



***make good**

ADCAN AWARDS COMPETITION

TERMS AND CONDITIONS OF ENTRY FOR THE GENERAL PUBLIC FROM 26TH APRIL 2016

Entrants will be deemed to have accepted these terms and conditions, and agreed to be bound by them, when entering this Competition. If you do not agree to these terms and conditions, do not submit your film for entry. All entries must comply with the terms and conditions of entry and must be received during the Competition Period.

Who may enter

1. This competition (“**Competition**”) is open to permanent residents of the UK aged 18 or over and you must be able to demonstrate this upon request.
2. You must be the director and/or producer of the film you are submitting for entry in the Competition. By entering, you agree to be bound by the terms of the **Filmmaker Agreement** copies of which are available when you download the Charity Briefs from our website, www.adcanawards.com.
3. You must be an unsigned director/producer (which means that you must not be contractually tied to any production or film company at either the time of entry or at the time the winners are announced).
4. Employees (or family members of employees) of any group company of the Promoter, companies associated with the Competition and all affiliates of such companies may not enter this Competition.
5. Certain individuals (students at selected institutions) may be entitled to enter this Competition under slightly different terms/entry periods with the prior permission of the Promoter, only as agreed in advance. If you have not been made aware of these different terms or entry periods, or do not qualify under those different rules, your entry will be governed by these Competition terms and conditions.

How to enter

6. To take part in this Competition visit www.adcanawards.com. There are **4** organisations which are non-profit, social enterprises, charities or similar (“**NPO(s)**”) who have each provided a brief for a film. You need to choose a brief and produce a film in accordance with it and with the Film Entry Requirements and the other terms and conditions of Entry.
7. You will need to enter your full name, phone number, and email address.
8. All films must be submitted through the ADCAN website.
9. Click on the “*Submit your Film and Signed Documents*” button on the filmmaker page and follow the instructions on screen in accordance with the applicable technical specifications detailed in these Terms & Conditions.
10. **IMPORTANT:** All entries must include a signed copy of the **Filmmaker Agreement AND** all relevant film **clearance forms** which are described in paragraph 25 below (including in relation to all actors, locations, props and music), otherwise the Entry may be disqualified.
11. **IMPORTANT:** All films, documents (including Filmmaker Agreements, releases, etc) and digital files which accompany films must follow the following naming conventions (which vary according to the relevant NPO):
 - a) **The Girlhood:** GH_NAME OF FILM_INITIALS OF FILMMAKER
 - b) **Nordoff-Robbins:** NR_NAME OF FILM_INITIALS OF FILMMAKER
 - c) **CALM:** CM_NAME OF FILM_INITIALS OF FILMMAKER
 - d) **Streetbank:** SB_NAME OF FILM_INITIALS OF FILMMAKER

Example: A film entitled “*Mind Games*” for CALM by Matt Smith would be CM_MINDGAMES_MS.
12. Promoter will not accept films that have been emailed to it directly.
13. All films must remain private and must not be posted anywhere online (this includes all social media) until the Promoter/relevant NPO gives you written permission.
14. Any films that are set to public or shared will be disqualified from the Competition, no exceptions.
15. You will be required to take down any films immediately on request.

Competition Period

16. The Competition opens for entry at **23:59 (UK time) on Monday 25th April 2016**. All entries must be received by **23:59 (UK time) on Thursday 28th July 2016**. Any films received after this time will be disqualified.

