

OPTUS ONE80 COMPETITION 2011-12 – TERMS AND CONDITIONS

GENERAL INFORMATION

1. These are the terms and conditions (“Terms and Conditions”) that govern the relationship between you and the Promoter when you enter the Optus One80 Project Entry Period competition (the “Competition”).
2. By submitting an entry into the Competition, entrants warrant that they have read, understand and agree to be bound by these Terms and Conditions.
3. The Promoter is MTV Networks Australia Pty Ltd, ABN 18 107 601 418, of Ground Floor 4-16 Yurong Street, East Sydney, NSW 2010 (“Promoter”).
4. A “Qualifying Individual” is an individual who is: (i) Australian resident aged 15 years, or older, as at 15 October 2011; (ii) is not an employee of the Promoter, Optus Administration Pty Ltd, Singtel Optus Pty Ltd or any of their suppliers, associated companies or agencies; and (iii) is not a spouse, defacto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee. An entry to the Competition can be submitted by one Qualifying Individual alone (an “Entrant”), or by multiple individuals, provided all those individuals are Qualifying Individuals (together an “Entrant”).
5. The Optus One80 Project consists of two competition elements – the entry period for Entrants (“Entry Period”), and the voting period for the general public (“Voting Period”). The Competition and these Terms and Conditions relate solely to the Entry Period. Details and terms and conditions for the Voting Period competition will be made available at the close of the Competition on the Optus One80 Project website, located at www.one80project.com.au (“Website”).
6. The Competition Entry Period commences at 12:01am (AEDT) on 15 October 2011 and closes at 11.59pm (AEDT) on 14 January 2012.
7. The Voting Period will run from 12:01am (AEDT) 24 January 2012 until 11:59pm (AEDT) 4 March 2012.
8. Entries delivered by hand or post can be submitted in accordance with these Terms and Conditions from 15 October 2011 until the end of the Entry Period. Entries uploaded via the Website can be submitted in accordance with these Terms and Conditions from 31 October 2011 until the end of the Entry Period.
9. The announcements of Competition winners will take place no later than 6 April 2012.

ENTRY

10. Entrants can submit an unlimited number of entries into the Competition, providing they meet the criteria set out in these Terms and Conditions, and they submit the entry with all corresponding materials within the Entry Period.
11. The Promoter reserves the right to verify the validity of entries and to disqualify any Entrant who the Promoter believes either has manipulated, tampered with, or engaged in unfair practices relating to, the Competition voting or the Competition process or has submitted an entry that is not in accordance with these Terms and Conditions.
12. There are two categories of entry:

- (a) **General**, where the Entrant completes and submits their entry using a standard video camera and film in accordance with these Terms and Conditions and will be in the running for the prizes and awards outlined in Clauses 58 and 59(a) below; and
 - (b) **Mobile**, where the Entrant completes the Pilot portion of their entry (as defined below) using a mobile phone only in accordance with these Terms and Conditions, and will be in the running for the Mobile Award Prize only, outlined in Clause 59(b) below.
13. For the avoidance of doubt, any reference to an Entrant will refer to an Entrant of both the General and the Mobile categories, unless otherwise indicated by the context.

ENTRY DETAILS – GENERAL

14. To enter a General entry, an Entrant must download an entry form from the Website (“Entry Form”) and submit the following:
- (a) a completed Entry Form;
 - (b) a pilot episode of a drama (see Clause 34) (“Pilot”) of not greater than 3 minutes duration (including any opening and closing credits) and no less than 1 minute duration that relates to the submitted Entry Form;
 - (c) a treatment outlining the Pilot; and
 - (d) a biography

in accordance with the formats set out in Clause 16.

15. Completed General entries can be submitted in one of two ways:

(a) **Online**

Entries can be submitted in the formats outlined in Clause 16 by way of uploading on the Website, following the directions provided at the Website.

(b) **Mail/Delivery**

Entries can be posted or hand delivered to:

OPTUS ONE80 PROJECT
MTV Networks Australia
4-16 Yurong St
EAST SYDNEY 2010 NSW

All entries submitted in this manner must be posted or delivered no later than **5pm Friday 13 January 2012**, and posted entries must be post-marked no later than Friday 13 January 2012 to be eligible.

