

AACTA PITCH: Forever Unexpected Terms and Conditions

1. ENTRANT ELIGIBILITY

- 1.1 An individual entrant must be 18 years of age or older and either:
 - (a) an Australian citizen; or
 - (b) an Australian resident, being a person who is lawfully domiciled in Australia, and who has actually been in Australia, continuously or intermittently, for more than one half of the year immediately preceding the application.
- 1.2 An entrant that is a company must be incorporated and carrying on business in Australia, and have its central management and control in Australia.
- 1.3 Entrant teams can consist of up to 4 people most responsible for the creation and execution of the idea, including producer(s), director(s) and screenwriter(s), the combination of which is at the discretion of the entrant, provided that there is at least one producer who has produced and released at least one short film.
- 1.4 Participation in AACTA PITCH: Forever Unexpected and any related activities, including travel, is at the entrants' own risk.

2. SUBMISSION ELIGIBILITY

Entrants may submit a single pitch submission to AACTA PITCH: Forever Unexpected by visiting <https://www.aacta.org/whats-on/aacta-pitch-forever-unexpected/> and completing the entry form and supplying specified supporting material ("Submission").

- 2.1 To be an eligible entry, the Submission MUST:
 - (a) be wholly owned (the all intellectual property) by the entrant(s). No proxy Submissions will be accepted;
 - (b) be for a scripted live action short film of no less than 3 minutes duration and no more than 5 minutes duration.

- (c) be new and original concepts which have not yet been commissioned and for which the worldwide rights are still available.
 - (d) include the following information:
 - (i) production summary including title, logline, ½ page synopsis; and
 - (ii) final draft script; and
 - (iii) the résumé/CVs of all members of the team; and
 - (iv) a link to at least one completed and released short film produced by one of the producers on the entrant team.
- 2.2 Correct entry information is the responsibility of the entrant. Entrants warrant that all of the information provided, including the information provided on the AACTA PITCH: Forever Unexpected entry form and the credits and résumé/CVs of all members of the team, is true and correct.
- 2.3 By submitting to AACTA PITCH: Forever Unexpected, entrants automatically grant AACTA and MINI a non-exclusive, royalty free license to use the Submission (in whole or in part) for PR and the marketing of AACTA PITCH: Forever Unexpected.
- 3. SHORTLISTING, FINALISTS AND AACTA PITCH: Forever Unexpected EVENT**
- 3.1 Submissions will be reviewed and shortlisted by a panel made up of AACTA executive and development consultants ("Panel").
- 3.2 Up to five finalists will be selected to pitch their project to the Panel in front of a live audience on the AACTA PITCH stage on Monday June 3, 2019 at a location to be advised in Sydney, NSW. Only finalists will be notified.
- 3.3 By entering a Submission, the entrant acknowledges that, if the entrant is selected as a finalist, one of the team members of the entrant ("Pitcher") must attend the AACTA PITCH: Forever Unexpected event and present a 2-minute live pitch. No use of video, visual aids, sound recordings, props, or handouts will be allowed during the pitch.
- 3.4 Each Pitcher will have 2 minutes to convince the Panel that they have the best short film idea in the room. Decisions by the Panel are final.
- 3.5 The winning finalist ("Winner") will be notified in person at the AACTA PITCH: Forever Unexpected event.
- 4. PRIZES**
- 4.1 AACTA will provide any Pitcher that does not reside in New South Wales with:
- (a) a complimentary return economy flight (ex- nearest capital city) to be booked at times mutually agreeable to both parties. Flights once booked are final and any costs incurred for changes will be the responsibility of the finalist; and

- (b) complimentary one-night twin share accommodation in Sydney. Hotel will be selected at AACTA's discretion.
- 4.2 Subject to AACTA and MINI approving the Winner's final shooting script and production budget, the Winner will receive:
- (a) \$5,000 cash prize, payable on the date that the final shooting script and production budget are approved; and
 - (b) \$15,000 toward the production cost ("Production Cost") of a short film based on the winning Submission ("Film"), payable as follows:
 - (i) [30% (\$5000)] on the date the final shooting script and production budget for the Film are approved by AACTA and MINI;
 - (ii) [65% (\$7,500)] within 30 days of presentation of invoice by the Winner for costs incurred by the Winner in the production of the Film as set out in the approved production budget; and
 - (iii) [15% (\$2,500)] on the date the final Film is submitted to AACTA; and
 - (c) a mentoring session with the AACTA PITCH: Forever Unexpected judges. Mentoring sessions will be scheduled at times agreed upon by both parties;
 - (d) Post-production support from Spectrum Films to the value of \$2,500; and
 - (e) a complimentary Mini vehicle to be used for the duration of the shoot of the Film (during the specified shoot window only). Any person that intends on driving the vehicle will be required to complete a MINI indemnity form prior to collecting the vehicle.
- 4.3 All prizes are non-transferable and cannot be redeemed for cash
- 4.4 Any part of the Production Cost that is not spent on production of the Film as verified by invoices submitted to AACTA in accordance with clause 4.2(b)(ii) must be returned to AACTA within 7 days from the date the final Film is submitted to AACTA.