Film Entry Requirements

17. A film which doesn't meet the following entry requirements cannot be considered by the judges no matter what. Sorry!
18. The film must be **exactly 30 seconds in length** including all titles. Even if it is only 0.5 seconds too long or too short it will not be considered.
19. The film must be in **English** (if there are any words spoken or written).
20. The film complies with **the content guidelines and with the brand guidelines of the relevant NPO**. The guidelines can be accessed for each NPO once a brief pack has been downloaded. ADCAN, or the NPOs, may require you to include relevant NPO or ADCAN branding in the final film if your entry is shortlisted, and may swap out the end card (or any other part of the film) in their discretion.
21. The film must not contain any material which the Promoter or the NPO in its sole discretion considers to be objectionable, derogatory, offensive, infringing of any third party rights, in violation of any law, regulation or code, uses any third party trade marks or other material which does not appear to have been properly cleared for use by you.
22. As this film may be used for promotional and advertising purposes by the relevant NPO, the film should be compliant with the CAP and BCAP **advertising codes** which can be accessed via this link [CAP code](#). Particular attention should be paid to compliance with the NPOs Section (section 16 of the Code, "charities"). CALM also require submissions to comply with the relevant sections of the OFCOM guidelines [OFCOM-Samaritans guidelines](#). A non-exhaustive summary of rules you will need to comply with are as follows:
- Film must not use distressing images or shock tactics
 - Film must not contain anything likely to cause serious or widespread harm or offence (including, without limitation, any swearing or offensive gestures)
 - Film must not address fundraising messages to children or likely to be of particular interest to them.
 - Film must not misrepresent the NPO, its activities or the benefits of donated funds or exaggerate the sale or nature of the cause the NPO supports.
 - Film must not infringe third party rights
 - Film must not be misleading
23. **Amendments requested by Promoter/NPO:** You agree to edit, add to, dub, delete from, or otherwise amend the film as required by Promoter or the NPO in their discretion (including without limitation any visual, audio, text or other aspect) in order to ensure compliance with legal or regulatory requirements (including the BCAP and CAP Codes) and to ensure third party rights are not infringed, and to reflect any other request made by Promoter or NPO in connection with this Competition.
24. **Content** - Subject to the music section below, all content in the film must be your original work and you warrant that you are the sole owner of all the copyright and intellectual property rights in the film. You will waive any moral rights in the film content.
25. **Clearance** - You will need to ensure that you have obtained and can provide to the Promoter at the time of submitting your Entry the following documents: clearance form for all actors and individuals appearing in the film, clearance form in respect of any music included further to Music Option 2, clearance form in respect of locations and props. All forms can be accessed when you download your briefing pack.
26. **IMPORTANT Using music in your film:** If you want to include any music in your film you have two options (we recommend Option 1!).
- Music Option 1:** Sign up to www.hummingbirdmusic.uk. Click on 'browse music' – there's a library of over 2000 tracks to choose from. Once you have selected the track you want to use, click 'LICENCE'. Then choose the ADCAN licensing option (click on 'ADCAN' and sign up). Follow the simple steps to confirm the licence, free of charge. If you have any queries about this process, email info@adcanawards.com.
- Music Option 2:** Compose, perform and record your own original track yourself. This **must** be original to you and must be copy, be substantially similar to or be substantially inspired by any existing track otherwise you will be infringing the rights of third parties. If anyone else has assisted, co-written or performed the music, you will ensure that you obtain the rights from them for you to be able to comply with the **Ownership of Film** section below and for the NPO and Promoter to use the film for any purposes whatsoever, in perpetuity throughout the world.

27. **Right to change the music** The Promoter/relevant NPO, will endeavour to use the original (supplied) music track(s), however, the Promoter/relevant NPO shall have the right to change the music or otherwise advise you to change the music at their sole discretion for any reason whatsoever.
28. You have not and will not submit the same or similar film or any part of it in any other competition or to any third party or publish it online or otherwise to the public unless Promoter/relevant NPO agrees in advance in writing that you can do so.
29. You have not and will not upload the same or similar film entry in this Competition for the same NPO brief. Otherwise, you can enter as many films as you like for one or all of the NPO briefs.

Use and Ownership of Films

30. You agree to be bound by the terms of the Filmmaker Agreement.

Judging Criteria, Winner selection and notification

31. At the end of the Competition Period the judging panel will shortlist around 16 films (consisting of around 4 shortlisted films for each of the four NPO briefs) from all complete, correct and eligible entries received before the closing date (provided they include all the requisite information and completed/signed documentation). The Promoter reserves the right to short list more or fewer films in relation to each brief, in its discretion. Shortlisted entries will be those which, in the opinion and sole discretion of the panel of judges (which shall comprise at least one independent judge), are the most original, creative and best match the brief. Unless stated otherwise in the relevant brief those criteria will be weighted accordingly: (a) Originality and Creativity – 50% (b) Adherence to the Brief – 50%. The Promoter won't contact any of the unsuccessful entrants so if you don't hear anything, your film hasn't made it this time. If you are chosen as one of the shortlisted entries, the Promoter will be in touch by email so **make sure to add submissions@adcanawards.com and info@adcanawards.com** as contacts to avoid our email going into your spam. Promoter is not responsible for any emails that end up in your junk or spam inbox.
32. Using the same judging criteria, the panel of judges will select one winner in relation to each of the shortlisted NPO briefs (4 winners in total) ("**NPO Winners**").
33. Using the same judging criteria, one winner will be selected by a panel of judges representing the Promoter (including one independent judge) from the 16 shortlisted films (the "**Grand Prix winner**"). The Grand Prix winner may be one of the NPO Winners or it could be one of the other shortlisted entries.
34. Selection will take place on or around 2nd August 2016. The winners will be notified by email or phone within around 3 working days after Selection. If Promoter doesn't hear back from you within **7** days of notification to you, Promoter reserves the right to select an alternative film for the shortlist.