16. All General entries must be submitted in the formats as defined in the table below:

Entry Element	Format Required
Pilot	<p>No longer than 3 minutes (180 seconds) total running time and no shorter than 1 minute (60 seconds) total running time.</p> <p>VIDEO</p> <ul style="list-style-type: none"> - Codec H.264 - Frame rate 24, 25, or 30 FPS - Data rate 2000 kbps (SD), 5000 kbps (HD) - Resolution 640x480 (SD), 1280x720 (HD) - 640x480 for 4:3 SD video, 640x360 for 16:9 SD video, and 1280x720 or 1920x1080 for HD. If you have the option to control the pixel aspect ratio (not the display aspect ratio) make sure it's set to "1:1" or "1.00", sometimes referred to as "square pixels." - Deinterlacing Maybe - If you are shooting on an older camera, enable this option. Otherwise, you may get weird-looking horizontal lines in your video. With newer camera models this won't matter, so you can leave this option unchecked. <p>AUDIO</p> <ul style="list-style-type: none"> - Codec AAC (Advanced Audio Codec) - Data rate 320 kbps - Sample rate 44.1 kHz <p>Note: Posted/Delivered Entries must be delivered on DVD only</p> <p>For uploaded entries: if selected as a Finalist, entrants will also need to supply a Quicktime data file (8-bit uncompressed) on DVD</p>
Entry Form	To be obtained online at Website www.one80project.com.au
Treatment	Hard or electronic Word or PDF copy, to accompany the Pilot
Bio	Hard or electronic Word or PDF copy, to accompany the Pilot for each member of the Creative Team (see Clause 25)

ENTRY DETAILS – MOBILE

17. To enter a Mobile entry, an entrant must download an Entry Form from the Website and submit the following:

- (a) a completed Entry Form;

- (b) a Pilot of not greater than 3 minutes duration (including any opening and closing credits) and no less than 1 minute duration that relates to the submitted Entry Form;
- (c) a 100 word synopsis outlining the Pilot; and
- (d) the following information:
 - i. Mobile device(s) that was/were used in filming the Pilot
 - ii. Device operating system
 - iii. Video recording resolution
 - iv. Recorded format
 - v. Date(s) of filming

in accordance with the formats set out in Clause 20.

18. Completed Mobile entries can be submitted in one of two ways:

(a) **Online**

Entries can be submitted in the formats outlined in Clause 20 by way of uploading on the Website, following the directions provided at the site.

(b) **Mail/Delivery**

Entries can be posted or hand delivered to:

OPTUS ONE80 PROJECT
 MTV Networks Australia
 4-16 Yurong St
 EAST SYDNEY 2010 NSW

All entries submitted in this manner must be posted or delivered no later than **5pm Friday 13 January 2012**, and posted entries must be post-marked no later than Friday 13 January 2012 to be eligible.

19. In order to verify Mobile entries, Mobile Entrants will additionally be required to record and keep:

- (a) the original, unedited rushes of their Pilot along with the finished Pilot to enable the Promoter to check the metadata of the footage against the information provided in the Entry Form;
- (b) footage of them using actual device (or devices) shooting the Pilot.

Successful entrants may be required to produce such footage as proof that their entry was completed via mobile, and entrants unable to produce this footage may be disqualified at the Promoter's sole discretion.

20. All Mobile entries must be submitted in the following format:

Entry Element	Format Required
Pilot	No longer than 3 minutes (180 seconds) total running time and no shorter than 1 minute (60 seconds) total running time. VIDEO

	<ul style="list-style-type: none"> - Codec H.264 - Frame rate 24, 25, or 30 FPS - Data rate 2000 kbps (SD), 5000 kbps (HD) - Resolution 640x480 (SD), 1280x720 (HD) - 640x480 for 4:3 SD video, 640x360 for 16:9 SD video, and 1280x720 or 1920x1080 for HD. If you have the option to control the pixel aspect ratio (not the display aspect ratio) make sure it's set to "1:1" or "1.00", sometimes referred to as "square pixels." - Deinterlacing Maybe - If you are shooting on an older camera, enable this option. Otherwise, you may get weird-looking horizontal lines in your video. With newer camera models this won't matter, so you can leave this option unchecked. <p>AUDIO</p> <ul style="list-style-type: none"> - Codec AAC (Advanced Audio Codec) - Data rate 320 kbps - Sample rate 44.1 kHz <p>Note: Posted/delivered entries must be delivered on DVD only</p> <p>For uploaded entries: if selected as a Finalist, entrants will also need to supply a Quicktime data file (8-bit uncompressed) on DVD</p>
Entry Form	To be obtained online at Website www.one80project.com.au
Synopsis	Hard or electronic Word or PDF copy, to accompany the Pilot

