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2023 UniSQ 48hr Film Festival Competition Terms and Conditions

1. The UniSQ 48hr Film Festival Competition (Competition) is conducted by the University of Southern Queensland (UniSQ) (ABN 40 234 732 081) through its School of Creative Arts, West Street, Toowoomba, Queensland, 4350.
2. The Competition commences on Saturday June 10th at 10.30am 2023 and closes at 10.30am on Monday 12th June 2023 (Competition Period).
3. Entry into the Competition is free and open to an 'Eligible Entrant' (Team, Entrant or You) who is an Australian Secondary School Student currently in Years 10-12 who is the sole author of the short film submitted. Any student who is an immediate family member of any UniSQ employees judging this Competition is ineligible to enter.
4. Information about the Competition and on how to enter forms part of these Terms and Conditions.
5. By entering the Competition, You (and if the Entrant is under 18 years of age, the Entrant's parents or guardians) acknowledge that you have read, understood and accepted these Terms and Conditions.
6. You may submit a maximum of one short film. To validly enter the Competition, you must during the Competition Period submit the following:
 - (a) A fully completed and correct entry form via the online registration at https://forms.office.com/Pages/ResponsePage.aspx?id=k_v7fbYZhUmsfIAaN5OEVo4vJ_DcnQVpOuE5Vdt9mmkhUM1NMNUhQM0E3TDZSSDBXNTdTWUY4MFNFUS4u
 - (b) A viewable link via an appropriate video platform (e.g Youtube or Vimeo) emailed to creativearts@usq.edu.au (no download links will be accepted)
 - (c) The film must be original and not pre-filmed to the Competition period, and must include the item and codeword revealed on the day of the launch, June 10th 2023. The film must be live action only, no 3D animation characters, or pre-rigged 3D scenes will be accepted.
 - (d) The full duration of the film must not take longer than 5minutes (not including credits)



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(e) It is the Entrant's responsibility to ensure that the link to and the video recording of the short film is complete and playable. If UniSQ is unable to access or fully play the film, the Entry will not be considered.

7. The characters/interviewees as performed in the video recording may be performed by the Entrant or others. If others, you must ensure you have obtained all prior release forms, licenses, permissions, and consents to the inclusion of such people in the recording and the use of the recording, including for Competition purposes.

8. By entering the Competition, You warrant that You:

- (a) are the sole owner of the original Content and Copyright in the Content (item (c) clause (6)) of the Entry, and
- (b) have all licences, permissions and consents relevant to the video recording of the Film and its use in this Competition.

This clause shall survive the conclusion of the Competition.

11. UniSQ acknowledges that Entrants retain copyright ownership of the Content. UniSQ reserves the right not to return any Entries to Entrants. UniSQ reserves the right to use entries in conjunction with the promotion of the Film Festival, however no fees, royalties or payments are payable to any Entrant (including a winner).

12. The Competition Short Film Category Total Prize Pool from UniSQ is valued at AUD\$ and consists of three (3) Prizes, comprising:

(a) First Place Prize includes

- \$800
- HD Camera package donated by Camera House Toowoomba
- VIP Events Cinema complimentary movie pass.

(b) Second Place Prize includes

- \$600
- VIP Events Cinema complimentary movie pass

(c) Third Place Prize includes

- \$400
- VIP Events Cinema complimentary movie pass

13. UniSQ reserves the right to substitute any Prize for another prize of equal value or greater value in the event the Prize is not able to be awarded. Any change in the value of the Prize between the commencement and conclusion of the Competition is not the responsibility of UniSQ.



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14. In addition, any terms and conditions applicable to a Prize (including any time limitation or validity period) and ancillary costs incurred in taking and using the Prize is the sole responsibility of the winner and not UniSQ. UniSQ accepts no liability for any actions or omissions of third-party entities in relation to the Prizes.

Judging. Selection Criteria and announcement of Winners

15. Entrants may or may not be shortlisted by one (1) UniSQ judge into the final pool for final judging and selection of the Prize Winners of the Competition by a panel of judges comprised of a minimum of three (3) UniSQ judges. All USQ judges will be Film and Screen academic staff members from the UniSQ School of Creative Arts and the shortlisting judge will not sit on the final judging panel. The shortlisting judge's and the final panel's decision will be final and binding and no correspondence regarding their deliberation or decision will be entered into.