5. THE FILM

- 5.1 For this clause 5, "Film Materials" means the final Film to be produced by the Winner based on the approved final shooting script, any part of that Film, and any materials produced in connection with that Film, including the script, pitch materials, soundtrack, marketing materials, and posters.
- 5.2 By submitting an entry to AACTA PITCH: Forever Unexpected, the Winner automatically grants MINI and AACTA a five-year (exclusive to MINI and AACTA for the first two years and non-exclusive afterwards) royalty free licence to:
- (a) in the case of MINI, use the Film Materials digitally on MINI's website and social media accounts and channels and to display the Film Materials in MINI dealerships;

- (b) in the case of AACTA, use the Film Materials digitally on AACTA's website and social media accounts and channels; to promote AACTA and its services; and to display the Film Materials at relevant events held or sponsored by AACTA; and
 - (c) in any other case, with the approval of the entrant not to be unreasonably withheld or delayed.
- 5.3 By submitting an entry to AACTA PITCH: Forever Unexpected, the Winner automatically agrees and consents to AACTA and/or MINI or their representatives filming, editing and releasing a 'making of' or 'behind the scenes' film of the Film (**Making Of Film**). The Winner grants, and will do all things necessary to permit, AACTA and/or MINI full access during the pre-production, production and post-production process to the extent required for the Making Of Film. All right, title and interest in and to the Making Of Film will remain with AACTA and MINI. AACTA and MINI hereby grant the Winner a royalty free worldwide licence to the Making Of Film for such uses as approved in advance in writing by AACTA and MINI in each case, not to be unreasonably withheld or delayed.
- 5.4 By submitting an entry to AACTA PITCH, the Winner warrants that they will obtain the consent of each individual appearing in the Film and the Making of Film (including the Winner if the Winner is an individual) to appear in the Film and the Making of Film, and to MINI and AACTA using his/her name, likeness, image, voice, and biography in connection with, and to promote, the Film and Making Of Film, including the right to use them in the same manner as the Film (as set out in clause 5.2).
- 5.5 Subject to availability, the Winner will provide the services of at least one individual responsible for the creative direction of the Film for the reasonable publicity and promotional purposes of MINI and AACTA, not to exceed 8 hours.
- 5.6 By submitting an entry to AACTA PITCH, the Winner warrants and represents as at the date of submitting the entry and on delivery of the Film Materials to AACTA that:
 - (a) the Winner is the sole and exclusive proprietor of the Film Materials throughout the World and has the unrestricted right to grant all the rights and licences to MINI and AACTA as set out in these terms free of any encumbrances; and
 - (b) the Film Materials are original and will not be contrary to, infringe or breach any law or any person's right under any law.
- 5.7 The Winner indemnifies and holds MINI and AACTA harmless from and against any and all actions, claims, suits, demands, costs and expenses (including legal expenses), damages, injury or losses incurred or suffered by MINI or AACTA arising from or relating to any breach or alleged breach by the Winner of any terms or conditions of these terms; and/or any act or omission, negligence or recklessness of the Winner.

6. GENERAL

- 6.1 Entrants consent to the publication of the names of each team member of the entrant if the entrant is the Winner.
- 6.2 Any Submission that does not comply with these terms is invalid.

- 6.3 Beneficiaries of any prize accept the prize 'as is' and acknowledge that neither AACTA nor MINI accept any responsibility for any tax implications that may arise from their receipt of any prize. Beneficiaries should seek independent financial advice.
- 6.4 AACTA reserves the right to verify the validity of any Submission and any entrant and may disqualify any entrant whom AACTA has reason to believe has breached any of these terms.
- 6.5 Failure by AACTA to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 6.6 Nothing in these terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act* or or similar consumer protection laws in the states and territories of Australia ("Non-Excludable Guarantees").
- 6.7 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, AACTA and its their related entities 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: (a) any technical difficulties (whether or not under AACTA's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by AACTA) due to any reason beyond the reasonable control of AACTA; (d) any variation in prize value to that stated in these terms; (e) any tax liability incurred by a beneficiary of a prize; (f) use/taking of the prize (g) the AACTA PITCH: Forever Unexpected event.
- 6.8 In these terms:
- (a) "AACTA" means the Australian Film Institute (ABN 17 006 725 266); and
 - (b) "MINI" means BMW Australia Ltd (ABN 11 004 675 129)