

APPENDIX I - RULES & REGULATIONS

(Note: Subject to change, depending on the finalized sponsor (s) / partner (s))

1. ENTRY REQUIREMENTS

- 1.1 IM Shorties 2016 (hereinafter referred to as “the Competition”) is presented by IRDA and co-organized by Pinewood Iskandar Malaysia Studios and supported by FINAS (hereinafter collectively referred to as “the Organizers”), with potential partners and sponsors of prizes (hereinafter referred to as “Sponsors”).
- 1.2 The Competition is open to any individual, 18 years and below for Students category and 18 years of age or older, for the remaining categories, at the time of entry, and he/she is a citizen or a permanent resident of Malaysia (hereinafter referred to as “the Participant”).
- 1.3 By participating in the Competition, the Participant agree that his/her participation in the Competition shall be at his/her sole risk to the fullest extent permitted by law.
- 1.4 The Participant who are below the age of 18 must provide the Organizers with the consent from their parents / guardians which must be submitted by ticking the online consent form at www.im10.my/imshorties
- 1.5 Each Participant in the Competition shall fully and unconditionally agree to comply with and abide by these Rules and the decisions of Organizers and its designated judges, shall be final and binding in all respects.
- 1.6 All submission, including all relevant promotional and media materials (trailer, poster, movie stills, etc.) must be submitted to the Organizers by **15th January, 2017**.
- 1.7 The submission, or part thereof, may have been previously submitted to other competitions is allowed for submission. However, the entry must not have previously won prizes, including Special Mention, Jury Choice or equivalents, in any short film, or film related competition.
- 1.8 The competing categories are as follows:

- 1.8.1 Students (\leq 18 years)

- a. Best Short; and
- b. Audience Choice Award.

1.8.2 College/University Student

- a. Best Short; and
- b. Audience Choice Award.

1.8.3 Open (Independent Film Makers with less than 3 years' professional experience or Public)

- a. Best Short; and
- b. Audience Choice Award

1.8.4 Overall Best Short Film of the Competition / Jury Award.

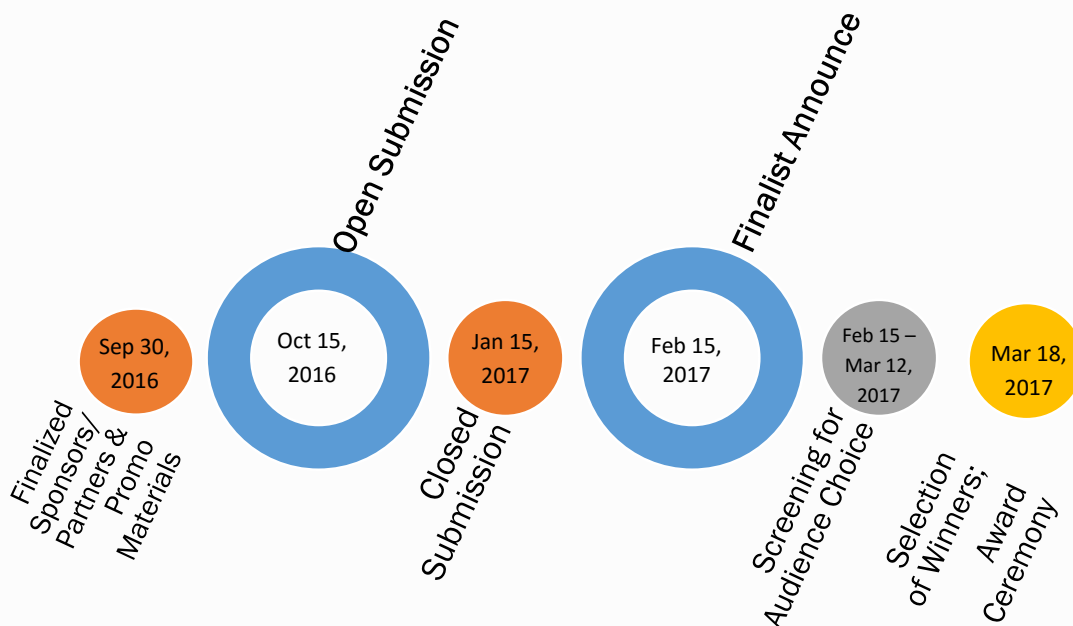
- 1.9 Submission can be in any genres and the runtime shall not exceed 10 minutes (inclusive of credits).
- 1.10 The Submission Form is available online at www.im10.my/imshorties
- 1.11 The Participant(s) are to upload his/her/their short film onto the Organizers YouTube channel with a video quality of 1080p.
- 1.12 The submission uploaded at Youtube.com/imshorties2016 must be labelled as “unlisted” and must not be shared on any online avenues. All entry information provided by the Participant must be complete, true and correct.
- 1.13 The Organizers are 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.
- 1.14 The Organizers reserve the right, in its sole discretion, to disqualify any participants it finds tampering with the operation or entry process of the Competition, or acting in violation of these Rules or applicable law.
- 1.15 The Participant may be required to submit proof of their eligibility.

