

## Flickerfest & Specsavers “Should’ve Gone to Specsavers” Competition Terms and Conditions

Specsavers is pleased to offer competition participants (**Participants**) the chance to win the opportunity to direct a TV commercial for the ‘Should’ve Gone to Specsavers’ campaign (**Competition**).

To express your interest in the Competition, all you have to do is:

- Check your eligibility to participate and read the T&Cs below; and
- Upload your entry via the Flickerfest Film Freeway entry portal.

This Competition is being run by Flickerfest Pty Ltd ABN 59 084 773 400 (**Flickerfest**) and sponsored by Specsavers Pty Ltd ABN 82 097 147 932 (**Specsavers**).

These Terms and Conditions apply to all Participants of the Competition. If you do not agree to these Terms, you cannot participate in the Competition.

### Competition Details

<b>Name of Competition</b>	<b>Flickerfest &amp; Specsavers “Should’ve Gone to Specsavers” Competition</b>
<b>Relevant State(s)</b>	Australia-wide
<b>Entry Period</b>	The competition will be open for entry at 9:00am on 18 July 2023 and will close at 11:59pm on 12 September 2023.
<b>Finalists</b>	Five successful finalists will be chosen from Participants’ entries and will have the opportunity to present their entry to a panel of judges via teleconference in September 2023.
<b>Major Prize</b>	There will be one Major Prize where the first-place winner will receive: <ul style="list-style-type: none"> <li>- The opportunity to professionally direct their winning entry with the Specsavers Creative Agency (<b>TV Commercial</b>) which will be aired at Flickerfest Bondi in January 2024, at all venues on the Flickerfest tour until October 2024 and on television nationally;</li> <li>- \$5,000 cash (<b>Cash Prize</b>);</li> <li>- flights and accommodation (where an entry is submitted by a team, for a maximum of 3 people), at the relevant production location for the duration of the production period (production to occur in December 2023); and</li> <li>- flights and accommodation (where an entry is submitted by a team, for a maximum of 3 people), to view the TV Commercial at the premiere of Flickerfest Bondi 2024.</li> </ul>
<b>Who can enter</b>	The Competition is open to all Australian residents aged 18 years and over.  **Additional eligibility criteria apply; please refer to the Competition Terms.
<b>Who cannot enter</b>	Employees, contractors and the immediate families of Specsavers, Flickerfest or Generation Content Pty Ltd t/as Sunday Gravy ABN 15 603 856 917 (and their related bodies corporate).
<b>Judging</b>	Entries will be judged by a panel of judges, according to criteria as set out in the Competition Terms, and decisions will be final.

# Competition Terms

## 1. Introduction

---

- (a) By entering the Competition, you agree to be bound by the Terms and Conditions governing the Competition, which includes the Competition Details, the Terms set out below, and any instructions or other requirements relating to the Competition or advised by Specsavers during the Competition (**Terms**).
- (b) Specsavers may, in its absolute discretion, refuse to award any prize to any Participant who fails to agree to or comply with these Terms.

## 2. Eligibility to Enter

---

To be eligible to enter the Competition, you must:

- (a) be an individual or a team (not a company or body corporate);
- (b) be an Australian citizen or permanent resident;
- (c) be residing in Australia throughout the Competition and at the time the winner is announced;
- (d) be at least 18 years of age as at the date of your entry into the Competition;
- (e) agree to provide Specsavers with proof of identification, including verification of address upon its request; and
- (f) not be:
  - (i) an employee or contractor of Specsavers, its related bodies corporate or a partner or affiliate assisting Specsavers with this Competition (**Partner**); or
  - (ii) an immediate family member of any person referred to in clause 2(f)(i).

For the avoidance of doubt, where the Participants enter as a team, this clause 2 applies to each member of that team individually.

