

# **YOUNG FILMMAKER 2021**

## **TERMS AND CONDITIONS**

### **1. THE SHORT FILM COMPETITION**

- 1.1 This Short Film Competition of Young FilmMaker 2021 (“Competition”) is hosted by Yayasan Telekom Malaysia (“Yayasan TM”) in collaboration with Strada Films Sdn Bhd (together hereinafter be referred as the “Organizer”).
- 1.2 The Competition starts on 30<sup>th</sup> September 2021 and shall end on 31<sup>st</sup> March 2022 at 11:59PM ("Competition Period").

### **2. GENERAL TERMS AND CONDITIONS**

- 2.1 Detailed information on how to participate and win prizes in this Competition, the Young Filmmaker Website Use & Access Agreement and Telekom Malaysia Berhad (“TM”)’s Privacy Policy, shall constitute part of this Competition Terms and Conditions ("T&C").
- 2.2 Participation in this Competition is deemed acceptance of these T&C. The Organizer may revise the T&C and other rules set forth by Yayasan TM without prior notice at any time.
- 2.3 Notwithstanding the above, the Organizer may during the Competition Period, at its sole and absolute discretion extends the Competition Period without prior notice.
- 2.4 The Organizer reserves the right to cancel, revise, terminate or suspend the Competition without notice. Any cancellation, revision, termination or suspension of the Competition will not entitle any Participant (as herein defined under Para 3) to claim any compensation against the Organizer for any loss or damage suffered as a result of the cancellation, revision, termination or suspension of the Competition.
- 2.5 The Organizer is not responsible or liable for (i) lost, stolen, late, incomplete, invalid, mutilated, illegible or misdirected entries, which will be disqualified; or (ii) for technical failures of any kind, including, but not limited to, electronic malfunctioning of any network, hardware or software; or (iii) for any error, human, technical or otherwise.
- 2.6 The Organizer does not represent or endorse the accuracy or reliability of any data, information or other materials provided by the Participant and explicitly disclaims any responsibility for the content of any data, information and materials provided by the Participant in the context of the Competition.
- 2.7 The Organizer reserves the right, in its sole discretion, to disqualify any

Participant who is tampering with the operation or entry process of the Competition, or acting in violation of these T&C or applicable law.

- 2.8 The Organizer shall not be liable for or pay any customs fees, duties, taxes or tariffs incurred by the Participant's submission.
- 2.9 The Organizer will not be responsible or liable for any problem, error (including error in notification of the winner), loss or damage of whatsoever nature suffered by the winner due to any delay and/or failure in receiving and sending the entry form as a result of error, omission and/or interruption in any network, communication or system resulting from the participation in the Competition.
- 2.10 The results once announced are final and binding. The decisions of the Organizer and the judges in relation to every aspect of the Competition, including but not limited to the nature of prizes and the selection of the winners, shall be deemed final and conclusive under any and all circumstances. No appeal, challenge, query or complaint from any of the Participant will be entertained.
- 2.11 The Organizer reserves the right to ascertain if the Participant(s) is a legitimate entrant. If the Competition registration is found to have been tampered with, the Organizer reserves the right to disqualify the Participant and his/her entry for the Competition.
- 2.12 These T&C shall prevail over any representations contained in any promotional materials (including without limitation to printed posters or leaflets) or advertisements on the Competition.
- 2.13 Any matter with regards to the Competition which is not covered in these T&C will be determined solely by the Organizer at its discretion.
- 2.14 The Organizer, its related corporations, directors, officers, employees or agents will not be liable for any loss (including direct, indirect, special and consequential losses), damage or any injury that may be sustained by the Participant or by any person in connection with the Competition. All Participants assume liability for any loss, injury, damage or claim that may arise from participating in the Competition or using of any prize.
- 2.15 The Organizer shall not be responsible or liable for any claims costs or expenses incurred in or arising from the production or delivery of the Film entries.
- 2.16 The Organizer reserves the right to remove and take down the Film without notice if any of its content is in violation of any of the T&C.
- 2.17 By participating in this Competition, the Participant hereby grants the Organizer perpetual and non-exclusive rights to broadcast the names, pictures or display any matter related to any of the Competition Winner for

advertising purposes and publicity related to the Competition without any further notice to the Winner. The Competition Winner is not entitled to claim any payment in any form, fee or compensation for the use of their images or details in relation to the above.

