

SMHFF Short Film Youth Competition 2021

TERMS AND CONDITIONS (the "Terms and Conditions")

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

The SMHFF Short Film Youth Competition 2021 (the "Competition") is brought to you by Singapore Mental Health Film Festival Limited (the "SMHFF"), sponsored by Jardine Matheson Group companies ("Jardines") and MINDSET Care Limited ("MINDSET"), and supported by the National Youth Council ("NYC").

Youth who submit a short film (the "Film) will be referred to as the "Participant".

Conditions for Submission

- 1. The Competition is open only to *residents of Singapore who are between the ages of 15 -35 years as at 30 November 2020.
 - * with a valid, NRIC, Employment Pass, S Pass, Work Permit or Student Pass. Proof of identity for verification may be required, and must be produced upon request.
- 2. Participant warrant to indemnify SMHFF against any and all claims in relation to their participation in this Competition and breach of its Terms and Conditions contained herein. SMHFF's rights are hereby expressly reserved.
- 3. Employees of SMHFF and its affiliates, and immediate family members and/or those living in the same household of each of the aforesaid persons are not eligible to be nominated as a Finalist for the Competition. They are however encouraged to be a Participant as the submitted Film may be used for future outreach and educational purposes, to the discretion of SMHFF.
- 4. SMHFF reserves the right to disqualify and/or exclude any entries from the Competition, for any reason and for no reason, including without limitation, violation of any portion of these Terms and Conditions.
- 5. Workshops: Prerequisite to submitting a short film to the Competition.
 - a. Participant must attend at least two mental health/dementia workshops and one production workshop to qualify for submission to the Competition.
 - b. Application for workshops close on 30 November 2020 at 23:59 (GMT +8.00).
 - c. In the event that workshops have been oversubscribed, eligibility to attend the workshops will be at the discretion of SMHFF, and based on the following considerations:
 - i. Film concept/synopsis
 - ii. Priority will be given to applicants who will be creating a Film specifically for this Competition
- 6. Submission of short film: On invitation basis only
 - a. Invitation to submit a Film to the Competition will be sent in early January 2021. This invitation is based on Participant's attendance to workshops (refer to point 5 for clarification).
 - b. Submission of Film closes on February 22, 2021 (23:59 hour). Late entries will not be considered.



- c. Film submitted must not exceed 10 minutes (including opening and closing credits).
- d. Participant is allowed to submit only one film, either as an individual or part of a team. Participant is not allowed to be part of two teams.
- e. Films containing watermarks will be disqualified.
- f. Submitted Film must have English subtitles.
- g. Adult supervision is permitted for the filmmaking process but Film content should be conceived and produced as independently as possible by Participant.
- h. Participant guarantees that the Film they are submitting is original and has not been previously published, for which the Participant owns all necessary rights thereof. If found otherwise, they will be obligated to refund any rewards/winnings back to SMHFF.
- i. Where there are images or personal information of other individuals appearing in or associated with the Films, the Participant confirm that the individuals have consented and agreed to them providing the images/footages and personal information to SMHFF and that SMHFF may use the images, footages and personal information for the purpose of this Competition, and/or SMHFF's outreach efforts.
- j. Any costumes, props or other materials used must be rented, borrowed or acquired with permission of the owner, and all other relevant permissions must have been obtained.
- k. Participant's particulars and information that are provided during registration must be legitimate and accurate. Participant is not allowed to use other personas or any foreign particulars, other than their own, to register in this Competition.
- Participant shall hold SMHFF and all of its officers, directors, and employees
 free and harmless from any liability arising from claims or suits of third parties,
 including costs and expenses incidental thereto, in connection with the use of
 submitted Film for the Competition.
- m. Participant is personally responsible to ensure that their Film is successfully submitted. Any technical errors that result in failure to submit the Film within the Competition's entry period will render a disqualification.

