## astro

## Ulagam Short Film Contest: Thematic 'Malaysia Stories'

## A. <u>Basic Terms</u>

1.	Organiser	MEASAT BROADCAST NETWORK SYSTEMS SDN BHD [Company No. 199201008561 (240064-A)]
2.	Name of Contest	Ulagam Short Film Contest: Thematic 'Malaysia Stories'
3.	Brief Description of Contest/Programme	Astro Ulagam in collaboration with Astro Vaanavil is organising a short film contest open to all aspiring directors in conjunction with Merdeka 2023.
		Individuals who adhere to the eligibility criteria as set out in the Terms and Conditions are eligible to participate in this Contest.
4.	Brief Mechanism of Contest	a) Contestants must produce a short film and create a poster for the short film in accordance with the requirements as set out in Clause 11 ("Video Clip and Poster Requirements") and send the short film and the poster together with the required materials as set out in Clause 11 below (collectively "Entry") to the Organiser by the stipulated Entry Deadline as set out in Clause 12 below.
		<ul> <li>b) The Entry received will be reviewed and evaluated by a panel of judges based on set criteria in accordance with Clause 15 below.</li> </ul>
		c) Top Ten (10) Entries will be awarded the prize as set out in Clause 16.
		d) Top Ten (10) short films may be aired on Astro channels and/or published on Astro Ulagam website (at the Organiser's sole and absolute discretion).
		e) The Contestant must be on an individual basis and not represent any company, corporation or entity.
		f) Only one (1) individual shall be designated as the Contestant who must be the director of the short film and each other cast and crew involved in the Entry production is considered as a Contributor.
		g) The Contestants must adhere to the mechanism of the Contest as may be notified or communicated by the Organiser during the Contest Period.
5.	Eligibility Criteria	Subject to other criteria set out below and in the Contest Standard Terms and Conditions, the Contest is open to all Malaysians (citizens/permanent residents) of the Age of Eligibility below who:
		<ul> <li>i. have not been convicted of any criminal offence as at the date hereof or under any investigations or charge for any criminal offence (but exclude road traffic offences); and</li> <li>ii. have not been declared a bankrupt in the preceding six (6) years nor under any bankruptcy proceedings as at the date hereof.</li> </ul>
6.	Ineligibility	Employees, freelancers and scholars of the Organiser and its respective subsidiaries and associated companies, and their *immediate family members.

		* "immediate family members" means spouse, children, parents, brothers, and sisters.
7.	Age of Eligibility	18 years old and above as of 1 <sup>st</sup> June 2023.
8.	Charges	The Organiser will not be charging the Contestants for the Contest entries submitted by such Contestants.  All costs incurred by the Contestant for the Contest including without limitation, the production of the short films, posters and other materials, clearance of relevant rights including music rights and preparation and submission of entries shall be at the Contestants' own expense.
9.	Contest Period	1 <sup>st</sup> June 2023 – 30 <sup>th</sup> June 2023, 6PM.
		The Organiser reserves the right to vary, postpone or re-schedule the Contest Period or any dates thereof at its sole discretion.
10	Language of Contest	The Contest is organised by the Organiser in the English language. The relevant language of the Entry shall be as set out in Clause 11 below. Entries submitted in any other languages will be rejected by the Organiser.
11	Entry Procedure	During the Contest Period, eligible Contestants are required to:  i. Produce a short film and create a poster for the short film that are in accordance with the Video Clip and Poster Requirements as well as the Terms and Conditions;  ii. Upload the short film and the poster to the Contestant's personal Google Drive;  iii. Log on to the Contest webpage at www.astroulagam.com.my/shortfilmcontest;  iv. Complete all particulars as requested in the Contest Entry Form together with the Google Drive link to access the short film and the poster uploaded to the Contestant's personal Google Drive;  v. Read the Terms and Conditions and Privacy Notice and check on the acknowledgement box to indicate acceptance thereof; and vi. Click the "Submit" button to complete the participation.  Video Clip and Poster Requirements:  a) All genres with thematic 'Malaysia Stories' are acceptable including narrative, documentary, animation, experimental, etc. EXCEPT corporate, Public Service Announcements ("PSA") and promotional films.  b) The duration of the short film should not exceed twenty (20) minutes in length (including credits).  c) The Entry MUST be produced/created during the Contest Period. d) The broadcast quality of the short film must be in HD and the short film must comply with the technical specifications as set out below:  • 1920 x 1080 pixels in an aspect ratio of 16:9  • 25 frames per second (50 fields) interlaced – known as 1080i/25, top filed first  • File format: MXF  • Codec: XDCAM HD422 Colour sub-sampled at ration 4:2:2  • Audio in Stereo 24-bit, 48.000 kHz  e) The dialogue and/or narration of the short film must be in Tamil language. f) The posters for the short film must be in JPEG/PNG format in portrait and landscape orientation. g) No sensitive or illegal content that is prohibited in Malaysia, i.e. religion bashing, racism, sexual content, etc.

