

MAFMAD Terms and Conditions

1. Participation

- 1.1 This competition ("Competition") is conducted by the Transport Accident Commission, ABN 22 033 947 623 of 60 Brougham Street Geelong Vic 3220 ("TAC").
- 1.2 All instructions, information on how to enter and prize information published by the TAC form part of these Terms and Conditions.
- 1.3 Entry to the Competition is only open to Victorian residents aged 25 years or under as at 20/06/11 (to qualify for the "youth" market being the focus of this Competition) who have never lost any licence to drive ("Licence") for any reason ("Eligible Persons").
- 1.4 When completing the official entry form, entrants are required to consent to the TAC requesting from VicRoads (or the equivalent regulator in any Australian state or territory) ("Licence Regulator"), and the relevant Licence Regulator providing to the TAC, verification of the entrant's age and driving history for the purpose of confirming that the entrant is an Eligible Person (see Privacy Statement below for further details).

2. Entries

- 2.1 To enter the Competition, entrants must submit:
 - (a) a fully completed and signed official entry form (available to download from www.mafmad.com.au);
 - (b) an idea/synopsis that relates to the Creative Brief entitled "2011 Brief" (which is provided at www.mafmad.com.au) and which may include storyboards, visual references and other relevant materials as required ("Synopsis"), ("Entry"); and
 - (c) the idea/synopsis must be a maximum of two A4 pages in length. These two pages may consist of any form; text or pictures etc. If a synopsis is over two pages long, it will be eliminated.
- 2.2 There is no fee to enter the Competition but costs incurred in preparation of the Entry are the responsibility of the entrant.
- 2.3 Entries to the Competition will be accepted from 22/02/11 until 5pm 20/06/11. All Entries should be submitted either via www.mafmad.com.au or Grey Worldwide, Level 2, 4-10 Amsterdam Street, Richmond Vic 3121 ("Grey").
- 2.4 No responsibility is accepted by the TAC or Grey for late, lost or misdirected Entries.
- 2.5 Submission of an Entry to the Competition is deemed to be an acceptance of these Terms and Conditions.
- 2.6 One person only must be nominated as the entrant for each Entry submitted for the Competition entrant. There is no limit on the number of Entries an entrant may submit to the Competition. The entrant is responsible for ensuring that these Terms and Conditions and all other legal requirements in relation to the Competition are met.
- 2.7 All Entries must be the original work of the entrant.
- 2.8 Any entrant wishing to withdraw from the Competition at any time must inform Grey of their intention to do so in writing (attention: Bec Steward) no later than 5pm on 20/06/11. If notification is received by this date, the entrant's Synopsis will be returned. After this date, all Entries become the property of the TAC and each entrant with a valid Entry at 5pm on 20/06/11 assigns to the TAC all intellectual property rights in their Entry.
- 2.9 The Competition will be judged in accordance with the judging criteria published at www.mafmad.com.au. Chance plays no part in determining the winner. The judges' decision is final and no correspondence shall be entered into.

3. Finalists

- 3.1 The TAC will select a number of entrants (the number will be determined by the TAC in its absolute discretion) as Competition finalists ("Finalists"). Finalists will be announced on 20/07/11.
- 3.2 All Finalists will be invited to develop a script for a film substantially in accordance with the Synopsis together with a budget and other requirements as notified by the TAC from time to time ("Script").
- 3.3 Final copies of Scripts will need to be delivered to Grey by 5pm 05/08/11 ("Script Due Date"). All Finalists who deliver a Script to Grey by the Script Due Date will be paid \$500 by the TAC ("Script Development Fee").
- 3.4 In consideration of the payment by TAC of the Script Development Fee and the TAC considering the script for final production, all Finalists assign to the TAC all intellectual property rights in their Script.

4. Winners

- 4.1 Two of the Finalists who submit Scripts will be selected as Competition winners ("Winners"). Winners will be announced on 10/08/11. Winners will be commissioned by the TAC to make a film substantially in accordance with the Script ("Film").
- 4.2 Each Winner will be allocated a budget for production of the Film (the budget to be determined by the TAC in its absolute discretion) ("Budget"). The TAC anticipates that the Budgets will be up to \$20,000 per Film. The Budget will be paid to each Winner as a single payment on a date to be advised by the TAC. The Budget is the only payment that the TAC will make towards the cost of making

