

Be More

A DStv™ initiative

SHOW YOUR TALENT

Be part of the DStv Film Talent Celebration

Short Film Competition
Terms and Conditions



national film and video foundation
SOUTH AFRICA



arts and culture

Department:
Arts and Culture
REPUBLIC OF SOUTH AFRICA

TERMS AND CONDITIONS

DStv Film Talent Celebration: Short Film Competition

TERMS AND CONDITIONS FOR THE DSTV FILM TALENT CELEBRATION: SHORT FILM COMPETITION

- 1 These are the terms and conditions regulating the DStv Short Film Talent Celebration Competition (the "**Competition**"), conducted by MultiChoice South Africa (Pty) Ltd.
- 2 Your entry into the Competition and/or your acceptance of a prize (in the event that you win a prize) constitutes your binding acceptance of the terms and conditions on behalf of yourself and any person with whom you may share a prize (in the event that you win a prize which is for you and one or more additional persons ("your partner").

Submission

- 3 Films must reach MultiChoice on or before 29 February 2012.
- 4 The length of submitted films must be no shorter than 3 and no longer than 10 minutes. Films that do not comply with this specification will not be accepted.
- 5 The submitted films must have been produced after 1 January 2007. Films produced before 1 January 2007 will not be accepted.
- 6 Please only complete the entry form if you are duly authorised to submit the film and are the most relevant contact person for the organisers of the Competition to communicate with regarding the submission.
- 7 Films submitted without fully and accurately completed entry forms will not be accepted.
- 8 All DVDs must be in PAL format, clearly labelled with the name of the film, name of director, length of film and contact number of person submitting the film.
- 9 The film must be available in one of the following formats: Beta SP, Mini DV, DV CAM, DIGI BETACAM, HDCAM formats in English or with English subtitles.
- 10 All submissions to include the following: a maximum of 100 word synopsis, 2 still photographs from the film in a jpeg format no smaller than 300dpi, complete filmography/biography of the director no longer than one page.
- 11 DVDs and any press material submitted will not be returned to the entrant and/or owner.
- 12 The holder of the copyright of the film authorises MultiChoice to make excerpts of a maximum of three minutes, available for general communications purposes.
- 13 The entrant hereby warrants and represents that he or she owns all intellectual property rights and other rights in and to the film and all material submitted with the film.
- 14 No films and material sent at charge to MultiChoice will be accepted.
- 15 MultiChoice will solely appoint a selection committee to review submitted films. The selection committee will consist of members of South Africa's film fraternity. The decision made by the selection committee with regards the selected films and winners will be final. No further correspondence will be entered into.
- 16 The winning films shall be announced at an event and on dates determined solely by MultiChoice.
- 17 The screening and announcement of selected films may be scheduled in advance of the event referred to above.
- 18 The producer/s of submitted films must be residents of the Republic of South Africa at the time of submission of the film.

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General Rules

- 19 The competition is not open to -
 - 19.1 directors, members, partners, agents, employees or consultants of the Naspers Group of companies or any supplier of goods or services in connection with a competition; and
 - 19.2 the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 19.1 above.
- 20 Entrants under the age of 18 must obtain permission from their parents or guardians before entering.
- 21 It is your responsibility to ensure that your entry is received by us prior to the closure of the competition. Any entries which are not received by us prior to the closure of the competition will not be eligible to participate, regardless of the reason for the late entry. We and our affiliates are not responsible for any entries which are not received by us, whether timeously or at all, regardless of the cause thereof. Without limitation, we and our affiliates are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, web site or other device or medium), or any combination thereof, or any other technical or other problems.
- 22 We and our affiliates are not responsible for any injury or damage to your or any other person's computer, mobile telephone or other device used by you to enter into, or obtain any materials related to, the competition.
- 23 It is your responsibility to ensure that any information which you provide to us is accurate, complete and up to date. We and our affiliates are not responsible for any errors and/or omissions in any information submitted to MultiChoice.
- 24 Any costs or expenses which you may incur other than in respect of those items specifically included in a prize are for your own account. MultiChoice will not be responsible for any costs or expenses which you, or your partner (if applicable), incur during and for purposes of your entry into the Competition and your acceptance and/or use of a prize.
- 25 We do not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, make no representations and give no warranty that -
 - 25.1 your entry or participation in the Competition will necessarily result in you winning a prize;
 - 25.2 a prize, or any aspect thereof, will meet your, or, if applicable, your partner's, requirements, preferences, standards or expectations; or
 - 25.3 a prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.
- 26 We and our affiliates will not be responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time.
- 27 Prizes are not transferable and may not be deferred, changed or exchanged for cash or any other item.
- 28 You may not win a prize if it is unlawful for us to supply such a prize to you. If you do win such a prize, you will forfeit it.
- 29 You must possess whatever documents and permissions that may be required in order to accept and use a prize, and which documents and permissions must remain valid in such minimum form and for such minimum period after the prize date as may be required by the relevant authorities.

