



# bfilmed Competition

## TERMS AND CONDITIONS

### General Terms

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions by the entrant (referred to as **entrant** or **you** in these terms and conditions).

### Advertisement

2. The Promotion is a game of skill, and chance plays no part in determining the winners.

3. Entry is open to all school students Australia-wide.

4. The competition will be held once in 2020. Entries close on Friday 14 August 2020 at 4pm. The winners will be contacted by bstreetsmart.

5. To enter participants must send a short film no longer than 3 minutes (including credits) in High Definition format (1920 x 1080). The film must have a message relating to road safety for youth as drivers, passengers or pedestrians (e.g. texting, drugs/alcohol, fatigue, distraction). Submissions to be emailed or sent to:

Stephanie Wilson  
Bstreetsmart  
C/- Trauma Department  
Westmead Hospital  
Cnr Hawkesbury & Darcy Roads  
WESTMEAD NSW 2145  
Email: [stephanie.wilson@health.nsw.gov.au](mailto:stephanie.wilson@health.nsw.gov.au)

Submissions must include entrant's school name and/or student(s) name, age, address and contact phone number and email address.

6. Corrupt files or incomplete entries will be deemed invalid.

7. Entrants in the competition may enter multiple times.

8. The Promoter reserves the right to request winners to provide proof of identity; proof of residency at the nominated prize delivery address and/or proof of entry validity. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

9. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, nudity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions of entry or



who has, in the opinion of the Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or the Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

10. The entry must be the original work of the entrant and/or entrants, and they must own or be the beneficiary of all relevant rights, including copyright, to use the material in an advertisement. The entry must not in any way violate or infringe (or could reasonably be expected to violate or infringe) the intellectual property or other rights of another person or entity.

11. Entries must not include an image or personal information of another person or persons unless you have their consent; nor may it pose or creates a privacy or security risk to any person.

12. Entries must not advertise, promote or solicit any goods or services or commercial activities.

### **How the competition will be judged**

13. A panel of judges selected by the Promoter will be responsible for selecting up to five (5) finalist entries (**Finalists**) in their absolute discretion, based on an assessment of the overall qualities of the entries. The panel of judges will select the winning entries from the Finalists. The winning entries will be the two deemed to have greatest cut through with the target audience (young people of driving age), and be most suitable for use in a wider advertising campaign. While professional-standard production values are not expected, the video will need to be of sufficient quality to be used in a mainstream publication. The Judge's decision will be final and no correspondence or negotiation will be entered into.

14. A National winner prize of \$2000.00 will be awarded to the winning school.

The winning films will be shown each day at bstreetsmart 2020. If the school attends bstreetsmart 2020, the winning schools will be presented with a plaque/trophy on the day they attend and given priority seating at the event.

### **Use of your Material**

15. General: By uploading, transmitting, posting or otherwise making available any material, data, content or other thing (Material) via the bstreetsmart network, you:

- (a) grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form and for any purpose;
- (b) warrant that you have the right to grant the above mentioned licences;
- (c) unconditionally waive all moral rights (as defined by the Copyright Act 1968) which you may have in respect of the Material.

We reserve the right (but have no obligation) to:

- review, modify, reformat, reject or remove any Material which you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) that, in our opinion, violates the Conditions or otherwise has the potential to harm, endanger or violate the rights of any person; and
- monitor use of the bstreetsmart Network, and store or disclose any information that we collect, including in order to investigate compliance with the Conditions or for the purposes of any police investigation or governmental request.



We are not responsible for, and accept no liability with respect to, any Material uploaded, posted, transmitted or otherwise made available on the bstreetsmart Network by any person other than us. For the avoidance of doubt, we will not be taken to have uploaded, posted, transmitted or otherwise made Material available on the bstreetsmart Network simply by facilitating others to post, transmit or other make Material available. Furthermore, we do not endorse any opinion, advice or statement made by any person other than us.

16. In clauses 17 and 18:

**Exclusive License** means the entrant grants to the Promoter an exclusive license throughout the universe, in perpetuity, to the Rights, which reverts to a Non-Exclusive Licence in the circumstances described in clause 18, below.

