

## TERMS & CONDITIONS OF ENTRY

AS THE PRODUCER OF THE FILM, YOU (PRODUCER) MUST UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF ENTRY OUTLINED BELOW (IF YOU ARE UNDER 18, YOUR PARENT/GUARDIAN MUST UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS).

1. By correctly completing the Application Form located at [www.myhillsong.com/theexchange](http://www.myhillsong.com/theexchange) (**Application Form**) and delivering two (2) copies of the Producer's film (Film) in the form set out in the 'Entry Guidelines' to Hillsong Church Ltd (ABN:37 002 745 879) at 1 - 5 Solent Circuit, Baulkham Hills NSW 2153 (**Hillsong**) by no later than 5:00pm on 25<sup>th</sup> February 2011 (Hillsong accepts no responsibility for any Application Form or Film that is late, lost, or damaged), the Producer has applied to enter the Film in "The eXchange Film and Art Festival" (**Festival**) and related competitions and accepts that the conditions contained in the Application Form, the 'Entry Guidelines' (which includes the 'Your Questions Answered' sheet), and these terms and conditions (together, the **Terms and Conditions**) create a legally-binding agreement between Hillsong and the Producer.
2. Hillsong may, in its absolute discretion and without giving reasons, short-list the Film for the last judging round for selection of the finalists for the Festival (**Shortlisted**) and/or select the Film from the Shortlisted films as a finalist for viewing and judging (**Selected**) on such date as Hillsong may nominate. Any prizes awarded are not transferable, exchangeable or redeemable for cash. If the Film is Shortlisted, Hillsong may require the Producer to provide certain additional materials, as set out in the 'Entry Guidelines'. If these materials are not supplied on or before **1<sup>st</sup> April 2011**, at Hillsong's discretion the Film will be deemed ineligible as a Shortlisted film and a replacement film may be Shortlisted in its place.
3. If the Film is not Shortlisted for the Festival, Hillsong will store a copy of the film for archival purposes but will not use the film for any other purposes other than outlined in this agreement.
4. The Producer makes the following guarantees to Hillsong and warrants that:
  - a) the Film complies with the Terms and Conditions;
  - b) the Producer has the rights to grant Hillsong the right to screen the film irrespective of any contractual agreements the Producer may have, and the Producer indemnifies Hillsong of any breach of the Producers current contractual agreements;
  - c) the rights (including the intellectual property rights) in the Film have not been, and will not be prior to the Festival, assigned or licensed or otherwise granted, in an exclusive or non-exclusive arrangement, to any person other than Hillsong;
  - d) the Producer is entitled to reproduce and exploit all of the underlying works in the Film by including these in the Film\*;
  - e) without limiting clause 4(d), the Producer is the owner, or has permission from the owner, of the copyright in the sound recordings comprising the soundtrack and the underlying composition to the Film and the music and lyrics reproduced in those sound recordings\*;
  - f) all the performers in the Film have consented in writing to the use of their performances in the Film\*;
  - g) the Producer has obtained from each contributor to the Film, including to the underlying works in the Film (**Contributor**), a written consent to their work being edited, altered and/or reproduced, in any manner or context, by the Producer, and any person authorised by the Producer to do so (including Hillsong), and such consents have been obtained to the full extent permitted under the Copyright Act, 1968 (**Moral Rights Consents**)\*;

- h) the Producer has obtained from each Contributor authorisation for Hillsong to use the Contributor's name and likeness in connection with any publicity for the Festival and related competitions, and an undertaking that the Contributor will perform publicity appearances for the Festival and related competitions if reasonably requested by the Producer or Hillsong\*;
- i) the Producer is entitled to grant to Hillsong permission to make use of each and every right referred to in clauses 5, 6 and 7 (as applicable) and the use or exploitation of the Film as contemplated by the Terms and Conditions will not violate the rights (including copyright) of any third party;
- j) the Producer will pay all costs associated with entry of the Film in the Festival; and
- k) all details in the Application Form are true and correct, and the Producer indemnifies Hillsong from and against any and all claims and demands made against Hillsong, or any assignee or licensee of Hillsong, in relation to the guarantees provided by the Producer in this clause 4.

