

# **The Shoot Out Newcastle 2008**

## **Conditions of Entry**

These Conditions of Entry are intended to ensure that Participants provide informed consent to participate in The Shoot Out Newcastle 2008.

These Conditions of Entry contain terms that are of legal force and effect and the Promoter asks that Participants read these carefully and, if necessary, obtain independent advice on the effect of these before signing and being bound by them.

1. The Participant accepts the inherent risk of The Shoot Out Newcastle and the possibility of personal injury, death, property damage or loss resulting there from.
2. The Participant acknowledges that whilst the Promoter will make every reasonable effort to minimise exposure, not all dangers associated with The Shoot Out Newcastle can be eliminated.
3. The Participant agrees to hold harmless the Promoter, its employees, volunteers and agents, and each of them, from all claims resulting from damage, loss, death or injury whatsoever which the Participant may suffer and/or sustain in any way as a result of the his/her participation in The Shoot Out Newcastle.
4. The Participant authorises the employees, volunteers and agents of the Promoter who are to supervise The Shoot Out Newcastle to obtain such urgent medical assistance and treatment, including the administration of a general anaesthetic and the giving of blood transfusions and other medical and hospital services as they may be advised are necessary and/or appropriate for the Participant. The Participant further agrees to pay the costs of such treatment.
5. Participants must ensure that their activities as part of The Shoot Out Newcastle are compliant with all laws, local laws and regulations.
6. Participants shall at all times during The Shoot Out Newcastle ensure that the public is not in any way exposed to risks to their health and safety as a result of the Participants' activities and shall prevent nuisance to the public generally.

7. Participants must not use any name, logo, coat of arms or like symbol of or owned or controlled by the Promoter, or other Parties or Body Corporate/s, on or in any visual communication without first obtaining the written consent of the Promoter, other Parties or Body Corporate/s.

8. Parents or guardians signing the Entry Form on behalf of a participating minor declare that they are the parent or legal guardian of the Participant and accept responsibility and the Conditions of Entry on behalf of the Participant.

9. The Promoter may, without giving reasons, accept or reject the submitted film at their sole discretion.

10. The Promoter, or any other party authorised by the Promoter, may, at the Promoter's sole discretion, show any submitted film to the public via any medium across all territories and for an indefinite period without any form of remuneration to the Producer.

11. On entering The Shoot Out Newcastle, Participants will be automatically covered for public liability for the dates of competition. The Shoot Out Newcastle advises that competing individuals and/or teams provide their own professional indemnity insurance. The Shoot Out Newcastle does NOT cover entrants against personal injury or damage to property.

12. By applying for entry to The Shoot Out Newcastle 2008, the Producer makes the following warranties:

a) all Participants have consented in writing to the **Conditions of Entry** and signed the **Declaration of Understanding** as part of the Entry Form;

b) the Producer is the owner or licensee of the copyright in the sound recordings comprising the soundtrack to the Film and the works reproduced in those recordings for an indefinite period from the initial day of competition;

c) the Producer has indefinite and non-revokable performance releases from all actors consenting for the use of their image and voice to be used in the Film;

d) the Producer is entitled to assign to the Promoter each and every right referred to in Clause 13 below and the use or exploitation of the Film as contemplated by this form will not violate the rights of any third party;

e) the Producer warrants that all details in the Entry Form are correct.

13. In consideration of the Promoter's obligation under Clause 14, the Producer, by applying for entry in The Shoot Out Newcastle 2008, assigns absolutely to the Promoter the exclusive right to:

a) include any or all of the acts now or hereafter comprising copyright in the film at, from or otherwise in connection with any new film festival conducted or participated in by The Shoot Out Newcastle;

b) include the Film in whole or part in promotional activities for The Shoot Out Newcastle or any future events conducted by the Promoter or any party authorised by the Promoter;

c) include the Film in whole or part in promotional activities for any sponsors of The Shoot Out Newcastle;

d) include or embody the Film in another film produced by the Promoter or any assignee and in respect of which the Promoter or its assignee will own all rights, being:

i a collection or compilation of films seen in public at any film festival conducted or consented to by the Promoter;

ii a collection or compilation of films to be available for purchase as a non-profit making exercise conducted or consented to by the Promoter;

iii a film concerning films seen in public at any such festival;

e) to communicate the Film to such public by any means including, but not limited to, the internet, cable, satellite and by any media yet to be devised and at, from or otherwise in connection with any film festival conducted by the Promoter or any party authorised by the Promoter.

14. The agreement created by this 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 The Shoot Out Newcastle may reasonably require for the purposes of this agreement. The Shoot Out Newcastle may assign its interest under this agreement.

15. The Producer shall not assign 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.

16. The words and expressions used in this agreement have the meanings given to them in the Copyright Act (1969) unless expressly stated to the contrary in this agreement.

17. A reference to a 'film' in The Shoot Out Newcastle is a reference to any material shot on any format that is entered into The Shoot Out Newcastle competition. In the case of any inconsistency between the conditions of entry and any other language contained in this document, these conditions of entry prevail.

18. By completing the entry form and delivering it to Newcastle either in person or posting to the official address of business, the Participant has applied to enter the proposed film in The Shoot Out Newcastle and accepts that the conditions contained in this form apply to the Producer and The Shoot Out Newcastle.

19. In the case of any inconsistency between the Conditions of Entry and any other language contained in this or any other document, these Conditions of Entry prevail.