## 3. Entry

---

- (a) Entry into the Competition is free and to enter, Participants must read the Competition creative brief, available on the [Flickerfest website](#) (**Competition Brief**) and submit:
  - (i) a written script in a length equivalent to one minute of speaking, and a creative concept (storyboards are optional), based on their original idea centred around the 'Should've Gone to Specsavers' concept; and
  - (ii) one example of previous moving image content (up to 20 minutes in length) demonstrating your skills in a key role;to the Flickerfest Film Freeway entry portal at the Flickerfest Specsavers competition page, available here, during the Entry Period.
- (b) Entries may be submitted by an individual or by a team.
- (c) For an entry to be valid, Participants must:
  - (i) meet the eligibility requirements;
  - (ii) comply with these Terms;
  - (iii) use original ideas, uniquely created for the Competition;
  - (iv) own and guarantee the copyright in their entry; and
  - (v) submit their entry to Specsavers by the Competition closing date and in the required format.

## 4. Judging

---

- (a) Following the expiry of the Entry Period, entries will be judged by a panel of judges, elected by Specsavers and Flickerfest.
- (b) The judges will select five finalists, who will be shortlisted and will receive the opportunity to meet with the judges and to discuss their concept in detail, which will form the basis on which the Major Prize is selected.
- (c) The Major Prize winner will be selected by the judges, and:
  - (i) decisions will be final; and
  - (ii) no correspondence will be entered into in relation to the selection of the winner.
- (d) This Competition is a game of skill, and winners will not be drawn at random. Each entry will be individually judged in accordance with the concepts and deliverables outlined in the Competition Brief.

## 5. Notification of winner

---

Specsavers will:

- (a) notify the winner of the outcome of the Competition within 30 days of the date of the Competition closing date, by email; and
- (b) may, at its discretion, advertise the names of the Competition winners on its website and social media channels.

## 6. Prize Conditions

---

### 6.1 Major Prize

- (a) There will only be one Major Prize winner.
- (b) The winner of the Competition must participate in any marketing or media publicity required by Specsavers relating to the Competition.

### 6.2 Cash Prize

- (a) Specsavers will deposit the Cash Prize into the winner's nominated bank account within 30 days of the date of the winner being announced.
- (b) The Cash Prize may not be transferred or assigned to a third party.

### 6.3 Flights and accommodation

- (a) The Competition winner understands and agrees that the flights and accommodation that form part of the Major Prize (**Travel Expenses**) are only applicable where:
  - (i) for the purposes of production of the TV Commercial, the winner resides outside the region of production; and
  - (ii) for the purpose of attending Flickerfest Bondi, where the winner resides outside of Sydney,and that where Travel Expenses are not required, Specsavers will not provide any additional cash prize or other financial compensation in lieu of the Travel Expenses.
- (b) The Competition winner understands and agrees that:
  - (i) they will be responsible for any additional costs associated with their acceptance of the Major Prize, including but not limited to, food and drinks, costs associated with changes to flights or accommodation, missed flights, airport transfers or other transportation costs; and
  - (ii) they must be available for production and to attend Flickerfest Bondi on the dates communicated to it by Specsavers and that where they are not available, Specsavers will not provide any additional cash prize or other financial compensation in lieu of the Travel Expenses.

## 7. Unclaimed Prize

---

If a winner fails to satisfy the eligibility requirements set out under these Terms, is disqualified under clause 10 or, for any other reason, cannot collect the Major Prize, Specsavers reserves the right to withhold the Major Prize.

## 8. Change to the Competition and these Terms

---

Subject to any applicable laws, Specsavers reserves the right to amend, modify, suspend, or cancel the Competition or these Terms at any time without notice to Participants.

## 9. Privacy

---

- (a) Specsavers will be collecting personal information and data from and about Participants and entries in the Competition.
- (b) All information and data will be collected, held and used in accordance with Specsavers' [Privacy Policy](#).