- 1.16 Submissions received past the submission deadline of the Competition Period shall not be accepted for review and shall be destroyed.
- 1.17 If the submission file is incomplete, the Organizers reserve the right to refuse the registration and acceptance of the submission to the Competition.
- 1.18 The Participant(s) will be directly informed by the Organizers to provide the following additional items, as soon as their selection is notified to them on or before **15th February, 2017**:
- a synopsis of maximum 50 words in English – the Organizers reserves the rights to modify or shorten the received synopsis due to constraints related to communication tools as stated in the submission form;
 - a headshot and a biography of the director;
 - Movie stills/pictures from the film (jpeg 300 dpi); and
 - the press pack and clippings, by email or any other digital media.
- 1.19 The Organizers reserve the rights to request additional information in relation to the circumstances and conditions under which the
- 1.20 particular short films were made.
- 1.21 Submission that does not comply with the above requirements or any other terms herein shall be disqualified.
- 1.22 Submission on ANIMATION, MUSICALS and MUSIC VIDEOS SHALL NOT BE ACCEPTED.

2. JUDGING AND AWARDS

- 2.1 The jury for all film submissions to the Competition shall consist of the Organizers, selected sponsor(s), partner(s), and/or personalities from the worlds of media/films.
- 2.2 Submissions will be judged on creativity, storyline originality and technical merits.
- 2.3 Awards shall be given to the producer, director or any individual he/she/they have appointed, named as the lead Participant on the Entry Form.

- 2.4 The people in charge of the films and works presented in the official Competition solemnly pledge, should they receive an award, to ensure a clear visibility of the Competition (logo, name & etc.) on all their communication media.
- 2.5 The Organizers and Sponsors reserve the absolute right to substitute any of prizes with that of similar value at any time without prior notice. All prizes are non-transferable.
- 2.6 Judging
- 2.6.1 The judging criteria are based on creativity, originality and technical merit;
- 2.6.2 The jury is free to award distinctions or merits to any other films or film makers where deem fit;
- 2.6.3 The shortlisted submission will be made available on the Organizers' YouTube channel for voting. The Audience Choice Award will be determined by the number of unique YouTube 'Likes';
- 2.6.4 The decision of the Organizers and the judges shall be final and legally binding and no appeals or correspondence will be entertained;
- 2.6.5 The overall Best Short Films will be based on the professional opinion of the judges and representatives of Sponsor(s);
- 2.6.6 The Finalist will be selected and notified by **15th February, 2017**.
- 2.6.7 The Winners will be announced on **18th March, 2017** as per below timeline.



3. PROMOTIONAL MATERIAL

- 3.1 All Entry Form and submitted materials shall belong to the Organizers and all submitted materials will not be returned.
- 3.2 The Participant agrees that the Organizers shall be authorized to use the submitted materials and/or their name, music, voice, and/or likeness for any advertising, publicity or broadcasting material relating to this Competition without compensation or rights to royalties for such use.
- 3.3 The Organizers and its authorized representative retain all rights to the submitted materials, and may use the same in a promotional capacity, both in Malaysia and worldwide without any remuneration.

4. RETURNING OF ENTRIES

- 4.1 Films and all relevant materials submitted to the Competition indicates that the entry copies will be part of the archive maintained by IRDA. These copies will be maintained as a record and for reference purposes.
- 4.2 The films and all relevant materials kept in the archive may be screened non-commercially on IRDA and/or IRDA's related companies' website i.e. www.irda.com.my, www.iskandarmalaysia.com.my, www.im10.my and/or its organizer(s).
- 4.3 In case of any controversy on a matter not mentioned in the above regulations, the Organizers will decide on the appropriate action and the Organisers' decision shall be final.
- 4.4 The Organizers reserve the rights, in its sole discretion, to change, extend, shorten, suspend, or cancel these Rules and Regulations, at any time, without notice nor obligation to justify its decision, and without being held liable in any way.
- 4.5 No compensation may be claimed by the Participant. The Participant shall be deemed to have accepted such amendment due to the simple fact that he/she participates in the Competition. Should the Participant refuse the new amendment(s), he/she shall no longer participate in the Competition.

5. PERSONAL DATA

- 5.1 Under the Personal Data Protection Act, 2010 it is necessary to obtain the Participant's permission if vital personal information is to be shared with other parties, including but not limited to our Organizers and/or Sponsors. By accepting these Rules and Regulations, you hereby give consent to the Organizers and its authorized representative to process the data contained in the Entry Form.
- 5.2 Personal information provided to the Organizers will not be used for any reason other than tracking submissions.
- 5.3 By entering this competition, the Organizers undertakes that information/personal data obtained from the Participant shall not be stored or released or sold to third parties.

