



## THE AACTA REG GRUNDY AWARD Terms and Conditions

### 1. THE COMPETITION

- 1.1 These terms relate to the AACTA Reg Grundy Award run by the Australian Film Institute (ABN 17 006 725 266) of 236 Dorcas St, South Melbourne VIC 3205 (tel 03 9696 1844) ("AACTA").
- 1.2 The AACTA Reg Grundy Award period runs from Monday 7 September at 9.00am AEST to November 24 2020.
- 1.3 By submitting an idea for the AACTA Reg Grundy Award, you agree to these terms.

### 2. ENTRANT ELIGIBILITY

- 2.1 All entrants must be:
  - (a) 18 years of age or older or entering with the permission of their guardian;
  - (b) an Australian citizen; or
  - (c) 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.
- 2.2 Entrant teams can consist of up to 4 people most responsible for the creation of the idea. Each entrant in a team is jointly and severally liable in respect of the other entrant(s) in that team. Unless otherwise required, a reference to 'entrant' in these terms refers to all entrants in a team.
- 2.3 Participation in the AACTA Reg Grundy Award and any related activities, including travel, is at the entrants' own cost and risk.

### 3. SUBMISSION ELIGIBILITY

Entrants may submit a single idea ("Idea") per Submission for an unscripted entertainment program for the AACTA Reg Grundy Award by visiting <https://www.aacta.org/reg->

grundy/award/ and completing the entry form and supplying specified supporting material before the end of the Reg Grundy Award period ("Submission").

- 3.1 To be an eligible entry, the Submission must be received by AACTA by 11.59pm AEST Sunday 4 October and MUST:
  - (a) be wholly owned (including all intellectual property rights in the Idea and Submission materials) by the entrant or entrants in the case of a team. No proxy Submissions will be accepted;
  - (b) be for a substantially non-scripted entertainment program of no less than thirty minutes duration per episode, and can be, but is not limited to, the following genres - quiz, variety, reality, competition, lifestyle, panel, and interview show;
  - (c) be a new and original concept which has not yet been commissioned and for which the worldwide rights are still available;
  - (d) include the following information:
    - (i) title; and
    - (ii) logline (1 – 2 sentences); and
    - (iii) synopsis (up to one page);
- 3.2 Correct entry information is the responsibility of the entrant. Entrants warrant that all of the information provided, including the information provided on the AACTA Reg Grundy Award entry form, is true and correct.
4. SHORTLISTING, FINALISTS, PITCH MEETINGS AND THE AACTA REG GRUNDY AWARD EVENT
  - 4.1 Submissions will be reviewed and shortlisted by a panel made up of one AACTA executive, one RG Capital executive and the AACTA Reg Grundy Judging Panel as outlined at <https://www.aacta.org/reg-grundy/award/> ("Panel").
  - 4.2 Up to ten second round finalists will be selected and will be required to submit the following additional information by 5pm AEDT Thursday November 5.
    - (a) A three minute continuous video pitch, whereby the Idea is pitched to camera by the creator/s. The video cannot be manipulated, edited, or have any postproduction effects; and
    - (b) A pitch deck of up to four pages, whereby the original one pager is expanded upon and the Idea is fleshed out through additional written detail and supporting data and pictures and can include sketches, illustrations, designs, plans, photos and any referential images that may help to articulate the Idea. The pitch deck can be created in PowerPoint, Keynote, or any other widely used presentation software; and
    - (c) A one minute video describing the creator/s and their background.

- 4.3 Up to five third round finalists will be selected to pitch their Idea, incorporating only the pitch deck, to each member of the Panel at individual and private meetings for the purpose of refining their pitches prior to the AACTA Reg Grundy Award Final event. These meetings will be held week commencing November 16, 2020, and will be conducted by digital teleconference.
- 4.4 All third round finalists will be invited to participate in the AACTA Reg Grundy Award final event on Tuesday November 24 2020, where they will have the opportunity to pitch their Idea to the Panel, incorporating their pitch deck (no additional materials). Each pitch will be limited to 5 minutes. The final will be conducted by digital teleconference.
- 4.5 At the AACTA Reg Grundy Award Final each Pitcher will have 5 minutes to convince the Panel that they have the best entertainment program idea in the room. Decisions by the Panel are final.
- 4.6 The winning finalist ("Winner") will be announced during the AACTA Awards in 2020.
- 4.7 In each case, the Panel will select the shortlisted Submissions, second round finalists, third round finalists and Winner based on the Submission(s) they consider have the potential to be highly entertaining and engaging, that display originality, a clear sense of audience and are most likely to be commercially viable.