Prize

35. The prizes are as follows:

The 4 NPO Winners (and the Grand Prix winner unless the Grand Prix winner is already an NPO Winner) will each be presented by a uniquely created award by a Nexus Productions artist.

All 16 shortlisted film entrants (including the ultimate winners) will also receive:

- an invitation to an exclusive and intimate awards show in central London on a location and date to be confirmed, where you will be able to mingle with the best from the industry;
- a personal session with three top London award-winning industry leaders;
- a formal introduction and educational sessions with various key companies in the film industry, including:

The Mill <http://www.themill.com>

Wave Studios <http://www.wavestudios.co.uk>

Work Film Editors <http://www.workpost.tv>

Arri Group <http://www.arri.com>

36. Please note that the prizes **do not** include any personal expenditure or travel expenses and other incidental costs other than those specifically included.
37. The Promoter reserves the right to substitute the prizes (or any part of the prizes) for a prize or prizes of equivalent or greater monetary value if this is necessary for reasons beyond its reasonable control. There is no cash alternative to the prizes (or any part of the prizes) and unless the Promoter agrees otherwise in writing the prizes are non-refundable and non-transferable.

38. Third party terms and conditions apply to parts of the prizes where applicable.
39. Details of prize winners' names and county will be available for one month after the close of this Competition by writing to the Promoter at the address set out below and stating the name and date of the Competition or by visiting adcanawards.com

Liability etc

40. There are certain things for which the Promoter does not accept any liability to you, and these are explained in the next two paragraphs. The law does not allow the Promoter to exclude or limit its liability for some things, such as death or personal injury caused by its negligence, or loss caused by a false statement where the statement is made fraudulently. The Promoter accepts full liability for these matters. Otherwise, the exclusions of liability described below will apply. References to the "Promoter" in these paragraphs 40 and 41 include all of the Promoter's associated companies, agents or any other third party involved in the Competition.
41. **The Promoter will not be responsible for (and will have no liability in connection with) the following occurrences, to the extent that they occur for reasons beyond the Promoter's reasonable control:**
 - a) any postponement or cancellation of, or change to, the Competition or ADCAN Awards; and
 - b) any changes to prizes or the way in which they can be used;
 - c) problems with the dispatch of prizes (such as prizes failing to reach the intended recipient);
 - d) any act or default of any third party supplier.
42. The Promoter does not accept responsibility for network, computer, hardware or software failure of any kind, which may affect the sending, receipt or processing of your entry.
43. Entries must not be made through agents or third parties. Incomplete entries will be disqualified and will not be counted.
44. Promoter's and judges' decisions are final and binding in all respects on all entrants. No correspondence will be entered into. Entries that do not comply in full with these terms and conditions will be disqualified.
45. Please note that this Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. By entering, you acknowledge that Facebook bears no responsibility for this Competition and, to the maximum extent permitted by law, you release Facebook from any liability whatsoever in connection with this Competition. You understand that the information you provide is provided to the Promoter (and its affiliates, associates and agents where applicable) and not to Facebook.
46. If the Promoter has grounds to suspect any entrant or third party of cheating, deception or fraudulent or unsportsman-like conduct of any kind (including, without limitation, manipulating the Competition, choice of prize winner(s) or any entry) the Promoter reserves the right (in its sole discretion) to disqualify any entrant, entry or person it reasonably believes to be responsible for, or associated with, such activity.
47. The Promoter reserves the right to amend these terms and conditions at any time.

Personal Details

48. The Promoter will use each winner's, and each entrant's, personal details for the purpose of administering this Promotion. Please see our Privacy Policy available on our website for further details.
49. The winners and shortlisted entrants agree to allow the Promoter to use their name and likeness for advertising and publicity purposes without additional remuneration. The winners and shortlisted entrants will take part in reasonable publicity and PR activity at Promoter's request (including being filmed, interviewed and photographed during and in connection with the ADCAN awards show), and to the use of their name and image in any and all media, worldwide in perpetuity in connection with the Promoter's and NPOs' PR activities and materials.

English Law applies

50. This Competition, and any dispute or claim arising out of or in connection with (including the prize), shall be governed by and construed in accordance with English law. You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Competition (including the prize).

Promoter

51. The '**Promoter**' is **ADCAN AWARDS** whose registered office is 4 Fairfax Road, Teddington, Middlesex, TW11 9DH, United Kingdom