6. INTELLECTUAL PROPERTY RIGHT

- 6.1 The Participant is expected to have obtained the necessary copyright clearances, image releases and music/graphics permissions prior to the entry.
- 6.2 The Participant shall ensure that their entry does not infringe any third party's Intellectual Property Rights (IPR) or defame or invade the publicity or privacy rights, of any third party, living or deceased.
- 6.3 All sources of information, including illustrations and music shall be clearly referenced, acknowledged, credited and/or cleared. The Organizers reserves the right in its sole and absolute discretion to request proof in writing of any necessary authorizations, consents, licenses, assignments or waivers required herein.
- 6.4 The Organizers is not responsible for obtaining clearances for permissions. The Organizers reserves the right to validate and check the authenticity of the Entry Form and submitted materials. Any entry or submitted materials found in violation or copyright infringement shall be deemed ineligible, and submission will be rejected by the Organizers.

- 6.5 Without limitation, any submitted materials that are deemed by the Organizers, in their sole and absolute discretion, to be or to contain offensive profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous content, which encourages unlawful behavior, or which is hateful, or which is racially, ethnically or otherwise offensive or objectionable, or which portrays the Organizers in a negative fashion, maybe disqualified.
- 6.6 All entries or submitted materials must not include brand names, trademarks, trade names, logos or the intellectual property of any third parties without the written consent of the third party, if applicable.

7. DISCLAIMER

- 7.1 The Participant hereby agrees that participation in this Competition shall be at their sole risk to the fullest extent permitted by law, the Organizers (and/or their respective related entities), officers, directors, employees, and agents and/or the sponsors (if any) disclaim all warranties, express or implied, in connection with your participation thereof, we assume no liability or responsibility for any:
- a) Errors, mistakes, or inaccuracies of information pertaining to the Competition;
 - b) Death, personal injury or property damage, of any nature whatsoever, resulting from your participation in this Competition;
 - c) Any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user communication, or any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
 - d) Any interruption or cessation of transmission to or from our website, any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any equipment due to technical problems or traffic congestion on the internet or on any of the website or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with the website;
 - e) Any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the website by any third party; and/or

- f) Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content uploaded, posted, e-mailed, transmitted, or otherwise made available via the website.

7.2 The Organizers disclaims all warranties and representations, whether express, or implied, by law or statute – in particular the warranties disclaimed include but not limited to implied warranties concerning merchantability, satisfactory quality or fitness of the materials for any particular purpose and/or that the materials do not infringe any third party right.

7.3 The electronic transmission of any document or information from you through or to us is entirely at your own risk.

8. INDEMNITY

8.1 The Participant agrees to defend, indemnify and hold harmless the Organizers, its affiliates and related entities, and the officers, employees and agents of each such foregoing entity from and against any and all claims, damages, obligations, losses & liabilities, costs or debts and expenses (including but not limited to legal costs and expenses) arising from:

- a) the Participant's participation in this Competition; or
- b) the Participant's violation of any terms of these Rules & Regulations; or
- c) the Participant's violation of any third party rights, including without limitation any intellectual property, property, or privacy right.

8.2 This Clause will survive these Rules and Regulations and disqualification of your entry.

9. GENERAL

9.1 The Organizers reserve the rights at any time without assigning any reasons to add, alter, modify, change or vary these Rules, wholly or in part, at its absolute discretion.

9.2 These Rules and any other terms and conditions pertaining to the Competition shall constitute the entire agreement between the Participant and the Organizers concerning the Competition.

- 9.3 The headings and section titles in these Rules are for convenience only and have no legal or contractual effect.
- 9.4 These Rules operate to the fullest extent permissible by law. If any provision (or any part thereof) of these Rules is unlawful, void or unenforceable, that provision (or such part thereof) is deemed severable from the rules and does not affect the validity and enforceability of any remaining provisions, which shall remain in full force and effect.
- 9.5 No waiver of any term of these Rules shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision hereunder shall not constitute a waiver of such right or provision.
- 9.6 No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is created by these Rules.
- 9.7 These Rules and any rights granted hereunder, may not be transferred or assigned by the Participant, but may be assigned by the Organizers without any restriction whatsoever.
- 9.8 Except as explicitly stated otherwise, any legal notices to the Organizers shall be served by hand on the address below:
- IM Shorties 2016,**
Strategic Communications,
Iskandar Regional Development Authority (IRDA),
#G-01, Block 8, Danga Bay,
Jalan Skudai,
80200 Johor Bahru,
Johor
- 9.9 Notice to the Participant may be sent via email and shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, the Organizers may give the Participant legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three days after the date of mailing unless otherwise required by the law.
- 9.10 These Rules are governed by the laws in force in Malaysia.

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE RULES AND REGULATIONS CONTAINED HEREIN