- 2.18 The Organizer respects the Participant rights and will not claim ownership or copyright for works that has submitted to this Competition. The Participant will retain full ownership and copyright to each Film entry
- 2.19 In addition, the Participant's moral rights are respected. Whenever the Film is published by the Organizer and its partners, you will be credited. Failure to publish a credit due to error or oversight shall not be deemed a breach of this T&C.
- 2.20 These T&C shall be governed by and construed in accordance with the laws of Malaysia and the Participants agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

### **3. ELIGIBILITY**

- 3.17 The Competition is open to all citizens and permanent residents of Malaysia who MUST be of the age of eighteen (18) years to thirty five (35) years old with a valid MyKad ("Participant") at the commencement of the Competition Period.
- 3.18 Employees of the Organizer, their immediate family members, the appointed advertising agencies, their employees and immediate family members are not eligible to participate in the Competition.

### **4. HOW TO ENTER**

- 4.17 All film entries are to be received through the website submission portal [www.youngfilmmaker.com.my](http://www.youngfilmmaker.com.my) on or before 11:59PM, 31<sup>st</sup> March 2022. Film which is not submitted during the Competition Period shall be disqualified.
- 4.18 To enter the Competition, Participant must first signing up for an individual account in the website [www.youngfilmmaker.com.my](http://www.youngfilmmaker.com.my).
- 4.19 There are two (2) categories of the Competition:
  - i. Student
  - ii. Open/Public

4.20 The following details are required for the Competition's submission:

- i. Participant Name, E-mail, Identification Card Number and Contact Number,
- ii. If the Film is produced by a group of filmmakers, Participant will only need to provide the team leader details into the submission form,
- iii. For Student's category, the Participant is compulsory to upload the proof of his/her Student ID(s),
- iv. If the Film has involved with talents who are below the age of 18, the consent form must be completed and acknowledged by the talent's parent/guardian. The parent/guardian consent form must be submitted to [admin@youngfilmmaker.com.my](mailto:admin@youngfilmmaker.com.my) during the Competition Period.

4.21 All film entries should be submitted onto the Participant's YouTube Channel in the highest quality with a video quality of 1080p and overall audio level of the audio mix (all of the audio combined) normalized between -10db to -20db.

4.22 The Film must be uploaded into the Participant's YouTube channel and label it as "Unlisted". The Participant will have to provide the Film's YouTube URL link in the entry form at [www.youngfilmmaker.com.my](http://www.youngfilmmaker.com.my).

4.23 Participant must ensure that all subtitles are hardcoded to the Film's file as opposed to, including discreet subtitles that need to be turned on in order to display it on the screen, such as utilizing the "CC" option on the YouTube upload's features.

4.24 If the Film has been shortlisted as finalist, the Participant need to submit the original RAW file in MP4 to the Organizer. The format required for the RAW file is high-definition MP4 format. The aspect ratio should be 16:9 and a minimum resolution of Standard HD (1280 X 720 px).

4.25 The Participant is required to share and promote the Film using dedicated link generated by the system to gain votes and views. The votes are rated as People Choice criteria by the Judges.

4.26 Important Dates

Registration	30 September 2021 – 31 March 2022
Competition Period	30 September 2021 – 31 March 2022
Submission Closed	11.59 PM 31 <sup>st</sup> March 2022
Public's Voting Closed	11.59 PM; 31 <sup>st</sup> April 2022
Judging Period	1 <sup>st</sup> May – 28 <sup>th</sup> June 2022
Winner Announcement	15 <sup>th</sup> July 2022