## 5. PRIZES

- 5.1 The Winner will receive:
  - (a) \$20,000 (cash prize), payable within five business days of the date of the public announcement; and
  - (b) The ongoing mentoring services of one of the Panel members [the duration of which will be mutually agreed upon by the winner and the Panel member mentor] who will guide the Idea through final development and readying the Idea for marketplace presentation and sale; and
  - (c) \$30,000 (development funds) to be spent exclusively toward readying the Idea for marketplace presentation and sale, which can include but is not limited to costs associated with producing a video proof of concept, creating a test set, undertaking audience testing, creating set and costume designs, and other production, promotion, marketing, sales and legal costs. Development funds cannot be redeemed for cash, and are to be allocated according to a development budget submitted by the Winner and approved by AACTA. The development funds will only be dispensed upon submission of invoices to AACTA in accordance with the development budget and sign off from AACTA; and
  - (d) a mentoring session with all other Panel members. Mentoring sessions will be scheduled at times agreed upon by both parties.
- 5.2 All prizes are non-transferable.

5.3 The entrant acknowledges that the development funds are for the purpose of securing marketplace attachment of the Idea. As such, AACTA is not obliged to provide any further portion of the development funds from the date on which any marketplace attachment of the Idea is confirmed.

## 6. LICENCE

6.1 By submitting to the AACTA Reg Grundy Award, entrants:

- (a) automatically grant AACTA a non-exclusive, irrevocable, worldwide, royalty free license to use the Idea and the Submission and any subsequent materials submitted by finalists referred to in clause 4 (in whole or in part) (**Materials**) for public relations and marketing of AACTA and its activities, including the AACTA Reg Grundy Award;
- (b) agree that their pitches may be recorded and grant an irrevocable release in respect of any audio and/or video of the pitch; and
- (c) acknowledge and agree that the Panels will review and discuss the Materials and your pitch and that they may be released to the public in accordance with these terms.

## 7. WARRANTIES

7.1 Each entrant warrants and represents that:

- (a) the entrant is the sole and exclusive proprietor of all rights (including intellectual property rights) in and to the Materials throughout the World and has the unrestricted right to grant all the rights and licences to AACTA as set out in these terms free of any encumbrances; and
- (b) the Materials are original to the entrant and will not be contrary to, infringe or breach any law or any person's right under any law.

## 8. INDEMNITY AND LIMITATION OF LIABILITY

8.1 Each entrant indemnifies and holds AACTA, each member of the Panel, Joy Grundy Chambers, RG Capital and each of their directors, officers, employees, contractors, agents and assigns ("Those Indemnified") 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 Those Indemnified arising from or relating to:

- (a) any breach or alleged breach by the entrant of these terms;
- (b) any breach or alleged breach by the entrant of any warranty or representation under these terms; and/or
- (c) any act or omission, negligence or recklessness of the entrant.

8.2 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 similar consumer protection laws in the states and territories of Australia ("Non-Excludable Guarantees").

- 8.3 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Those Indemnified are not responsible for and exclude, and the entrant releases Those Indemnified from, 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 with any Submission; (c) any Submission 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 use of the Materials in the course of the AACTA Reg Grundy Award; (e) any tax liability incurred by a beneficiary of a prize; or (f) any beneficiary's use/taking of the prize.

## 9. GENERAL

- 9.1 Entrants acknowledge that the Panel, AACTA and its staff, Joy Chambers Grundy and RG Capital and its staff, may have created and/or may be in the process of developing, programs that are the same or similar to the theme, plot, idea or format of their Idea or Submission. By entering a Submission, the entrant relinquishes any claim in respect of future programs developed by any of the Panel, AACTA and its staff, Joy Chambers Grundy, and/or RG Capital and its staff.
- 9.2 Entrants consent to the publication of their name if they are a finalist or Winner.
- 9.3 Any Submission that does not comply with these terms is invalid.
- 9.4 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.
- 9.5 If AACTA only learns of the ineligibility of the Winner or their Submission after AACTA has announced the Winner, it may require the return of the prize awarded under clause 5.
- 9.6 Beneficiaries of any prize accept the prize 'as is' and acknowledge that they are solely responsible for any tax implications that may arise from their receipt of any prize. Beneficiaries should seek independent financial advice.
- 9.7 Failure by AACTA to enforce any of its rights at any stage does not constitute a waiver of those rights.