\*An example release form for the purposes of complying with clause 4 (d), (e), (f), (g) and (h) above can be obtained from the Hillsong offices (see clause 1 of this Application Form).

5. Subject to clauses 7 and 8, in consideration of Hillsong reviewing the Film for the purpose of the Film being Shortlisted and/or Selected for the Festival, the Producer grants an exclusive licence throughout the world, in all media now existing or subsequently devised, in all languages, until 25<sup>th</sup> February 2011 to Hillsong (whether or not the Film is Shortlisted or Selected for the Festival) to do any and all of the acts now or subsequently comprising the copyright in the Film, or any part of the Film, including any production stills for the purposes of the Festival until 25<sup>th</sup> February 2011.

6. Subject to clauses 7 and 8, in consideration of Hillsong reviewing the Film for the purpose of the Film being Shortlisted and/or Selected for the Festival, the Producer grants a non-exclusive licence throughout the world, in the media of Television and Internet streaming, in all languages, in perpetuity to Hillsong (whether or not the Film is Shortlisted or Selected for the Festival) to do any and all of the acts now or subsequently comprising the copyright in the Film, or any part of the Film, including any production stills for the purposes of the Festival.

7. Notwithstanding clause 5, if Hillsong notifies the Producer that the Film is not Shortlisted for the Festival, the exclusive licence granted by the Producer to Hillsong under clause 5 will, on the Notification Date, automatically terminate and all rights granted to Hillsong by the Producer will automatically revert to the Producer, and neither Hillsong, nor any assignee or licensee of Hillsong, will have any rights, including copyright, in the Film.

8. Notwithstanding anything contained in the Terms and Conditions, the Producer must not grant any rights in the Film to any person:

- a) prior to the Festival; or
- b) where the grant of such rights would put Hillsong in breach or potential breach of any agreement or arrangement made known to the Producer by Hillsong or of which the Producer ought to be aware.

9. The Producer:

- a) acknowledges that Hillsong, and assignees or licensees of Hillsong, may need to edit, alter and/or reproduce the Film and the Producer consents to these actions by Hillsong, and any assignees or licensees of Hillsong, in any manner or context, in perpetuity throughout the world, and such consent is given to the full extent permitted under the Copyright Act, 1968; and
- b) without limiting clause 10(a), authorises Hillsong and its assignees and licensees to do any and all acts comprised in the Moral Rights Consents.

10. The Producer authorises Hillsong to use the Producer's name and likeness in connection with any publicity for the Festival and related competitions, and the Producer agrees to undertake publicity appearances for the Festival and related competitions as reasonably requested by Hillsong.

11. The agreement created by the Terms and Conditions is made in New South Wales, Australia and is governed by the jurisdiction of the courts of New South Wales. The Producer will do such acts and sign, or cause to be signed, such instruments as Hillsong may reasonably request for the purposes of this agreement. Hillsong may assign or license its interest under this agreement. The Producer must not assign or license its interest under this agreement. A reference to a person includes a body corporate. The singular includes the plural and vice versa. Includes and including are not words of limitation. The words and expressions used in this agreement have the meanings given to them in the Copyright Act, 1968 unless expressly stated to the contrary in this agreement. A reference to a "film" is a reference to a "cinematograph film". In the case of any inconsistency between the terms and conditions set out above and any other language contained in the Terms and Conditions (as defined in clause 1), the terms and conditions set out above prevail.

