



## Flickerfest & Specsavers “Should’ve Gone to Specsavers” Competition 2027 Terms and Conditions

Specsavers is pleased to offer competition participants (**Participants**) the chance to win the opportunity to have their ‘Should’ve Gone to Specsavers’ TV commercial aired on national television and at the 36th Flickerfest film festival Bondi and national tour 2027 (**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 the prize provider is 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

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| <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 open for entry at 9:00am on 8 July 2026 and will close at 19:00pm on 18 November 2026, unless extended or otherwise amended by Specsavers and Flickerfest.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Finalists</b>           | <p>Five successful finalists will be chosen from the Participants’ entries and each finalist will receive:</p> <ul style="list-style-type: none"><li>- \$20,000 cash (<b>Finalist Cash Prize</b>);</li><li>- flights and one (1) night’s accommodation for attendance at Flickerfest Bondi 2027, only where the finalist resides outside of the Sydney metropolitan area. Where entries are submitted by an individual, travel and accommodation will be provided for that individual only. For entries submitted by a team, travel and accommodation will be provided for a maximum of two (2) team members.</li><li>- The finalists’ entries will be displayed publicly online and the public will have the opportunity to vote for their favourite; and</li><li>- The finalists’ entries will be aired at Flickerfest Bondi in January 2027, and potentially at all venues on the Flickerfest tour until October 2027 and potentially broadcast on free-to-air and BVOD/SVOD television nationally.</li></ul> |
| <b>Major Prize</b>         | <p>The Major Prize winner will be the entry (from the 5 finalists) that receives the most votes from the public during the Voting Period. The Major Prize winner will be announced at the closing event of Flickerfest Bondi on 31 January 2027. The Major Prize winner will receive:</p> <p>\$50,000 cash (<b>Major Cash Prize</b>); this is in addition to the \$20,000</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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|                         | Finalist Cash Prize.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Who can enter</b>    | <p>The Competition is open to all Australian residents aged 18 years and over. Participants under the age of 18 years must have the consent of a parent or legal guardian to enter the Competition. As a condition of entry, Specsavers or Flickerfest may require written consent from the parent or legal guardian (in a form specified by Specsavers or Flickerfest) prior to accepting an entry or awarding any prize.</p> <p><b>**Additional eligibility criteria apply; please refer to the Competition Terms.</b></p> |
| <b>Who cannot enter</b> | Employees, contractors and the immediate families of Specsavers employees, Flickerfest employees or the marketing agencies they engage (and their related bodies corporate).                                                                                                                                                                                                                                                                                                                                                 |
| <b>Judging</b>          | Entries will be judged and finalists will be selected by a panel of judges, according to criteria as set out in the Competition Terms, and decisions will be final.                                                                                                                                                                                                                                                                                                                                                          |
| <b>Voting Period</b>    | <p>Public voting for the Finalist's entries will open at 9:00am on Friday 15 January 2027 and close at 11:59pm on Saturday 30 Jan 2027 (<b>Voting Period</b>).</p> <p>Specsavers can change this period at its discretion.</p>                                                                                                                                                                                                                                                                                               |

## 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) if under the age of 18 years, have obtained the consent of a parent or legal guardian to enter the Competition in accordance with the Competition Details;
- (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

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- (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 produced 30 second television commercial, based on their original idea uploaded to the Flickerfest Film Freeway entry portal at the Flickerfest Specsavers competition page, available [here](#), during the Entry Period; and,
  - (ii) The 30 second television commercial must be concluded with the Specsavers end frame which will include the Should've Gone to Specsavers tag line with the Specsavers & Flickerfest logos (this can be downloaded from the Flickerfest website on the [Specsavers TVC Competition page](#) or here: Green background: [.mp4](#) | [.mov](#) or transparent background [.mov](#)). Participants are granted a limited, non-exclusive, revocable licence to use the Specsavers and Flickerfest names, logos, trademarks and Competition tagline solely for the purpose of creating and submitting an entry into the Competition.
- (b) Entries must be a video file submitted in the following specifications (**Specification Requirements**):
  - (i) File Format: MP4 (H.264)
  - (ii) Maximum File Size: 200MB
  - (iii) Maximum Bitrate: 50 Mbps
  - (iv) Audio: AAC, 128 Kbps, 2 channel stereo
  - (v) Resolution: While FilmFreeway accepts full HD (1080p), it recommends using settings close to the output settings, suggesting 1080p as a good balance between quality and file size. For judging on computers, 1080p is often sufficient.
  - (vi) Aspect Ratio: Preserved
  - (vii) Maximum Video Height: 1080 pixels
- (c) Entries may be submitted by an individual or by a team.
- (d) For an entry to be valid, Participants must:
  - (i) meet the eligibility requirements;
  - (ii) meet the Specification Requirements;
  - (iii) comply with these Terms;
  - (iv) use original ideas, uniquely created for the Competition;
  - (v) own and guarantee the copyright in their entry; and
  - (vi) submit their entry to Specsavers by the Competition closing date and in the required format.
- (e) Participants must ensure that:
  - (i) They have obtained all necessary rights, licences, consents and permissions required for their entry, including in relation to any music, sound, voiceover, footage, graphics, logos or other third-party materials included in the entry;
  - (ii) they have obtained signed talent release forms from each individual appearing in the entry and, where the entry is filmed in a location that requires permission, a valid location release, granting Specsavers the right to use the entry for the purposes contemplated by these Terms; and
  - (iii) where artificial intelligence systems (AI Systems) have been used in the creation of the entry, the Participant has complied with clause 9.4 (Use of Artificial Intelligence) and will disclose details of such use to Specsavers upon request.

