NATIONAL YOUTH FILM AWARDS 2021 SUBMISSION OPEN YOUTH CATEGORY TERMS AND CONDITIONS (the "Terms and Conditions")

PLEASE READ THE INSTRUCTIONS AND TERMS & CONDITIONS CAREFULLY BEFORE SUBMISSION.

The National Youth Film Awards (the "NYFA") is brought to you by *SCAPE Co. Ltd (the "Organiser") and supported by the National Youth Council (NYC) and Objectifs Centre Ltd (Objectifs) to establish the National Youth Film Awards as a networking platform where youths nurture and hone their craft, with opportunities to connect to the local and regional industry.

1. ELIGIBILITY OF SUBMISSION

To participate in NYFA, you must satisfy the following eligibility requirements:

- A. The Open Youth Category is open to:
 - a. Any Singaporeans or PR ages 15-35 years old (born 1986 to 2006)
 - Youths ages 15-35 years old (born 1986 to 2006) *residing in Singapore during the time of submission.
 - *with a valid long-term pass (e.g. EP/SP/LTVP). Proof of identity for verification may be required and must be produced upon request.
- B. Submissions must be produced between 01 Jan 2020 and 30 April 2021.
- C. Industry professionals, including freelancers, may submit. However, submitted films must be produced in a non-commercial capacity. Any films that are made with the intent of sales and promotion of a product, service, or brand will not be accepted.
- D. All nominees must be 15-35 years old.
- E. Live Action, Animation, Documentary films are accepted for submission. Music videos can be submitted under the Live Action or Animation category.
- F. The maximum duration is 30 minutes including opening title and ending credits. The minimum length is 1 minute.
- G. A submission may be submitted by the Producer or any representative of the film. The above hereinafter will be referred to as the "**Applicant**". Each Applicant may submit <u>more than one (1) film</u>.
- H. The NYFA is non-exclusive. Submissions made to other film competitions (within or outside Singapore) may be eligible for participation.

2. TERMS & CONDITIONS

- A. Participation in the NYFA is subject to the terms and conditions set out herein, and any other terms and conditions set out on the NYFA website at www.scape.sg/nyfa (as may be amended from time to time and hereinafter referred to as the "Terms and Conditions"). All details on how to enter NYFA and any requirements for the submissions shall form part of these Terms and Conditions.
- B. By entering the NYFA, each Applicant will be deemed to have accepted and be bound by the Terms and Conditions. Each Applicant warrants that:
 - a. he/she has the legal capacity to participate in NYFA in accordance with the Terms and Conditions and the information submitted is true, complete and accurate; and
 - he/she possesses the exclusive rights to each submission hereunder (including but not limited to the script(s) and music, etc) and that no submissions shall infringe the intellectual property, privacy or other rights or interest or any third party or may result in any liability; and
 - c. each submission will not contain anything that is libelous, defamatory, obscene, indecent, harassing or threatening or otherwise offensive or objectionable.
- C. The Applicant understands and accepts that personal particulars and information stated in the online submission form and any information supplied may be used and disclosed by the Organiser for purposes in connection with the promotion, marketing, publicity and obtaining sponsorship. In addition, the Applicant consents to the Organiser collecting, using, disclosing and/or processing any and all personal data submitted for various purposes, including communication with the Applicant, sending the Applicant marketing and advertising materials from the Organiser or its business partners, and conducting market research and statistical analysis.
- D. The Applicant shall indemnify and keep the Organiser indemnified from and against any and all losses, damages, claims and/or costs (including costs on a full indemnity basis) suffered and/or incurred by the Applicant as a result of your breach of any of the Terms and Conditions.
- E. The Terms and Conditions shall be governed by and constructed in accordance with Singapore laws. The Applicant irrevocably submits to the non-exclusive jurisdiction of the courts of the Republic of Singapore.
- F. No third party shall have any rights to enforce any of the provisions under the Terms and Conditions against the Organiser under the Contracts (Rights of Third Party) Act of the Republic of Singapore.
- G. The Organiser reserves the right to amend or vary any of the Terms and Conditions without prior notice.