21. Mobile Entrants are not allowed to mix footage shot on a mobile phone with footage shot on other video camera equipment. Notwithstanding this, General entrants will not be prohibited from using mobile phone video recorders to shoot parts of their entry.
22. Mobile Entrants are allowed to use multiple mobile phones, as long as each phone and use thereof conforms to the entry requirements and these Terms and Conditions.
23. Mobile Entrants must complete the "Mobile Entrant Declaration" on the Entry Form confirming that all Mobile entry conditions have been met when submitting their entry.

ENTRY DETAILS – GENERAL AND MOBILE

24. Each entry must be technically suitable for watching via the following platforms: mobile phone, Internet, and television and meet the classification specifications for content rated no higher than MA15+.
25. Each Entrant must nominate a writer and director for the Pilot on their Entry Form ("Creative Team"). For the avoidance of doubt, the roles of writer and director may be carried out by the same person.
26. Any person not listed as an Entrant in the Entry Form will be considered not to have entered the Competition and will have no claim against the Promoter in respect of any prize awarded in the Competition.
27. A selection of eligible General and Mobile entries (in part or whole) will be posted on the Website during the Entry Period. These entries will be accessible by the public. Entrants' personal details (where these have not formed part of the Pilot part of their entry) will not be made accessible to the public.
28. By entering the Competition, the Entrant consents to the Pilot being communicated on the promotional website and mobile wapsite and used for related press, PR or TV promotions, and warrants to have secured the consent of all third parties involved in the Pilot for such promotional use.
29. All valid entries received before the closing date will be subject to a public vote or comment based on the Entrant's entry. Pilots will be rated according to a star rating system, and this rating may be displayed publicly on the Website.
30. The Promoter reserves the right, in its absolute discretion, to disqualify any entry which it considers depicts or encourages inappropriate, offensive or dangerous behaviour of any kind, or where the Promoter reasonably believes that the Pilot infringes another persons intellectual property rights.

PILOT REQUIREMENTS – FOR GENERAL AND MOBILE ENTRIES

31. The Pilot must be a completely original work made specifically for the Competition, and may not be based on any previously published works including without limitation films, television content, internet videos, books, blogs, websites or other published material.
32. The Pilot must premiere as part of the Optus One80 Project.
33. All materials and intellectual property rights included in the entries must be completely owned by the Entrant at the date of entry.
34. Each submitted Pilot must be for a program that fits the definition of 'drama' as defined by the Australian Communications and Media Authority. For the purpose of the Competition, 'drama' means:

A program that:

- i) *has a fully scripted screen play in which the dramatic elements of the characters, theme and plot are introduced and developed to form a narrative structure; or*
- ii) *has a partially scripted screenplay in which the dramatic elements of character, theme and plot are introduced and developed to form a narrative structure and has actors delivering improvised dialogue that is based on a script outline or outlines developed by a writer or writers; or*

- iii) *has actors delivering improvised dialogue that is based on a script outline or outlines, developed by a writer or writers, in which the dramatic elements of the character, theme and plot are introduced and developed to form a narrative structure; and*
- iv) *includes a fully scripted sketch comedy program, animated drama or dramatised documentary;*

but does not include:

