

Crowne Plaza Coogee Arts Festival

Stinkwater! 24! Terms & Conditions of Entry

It is a condition of entry that the film (Film) is entered by the producer of the film. As the producer of the film you (Producer) must understand and agree to the Terms & Conditions of Entry outlined below.

1. To validly apply to enter the Film Festival, the Producer must:
 - (a) complete and sign the registration form and pay the entry fee by 8.00 p.m. on Friday, 2nd February, 2007;
 - (b) provide a DVD copy of your Film with the completed release forms to:
Night Sky Productions Pty Ltd
P.O. Box 591
Coogee NSW 2034
so that your entry is received no later than 8.00 p.m. on Saturday 3rd February, 2007. Completed films must be delivered to the registration point by this time. If the film is not delivered by this time, it will not be accepted.
2. By registering to enter the Film Festival, the Producer accepts that the conditions contained within this entry form (including the Terms & Conditions Of Entry) create a binding agreement between Night Sky Productions Pty Ltd and the Producer.
3. Night Sky Productions Pty Ltd has the right, in its absolute discretion and without giving reasons, to choose the films to be selected for judging in relation to the Festival screening date;
4. If the Film is not selected for the screening night of the Festival, Night Sky Productions make the film available for collection after 27th February, 2007. If the Film is not collected by 1st June, 2007, Night Sky Productions has permission to destroy the Film.
5. The Producer makes the following guarantees to Night Sky Productions Pty Ltd:
 - (a) the Film complies with the criteria for entry as contained within this entry form and within the information pages of the website www.coogeeartsfestival.com.au
 - (b) all the actors have consented in writing to the use of their acting in the Film;
 - (c) the Producer has permission from the owner of the copyright in the sound recordings and lyrics comprising the soundtrack to the Film, to use those sound recordings and lyrics in the Film;
 - (d) the Producer has obtained from each contributor to the Film a written consent to their work being edited, altered and/or reproduced, without limit, by the Producer and any person authorised by the Producer, including Night Sky Productions Pty Ltd, and any such consents have been obtained to the full extent permitted under the Copyright Act, 1968 (Moral Rights Consents);
 - (e) the Producer has obtained from each contributor to the Film authorisation for Night Sky Productions Pty Ltd to use the contributors name and likeness in connection with any publicity for the Coogee Arts Festival the Stinkwater! Film Festivals;
 - (f) the Producer is entitled to grant to Night Sky Productions Pty Ltd permission to make use of the rights referred to in clause 6, and the use or exploitation of the Film in the Film Festival or related publicity as contemplated by this entry form will not violate the rights of any third party;
 - (g) all details in this entry form are true and correct;
 - (h) the Producer indemnifies Night Sky Productions Pty Ltd and any party related to the Coogee Arts Festival, including sponsors, advertisers, venue operators and Randwick City Council from any and all claims in relation to the guarantees provided by the Producer in clause 5 of this entry form, and any matter which arises from the viewing and/or screening of the Film as part of the Coogee Arts Festival.
 - (i) the Producer has ensured that all participants are aware that each participant has read and understood the rules and guidelines as outlined in this website as well as the Terms and Conditions of Entry to Stinkwater! 24!
 - (j) the Producer has ensured that all participants making the film are aware that they are responsible for professional indemnity, participants' personal injury and third party (whether property or otherwise) insurance.
6. In consideration of Night Sky Productions Pty Ltd viewing the Film for the purpose of Selection for the Festival, the Producer grants Night Sky Productions Pty Ltd a non-exclusive licence throughout the world in perpetuity to do any and all of the acts now or subsequently comprising the copyright in the Film, including, without limitation:
 - (a) all acts in connection with any Festival conducted by or participated in by Night Sky Productions Pty Ltd, including viewing, screening and publicity associated with the Coogee Arts Festival;
 - (b) to communicate the film to the public, by any means, in connection with the Coogee Arts Festival.
 - (c) to distribute or communicate the film, by any means, to the public, public entities or private entities as part of the Stinkwater! Short Film Festivals.
7. Notwithstanding clause 6 above, except as stipulated in clause 6(c), as of 21st February 2007, all rights in relation to the non-exclusive licence granted to Night Sky Productions will automatically terminate and will revert to the Producer.
8. Notwithstanding anything contained in this entry form, the Producer will not grant any rights in the Film to any person where the grant of such rights would put Night Sky Productions Pty Ltd, its sponsors, advertisers, venue operators or Randwick City Council in breach of any agreement or arrangement made known to the Producer by Night Sky Productions Pty Ltd or of which the Producer should reasonably be aware.
9. The Producer authorises Night Sky Productions Pty Ltd to do any and all acts comprised in the Moral Rights Consents.
10. The Producer authorises Night Sky Productions Pty Ltd to use the Producer's name and likeness in connection with any publicity related to the Coogee Arts Festival.
11. Night Sky Productions Pty Ltd reserves the right to cancel the Stinkwater! Film Festival for any reason it sees fit. If the Film Festival is cancelled for any reason, no prizes will be awarded, the films can be collected by the Producer/s and no claims can be made by any party against Night Sky Productions, the venue operator, the sponsors, advertisers or Randwick City Council in relation to the cancellation of the event.
12. The agreement created by this entry form is made in New South Wales and is governed by the non-exclusive jurisdiction of the Courts of New South Wales. The Producer will do such acts and sign, or cause to be signed, such instruments as Night Sky Productions Pty Ltd may reasonably require for the purpose of this agreement. The Producer must not assign or licence its' interest under this agreement. Where any party comprises more than one person, a reference to that party includes each such person severally and all such persons jointly. A reference to a person includes a body corporate. The singular includes the plural and vice versa. 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 provisions of this entry form and any other language contained in this document, the provisions of this entry form prevail.