- the Film and the TAC will not be liable for any other expenses incurred by the Winner in respect of the Film.
- 4.3 The TAC accepts no responsibility for any tax implications that may arise from the payment of the Budget. Independent financial advice should be sought.
- 4.4 The Film must be submitted to the TAC on the date to be advised by the TAC (or any extension of that date as approved by the TAC) ("Film Due Date"). Failure to submit the Film by the Film Due Date may result in the Winner being required to repay part or all of the Budget to the TAC.
- 4.5 In relation to the Film, Winners are responsible for ensuring that:
 - (a) all scenes are filmed in accordance with all applicable occupational health and safety guidelines;
 - (b) Victorian road safety rules and speed limits are adhered to at all times in the production of the film (confirmation of these rules and limits can be accessed from any VicRoads office or at www.vicroads.vic.gov.au); and
 - (c) any person who appears in their Synopsis, Script or Film ("Talent") must be and appear to be 18-25 years unless an older or younger role is specified in the Synopsis.
- 4.6 As a condition of being selected as a Winner, each Finalist will be required to assign to the TAC all of their intellectual property rights (including copyright) in the material submitted to the TAC for the purposes of or in connection with this Competition (including the Synopsis, Script, the Film and all filmed material), in consideration of the payment by the TAC of the Budget. Each Finalist selected as a Winner must sign any agreements, assignments and further moral rights consent required by the TAC and acknowledges that payment of the Budget is conditional upon these documents being signed.
- 4.7 Each Winner will be permitted to include their Film on their reel and to enter the Film into subsequent film competitions, subject to the TAC receiving appropriate recognition and on the condition that no re-editing of the Film will take place without the written consent of the TAC.

5. Prizes

- 5.1 Each Winner will receive a cash prize of \$5,000, provided that they have signed and complied with all agreements referred to in clause 4.6 and their Film is submitted by the Film Due Date. No prize will be awarded if the Film is not received by the Film Due Date.
- 5.2 The TAC accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.

6. General

- 6.1 All Synopses, Scripts and Films must relate to the Competition theme for 2011, as outlined in the Creative Brief.
- 6.2 All of the TAC's decisions are final and no correspondence will be entered into.
- 6.3 All Finalists and Winners have an ongoing obligation to disclose any facts or information which may lead to or flow from a suspension or cancellation of any motor vehicle Licence, whether in Victoria or interstate, to the TAC during their participation in any aspect of the Competition to confirm that they remain an Eligible Person.
- 6.4 The TAC reserves the right to refuse to progress an entrant if the entrant has a potential Licence cancellation or suspension pending, or is in dispute in relation to a Licence cancellation or suspension.
- 6.5 Entrants are responsible for obtaining all necessary licences, consents and approvals in relation to:
 - (a) any third party material that appears in their Synopsis, Script or Film (including without limitation any music, voice-overs, footage or other copyright material); and
 - (b) the use of the name, image or likeness of any Talent, to enable the entrant to enter this Competition and, where applicable, to assign the rights in their Synopsis, Script and Film to the TAC. The entrant agrees to execute all such documents and do all such other things reasonably required by the TAC to confirm that this obligation has been complied with (including the execution of any copyright licence agreements and Talent release forms provided by the TAC). The entrant agrees to indemnify the TAC for any loss or damage that may be suffered by the TAC as a result of a breach by the entrant of this clause.
- 6.6 To the full extent permitted by law, the TAC and its agencies and any of their personnel ("Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) whatsoever which is suffered or incurred by any entrant arising out of, or in any way connected with, the Competition or prizes, including: (i) any indirect, economic or consequential loss; (ii) any loss arising from any negligent act or omission by any of the Relevant Parties; (iii) any liability for personal injury or death.
- 6.7 If entries, in this competition are taken via the Internet, entrants acknowledge and agree that the TAC is not responsible for technical failures or malfunctions or traffic congestion on the Internet. The TAC accepts no responsibility for any virus or other harmful code that is downloaded by the entrant in participating in this competition.

Privacy Statement

The TAC collects entrants' personal information provided for the purpose of entering this Competition ("Information") and may disclose it to its marketing and promotional agencies, information technology providers and database service providers in order to conduct this Competition and to send the entrant further information from the TAC about future TAC safety initiatives (if the entrant opts to receive this information by ticking the box in the entry form). If the information and consent to release information requested on the entry form is not provided, the entrant will not be able to enter the promotion. By completing an Entry and submitting it to the TAC, the entrant is consenting to his or her name and date of birth being provided by the TAC to any Licence Regulator so that the Licence Regulator can verify the entrant's age and advise the TAC of the entrant's driving history including whether

the entrant's Licence is or has previously been suspended or cancelled for any reason. Individuals may contact the TAC to request access to, or corrections of, the Information that the TAC holds about them.

I would be happy to receive further information emails about TAC safety initiatives. (please tick)

Send this with your full name to:
Gemma Radbourn
Transport Accident Commission
L3, 60 Brougham Street
GEELONG VIC 3220