**I, the Producer, am 18 years old and hereby understand and agree to the Terms and Conditions of Entry as outlined above.**

Name of Film submitted: \_\_\_\_\_  
(PLEASE PRINT)

Producer/s Name: \_\_\_\_\_  
(PLEASE PRINT)

Producer/s Signature: \_\_\_\_\_

Signed on: \_\_\_\_\_  
(Day / Month / Year)

**I, the Parent or Guardian of the Producer, hereby understand and agree to the Terms and Conditions of Entry as outlined above.**

Name of Film submitted: \_\_\_\_\_  
(PLEASE PRINT)

Producer/s Name: \_\_\_\_\_  
(PLEASE PRINT)

Producer/s Signature: \_\_\_\_\_

Signed on: \_\_\_\_\_  
(Day / Month / Year)

## **YOUR QUESTIONS ANSWERED**

DO YOU HAVE QUESTIONS ABOUT THE "THE EXCHANGE" FESTIVAL AND CREATING A SHORT FILM FOR THE FESTIVAL? WE HAVE COMPILED A LIST OF FREQUENTLY ASKED QUESTIONS AND ANSWERS TO HELP YOU IN YOUR JOURNEY

### **What is the deadline for THE EXCHANGE FESTIVAL 2011?**

The deadline for entries for The eXchange Festival 2011 is 5:00pm 25<sup>th</sup> February 2011.

The deadline for shortlisted physical items for the Festival is 5:00pm 11<sup>th</sup> March 2011.

### **When is the Festival held?**

In 2011 the Festival is scheduled for Friday 22<sup>nd</sup> April - Sunday 24<sup>th</sup> April.

### **What is the theme for 2011?**

It can be about anything as long as the story relates in subject or thematically to "Sacrifice/ Resurrection/ Forgiveness/ Redemption/ Faith/ Hope/ Love." In addition to the theme(s), an anchor is to be creatively incorporated into the submission.

### **What is the maximum length for Arts for the Festival?**

5 minutes including titles and credits.

### **Is there a minimum length?**

No.

### **Can I submit more than one Art for the competition?**

Yes - there is no restriction on the number of entries, but please remember that more entries will not give you a greater chance of being shortlisted, so focusing on quality is better than quantity.

### **Does Hillsong accept international entries?**

Yes.

### **Does Hillsong accept animations?**

Yes.

### **Does Hillsong accept documentaries?**

Yes.

### **Are there other important restrictions?**

Although Hillsong would prefer the Festival to be the first screening of the Film or Art, we do require that there are no restrictions on preventing you from showing the film at the Festival. This means you are guaranteeing us that you do not have any other agreements in place preventing us from showing the film as per the Terms and Conditions.

### **Can I re-edit Art that has already screened so it fits the Hillsong guidelines?**

If it fits within the guidelines previously outlined including no other restrictions preventing you from doing so from other agreements, then this is acceptable.

**What format do I have to shoot on?**

You can shoot on any format you like (or can afford) – HD, DVD, 35mm, 16mm, Mini DV, or for still Photographic images, Digital SLR or simple point and shoot cameras. Whatever format is available to you. The format the Art is shot on does not constitute any change to the entry requirements for handover of the Art for submission.

**What format do you accept for entry?**

For Film entries, you must provide, at your expense, your Art in both a file format (QuickTime Movie: DV PAL or DVCPRO50 codec) on a DVD Data Disc as well as a playable DVD (set to ALL REGIONS) for previewing. The QuickTime must be headed by a clapper (Reference title card), stating your name, Art title, and running time and your Art must be in PAL.

For other entries, you must initially submit a photographic image (in JPEG, GIFF, PNG, or PDF format, under 2MB). Physical Art and/or Photographic image presentations that are chosen for showing at the Festival must be delivered at your expense to the address outlined on the Entry Guidelines.

**Does it cost anything to enter?**

No.

**Do I need to apply for an ABN number/register for the GST?**

If you are making your Art for Hillson as a hobbyist - i.e. you are not a professional Artmaker, then it is not a necessity to register for an ABN/GST. If your Art makes it to the finals, a staff member will discuss your options with you at this time. This is due to the fact that we distribute the finalist and short listed Arts following the Festival. This distribution activity attracts a financial return (however limited!). To obtain professional advice with regard to ABN/GST registration we recommend you contact your accountant or the Australian Taxation Office on 13 24 78.