## 5. ENTRY REQUIREMENT

- 5.17 The Competition is free to enter. All entries must follow the Competition theme “Return Stronger”.
- 5.18 The Participant may submit a film up to thirty (30) minutes in length, including title and credits.
- 5.19 The Film entries are allowed to be in any language however, English or Malay subtitles must be provided for all languages.
- 5.20 The Film entry must be a final, edited product; sound-mixed, color-graded and optimized for online streaming. Rough cuts are not accepted. Film shots with smartphones are accepted.
- 5.21 The Film brief should be kept at approximately 350 words. Please utilize this brief section to elaborate on the Film as well as providing the judges with a better understanding of the messages or subjects in the perspective of the Competition.
- 5.22 The Participant can only submit original works for which he/she is the sole creator and copyright holder. The term “original works” refer to new films produced for the Competition as well as Film produced between 2018-2022, provided that the Participant has full rights to the film. The Films must be free of any and all liens, encumbrances and claims of third parties.
- 5.23 The Participant acknowledges, agrees and warrants that nothing in the film infringes on any intellectual property rights including but not limited to copyrights or trademarks, or violates any person's rights of privacy or publicity and that all necessary releases, licenses and permissions have been secured by the Participant.
- 5.24 The Film must not defame any person or entity, be disparaging to any religion, race, or nation, contain language that is lewd, obscene or inappropriate, graphic nudity or explicit acts of violence. The Film must not contain any material that could constitute or encourage conduct which would be considered a criminal offence, give rise to civil liability, or otherwise violate any law.
- 5.25 The Film shall not include confidential information, trade secrets, trademarks or copyrighted material belonging to any person or entity except where the Participant has acquired a suitable license, clearance or permission agreement.
- 5.26 The Participant is responsible for securing necessary permissions, talent and location releases and licenses for visual and audio material contained in the submissions. The Participant shall only use original music created for the entry Film or music that is in the public domain. Any music, effects, sound, images or graphics used in the Film should be copyright free.

## **6. SELECTION OF WINNER(S)**

6.1 Each Film that is in compliance with these T&C will be reviewed by a panel of judges to be determined by the Organizer.

6.2 The Film will be evaluated based upon the following factors:

- i. Story Telling (40 points)
- ii. Originality & Creativity (30 points)
- iii. Cinematography & Technicality (20 points)
- iv. People Choice (10 points)

6.3 The selection process is divided into two phases:

Phase 1: Preliminary selection

The first selection round will be done by the Organizer based on the compliance to T&C of the Competition.

Phase 2: Judging Phase.

The shortlisted finalist will be assessed by the Young FilmMaker 2021 Judges to determine the winners of the Competition.

## **7. PRIZE**

7.1 Cash prizes given are based on two (2) categories and additional awards as follows:

Category: Student (1 winner for each prize)

- 1st Prize : RM 5,000
- 2<sup>nd</sup> Prize : RM 3,000
- 3<sup>rd</sup> Prize : RM 2,000

All winners will entitle 101 Filmmaking Masterclass, trophy and certificate of participation.

Category: Open/Public (1 winner for each prize)

- 1st Prize : RM 5,000
- 2<sup>nd</sup> Prize : RM 3,000
- 3<sup>rd</sup> Prize : RM 2,000

All winners will entitle 101 Filmmaking Masterclass, trophy and certificate of participation.

#### The Best Film Award

- 1 winner (overall best film) : RM 2,000

The winner will entitle 101 Filmmaking Masterclass, trophy and certificate of participation.

#### The Best Director Award:

- 1 winner (overall best director) : RM 2,000

The winner will entitle 101 Filmmaking Masterclass, trophy and certificate of participation.

#### The Best People Choice:

- 1 winner (the highest votes) : RM 1,000

The winner will entitle 101 Filmmaking Masterclass, trophy and certificate of participation.

- 7.2 In case of the Film is produced by a group of filmmakers, the Organizer will consider it as a single entry in the competition to win a prize for Young FilmMaker 2021. Any dispute or problem in relation to the prizes must be settled between the Winner and the group. The Organizer will not be responsible for resolving such disputes liable for any claims, demands, losses and liability of any kind or nature arising out of or in connection with the prizes' acceptance and distribution among the group of individual participation.
- 7.3 The Organizer has the right to change any prize without prior notice. The entitlement of masterclass cannot be transferred or exchanged for cash.
- 7.4 The Competition Winner will be announced via Yayasan TM Facebook page or notified by email, or telephone call or any other method of communication that the Organizer deems necessary.
- 7.5 The Organizer shall, in no circumstances be responsible and/or liable if any of the Participant cannot be contacted with/without any repeated attempts. The Organizer further reserves the full right to disqualify any Participant if any reasonable attempt to contact them via email, or telephone call or any other method of communication has failed for any reason whatsoever.

