claim the Minor Prize.
27. The Prize winner of a round of the Competition will have until 12pm on the 15th day following the notification date, in which they have been informed that they are winner, to claim the Prize.
28. A Minor Prize winner of a round of the Competition will have until 12pm on the 15th day following the notification date, in which they have been informed that they are the winner, to claim the Minor Prize.

PROMOTION

29. The winner of a round of the Competition for a Promotion Period may have their Entry featured in the Promoter's marketing material, such as the Promoter's website, social media and email.
30. Eligible entrants who do not win the Competition may also have their Entry featured on the Promoter's marketing material.
31. The Prize winner of a round of the Competition may be required to participate in publicity or further marketing in relation to the Competition if requested by the Promoter.

RIGHTS

32. Entrants must own the rights, or have permission to use any intellectual property (including without limitation copyright, trademarks, patents, designs, commercial information and all related rights) contained within their Entry to allow the Promoter to use the Entry in accordance with these terms and conditions.
33. Entrants grant to the Promoter (and their licensees and assigns) a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sub-licensable, licence to (and to authorise others to) use, reproduce, perform, publish, exhibit, broadcast, communicate to the public and cause to be heard in public of the Entry, in any manner and in all media. This includes, without limitation, the ongoing right to use the Entry to feature it on the Promoter's website, and social media accounts, include it in communications and the Promoter's promotional and publicity material, to show it at any of the Promoter's events and for those events to be broadcast and communicated to the public.

WARRANTIES

34. By submitting an Entry to the Competition, the entrant warrants that:
 - (a) the Entry is the entrant's own original work, is not copied in whole or in part from any other person;
 - (b) the Entry 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); and
 - (c) if the Entry contains any third party copyright material (including without limitation, musical works, literary works and/or sound recordings), registered or unregistered trademarks or other third party intellectual property, the entrant warrants that the entrant has obtained all necessary consents, clearances, permissions and licences for that content to be included in the Entry and for the Promoter to use the Entry in the manner contemplated in these terms and conditions; and
 - (d) any person featured in the Entry has consented to the entrant submitting that Entry into the Competition on these terms and conditions and, if any such person is under 18 years old, that person's parent or guardian has given their consent.

PROVISION OF PRIZE

- 35. The Prize will be provided to the Prize winner by bank transfer. The Prize winner's Prize will be provided within 14 working days of the Prize winner claiming the Prize and providing bank account details for payment of the Prize.
- 36. Minor Prizes will be distributed within 14 working days of the Minor Prize winner claiming the Minor Prize.
- 37. If the Prize winner cannot be located the Prize will be kept until 5.00pm on the last day the month in which the Prize winner is announced. If, at the end of that period, either the Prize winner cannot be located following the Promoter's reasonable efforts, or if the Prize winner does not claim the Prize by that time, the Prize winner will forfeit the Prize.
- 38. If a Minor Prize winner cannot be located the Minor Prize will be kept until 5.00pm on the last day the month in which the Minor Prize winner is announced. If, at the end of that period, either the Minor Prize winner cannot be located following the Promoter's reasonable efforts, or if the Minor Prize winner does not claim the Minor Prize by that time, the Minor Prize winner will forfeit the Minor Prize.

GENERAL

- 39. The Promoter may discontinue the Competition, without further notice, at any time in its discretion.
- 40. All entrants acknowledge that the Promoter has the right to publicise and publish the entrant's name, Instagram handle, photographs and likeness.
- 41. The Prize winner must make himself or herself available for photographs if required by the Promoter and acknowledge that the Promoter has the right to use those photographs for publicity in any reasonable manner it sees fit without compensation to the entrant. The Prize winner agrees to participate in any news and other media activities surrounding the Competition (e.g. interview and photo for pages of the Promoter's website).
- 42. It is the entrant's responsibility to advise the Promoter of any change of personal details and contact details by providing written notice to the Promoter at the Promoter's address.
- 43. The Promoter also accepts no responsibility for any tax implications that may arise from Prize or Minor Prize winnings in the Competition.
- 44. In the event of war, terrorism, state of emergency, disaster or (without limitation) any other event outside the Promoter's reasonable control that would reasonably prevent the Competition from occurring or the Prize or Minor Prize from being granted or used, the Promoter is entitled to cancel, terminate, modify or suspend the Competition and/or the prizes.
- 45. If for any reason the Competition is not capable of running as planned (including but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond the Promoter's control which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, the Promoter is entitled in its sole discretion to cancel, terminate, modify or suspend the Competition.
- 46. In the event there is a dispute concerning the judging of the Entries, the conduct of the Competition or the awarding of the Prize or a Minor Prize, the decision of the judge and/or Promoter will be final and no correspondence will be entered into.
- 47. The entrant releases the Promoter 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 the participating in the Competition or using the Prize or Minor Prize.
- 48. These terms and conditions are governed by the laws of New South Wales.

Last updated: June 2022