**Do I have to obtain copyright clearance for the music?**

YES! You must own all copyright for or have written permission to use all underlying works included in the Art including music, performance and script. Arts Law has a great website [www.artslaw.com.au](http://www.artslaw.com.au) with lots of information and advice about copyright. We suggest you a read through their articles on copyright as well as their short Art guide for producers. Otherwise, If you would like further advice on copyright and clearances consult our Artmaker Representative on + 61 2 8853 5353 or email [theexchange@hillson.com](mailto:theexchange@hillson.com).

**Can I use any piece of music as long as I have permission?**

You can use most pieces of music provided you have received the necessary permissions from the copyright owner(s). Well known/published music can become very expensive to use. You will need to have cleared rights to use the piece of music in “all media” and in “all territories” (**please see Terms and Conditions**). Hillson has a network broadcast of the event and acts as a distributor for finalist and short listed Arts following the Festival. You must have cleared all music in order to participate in such activities and, indeed, such clearance is a condition of entering your Art in the Festival. It is important to note that you are not just asking for a “festival clearance” of the music. AMCOS administers the rights for production music libraries and it does have a special festival rate for production music. However, this does not apply to Hillson because the Art may be screened after the festival via our many distribution channels which means you would need additional rights and clearances. Try to use copyright or royalty-free music in your Art. Don't limit the life of your Art by making rushed music choices or leaving this until the last minute. Music should be one of the first things you must consider when planning your production. Call us on +61 2 8853 5353 for clarification on any of the above.

**Can I use music that I download from a website?**

Just because you are able to download music from a website does not mean you can use it in your Art. In most cases, music made available to download is for “private use” only (i.e. not a festival screening in front of thousands of people!). If you plan on using downloaded music, please make sure ensure that it clearly states it is “copyright or royalty free” – i.e. there is no copyright owner or royalties that need to be paid, or that it clearly states you are able to do so. Having said this, there still may be limitations on how you use the music so we strongly suggest you read the fine print and contact the owner/s of the website just to be sure. Remember, you will need clearance in “all media” and “all territories” to be eligible for the Festival.

**Do I need written permission from cast etc?**

Yes, you must request all actors, writers and composers of your Art sign a Release Form, which can be downloaded from our website [www.myhillson.com](http://www.myhillson.com). You will need to supply these to us if you are short listed. If you are having difficulty in filling the form out, please contact us on +61 2 8853 5353 or [theexchange@hillson.com](mailto:theexchange@hillson.com). We suggest you print out a few of these forms and bring with you to your shoot, that way you don't have to chase them later.

**What will the production stills be used for?**

If your Art makes it to the finals, the stills you provide will be used in publicity materials produced by Hillson and in our Festival catalogue.

**What ratio will my Art be screened at?**

This year the Festival will screen all Arts at 16:9 ratio. This means if you shoot your Art at 4:3 you need convert it to 16:9 in post-production. There are two methods in which you can convert your Art from 4:3 to 16:9:

1. The picture is simply transferred from 4:3 to 16:9 leaving black bars on both sides of the image (this method is known as Pillerbox).
2. The picture is enlarged to fit horizontally on the screen. Note that this method means that the top and bottom of your picture is cropped to fit the 16:9 ratio.

There are pros and cons for both aspect ratio conversion methods. We suggest that you look into each method further and choose which best suits the look and feel of your Art.

Please be aware that not all digital cameras (particularly older cameras) have the option to shoot 16:9 so if you are planning on shooting at this ratio, make sure check your camera's features well before your shoot date.

**What if my Art contains subtitles?**

This is fine; however, please consider that the Art maybe screened in a very large environment, with many audience members a great distance away from the screen. You should double the size of subtitling and avoid yellow shades. White on black is best in terms of visibility.