- v) *a program or a segment of a program, that involves the incidental use of actors;*
 - vi) *an Australian children's drama; or*
 - vii) *advertising or sponsorship matter (whether or not of a commercial kind).*
35. The Pilot must be made by the Entrant or submitted with the express written consent of the maker.
 36. Entrants must have the right to produce programming based on the Pilot concept and script.
 37. If an entrant does not have sole and complete ownership over both the Pilot concept and script, and the right to produce programming based on the Pilot concept and script, their entry may be deemed invalid and may be disqualified.
 38. An Entrant may not submit a Pilot as an entry which constitutes a breach of another person's privacy or an infringement of another person's or another company's intellectual property rights including copyright or trade mark.
 39. The Promoter may require evidence of any necessary licence of intellectual property to be provided on request and reserves the right to disqualify any Entrant who has not obtained the relevant permissions or licences.
 40. Any music incorporated, synchronised or otherwise used in the Pilot, other than the music made available by the Promoter, including without limitation theme music, background music (whether digetic or otherwise) and sound effects, must be cleared for use in all media. It is the responsibility of the Entrant to contract with the composer or owner of any musical work and sound recordings included in the Pilot, to enable the proper communication of the Pilot, by the Promoter, by way of all media. The Promoter may require evidence of any such contract to be provided on request and reserves the right to disqualify any Entrant who has not obtained the relevant permissions or licences.
 41. By entering the Competition the Entrant warrants that the submitted Pilot and the display of the Pilot on the Promoter's Competition website does not constitute a breach of another person's privacy or an infringement of another person's or another company's intellectual property including copyright or trade mark. Any material (including all audio, visual or text) sent by Entrants may be used in any media including without limitation online, via the Optus wapsite or on the Promoter's owned and operated television channels at the sole discretion of the Promoter.
 42. The Promoter accepts no responsibility for any lost or misdirected entries, or entries not received for any reason by the Promoter during the Entry Period, or any delays in the delivery of entries for any reason.

43. Any information, photographs, audio-visual or other material provided to the Promoter by an Entrant as part of an entry to the Competition will not be returned to Entrants. Entrants are advised to not send original material.
44. By submitting an entry the Entrants agrees that any tapes, files, disks, documents or other physical items included with your entry become the property of the Promoter and SingTel Optus Pty Limited ("Optus") as tenants in common.

LICENCE

45. By submitting an entry into the Competition and in consideration for the Promoter's review of the entry, each Entrant grants to the Promoter and Optus:
 - (a) an **exclusive** and worldwide licence to use the entry and the Pilot (including all audio, visual or text) by way of any media, expiring on announcement of the top ten finalists (meaning, for the avoidance of doubt, that entrants cannot use their entry or the Pilot (including any materials embodied within this) for any purpose other than entering the Optus One80 Project from the time the entry is submitted up to and including the announcement of the Finalists, subject to this Clause 45);
 - (b) where the Entrant is **not** announced as a Finalist, a **non-exclusive** and worldwide licence to use the entry (including all audio, visual or text) by way of any media beginning on the announcement of the Finalists and continuing for five years from the closing date for entries for any purpose;
 - (c) where the Entrant **is** announced as a Finalist, an **exclusive** licence beginning on the announcement of the Finalists and expiring on the announcement of the Major Prize Winners, becoming a **non-exclusive** and worldwide licence to use the entry (including all audio, visual or text) by way of any media beginning on the announcement of the Finalists and continuing for five years from the closing date for entries for any purpose (where that Finalist is not the Judge's Choice prize winner);
 - (d) where the Finalist is announced as the Judge's Choice prize winner, an **exclusive** and worldwide licence to use the entry and the Pilot (including all audio, visual or text) by way of any media up to the date of execution of the Production Agreement (as that term is defined in Clause 68); and
 - (e) for all Entrants, a **non-exclusive** and worldwide licence to use the entry (including all audio, visual or text) by way of any media in perpetuity solely for the purposes of promoting the Optus One80 Project.

For the avoidance of doubt, use of the entry may include, but is not limited to, publishing, performing in public, communicating in public and adapting the entry.

46. To the extent permitted by the law, the Entrant consents to the Promoter and Optus doing any act or omitting to do any act (including without limitation editing or adapting the entry) in respect of an entry that but for this consent would be an infringement of the Entrant's moral rights in the entry. The Entrant also agrees to execute any document necessary to give effect to that consent for all participants in the entry, whether crew or performer.

