



The Tasmanian Breath of Fresh Air (BOFA) Film Festival 2012 “Essence of Tasmania” Short Film Competition

Tourism Tasmania is sponsoring 4 x AUD5,000 prizes to filmmakers who can capture the essence of Tasmania.

Brief

Do you have the creative flair to capture the essence of Tasmania in less than three minutes?

Engage and inspire others to explore Tasmania and pick up AUD5,000 for your troubles.

Tourism Tasmania believes that short film is the perfect medium to showcase all that is brilliant about Tassie; from its natural beauty to the characters that dwell here. This is not about making a television commercial; this is about telling Tasmania’s story in **your** way. Be as creative as you wish. You might see Tasmania through the eyes of a visitor, follow the path of your convict ancestors, tell an evocative tale, or take a quirky approach.

Your film could be used to promote Tasmania to the world in various forms of communication including social media.

Practical Requirements

The Tasmanian Breath of Fresh Air (BOFA) Film Festival, Australia’s newest and freshest film festival in conjunction with Tourism Tasmania invites you to capture the “Essence of Tasmania” in a short film in English or subtitled, shot in high definition and no longer than 3 minutes in any of the following genres:

- drama;
- documentary;
- humour (comedy);
- romance;
- grand adventure;
- sci-fi

Tell us a story, with a beginning, middle and end. It may be quirky; unique; distinctive; imaginative; unforgettable; breathtaking; funny; sad; evocative; exciting; or simply beautiful. The context for your film is Tasmania; but the context does not necessitate footage shot in Tasmania. Entry is open to anyone anywhere in the world who satisfy the other eligibility criteria.



OUR MISSION & OBJECTIVE

The Tasmanian Breath of Fresh Air (BOFA) Film Festival

BOFA showcases shorts, features and documentaries which provide a fresh perspective on and/or an innovative approach to screen-based story telling that inspires positive change.

BOFA stands for "a breath of fresh air", the very essence of fine film and of Tasmania. It is a celebration of the power of film to affect positive change in the modern world.

Tourism Tasmania

Tourism Tasmania is a Tasmanian Government organisation whose role is to lead the tourism industry in jointly delivering marketing and development programs that drive benefits for Tasmania from domestic and international tourism.

Tourism Tasmania's strategic direction has been shaped by our recognition of the changed world for tourism in Tasmania and the need for us, as an organisation, to continue to change ourselves to meet the challenges of this new world.

Our marketing objective is to establish, articulate and maintain the brand and brand values, particularly through creative and innovative marketing

Important: Changed lodgement requirements: Entrants are advised to disregard 3.2 and 3.3 in the following Terms and Conditions, as entries are not able to be lodged via withoutabox. The Terms and Conditions have not changed, but the process for lodging your entry has been changed.

Instead, entries must be lodged via www.dropbox.com to submissions@tourismtasmania.com.au. You must submit Your Film in high definition format (H.264 QuickTime file – 16:9) and the fully completed entry form found at 2012 Entry Form - <http://www.bofa.com.au/pdf/BOFA-Essence-Comp-Entry-Form.doc> Receipt of the quicktime file and completed entry form is necessary for a valid entry.

TERMS AND CONDITIONS OF ENTRY INTO THE TASMANIAN BREATH OF FRESH AIR (BOFA) FILM FESTIVAL "ESSENCE OF TASMANIA" SHORT FILM COMPETITION (THE "COMPETITION")

The Competition is hosted by The Tasmanian Breath of Fresh Air (BOFA) Film Festival (“**Promoter**”) and sponsored by The Crown in Right of Tasmania (including Tourism Tasmania) represented by the Department of Economic Development, Tourism and the Arts (“**Tourism Tasmania**” or “**Sponsor**”).

Information on how to enter forms part of these Terms and Conditions. By entering the Competition, the entrant (“**you**”) are deemed to have read, understood and accepted these Terms and Conditions.

1. ELIGIBILITY

- 1.1 The Competition is offered and open only to individuals who are at least the age of majority in the jurisdiction of their residence at the time of entry. All employees and their immediate families of the Promoter, the Sponsor and related corporations and agencies associated with the Competition are ineligible to enter.
- 1.2 Each entry must comply with these Terms and Conditions. The Promoter reserves the right, in its sole discretion at any time, to verify the validity of your entry, your eligibility to enter the Competition and your compliance with these Terms and Conditions, and to refuse to award any prize to you or to disqualify you if you are ineligible to enter the Competition or if you submit an entry that does not comply with these Terms and Conditions or if you tamper with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

2. COMPETITION PERIOD

- 2.1 The competition commences on 23 December 2011 at 5pm Australian Eastern Daylight Savings Time (AEDST) and concludes on 13 April 2012 at 5pm (AEDST) (“**Competition Period**”). Any entry received after the expiry of the Competition Period will be deemed invalid.