		<ul> <li>h) Cleared of broadcast rights (music, etc.). Unless relevant music rights are cleared, the Entry shall not contain any third party musical work or song which has been synchronized in any way (as an illustration, synchronization of a musical work means, without limitation, any form of edition, alteration or adaptation of lyrics to a musical work owned by a third party).</li> <li>i) The Entry shall not contain any third-party work/material unless the necessary rights/licenses/consents have been obtained and all supporting documents are submitted along with the Entry.</li> <li>j) The Entry must not previously be broadcast and/or published on television or otherwise be used, exploited, distributed or dealt with via any other means, manner and mediums.</li> <li>The Organiser shall be entitled to request to sight the original Identity Card or the originals of other supporting documents/materials for verification purposes.</li> </ul>
12.	Entry Deadline	Entries for the Contest must be received by the Organiser on or before 6:00 PM, 30 <sup>th</sup> June 2023.  Entries received before the commencement of the Contest Period and after the stipulated Entry Deadline will be disqualified and ineligible for consideration for prizes.
13.	Mode	Website
14.	Address	www.astroulagam.com.my/shortfilmcontest
15.		Ten (10) eligible Contestants with the highest scores in turn and having conformed to the Video Clip and Poster Requirements and the Terms and Conditions will be chosen as the winners as set out in Clause 16 below. The scoring of the Entries will be based on the below criteria as determined by the Organiser at its sole discretion:    Judging Criteria
16.	Prize	RM10,000.00 cash only; and     **a chance to be engaged by the Organiser to produce a Telemovie in year 2023/2024.      Prize x 1     RM8,000.00 cash only      RM6,000.00 cash only      Consolation Prize x 7     RM3,000.00 cash only

		** The Organiser may (but shall not be obliged to) engage the 1st Prize Winner to produce the Telemovie upon such terms and conditions to be mutually agreed by the parties. If so engaged by the Organiser, the 1st Prize Winner shall produce the Telemovie that is in all respects ready for broadcast by the Organiser. The 1st Prize Winner agrees that the Organiser shall have the right (but agrees that the Organiser shall be under no obligation) to broadcast the Telemovie. The Organiser shall not bear any liabilities whatsoever due to no engagement and/or no broadcast of the Telemovie.
17.	Notification of Winners	The Winners' names will be announced and published by the Organiser on the Organiser's website at <a href="https://www.astroulagam.com.my">www.astroulagam.com.my</a> on or before 31st August 2023.
18.	Collection Period	Cash Prize Within two (2) months from the Notification of Winners by the Organiser provided that the Winner(s) provide all required and accurate particulars.  Telemovie To be arranged between the 1st Prize Winner and the Organiser.
		Prizes not collected within the stipulated Collection Period will be forfeited.
19.	Collection Venue	Cash Prize Cash Prize will be credited to Winner's bank account as provided by such Winner(s) subject to the respective banks' prevailing terms and conditions governing the use of the bank accounts.  Telemovie To be arranged between the 1st Prize Winner and the Organiser.
20.	Additional Terms, if any	A Contestant may submit multiple entries in this Contest. However, each Contestant is only entitled to win one (1) Prize. Any subsequent Prize even if so announced shall be automatically void.
		2. Contestants will not be eligible to win the Prize in this Contest if he/she has been awarded any form of the following prize(s):
		<ul> <li>any prize(s) up to a value (either individually or collectively) of RM1,000 and below in any other contest in conjunction with the channel(s) Astro Vaanavil and Astro Vinmeen and/or the Astro Ulagam website, organised by the Organiser in the past thirty (30) days prior to entering the Contest.</li> </ul>
		b) any prize(s) up to a value (either individually or collectively) of above RM1,000 to RM5,000 in any other contest in conjunction with the channel(s) Astro Vaanavil and Astro Vinmeen and/or the Astro Ulagam website, organised by the Organiser in the past ninety (90) days prior to entering the Contest.
		c) any prize(s) up to a value (either individually or collectively) of above RM5,000 in any other contest in conjunction with the channel(s) Astro Vaanavil and Astro Vinmeen and/or the Astro Ulagam website, organised by the Organiser in the past three hundred and sixty-five (365) days prior to entering the Contest.
		<ol> <li>Contestants and Contributors are required to complete and/or sign all forms and/or documents pertaining to the Contest (including consent letter, release letter, etc.) as requested by the Organiser.</li> </ol>
		4. The Contestant warrants, undertakes and agrees that: -