ENTRANT WARRANTIES

47. By submitting an entry each Entrant warrants that:
 - (a) it is the maker of the Pilot or has obtained express consent from the maker to submit the Pilot into the Competition;

- (b) it has sole ownership of the Pilot concept and script and that it has the right to produce programming based on the Pilot concept and script;
- (c) it has obtained from all persons appearing in the Pilot, express consent to the submission of the Pilot as part of an entry into the Competition;
- (d) it has obtained from all composers and copyright owners of any music included in the Pilot, express consent to the submission of the Pilot as part of an entry into the Competition;
- (e) where applicable, it has obtained from all third parties involved in the Pilot all of relevant moral rights consents associated with the submission of the Pilot as part of an entry into the Competition;
- (f) its entry does not breach any intellectual property rights of a third party;
- (g) if any subject(s) appearing in the Pilot is/are aged 18 years or younger, that it has obtained the express consent of that subject's parent or guardian for the subject's image to be displayed on the Competition website; and
- (h) it understands that a feature of the Competition includes a mobile wap site and that all Competition entries may be accessible via mobile phone.

FINALISTS

- 48. At the end of the Entry Period, the General entries will be submitted to a panel of judges selected by the Promoter.
- 49. The General entries will be assessed against these Terms and Conditions, and the ten (10) entries deemed the most creative will be declared the Finalists (the "Finalists").
- 50. The Finalists will be announced no later than 24 January 2012.
- 51. In order to be eligible for the prizes as set out Clause 63 each Finalist must:
 - (a) be available for discussions with the Promoter and Optus between 14 January 2012 and 24 January 2012;
 - (b) agree to their Pilot being made available to general public for voting on the Website during the Voting Period
 - (c) agree to their Pilot being shown at the OPTUS ONE80PROJECT event ("Event") to be held no later than 6 April 2012;
 - (d) agree to participate in promotional events surrounding the Event;
 - (e) enter into an agreement with the Promoter outlining the behaviour expected by each Finalist during the Voting Period;
 - (f) sign a release warranting that they own or control all necessary rights in the Pilot necessary to allow the Promoter to exercise the rights referred to in these Terms and Conditions;
 - (g) where required, provide evidence that they hold sole and complete ownership of the Pilot concept and script and/or evidence that the Finalist has the right to produce programming based on the Pilot concept and script.; and
 - (h) acknowledge that they have read and understood the terms applicable to the Judges Choice Winner, outlined in Clauses 67-77.
- 52. If an entrant is unwilling or unable to agree to the terms set out in the above Clause 51, they may be deemed ineligible to be a Finalist in the Competition and another Finalist may be selected in their place. Such a decision will be at the Promoter's sole discretion.

53. Mobile entries will not be eligible for selection as a Finalist and will be judged independently from all other General entries.

MAJOR PRIZE WINNERS

54. There will be two (2) major prize winners (“Major Prize Winners”) for the competition:
- (a) Judges’ Choice Award Winner
 - (b) Peoples Choice Award Winner
55. There will be two (2) award winners (“Award Winners”) for the competition:
- (a) Student Incentive Award Winner
 - (b) Mobile Award Winner
56. For the avoidance of doubt, each Finalist will be eligible to be declared Major Prize Winner for multiple categories, that is, they may win more than one of the two major prizes, up to two major prizes, and where the relevant eligibility criteria is met, may also qualify for the Student Incentive Award
57. Mobile entries will not be eligible for selection as a Major Prize Winner and the winner of the Mobile Award will be judged independently from all other General entries.
58. No later than 6 April 2012, the Major Prize Winners will be selected as follows:
- (a) **Judges’ Choice Award Winner**
The Pilots and treatments submitted as part of Finalists’ entries will be judged by a panel of judges selected by the Promoter, and based on the quality and creativity of the Pilot and treatment elements of the entry (equal weighting to each criteria – higher is better), one (1) winner will be awarded the Judges’ Choice Award (“Judges’ Choice Winner”);
 - (b) **People’s Choice Winner**
The number of votes received by the Finalists’ Pilots during the Voting Period will be tallied, and the Finalist who submitted the General entry Pilot that received the highest number of votes from the general public will be awarded the People’s Choice Award (“the People’s Choice Winner”).
- In determining the People’s Choice Winner, if there is more than one General entry Pilot with the same highest number of votes received from the general public, those tied entries will be judged by the panel of judges and the People’s Choice Winner will be the Entrant who submitted the tied Pilot that is judged to have the highest quality and creativity (equal weighting to each criteria – higher is better).
59. The Award winners will be selected as follows:
- (a) **Student Incentive Award Winner**
The panel of judges appointed by the Promoter will also select the Pilot judged to have the highest quality and creativity entered by an Entrant who, as at the commencement of the Competition, is enrolled as a full time student in an Australian high school or Australian tertiary institution (“Student”) to win the prize created for student filmmakers (“Student Incentive Award”).
 - (b) **Mobile Winner**

A final award will be awarded to a Mobile entry based on the quality and creativity of their entry, provided their entry meets the Mobile entry criteria set out in Clauses 17-23.