3. ENTRY REQUIREMENTS

- 3.1 To enter the Competition, you must submit a short film (“**Your Film**”) that:
 - (a) has a total running time of no longer than 3 minutes, including titles and credits;
 - (b) includes credits no longer than two frames, and including a credit acknowledging that Your Film is an entrant in the Tasmanian Breath of Fresh Air (BOFA) film festival “Essence of Tasmania” short film competition;
 - (c) complies with G Classification Guidelines set by the Office of Film and Literature Classification (<http://www.comlaw.gov.au/Details/F2009C00421>);
 - (d) has not been exhibited, exploited or otherwise made available to the public, or licensed or assigned to any third party, prior to entry into the Competition.

3.2 You must submit Your Film via www.withoutabox.com. Entries can be made from mid January via the withoutabox link on the BOFA site (www.bofa.com.au) or via www.withoutabox.com

3.3 The video file that you submit must comply with withoutabox.com's recommended uploading guidelines. Your Film must be in high definition format - H,264 QuickTime - and must be submitted via screener to www.withoutabox.com. AS WELL a quicktime file must be sent via www.dropbox.com to submissions@tourismtasmania.com.au. Receipt of BOTH the screener AND the quicktime file is necessary for a valid entry.

4. GENERAL TERMS AND CONDITIONS

4.1 There is no fee to enter the Competition.

4.2 No responsibility will be taken by the Promoter or the Sponsor for any late, lost, incomplete, incorrectly submitted, delayed, corrupted or misdirected entries, claims or correspondence destruction, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries. The Promoter, the Sponsor and their associated agencies have no control over communication networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. Neither the Promoter nor the Sponsor is liable for any consequences of user error including (without limitation) cost occurred.

4.3 Your entry (including any copies of Your Film) will not be returned to you.

4.4 Neither the Promoter nor the Sponsor will provide payment to you for the use of Your Film in any promotion and advertising activity or public or private screening of Your Film or the use of Your Film through promotions by the Sponsor. You understand that once accepted you cannot withdraw Your Film from the Competition and neither the Promoter, the Sponsor nor their licensees or assignees are liable to pay any remuneration or give any other benefit to you or any third party for the use of Your Film.

4.5 Entry to the Competition is not a guarantee that Your Film will be used by either the Promoter or the Sponsor and neither the Promoter nor the Sponsor shall be under any obligation to use, promote, distribute or otherwise exploit Your Film or to exercise, exploit or make any use of the Rights or to continue any of the foregoing if commenced.

5. INTELLECTUAL PROPERTY

5.1 By entering Your Film into the Competition, you irrevocably grant to the Promoter and Sponsor a non-exclusive and fee-free right and licence to:

- (a) advertise, promote, distribute and otherwise exploit (including, without limitation, to use, publicly perform and communicate to the public) Your Film; and
 - (b) use and publish by any means and in all media, the title of Your Film, the names, likenesses (including photographs) and biographies of the actors, participants, performers, writers, producers and directors involved in Your Film, and still photographs of Your Film, in connection with the advertising and promotion of the Competition (present and future), Your Film and the exercise of the Rights, throughout the universe in perpetuity in any and all formats and media now known and hereafter devised.
- 5.2 The licence granted under clause 5.1 takes effect from the date of entry of Your Film into the Competition and the Promoter and/or Sponsor may use Your Film from that date as permitted by the licence.
- 5.3 The Promoter and the Sponsor may assign or sub-licence the Rights in whole or in part to any third party.
- 5.4 The licence granted under clause 5.1 does not limit your ability to use Your Film for your own commercial or promotional purposes.
- 5.5 You warrant to the Promoter and the Sponsor that:
- (a) all details provided with your entry are complete, true and accurate;
 - (b) you have the full right and authority to accept these Terms and Conditions and to grant to the Promoter and the Sponsor the rights (including copyright) in Your Film and the other Rights granted under these Terms and Conditions without obtaining the consent of any third party;
 - (c) Your Film is your original creative work and has not been copied, adapted or otherwise taken from any other literary, dramatic or artistic work, any cinematograph film or any other material of any kind;
 - (d) you are the sole and exclusive legal and beneficial owner or controller of all the rights (including copyright) in Your Film and the other Rights free from encumbrances;
 - (e) any exercise of any of the rights (including copyright) in Your Film and any of the other Rights by the Promoter, the Sponsor and their respective assignees or licensees will not infringe any law or any rights of any third party;
 - (f) Your Film is not defamatory or obscene, nor does any part of Your Film or any conduct in respect of Your Film constitute any infringement of any law or any rights of any third party, including copyright or any other intellectual property rights, moral rights, passing off, unfair competition, misleading or deceptive conduct, breach of confidence or invasion of privacy;
 - (g) you have obtained, and have fully paid for, all consents, approvals and other clearances from all third parties necessary to enable the exercise of any of the rights (including copyright) in Your Film and any of the other Rights by the Promoter, the Sponsor and their respective assignees or licensees including, without limitation, all such consents, approvals and other clearances from:

- (i) all persons identifiable in, or who provided services in connection with, Your Film;
- (ii) the owners or exclusive occupiers of all locations identifiable in Your Film or where filming of Your Film took place; and
- (iii) the owners or controllers of all music and sound recordings reproduced in Your Film;
- (h) all actors, performers, other creative contributors and all other third parties have received all remuneration and other benefits in connection with the production, promotion and exploitation of Your Film; and
- (i) you are not aware of any actual or threatened Claim regarding Your Film.

