

2020 CINEFESTOZ INDUSTRY PROGRAM SURVEY COMPETITION
TERMS AND CONDITIONS

By entering the 2020 CinefestOZ Industry Program Survey Competition (“the Competition”), you are agreeing to the following terms and conditions:

1. STANDARD TERMS

1.1 Information on how to enter the Competition forms part of these terms and conditions.

2. WHO CAN ENTER?

2.1 The 2020 CinefestOZ Industry Program Survey Competition is open to anyone over the age of 18 who attended the 2020 CinefestOZ Industry Program.

2.2 Employees of CinefestOZ and their immediate families are ineligible to enter. Immediate family includes spouse, de facto spouse, parent, natural or adopted child or sibling living under the same roof.

3. HOW TO ENTER

3.1 The Competition commences on 28 August 2020 and concludes at midnight (Perth time) 4 September 2020 (“the Competition Period”).

3.2 In order to enter the competition, entrants must fill out the contact details form when submitting a response to our survey sent via Mailchimp.

3.3 Entrants in the Competition may only enter once.

3.4 All entries must be received within the Competition Period to be entered into the draw for a chance to win.

4. PRIZES

4.1 One (1) major prize winner will be drawn at random on Monday 7 September 2020. The winner will receive the following prize:

i) 1 x Industry Cinepass and 1 x Director’s Lunch ticket for the 2021 CinefestOZ Film Festival

4.2 The winner will be notified by email.

4.3 Any change to prize value between the publishing date and the date the prize is claimed is not the responsibility of the Promoters or the Sponsor.

4.4 The major prize-winner must be available on 25 - 29 August 2021. Prize cannot be redeemed on any other date.

- 4.5 In the event your prize is not utilised within the validity period, no cash, credit or extension will be provided. Tickets/vouchers not used on specified date/s will be deemed null and void. The prize is non-transferable and not able to be exchanged for other Cinepasses or Tickets of equal or lesser value.
- 4.5 All other expenses become the responsibility of the winner (and their companions) including but not limited to transport, accommodation, spending money, meals), drinks (other than those specified), incidentals, activities and all other ancillary costs.
- 4.6 The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) as a result of taking or utilizing any prize, except for any liability which cannot be excluded by law.
- 4.7 In participating in the prize, the winner agrees to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winner (and their companion) agrees to grant the Promoters a perpetual and exclusive licence to use such footage and photographs in all media worldwide and the winner (and their companion) will not be entitled to any fee for such use.
- 4.9 The Promoter accepts no responsibility for any tax implications that may arise from the winnings. Independent financial advice should be sought.
- 4.10 The Promoter is not responsible for any incorrect or inaccurate information, either caused by the entrant or for any of the equipment or programming associated with or utilised in this incentive scheme competition), or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications, internet access, network failure, theft or destruction or unauthorised access to or alteration of entries.
- 4.11 All prizes must be taken as stated and are not exchangeable and not redeemable for cash.
- 4.12 Prizes may be subject to further conditions as determined by CinefestOZ and the winner must agree to these conditions upon accepting the prize. CinefestOZ is responsible for the delivery and fulfilment of the prizes and winners must seek further information about their prize directly from CinefestOZ.
- 4.13 The Promoters reserve the right to disqualify any individual who the promoters believes have breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct. The Promoters have legal rights to recover damages or other compensation from such an offender.
- 4.14 The Promoters' decision on all matters related to this competition is final and cannot be contested. No correspondence will be entered into. The Promoters' reserve the right to limit entry or amend rules if considered necessary without notice.
- 4.15 The prize may not be split between two people whereby one person receives the Industry Cinepass and another the Director's Lunch ticket.

5. NO LIABILITY

- 5.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters' ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoters may in their absolute discretion cancel the Competition and recommence it from the start on the same conditions.
- 5.2 CinefestOZ and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
- a) during the draw;
 - b) whilst undertaking any travel connected with their entry into the draw; or
 - c) in the participation in any prize;
 - d) as a consequence of late, lost or misdirected mail;
 - e) in relation to failure of an entry to be received by the Promoters on account of technical problems or traffic congestion;
 - f) arising from or related to any problem or technical malfunction of any computer equipment, software, internet connection, any injury or damage to entrant's or any other person's computer software related to or resulting from participation in this Competition;
- 5.3 CinefestOZ is collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners and understanding our audiences. CinefestOZ will not disclose the entrant's personal information to other parties.
- 5.4 If an Entrant does not want their details to be used for the purposes stated in clause 1 they must write to CinefestOZ by email to marketing@cinefestoz.com and CinefestOZ will ensure that the details are not used for that purpose.
- 5.5 The promoters are Geographe Film Festivals Inc (CinefestOZ) of 15 Southern Drive, BUSSELTON, WA 6280, PO Box 5185, West Busselton WA 6280 (ABN 17 752 810 241)