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- 30 The winners will be notified by means of the contact details provided to us. If we are, or a third party supplier is, unable to contact a winner within 30 days or if the winner is unable to collect the prize within 60 days, the winner will forfeit the prize and MultiChoice reserves the right to re-draw a new winner under the same conditions.
- 31 We may invite you to be present when the prize winners are determined or announced, to participate in any of our marketing activities, to appear in person in the electronic media and/or the print media, and/or to endorse, promote or advertise any of our goods or services, for which no fee, royalty or other compensation will be payable. You may decline such an invitation.
- 32 We may require you to provide us with such additional information and documentation as we may reasonably require in order to process, confirm and facilitate your acceptance and/or use of a prize. If you refuse to provide us with the requested information or documentation, you will forfeit the prize.
- 33 In the event that you win a prize provided by a third party supplier, the supplier will contact you to arrange the collection thereof. In this regard, you must collect the prize at the time and date arranged with the supplier of the prize. All correspondence regarding the prize must be directed at the supplier of the prize. MultiChoice will not be responsible for any further correspondence, harm, damage, loss or claim relating to the provision of any element of the prize.
- 34 We and our third party suppliers, as the case may be, reserve the right to vary, postpone, suspend, or cancel the Competition and any prizes, or any aspect thereof, without notice at any time, for any reason which we deem necessary. In the event of such variation, postponement, suspension or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of this competition and acknowledge that you will have no recourse against us, our affiliates and third party suppliers.
- 35 You agree that your participation in the Competition, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.
- 36 We and our affiliates will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by your participation in the Competition or the acceptance and/or use by you, or your partner (if applicable), of any prize, or by any action taken by us or any of our affiliates in accordance with the terms and conditions.
- 37 You, and in the event of your death, your family, dependants, heirs, assignees or any other beneficiaries of your estate, indemnify and hold us and our affiliates harmless against any claim by you, or your partner (if applicable), (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any injury, loss, liability, expense and/or damage which you may suffer, howsoever arising, in relation to your entry into this Competition and/or acceptance and/or use by you of a prize.
- 38 You acknowledge that the acceptance and use of a prize is subject to the proviso that -
- 38.1 all of the terms and conditions will apply to both you and your partner (if applicable), and you will ensure that your partner agrees to be bound and complies, and will continue to comply, therewith;
 - 38.2 you will take full responsibility for your partner;
 - 38.3 you indemnify and hold us and our affiliates harmless against any claim by your partner or any third party in the event that your partner suffers any loss or damage pursuant to your partner's acceptance and/or use of a prize;
 - 38.4 any minor will be accompanied by a parent or legal guardian.
- 39 If you fail or, if your partner (if applicable) fails, to comply with any of the terms and conditions, then without prejudice to any other remedy which we may have, -

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- 39.1 you will be automatically disqualified and you will forfeit the prize/s (in the event that you have already won a prize);
- 39.2 you will pay us for any loss or damage incurred by us directly or indirectly as a result of your (or, if applicable, your partner's) non-compliance, including all of our legal costs (including attorney and own client costs) which we may incur in taking any steps pursuant to your (or your partner's) non-compliance; and
- 39.3 you indemnify and hold us and our affiliates harmless against any claim by any person, (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any death, injury, loss and/or damage which may be suffered howsoever arising in relation to your failure (or that of your partner, if applicable) to comply therewith.
- 40 For purposes hereof, "affiliate" means our partners, co-promoters and sponsors of this competition, our subsidiaries, our and their subsidiaries and respective holding companies, the subsidiaries of their holding companies, and our and their directors, officers, employees, agents and representatives.
- 41 These terms and conditions will be construed, interpreted and enforced in accordance with the laws of contract and dispute resolution in the Republic of South Africa.
- 42 MultiChoice and the judges' decision on any matter concerning the Competition and/or arising out of these terms and conditions is final and binding on you, and no correspondence will be entered into.