## 10. Disqualification of Participant

---

- (a) Specsavers may disqualify a Participant from the Competition if it reasonably believes that a Participant has:
  - (i) breached any of these Terms;
  - (ii) failed to satisfy the entry eligibility requirements under clause 2;
  - (iii) engaged in any conduct likely to jeopardise the fair and proper conduct of the Competition;
  - (iv) submitted an entry that is not original or that uses a third party's intellectual property without consent; or
  - (v) failed to obtain signed talent release forms from any person engaged by the Participant to feature in their entry.
- (b) A disqualified Participant will indemnify Specsavers for any direct loss or damage caused to Specsavers as a result of any action by a disqualified Participant in association with the Competition.

## 11. Talent Release Forms

---

- (a) The Participant must obtain a signed talent release form from any person they use or feature in their entry (a **Featured Person**). At a minimum, the talent release form must provide for the Featured Person's irrevocable consent to their participation in the Participant's entry, waiver of any rights in or to the entry, and consent for the use, modification, adaptation, reproduction, distribution and exploitation of the entry by Specsavers and its Partners for commercial, advertising, promotional or marketing purposes or other any purpose deemed reasonable by them.
- (b) The Participant warrants to Specsavers and its Partners that they have obtained duly signed talent release forms from all Featured Persons upon submission of their entry. Upon request, the Participant will promptly deliver the duly signed talent release form to Specsavers and its Partners.

## 12. Third-Party Websites

---

- (a) As part of the Competition, Participants may be asked to use third-party websites that are not under the control of Specsavers. Specsavers is not responsible for the content of any third-party website, and such usage of a third-party website does not imply endorsement, sponsorship, or affiliation with the website or its owner by Specsavers.
- (b) The use of third-party websites is at a Participant's own risk. Any use of a third-party website will be subject to, and any information you provide will be governed by, the third-party website's terms, including those relating to confidentiality, privacy, and security.

### **13. Intellectual Property**

---

- (a) A Participant must not use a third party's intellectual property unless they have consent from that third party (that can be provided to Specsavers on its request) or where such use is permitted by law.
- (b) Subject to this clause 13, a Participant retains all intellectual property rights, title and interest in their entries to the Competition.
- (c) By participating in the Competition, Participants understand and agree to:
  - (i) grant Specsavers an irrevocable, exclusive, transferable, sublicensable, royalty-free, worldwide, licence to use, duplicate, modify, distribute, reproduce and use for its commercial benefit, the intellectual property rights in the TV Commercial and its associated entry submission, for any purpose; and
  - (ii) do all things necessary to effect clause 13(c)(i).
- (d) Participants acknowledge that any entry may be copied, reproduced, edited or adapted at any time by Specsavers or its Partners to use the entry for:
  - (i) promotional purposes;
  - (ii) social media marketing; and
  - (iii) email marketing

### **14. Limitation of Liability**

---

- (a) Specsavers, its related bodies corporate, officers, directors, employees, agents, contractors, and Partners are not liable:
  - (i) for any Competition entries lost, misdirected, or otherwise not received or processed adequately by Specsavers;
  - (ii) for any failure to perform or delay in performance of its obligations under these Terms, to the extent that the failure or delay is caused by any act, omission, event, or circumstance outside of the reasonable control of Specsavers; or
  - (iii) for any loss, damage or injury suffered by a participant arising out of or in connection with this Competition to the extent permitted by law.
- (b) Nothing in this clause intends to limit or exclude a Participant's rights under the Australian Consumer Law.

### **15. General**

---

- (a) To the extent of any inconsistency between the Competition Details and these Terms, the Competition Details prevail.
- (b) Specsavers accepts no responsibility for any tax implications or other fees and charges that may arise from participation in the Competition or receiving the Major Prize.
- (c) Participants will not be entitled to be reimbursed for any out-of-pocket expenses incurred in connection with the creation of their entry.
- (d) Unless a contrary intention appears, a reference in these Terms or the Competition Details to dollars or \$ refers to Australian dollars.
- (e) Where the Competition is promoted via a social media platform, you acknowledge and agree that the Competition is in no way sponsored, endorsed, administered by or associated with that social media platform.