PRIZES

- 60. The Promoter reserves the right, in its sole discretion, to award prizes that are additional to the prizes outlined in Clause 63 (the “Prize Table”). Any information regarding additional prizes will be made available on the Website.
- 61. The Major Prize Winners and Award Winners will be eligible for the prizes as set out in each of the respective Prize sections in the Prize Table.
- 62. The Competition’s Major Prize Winners and Award Winners will be announced no later than 6 April 2012.
- 63. The Prizes for the competition are as follows:

Category	Prize
<i>Judge’s Choice Winner</i>	\$10,000 AUD cash plus \$180,000 AUD (including GST) for the production of a program based on the Pilot, subject to these terms and conditions
<i>People’s Choice Winner</i>	\$10,000 AUD cash
<i>Student Film Maker Award</i>	\$5,000 AUD cash
<i>Mobile Award</i>	\$5,000 AUD cash

- 64. Total Prize Pool (“Prize Pool”) value as at 13 October 2011 is \$210,000 AUD.
- 65. The Promoter at its sole discretion may require the winner of the Student Incentive Award to provide proof of current full-time enrolment in a high school or tertiary institution as at the commencement of the Competition. If the Student does not provide evidence of enrolment to the Promoter within five business days of the Promoter requesting this evidence, the Promoter may in its sole discretion, revoke the award from the original winner of the Student Incentive Award and grant the Student Incentive Award to another Student who satisfies the eligibility criteria for this particular award.
- 66. The Promoter at its sole discretion may require the winner of the Mobile Award to provide proof that the Pilot was created by mobile phone only, including metadata for the entry and video footage of the Entrant using the device listed in their Entry Form. If the winner does not provide evidence of this nature to the Promoter within five business days of the Promoter requesting this evidence, the Promoter may in its sole discretion, revoke the award from the original winner of the Mobile Award and grant the Mobile Award to another Mobile Entrant who satisfies the eligibility criteria for this particular award.

JUDGE’S CHOICE WINNER – ONE 80 PILOT PRODUCTION

67. The Judges' Choice Winner will be required to produce a 60 commercial minute television program based on the Pilot ("Program"). For the avoidance of doubt, they will be required to use the \$180,000 funding (provided as part of their prize) as the production budget for Program.
68. The Judges' Choice Winner must enter into a production agreement for the production of the Program ("Production Agreement") with the Promoter no later than two (2) months after the announcement of the Judges' Choice Winner, which will include, amongst other terms, the assignment of rights outlined in Clause 69. If the parties are unable to agree on the terms of the Production Agreement within this time frame, the Promoter at its sole discretion may revoke the prizes awarded to the first Judges' Choice Winner and re-award those prizes and the title of the Judges' Choice Winner to another Finalist.
69. It is a condition of being selected as the Judge's Choice Winner that all right and title in the winning Finalist's Pilot and the Program (including without limitation all underlying and ancillary rights, including merchandising and remake, spin off and sequel rights) must be assigned by the winning Finalist and their Creative Team to the Promoter, to hold in perpetuity. If a Finalist is unwilling or unable to assign such rights, they will be ineligible to receive the Judge's Choice Prize and the title of the Judges' Choice Winner will be awarded to another Finalist.
70. If the Creative Team nominated in the Judges' Choice Winner's Entry Form ceases to be able to work together for whatever reason, the Promoter at its sole discretion may revoke the prizes awarded to the first Judges' Choice Winner and re-award those prizes and the title of the Judges' Choice Winner to another Finalist
71. The Judges' Choice Winner must commence production of the final production as soon as possible after execution of the Production Agreement, and in any event no later than two (2) months after the date of execution of the Production Agreement.
72. The Promoter must be satisfied that the Judge's Choice Winner will complete final production in accordance with the prize set out in the Prize Table within 6 months of execution of the Production Agreement.
73. If either of the criteria outlined in Clause 71 and 72 is not satisfied by the Judges' Choice Winner or the Promoter reasonably believes that the Judges' Choice Winner will be unable to satisfy these criteria, the Promoter at its sole discretion may revoke the prizes awarded to the first Judges' Choice Winner and re-award those prizes and the title of the Judges' Choice Winner to another Finalist.
74. The Promoter may, at its sole discretion, require the Judges' Choice Winner to appoint a script editor (as that term is used in the film and television industry), to be paid for out of the production budget by the Judges' Choice Winner, to assist in the editing of the final production script.
75. The Promoter may, at its sole discretion, require the Judges' Choice Winner to appoint a production company (as that term is used in the film and television industry), to be paid for out of the production budget by the Judges' Choice Winner, to produce the Program.
76. The Promoter may, at its sole discretion, require the Judges' Choice Winner to incorporate their production team as a proprietary limited company (at their own expense) for the purposes of producing the Program and entering into the Production Agreement.