Competition Entries

- 7. By submitting a Film, the Participant thereby:
 - a. specifically authorizes SMHFF to use, without compensation, gain or rewards, and grant SMHFF a non-exclusive and irrevocable license to use, republish the Film in any media for marketing and promotional purposes which include but not limited to screening at SMHFF Short Film Youth Competition Premiere and SMHFF annual flagship Festival;
 - b. represents and warrants that all elements contained in the Film (i) is original to the Participant and fully cleared for use as contemplated herein, (ii) does not and will not, in any way, violate or breach any of the terms of any other agreement the Participant may be a party to, (iii) does not contain libelous, tortuous elements or the publication or sale of which will violate any



Singaporean law statute or regulation, (iv) is not obscene or in any other manner unlawful, and (v) shall not require SMHFF to pay or incur any sums to any person or entity as a result of SMHFF's use or exploitation of the same. Participant shall also indemnify and hold harmless SMHFF and its affiliates from and against any claim, action, damage, loss and costs and expenses (including legal fees and professional fees) arising from or in connection with any breach of the foregoing.

- 8. SMHFF reserves the right to disqualify any Film that does not meet the rules and regulations of the Competition. These include Film submitted with invalid or incorrect information.
- 9. Unfair or unethical methods of participation may result in disqualification.
- 10. The Terms and Conditions shall be governed by and constructed in accordance with Singapore laws. The Participant irrevocably submits to the non-exclusive jurisdiction of the courts of the Republic of Singapore.
- 11. No third party shall have any rights to enforce any of the provisions under the Terms and Conditions against SMHFF under the Contracts (Rights of Third Party) Act of the Republic of Singapore.
- 12. SMHFF reserves the right to amend or vary any of the Terms and Conditions without prior notice.

Judging Process and Prizes

- 13. Each Film will be judged for their artistic excellence in craftsmanship across the various aspects of filmmaking, and the relation and realistic portrayal of the five main topics:
 - a. Young Caregivers
 - b. Cyberbullying
 - c. Suicide Prevention
 - d. Life Transitions
 - e. Recovery
- 14. The Jury panel (the "Jury) will consist of individuals who are independent and have no relation to any of the submitted Film entries. The judging process shall be at SMHFF's sole and absolute discretion.
- 15. Each Participant shall accept and abide by any and all decisions made by SMHFF, 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.
- 16. Any decision made by SMHFF in relation to the conduct of SMHFF is final, binding and conclusive and will not be challenged on any grounds, including without limitation, grounds that SMHFF failed to act reasonably or fairly.
- 17. The Jury reserves the right not to select a winning submission if none of the films are deemed to be of sufficient criterion.
- 18. All Winners will be announced during an Award Ceremony in May 2021 (date to be confirmed). Finalists will be contacted beforehand via contact details submitted to SMHFF. Finalists must attend and be ready to collect their applicable Award(s). For avoidance of doubt, any payment of the Award prize(s) to such Participant shall be deemed as due receipt of the Award prize(s) by all its members of the submission.



- 19. Winners shall not transfer, exchange or redeem 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 SMHFF or, if applicable, the Sponsors of SMHFF. Winners acknowledge and agree that they may be disqualified from receiving any prize(s) if they are not able or willing to abide by any Terms and Conditions which may be imposed by SMHFF or Sponsors of SMHFF in relation to the Award prize(s), and in such event, SMHFF reserves the right to award the prizes to other winner(s).
- 20. Winners' refusal to accept any Award prize(s) (be it cash or non-cash) shall release SMHFF from all obligations in connection with the Award prize(s). In addition, the winner shall fulfil all obligations (if any) specified by SMHFF and Sponsors of SMHFF.
- 21. SMHFF does not undertake any responsibility for any delivery of sponsored Award prize(s). In the event that the Sponsor of SMHFF 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, SMHFF shall not be liable or be responsible for losses (of any nature whatsoever) arising from such failure or refusal.
- 22. SMHFF reserves the right to disqualify any Participant if it has reasonable grounds to believe that the Participant has breached these Terms and Conditions, or on any grounds as SMHFF may in its sole discretion decide.

Finalists Submission Format

- 23. A soft copy of the film will be required from Finalists. The required format is listed below:
 - a. Container Format: QuickTime (.mov)
 - b. Codec: H.264
 - c. Aspect Ratio: 16:9 (16:9 letterbox or pillar box if film is in another native aspect ratio)
 - d. Resolution: 1920 x 1080 PROGRESSIVE
 - e. Frame Rate: 24 or 25 FPS only
 - f. Audio: Stereo Channels, AAC codec, 48kHz sample rate
 - g. Maximum Duration: 10 minutes including opening title and closing credits
 - h. Subtitles: English