- The Entry submitted shall be an original work and shall not infringe (i) upon any right of any third party and/or violate any copyrights, patents, trade names, property or personal right or right of privacy or the moral rights of any third party. In the event any part of the Entry (including the music or lyrics, if any) is not an original work of the Contestant, the consent of the copyright owner must have been obtained by the Contestant prior to submission of the Entry. If such music clearances are not prior obtained, the Organiser would recommend for the Entry to be free from music compositions. For the avoidance of doubt, it is the sole obligation of the Contestant to get consent and clearance from the copyright owner for any music, song or lyric included in the Entry that is not an original work of the Contestant. The Organiser does not approve, encourage or authorize any unauthorized use of copyrighted music of the rights holder. If so requested by the Organiser, the Contestant shall provide Organiser with such rights clearance documentation.
- (ii) The Entry shall not contain elements of nudity, pornographic images or sexual themes, graphic violence, defamatory or libelous statements or material considered illegal or may contravene the laws of Malaysia or materials likely to tarnish the image of the Organiser or bring the Organiser's reputation into disrepute.
- (iii) The Contestant hereby waives and has obtained waivers of all rights (including moral rights) from all persons who have contributed to the production of the Entry and the underlying works (collectively "Contributors") to which the Contributor and/or the Contestant is, now or may in the future, be entitled in any part of the world.
- (iv) The Organiser shall not be responsible for any infringement of any third-party rights and/or any violation of any law caused by the Contestant in failing to acquire and/or pay for the necessary rights/licenses to incorporate such third-party material into the Entry nor for any liability arising from the Contestant's publication of, distribution of or any other dealings of the Entry before, during or after the Contest.
- (v) In consideration of the Organiser offering to the Contestant the opportunity to participate in the Contest, the Organiser shall have the rights throughout the world for the full period of copyright including all renewals and the Contestant hereby grants the Organiser the perpetual worldwide licence to use and exploit the Entry or any part thereof in any and all media by any and all manner or means together with the right to authorize others so to do. For the avoidance of doubt, the Organiser is under no obligation to use, exploit or broadcast the Entry or any part thereof.
- (vi) The Organiser shall have the rights not to post or to remove without prior notice to the Contestants or cause the Contestants to remove any prohibited or infringing content in the Entry or any Entry content that contravenes the Malaysian Law.
- (vii) The fact that the Organiser will shortlist the Entry does not relieve the Contestants from its obligations to ensure that the Entry submitted is in all respects suitable and ready for exploitation by the Organiser.
- (viii) Contestants shall not use the Entry or any part thereof for purposes other than stipulated in the Terms and Conditions. In the event that the Entry or any part thereof is published or distributed or dealt with in any manner whatsoever without prior consent from the Organiser, the Organiser shall at its absolute discretion be entitled to disqualify the Contestant from winning the Prizes and shall bear no liability whatsoever in respect of the same. The Organiser shall not be responsible for any liability arising from the Contestant's publication, distribution of or any other dealings of the design before, during or after the Contest.
- (ix) Contest entries that have been submitted shall be non-returnable.

The Basic Terms and the Contest Standard Terms and Conditions (collectively "Terms and Conditions") and the Privacy Notice shall be binding on all contestants who participate in this Contest ("Contestants"). The definitions in the Contest Standard Terms and Conditions shall apply unless otherwise expressly stated in the Basic Terms. In the event of any inconsistency between the Basic Terms, the Contest Standard Terms and Conditions and the Privacy Notice, the Basic Terms and the Privacy Notice shall prevail to the extent of such inconsistency.

Entry and participation in the Contest shall be deemed an unconditional acceptance by the Contestants of the Terms and Conditions and the Privacy Notice.