3. SUBMISSION REQUIREMENTS

- A. All submissions must be submitted via the online submission form on the NYFA website at www.scape.sg/nyfa. Any other forms of submission will not be accepted.
- B. All submissions must be received no later than 2359hrs (GMT +8) on 30 April 2021.
- C. All submissions are required to be uploaded onto the platform listed on the online submission form. Both URL and password (if any) must be provided.
- D. All non-English submissions must have English subtitles.
- E. Applicants may be required to submit dialogue track or film without music track for the making of the NYFA montage. Shortlisted Nominees will also be required to submit a soft copy of the submitted film.
- F. Without prejudice to any other provision herein contain, each submission hereunder must be an original work. It must not infringe upon the copyrights, trademarks or other intellectual properties of any person or entity.
- G. Submissions must not contain obscene or pornographic material; must not contain threatening or defamatory statements about any person, company, organisation or entity; must not invade privacy or other rights of any person, company or entity; and must not in any other way violate applicable laws and regulations.

4. SHORTLISTED NOMINEES SUBMISSION FORMAT

A soft copy of the film will be required from Shortlisted Nominees. The required format is listed below:

Container Format: QuickTime (.mov)

Codec: H.264

Aspect Ratio: 16:9 (16:9 letterbox or pillar box if film is in another native aspect ratio)

Resolution: 1920 x 1080 PROGRESSIVE

Frame Rate: 24 or 25 FPS only

Audio: Stereo Channels, AAC codec, 48kHz sample rate **Maximum Duration:** 30 minutes including opening title and closing credits

5. PUBLICITY AND PROMOTION

A. The Applicant hereby expressly and irrevocably consents to, and grants to the Organiser, its principals, agents, representatives, successors and/or assigns, the right to use his/her name, photographs, particulars, submissions at the Organiser associated programmes in any manner and in any media and formats in perpetuity throughout the world as the Organiser deems fit, including for publicity or promotional purposes. Such publicity may include without limitation the film(s) submitted for NYFA, the Applicant and/or likeness, voice, photographs and/or video footage of the Applicant, biographical information provided by the Applicant and/or any statement made by he/she concerning the Organiser, NYFA, and/or prizes.

- B. The Organiser shall not be obliged to include any Applicant in any publicity whatsoever.
- C. No Applicant shall, without the prior written approval of the Organiser, make any personal appearance, give any interviews or allow exposure in any media (be it online, print, visual or audio) relating to NYFA or submit any such material for any other purposes.

6. JUDGING PROCESS AND PRIZES

- A. Each submission is judged for their artistic excellence in craftsmanship across the various aspects of filmmaking.
- B. The selection of the jury panel and the judging process shall be at the Organiser's sole and absolute discretion. Each Applicant shall accept and abide by any and all decisions made by the Organiser in relation to NYFA, including and not limited to, the Terms and Conditions, evaluation criteria and the awarding of prizes. No enquiries, appeals, verbal or written, shall be entertained.
- C. Any decision made by the Organiser in relation to the conduct of NYFA is final, binding and conclusive and will not be challenged on any grounds, including without limitation, grounds that the Organiser failed to act reasonably or fairly.
- D. The Jury reserves the right not to select a winning submission if none of the films are deemed to be of sufficient criterion.
- E. All winners will be announced during an Award Ceremony on Saturday, 24 July 2021. The Organiser reserves the right to extend or modify the winner notification and date of announcement or format where necessary. Shortlisted Nominees will be contacted beforehand via contact details submitted to the Organiser. Shortlisted Nominees must attend and be ready to collect their applicable Award(s). For avoidance of doubt, any payment of the Award prize(s) to such Applicant shall be deemed as due receipt of the Award prize(s) by all its members of the submission.
- F. The winner(s) shall not transfer or exchange any non-cash Award prize(s) won, and such prizes can only be used by the winner(s) only at such times and may be subject to certain terms and conditions as specified by the Organiser or, if applicable, the Sponsors of NYFA. The winner(s) acknowledges and agrees that he/she may be disqualified from receiving any prize(s) if he/she is not able or willing to abide by any Terms and Conditions which may be imposed by the Organiser or Sponsors of NYFA in relation to the Award prize(s), and in such event, the Organiser reserves the right to award the prizes to other winner(s).
- G. The winner(s)' refusal to accept any Award prize(s) (be it cash or non-cash) shall release the Organiser from all obligations in connection with the Award prize(s). In addition, the winner shall fulfil all obligations (if any) specified by the Organiser and Sponsors of NYFA.

- H. The Organiser does not undertake any responsibility for any delivery of sponsored Award prize(s). In the event that the Sponsor of NYFA fails or refuses, for whatever reason, to deliver or transfer the prize or make good on its promise or offer to the Award prize(s) winner, the Organiser shall not be liable or be responsible for losses (of any nature whatsoever) arising from such failure or refusal.
- The Organiser reserves the right to disqualify any Applicant if it has reasonable grounds to believe that the Applicant has breached these Terms and Conditions, or on any grounds as the Organiser may in its sole discretion decide.