16. Entries will be judged at each stage of the Competition according to the following selection criteria:

- Effective and appropriate use of scripted story form and structure
- Effective and appropriate use of cinematography via shot composition, framing, use of colour and lighting.
- Effective and appropriate use of original or royalty free music and sound effects to enhance mood and theme
- Effective and appropriate use of actors blocking and direction to enhance the story
- Originality

17. The name, year level, School and placement of each of the Prize Winners of the Competition will be published on UniSQ webpages.



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Miscellaneous administration matters regarding Competition.

18. USQ reserves the right not to accept any Entries at its sole discretion. UniSQ also reserves the right to disqualify any Entrant or Entry in its absolute discretion. For example, UniSQ may disqualify:

- a. Any surplus or additional Entries;
- b. Incomplete, incorrect, indecipherable or illegal *Entries;
- c. Any Entries that UniSQ considers contains material that is objectionable, defamatory, profane or potentially insulting, inflammatory or defamatory or contravenes an applicable law or infringes any third party's rights;
- d. Entrants who UniSQ considers that they have tampered with the entry process or engaged in unlawful or improper conduct that is designed to jeopardise the fair and proper conduct of the Competition or is generally damaging to the goodwill or reputation of UniSQ; or
- e. Entries that UniSQ considers inappropriate for any reason.

19. UniSQ reserves the right, at any time, to verify the validity of Entries and the mandatory details provided by Entrants (including an Entrant's identity, age and parental/legal guardian permission (where applicable)) and to disqualify any Entrant who submits an Entry that is not in accordance with these Terms and Conditions. The identification necessary for verification is at the sole discretion of UniSQ. Failure by UniSQ to enforce any of its rights at any stage does not constitute a waiver of those rights.

20. Your Personal Information as defined by the Information Privacy Act 2009 (Qld) may be collected, used and disclosed by UniSQ for university and competition purposes and other incidental and associated functions and activities including disclosure of the Prize Winner's Personal Information in publications made available to the public throughout the world by use of on-line, print and other media services and communication tools. A request to access, update or correct any Personal Information held by UniSQ should be directed to the UniSQ Privacy Officer at privacy@usq.edu.au.

21. By entering the Competition, You (and if You are under 18 years of age, your parent or legal guardian) consent to UniSQ using and disclosing any part of your Personal Information provided as set out above including without limitation the following:

- a. use in any communications publications marketing or promotional activities associated with the Competition or other university purposes including but not limited to email updates regarding Creative Arts study at USQ and event invitations;



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- b. Transfer of your Personal Information outside of Australia; and
- c. In the event of winning, use and disclosure of your name, school and photograph(s) for publicity, marketing, promotional and publication purposes including throughout the world web in online, print or other media services and communication tools.

You may withdraw your consent to future use and disclosure of personal information in promotional and marketing activities and publications at any time by written notice to the UniSQ Privacy Officer, and upon receipt of such notice, UniSQ will take reasonable steps to cease using and disclosing that personal information as soon as reasonably possible. In some instances, UniSQ will not be able to cease the use or disclosure, for example, where information has been cached by others.

22. UniSQ does not accept any responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected Entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.

23. UniSQ reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition including extending closing date of the Competition or varying the time of judging.

24. If for any reason this Competition is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the control of UniSQ which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition or otherwise, UniSQ reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition subject to any written directions under applicable legislation.

25. Except for any liability which cannot be excluded by law (in which case liability is limited to the maximum allowable by law), neither UniSQ nor any of its Associates (including employees, contractors, agents, and suppliers) will be liable for any liability, loss, damage, or expense (including direct, indirect, special or consequential) howsoever arising and on any theory of liability including contract, tort (including negligence) or statute that arises out or in connection of the Competition (including any use of the Prize).

26. The Entrant indemnifies UniSQ for any loss or damage suffered from providing false, incorrect, incomplete or misleading information or breaching any third party intellectual property rights or any Terms and Conditions in this Competition. This clause survives the end of the Competition.



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27. USQ's decisions and Judges decisions in relation to the Competition are final, binding and conclusive and no correspondence will be entered into.

DocuSigned by:
Ina Kotze
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Ina Kotze

Acting Executive Director (PS)

9/6/2023 | 8:40 AM AEST