5.6 If requested by the Promoter or the Sponsor, you will promptly provide the Promoter and the Sponsor with duly executed documents or agreements evidencing your compliance with your warranties given in clauses 5.5(g) and 5.5(h).

6. JUDGING

- 6.1 Entries will be assessed by a judging panel of experts chosen by the Promoter and will include two nominees of the Sponsor. Each entry will be individually judged based on alignment to the brief and creative merit. The judging panel's processes, discussions and deliberations are strictly confidential. The judging panel's decision in relation to all aspects of the Competition is final and binding on you and no correspondence will be entered into.
- 6.2 The winner/s will be announced on 17 May 2012. Winning entrants will be notified by phone and email on 17 May 2012.
- 6.3 Winners agree to participate in publicity for the Competition and the BOFA film festival as well as other promotional events if required and if available. Winners will not be paid for these publicity appearances.

7. PRIZE

- 7.1 Up to four prizes of AUD5,000 each are available for the Competition winners for the best short films judged by a panel as capturing the essence of Tasmania.
- 7.2 Winners of the Competition will be awarded by presentation of a cheque of AUD5,000.
- 7.3 The Promoter reserves the right to not award any prizes for any reason.

8. RELEASE FROM LIABILITY

- 8.1 The Promoter, the Sponsor, and their respective officers, directors, employees, agents and contractors, shall not be liable for any and all Claims (whether arising in contract or tort, including negligence) which are suffered or incurred in connection with the Competition or your acceptance of any prize/s, including for any personal injury or death suffered or sustained by any person, except for any Claims which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 8.2 You agree to release and discharge the Promoter, the Sponsor and their respective officers, directors, employees, agents and contractors from any and all Claims (whether arising in contract or tort, including negligence) which are suffered by or incurred in connection with the Competition or your acceptance of any prize/s, including for any personal injury or death suffered or sustained by any person.
- 8.3 You agree to defend, indemnify and hold harmless the Promoter, judges, the Sponsor and partners, and their respective officers, directors, employees, agents and contractors, individually and collectively, from all Claims relating to or arising from:
- (a) your participation in the Competition;
 - (b) any breach or non-performance by you of these Terms and Conditions;
 - (c) without limitation to sub-paragraph (b), any exercise of the rights (including copyright) in Your Film and the other Rights by the Promoter, the Sponsor or their respective assignees or licensees.
- 8.4 In these Terms and Conditions:
- Rights** means the rights in respect of Your Film and other such rights and consents granted and assigned to the Promoter and/or the Sponsor pursuant to these Terms and Conditions.
- Claim** means any claim, action, suit, proceedings, cause of action, liability, cost, loss, damages, demand and judgment of whatever kind or nature incurred or suffered by or brought, made or recovered against any person at law or in equity or under any statute or otherwise, including any direct or indirect loss of profit, revenue or goodwill and any other indirect, consequential or economic losses and any other special damages.

9. PRIVACY

- 9.1 The Promoter collects personal information in order to conduct the Competition and may, for this purpose and for the purpose of exercising the Rights, disclose such information to third parties. Entry is conditional on providing this information.

- 9.2 Unless otherwise advised, the Promoter may also use the information for promotional, marketing and publicity purposes including sending electronic messages. You should direct any requests to access update or correct information to the Promoter.
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NOTE: Following enquiries made directly regarding the terms and conditions of the competition, BOFA provides the following additional information to entrants:

- The promoter of this Competition is BOFA, and BOFA is responsible for judging and contacting winners. Your film could be used to promote Tasmania to the world in various forms of communication including social media. Your film could be screened at the 2012 Tasmanian Breath of Fresh Air Film Festival.
- Your Film as defined in the terms and conditions is Your Film in its entirety
- Your Film will not be distorted or modified and will be only be reproduced as entered in accordance with your moral rights as the creator of the Film
- The Promoter and the Sponsor may assign or sub-licence the Rights in whole or in part to any third party for the sole purpose of promoting Tasmania to the world.
- Each of the four winners will be awarded by presentation of a cheque of AUD \$5,000 in the name of the winning entrant

For assistance with location and facilities advice and crewing please contact Jane Stapleton at Screen Tasmania – Jane.Stapleton@screen.tas.gov.au or 03 6233 5904.