

Terms and conditions

Please read these terms and conditions carefully before applying to enter the My Redcliffe Youth Week film competition.

Entering the My Redcliffe Youth Week film competition constitutes your acceptance of these terms and conditions. If you do not agree with any of these terms and conditions, please do not enter your art work into My Redcliffe Youth Week film competition.

1. Definitions

For the purpose of interpreting these terms and conditions, the following terms will have the corresponding meanings:

“My Redcliffe” means the My Redcliffe Youth Week film competition conducted by council.

“Chief Executive Officer” means the Chief Executive Officer of council or a person acting in that position.

“Council” means Moreton Bay Regional Council, and where the context permits, includes an authorised officer of council.

“Entrant” means a person who submits a film as part of My Redcliffe Youth Week film competition.

“Force Majeure Event” means any circumstance beyond the reasonable control of a party which results in that party being unable to perform an obligation on time, and includes, but is not limited to:

- a) Natural events like fire, storm, flood, landslide, washaway or earthquake
- b) National emergency
- c) Terrorist act or war
- d) An order of any court.

“Museum” means either Redcliffe Museum or other venue as specified by council to the Entrant from time to time.

“Judge” see clause 5(a).

“Moreton Bay Regional Council area” means the combined area of the former Redcliffe City, Caboolture Shire and Pine Rivers Shire Councils

2. Eligibility Criteria

- a) All Entrants must be 20 years of age or under on or before 20 May 20, 2019.
- b) Only Entrants whom currently reside in the Moreton Bay Regional Council area eligible to win.
- c) All films entered into My Redcliffe must be:
 - i. Original
 - ii. Solely the work of the entrant
 - iii. Include only imagery of the Redcliffe Peninsula, with voice over and/or music. The films cannot include any depictions of people of any age. Any films submitted that include people of any age will not be eligible.
 - iv. No longer than 15 seconds, including titles and credits
 - v. If under 18, entrants must have parental/guardian permission to enter the competition.
- d) Licenced to council for purposes related to My Redcliffe exclusively and irrevocably until the end of the exhibition.
- e) No alterations to film, title or statement must be made after submission.
- f) The copyright in artwork remains with the Entrant; however, council maintains the right to use the film or part thereof in promotion of My Redcliffe, present and future. Council reserves the right to reproduce the film/s or parts thereof for the purpose of publicity, critical review or archival reference, in hard copy or digital/web formats. Entry of a film constitutes the Entrants permission for such reproduction.

3. Additional information

- a) Council reserves the right to decline to exhibit any film which does not meet its exhibition content guidelines.
- b) An Entrant can only submit one film.
- c) If council reasonably believes, at any time, whether before or after the expiration or termination of these terms and conditions, that an Entrant has breached any of these terms and conditions, that Entrant will be liable to return the prize which they received as a result of their entry into My Redcliffe within 30 days of such demand by council. If this is not returned to council within the said time, council may recover the amount as a liquidated debt in a court of competent jurisdiction.
- d) Council reserves the right to waive or modify any of these terms and conditions if it forms the reasonable belief that this action is justified given the extreme or exceptional circumstances of the Entrant. Such waiver or modification must be evidenced in writing from council to the Entrant to be effective at law.
- e) Neither council nor the Entrant will be liable for non-compliance with any of these terms and conditions in the case of a Force Majeure Event.
- f) Entrants agree to release to the full extent permitted by law and to indemnify and keep indemnified the council, its officers, employees, agents, suppliers, contractors, volunteers and insurers against all liability for loss, damage and expense (including legal costs) whatsoever arising in any way associated with My Redcliffe.

4. Competition closing date and entry administration fee

- a) Films must be received by council no later than 11.59pm on Monday, 20 May 2019.
- b) Council reserves the right not to accept any entries which do not comply in any respect with these terms and conditions, which is determinable by council at its sole discretion.

5. Judging

- a) A judge will be appointed by Moreton Bay Regional Council.
- b) All films that qualify for entry into My Redcliffe and are selected as finalists will be judged, however the council reserves the right to make the final selection of artworks for display, taking into account the judge's recommendations where available.
- c) Council reserves the right to disqualify or reclassify any film which, in the judge's opinion, is copied or otherwise infringes any laws or these terms and conditions. The judge's decision is final and no appealing of any such decision is possible. No correspondence will be entered into in relation to the judge's decision.
- d) Council will endeavour to exhibit as many entries as possible.

6. Timescales and correspondence

- a) Entry into My Redcliffe is an online process. All communication will be via the email address supplied to council.
- b) Entrants should receive instant confirmation of receipt upon submission of entry.
- c) Entrants should receive confirmation of selection for the exhibition by 10 June 2019.
- d) Failure to confirm your acceptance into the exhibition will result in your film being withdrawn from the exhibition.
- e) The prize-winning entrant will be announced on Saturday, 22 June 2019 at Redcliffe Museum.
- f) All communication will be via email correspondence and all Entrants must keep council updated of any email or contact detail changes if they wish to receive any correspondence in relation to My Redcliffe.

7. *Dispute resolution*

- a)** Entrants agree that any dispute arising between the Entrant and council in relation to these terms and conditions will be dealt with as follows:
 - i.** The Entrant will notify council in writing of the nature of the dispute
 - ii.** The Entrant and council will attempt to resolve the dispute via negotiation in good faith
 - iii.** If no resolution is reached via negotiation within seven (7) days of the service of the written notice (or such extended time as the parties may agree in writing before the expiration of the seven (7) days) the dispute must be resolved by a decision of the Chief Executive Officer
 - iv.** the decision of the Chief Executive Officer will be binding on both the Entrant and council
 - v.** the decision of the Chief Executive Officer will be given to the Entrant in writing
 - vi.** at all times during the dispute resolution process, the Chief Executive Officer must act in accordance with the principles of natural justice and fairness.

8. *General*

- a)** These terms and conditions will be effective from the date upon which the Entrant enters My Redcliffe up to the date upon which the exhibition ends, however, any of these terms and conditions which are capable of having effect following the completion, termination or expiration of these terms and conditions (including without limitation; warranties, releases and indemnities) must remain in full force.
- b)** These terms and conditions shall be governed, constructed and interpreted in accordance with the laws in force in the State of Queensland.
- c)** In the event that any of these terms and conditions are declared invalid, such a term and condition will be severed from this document and the remainder of the terms and conditions will continue to operate in full force and effect.
- d)** The Entrant acknowledges that the purpose of these terms and conditions is to protect council in all respects and to make the Entrant liable for any loss, damage or expense suffered in any way associated with My Redcliffe and the Entrant agrees that these terms and conditions must be interpreted to achieve that purpose.
- e)** The Entrant acknowledges that he/she has had the opportunity to obtain independent legal advice prior to agreeing to these terms and conditions.
- f)** These terms and conditions supersede any prior agreement between the Entrant and council and any modification to these terms and conditions must be in writing and signed by both the Entrant and council.