- (f) Entries must not be published, distributed, exhibited or otherwise made public prior to the announcement of Finalists without the prior written consent of Specsavers or Flickerfest.
- (g) Following the announcement of the Finalists, Participants may publish or share their entry to their owned channels only if they include an additional end frame stating that the video was “Made for the Specsavers & Flickerfest Competition.” This frame must be in the form supplied by Flickerfest and Specsavers, which will be available to download from the Flickerfest website.

## **4. Judging**

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- (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, and their entries will be displayed publicly online. The public will have the opportunity to vote for their favourite entry for the duration of the Voting Period.
- (c) The Major Prize winner will be the entry that receives the most public votes during the Voting Period.
- (d) This Competition is a game of skill, and finalists will not be drawn at random. Each entry will be individually judged in accordance with the concepts and deliverables outlined in the Competition Brief.

## **2. Notification of finalists and winner**

### **2.1 Notification of finalists**

Specsavers will:

- (a) notify the finalists of the outcome of the Competition within 30 days of the conclusion of the Entry Period, by email; and
- (b) may, at its discretion, advertise the names of the Competition finalists on its website and social media channels.

### **2.2 Notification of winner**

- (a) notify the winner of the Competition within 30 days of the conclusion of the Voting Period, by email; and
- (b) may, at its discretion, advertise the names of the Competition winner(s) on its website and social media channels.

## **3. Prize Conditions**

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### **3.1 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.

### **3.2 Finalist Cash Prize**

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

### **3.3 Major Cash Prize**

- (a) Specsavers will deposit the Major Cash Prize into the winner's nominated bank account within 30 days of the date of the winner being announced.

- (b) The Major Cash Prize may not be transferred or assigned to a third party.

### **3.4 Flights and accommodation**

- (a) The Competition finalist winners understand and agree that the flights and accommodation that form part of the Finalist Prize (**Travel Expenses**) are only applicable 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. Where an entry is submitted by a team, this will be provided for a maximum of 2 people. Where the entry is submitted by an individual, this will only be provided for the individual.
- (b) The Competition Finalists understand and agree that:
  - (i) they will be responsible for any additional costs associated with their acceptance of the Finalists 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 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.
  - (iii) Where a Finalist is unable to attend, they may nominate an alternative representative to attend in their place, subject to prior approval by Specsavers (acting reasonably).

### **3.5 Finalist Requirements**

- (a) As a condition of being selected as a Finalist, Participants must within 14 days of a request from Specsavers, provide Specsavers with all materials necessary for the purpose of administering and promoting the entry, including but not limited to a master copy of the entry in the required format and a headshot of the Participant (or each team member, where applicable).
- (b) If the Participant does not provide the requested materials within the specified timeframe, Specsavers may delay payment of the Finalist Cash Prize until those materials have been provided to its reasonable satisfaction.

## **4. 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 and reissue the Major Prize to another finalist.

## **5. 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.

## **6. Privacy**

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- (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.

## **7. Disqualification of Participant**

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- (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.

## **8. Third-Party Websites**

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- (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.

## **9. Intellectual Property**

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### **9.1 Participants**

- (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 9(a), the Participant retains all intellectual property rights, title and interest in their entries to the Competition.

### **9.2 Finalists**

- (a) By participating in the Competition and accepting the Finalist Cash Prize, finalists 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 their entry, for any purpose; and
  - (ii) do all things necessary to effect clause 9.2(a)(i).

### **9.3 Winner**

- (a) By participating in the Competition and accepting the Major Cash Prize, the winner(s) 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 their entry, for any purpose; and
  - (ii) do all things necessary to effect clause 9.3(a)(i).

### **9.4 Use of Artificial Intelligence**

- (a) Participants may use artificial intelligence systems (**AI Systems**) in the creation of their entry, provided that:

- (i) any content generated using AI Systems is original, does not infringe the intellectual property or other rights of any third party, and complies with these Terms;
  - (ii) the entry remains primarily conceived, authored, creatively directed and controlled by the Participant, with AI Systems only used to support the filmmaking process;
  - (iii) the script, performances, characters and core creative elements of the entry are not substantially generated by AI Systems;
  - (iv) the Participant applies appropriate human review and oversight to any AI-generated or AI-assisted content;
  - (v) the Participant remains solely responsible for their entry, including the accuracy, legality and suitability of any content generated or assisted by AI Systems;
  - (vi) the Participant discloses whether any AI Systems were used in the creation of their entry, including which AI system(s) were used, and the manner in which they were used; and
  - (vii) upon request, the Participant provides Specsavers or Flickerfest with any additional information reasonably required regarding the use of AI Systems in the creation of the entry.
- (b) Specsavers and Flickerfest reserve the right to determine, in their absolute discretion, whether an entry that uses AI Systems is eligible for the Competition, having regard to the extent of human authorship, creative control and compliance with these Terms.
  - (c) For the purposes of these Terms, AI System means any machine-based system that can generate outputs such as content, predictions or recommendations, including generative artificial intelligence tools, large language models and similar technologies.

## **10. Limitation of Liability**

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- (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.

## **11. General**

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- (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 Finalist Cash Prize and/or the Major Cash 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.