**Non-Exclusive License** means the entrant grants to the Promoter a non-exclusive license throughout the universe, in perpetuity, to the Rights.

**Rights** means the rights to distribute, license and otherwise exploit the Material, or any part of the Material, in any and all media, whether now known or hereafter devised, including, without limitation, theatrical; non-theatrical; television (all forms including free, pay, terrestrial, cable, and satellite); pay-per-view, video-on-demand, subscription-video-on-demand, and near-video-on-demand; home video (all forms including videocassettes, DVD, Blu-Ray, and all other types of videograms, or other analogous home video technology, whether now known or hereafter devised); electronic rental, electronic sell-through, download to own, and all other forms of electronic delivery including internet, online, and mobile transmission by any and all means, method, process or device now known or hereafter devised; hotel, airline and ship rights; and all advertising, publicity and promotional rights (including trailers, clips and excerpts).

17. By submitting your Material to the Promoter, and for good and valuable consideration set out in these terms and conditions, including the right to participate in the Promotion, you grant to the Promoter the Exclusive Licence on and from the date of submission of your Material.

18. If your entry is NOT chosen as one of the 5 Finalists, the Exclusive Licence reverts into a Non-Exclusive Licence in respect of your Material on 3 September 2020.

19. If your entry IS chosen as one of the 10 Finalists, including the winning entry, the Exclusive Licence in respect of your Material continues in perpetuity.

20. You represent and warrant to the Promoter that:

- (a) you have the sole and full right and authority to accept these terms and conditions and enter the Promotion and this agreement, and to grant the rights granted in this agreement;
- (b) the rights (including the Rights and all intellectual property rights in the Material have not been, and will not be, assigned, licensed or otherwise granted, in whole or part, to any person other than the Promoter, unless and until the licences described in clauses 17 and 18 are terminated by the Promoter;
- (c) you have permission to reproduce and exploit all third party materials (and/or the results and proceeds of all third party services) contained in the Materials or on which the Materials are based, including without limitation sound recordings, music and lyrics;
- (d) all of the performers in the Materials have consented in writing to the use of their performances in the Materials;
- (e) you have obtained from each contributor to the Materials (**Contributor**), including with respect to the underlying works in the Materials, a written release and consent to use the results and proceeds of the Contributor's services and/or contributions to the Materials including, without



limitation, the right to edit, alter or reproduce such results and proceeds, in any manner or context, by the Promoter or any person authorised by the Promoter, and such consents have been obtained to the full extent permitted under the Copyright Act 1968 (Cth) (**Moral Rights Consents**);

(f) you have obtained from each Contributor authorisation for the Promoter to use the Contributor's name and likeness in connection with any publicity for the Promotion or the Promoter;

(g) you are entitled to grant to the Promoter permission to make use of each and every right referred to in clauses 16, 17, 18 and 19 (as applicable), and the use or exploitation of the Materials as contemplated by these terms and conditions will not violate the rights (including copyright) of any third party;

(h) all details submitted by you in the entry process are true and correct, and you indemnify the Promoter from and against any and all claims and demands made against the Promoter, its assigns or licensees, in relation to the representations and warranties made by you under this clause 20;

(i) no part of the Materials is, or will be, actionable for defamation or violate any right of privacy or publicity of any person, and the full use of the rights in the Materials will not violate any rights, including copyright or moral rights, of any person, firm, or corporation; and

(j) the Materials are not the subject of any litigation nor is it threatened by any claim or litigation.

#### **Other conditions**

21. The Promoter accepts no responsibility for any late, lost or misdirected entries including delays in the posting of comments due to technical disruptions, network congestion or for any other reason.

22. The cost of entering the competition will be dependent on the entrant's individual Internet Service Provider.

23. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's work, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with The Promoter or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

25. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner.

26. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.

27. The Promoter's decision in respect of any matter in connection with the Promotion is final and the Promoter will not enter into correspondence regarding the Promotion, including results or winning entries.

28. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.

29. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.





30. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

31. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

32. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

33. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

34. The Promoter is bstreetsmart (ABN: 48 702 394 764) C/- Trauma Department, Westmead Hospital, Cnr. Hawkesbury & Darcy Roads, Westmead NSW 2145.