## **8. USE OF WORKS**

- 8.1 By participating in this Competition, the Participant agree that the Film may be used at no charge by the Organizer and their partners for non-commercial marketing and promotional purposes. These usages may include, but are not limited to, the following:

- 8.1.1 Displaying the Film on the Organizer and/or its partners' website and social media networks.
  - 8.1.2 Displaying the Film in any media for non-commercial use to promote the Young FilmMaker 2021, the Organizer and/or its partners.
  - 8.1.3 Cropping and re-sizing the Film as necessary to fit pre-defined formats to promote Young FilmMaker 2021, the Organizer, and/or its partners.
  - 8.1.4 Sub-licensing the Film to the press and partners for reproduction in connection with the Competition and any related media release on the Organizer, and its partners
- 8.2 By entering the Competition, Participant hereby grant the Organizer, and its partners a non-exclusive, irrevocable and free throughout the world for the non-commercial uses described in 7.1 above, for each entry Film. Note that the Organizer holds non-exclusive rights to the Film entries and that the Participant is permitted to have the Film entered into other competitions/festivals while it is an entrant in the Young FilmMaker 2021
- 8.3 The Organizer has the right to include the Film entries or parts of the Film in its promotional activities. This may include, but is not limited to, the creation of show reels and advertisements promoting the Young FilmMaker 2021, physical screenings, viral campaigns, presentations and product pitches.

## **9. INDEMNIFICATION**

The Participant hereby acknowledge indemnification obligations under the Terms of Use of Work (para 8.1) including any third party claims arising from or caused by the Participant Film/content, the submission of the Film, the Organizer's use of the Film/content consistent with the rights granted to by this T&C and/or any use that may make of the service.

## **10. DISCLAIMERS AND LIMITATION OF LIABILITY**

- 10.1 The Participant use of the Competition online platform is at his/her/they own risk. The Participant is solely responsible for the Film, the representations and obligations under this T&C and for any damages to the Participant computer system or loss of data resulting from the Participant use of the service
- 10.2 Disclaims all liability for any use not specifically authorised or that is in violation of this T&C or the laws or regulations that may apply to the Participant in any jurisdiction or country. Expressly disclaims all liability



for any and all damages, whether direct, consequential, special, indirect, exemplary or punitive damages, howsoever arising or caused, whether foreseeable or not, regardless of the form of action or the basis or characterization of the claim and even if advised of the possibility of damages.

## **11. DATA PROTECTION AND PRIVACY NOTICE**

- 11.1 Participants' personal data including their names and contact details ("Personal Data") which they have provided to Organizer in their application to participate in the Competition will be recorded, stored or otherwise processed by Organizer for purposes relating to the administration of the Competition and for related advertising, publicity, marketing and Organizer's other legitimate business purposes. Please be informed that participants' Personal Data may be disclosed to Organizer's affiliates, service providers and relevant business partners such as public relations agencies, market research firms, advertising agencies, courier agencies (if any) for the business purposes and as permitted by applicable data privacy laws.

## **12. CONFIDENTIALITY**

- 12.1 Any personal data provided by the Participant to the Organizer in connection with the Competition shall be kept confidential except to any activities mentioned thereto. The Privacy Notice of TM applies (for further information on the Privacy Notice of TM's group of companies as follows: <https://www.tm.com.my/Documents/TM%20Privacy%20Notice%202014.pdf>)
- 12.2 The Organizer shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the personal data. All information provided will be kept strictly private and confidential and will be used for the purpose of this Competition only

## **13. ACCEPTANCE**

By submitting entries, the Participant confirms that the T&C for this Competition, as set out above, have been read, understood, and agreed to by the Participant.

The Participant acknowledges and understands that all materials posted on The Organizer, and partners' Facebook page are subject to public downloading by third party viewers, and the Organizer will not be held liable or responsible for any damages caused.

**NOTE:** *Due to the COVID-19 outbreak, Participants are encouraged to use their creativity to work with the limitations of staying indoors and practicing social distancing. We do not encourage Participants to develop their videos in high-risk situations and conditions, e.g., crowded place.*

END