

TERMS & CONDITIONS OF ENTRY

AS THE PRODUCER OF THE ART AND/OR PHOTOGRAPHIC IMAGES, YOU (PRODUCER) MUST UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF ENTRY OUTLINED BELOW.

1. By correctly completing the Application Form located at www.myhillsong.com/theexchange (**Application Form**) and delivering the photographic image of the Producer's Art and/or Photographic Images (Art) 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 5pm on 12th March 2010 (Hillsong accepts no responsibility for any Application Form or Art that is late, lost, or damaged), the Producer has applied to enter the Art 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 Art for the last judging round for selection of the finalists for the Festival (**Shortlisted**) and/or select the Art from the Shortlisted Art 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 Art 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 **26th March 2010**, at Hillsong's discretion the Art will be deemed ineligible as a Shortlisted film and replacement Art may be Shortlisted in its place.

3. If the Art is not Shortlisted for the Festival, Hillsong will store a photographic copy of the Art for archival purposes but will not use the Art for any other purposes other than outlined in this agreement.

4. The Producer makes the following guarantees to Hillsong:

- a) the Art complies with the Terms and Conditions;
- b) the Producer has the rights to grant Hillsong the right to show the Art 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 Art 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 Art by including these in the Art*;
- e) without limiting clause 4(d), the Producer is the owner, or has permission from the owner, of the copyright in respect of any third party rights;
- f) all the performers in the Art have consented in writing to the use of their performances in the Art*;
- g) the Producer has obtained from each contributor to the Art (**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 Art 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 Art 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 Art for the purpose of the Art 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 31 May 2010 to Hillsong (whether or not the Art is Shortlisted or Selected for the Festival) to do any and all of the acts now or subsequently comprising the copyright in the Art, or any part of the Art, including any production stills for the purposes of the Festival until 31 May 2010.

6. Subject to clauses 7 and 8, in consideration of Hillsong reviewing the Art for the purpose of the Art 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 Art is Shortlisted or Selected for the Festival) to do any and all of the acts now or subsequently comprising the copyright in the Art, or any part of the Art.

7. Notwithstanding clause 5, if Hillsong notifies the Producer that the Art 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 Art.

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

- a) prior to the Festival; or
- b) where the grant of such rights would put Hillsong in 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 Art 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 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. 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 of 200

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 of 200

YOUR QUESTIONS ANSWERED

DO YOU HAVE QUESTIONS ABOUT THE "THE XCHANGE" FESTIVAL AND CREATING A SHORT ART 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 XCHANGE FESTIVAL 2010?

The deadline for entries for The eXchange Festival 2010 (**Festival**) is 5:00pm 12th March 2010.

The deadline for shortlisted physical items for the Festival is 5:00pm 26th March 2010.

When is the Festival held?

In 2010 the Festival is scheduled for Friday 2nd April - Sunday 4th April.

What is the theme for 2010?

It can be about anything as long as the story relates in subject or thematically to "Sacrifice/ Resurrection/ Forgiveness/ Redemption/ Faith/ Hope/ Love"

Can I submit more than one Art submission 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/displaying of the Film or Art, we do require that there are no restrictions on preventing you from showing the Film or Art 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 been displayed 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 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 Hillsong 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 clearances for anything?

YES! You must own all copyright for or have written permission to use all underlying works included in the Art including performance! Arts Law has a great website 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@hillsong.com.

Do I need written permission from cast etc?

Yes, you must request all actors and talent of your Art to sign a Release Form, which can be downloaded from our website www.myhillsong.com/theexchange. 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@hillsong.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.