77. For the avoidance of doubt, the Judges' Choice Winner will be required to seek their own independent legal and financial advice with regards to the Production Agreement and the production of the Program.

GENERAL CONDITIONS

78. The Promoters decisions and the judges' decisions are final and no correspondence will be entered into.
79. The Promoter will not be responsible for any change in the value of a prize. The Promoter and its associated agencies and companies accept no responsibility for prizes damaged or lost in transit.
80. Finalists will be notified via phone call and by mail within 5 business days of their selection. Finalists will not be announced publicly until all Finalists have been contacted and have agreed to the terms outlined in Clause 51.
81. Major Prize Winners will be notified via phone call and by mail within 5 business days of the announcement of winners, and in any event no later than 6 April 2012.
82. All prizes are non-transferable and cannot be exchanged for cash.
83. To the fullest extent permitted by law, the Promoter and its related bodies corporate shall not be liable for any loss, damage or injury suffered or sustained (including but not limited to direct or consequential loss or loss arising from negligence arising directly or indirectly out of or in connection with the Competition or any prize offered under it.
84. If a prize (or part of a prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if a prize (or part of a prize) is unavailable for any reason.
85. Where applicable, winners should look to the prize manufacturer should they seek to enforce any manufacturer's warranties relating to the prize. However, nothing in these Terms and Conditions attempts to exclude or limit the application of any statutory warranty under the Competition and Consumer Act 2010 where to do so would contravene that statute or cause any part of these Terms and Conditions to be void.
86. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Competition at its discretion.
87. The Promoter and its related bodies assumes no responsibility for, and the Entrant releases the Promoter from responsibility for, any failure to receive an entry or for inaccurate information or for any loss, claim, damage or injury to person or property (including computer systems and servers) as a result of the Entrant's participation in the Competition or the conduct of the Competition generally or as a direct or indirect result of an Entrant's error, any technical problem of any kind including communications or network failure, unauthorized access to, transferring or theft of data, whether caused by the Entrant or associated with the equipment or programming used in the conduct of the Competition. If, because of any such problem, this promotion is not able to be conducted as planned and/or the promotion's administration, security, fairness or integrity are compromised or affected, the Promoter may cancel, terminate,

modify or suspend the promotion and/or disqualify any Entrant involved in interfering or tampering with the conduct of the Competition in any way.

88. Any costs associated with entering the Competition and accessing the Website are the responsibility of the Entrant. Any contact details entered incorrectly in an entry or on the Website shall be deemed invalid. All entries are deemed to be received at the time of receipt by the Promoter NOT the time of sending by the Entrant.
89. By entering the Competition, unless otherwise advised by the Entrant, each Entrant consents to the information they submit with their entry being entered into a database. All personal details of the Entrants provided by entering the Competition will be stored at the office of the Promoter. A request to access, update or correct any information should be directed to that office. See www.mtv.com.au to view the Promoter's privacy policy in full. The Promoter and Optus will only use your personal details for marketing purposes in the future if you "opt in" to receiving marketing updates when prompted. Entrants' personal details will be added to the One80 Project database only, and will not be transferred into any other MTV or Optus databases.
90. These Terms and Conditions are to be construed according to the laws of New South Wales, Australia and are subject to the non-exclusive jurisdiction of the courts of that State.