

Terms and Conditions

This is the legal and binding terms and conditions for the #YouthTUBE Instafame competition hosted by the Western Cape Blood Service, referred from this point forward as the 'Promoter'.

Entries and Criteria

Entries must be received by 12:00 p.m. (noon) ET on Wednesday 31 July 2019. Once the entry is completed and the short film is uploaded, the entry is final and may not be modified, supplemented or edited.

Entries will be judged by a qualified panel of judges who will evaluate each entry based on the following judging criteria:

- Creativity and Originality (25%)
- Storytelling and Engagement (25%)
- Technical Quality (25%)
- Overall Impression and Quality (25%)

Judging

1. The verified finalists will be reviewed by a panel of judges.
2. The judges will consist of WCBS staff and people from the film industry. Judges will be appointed based on the discretion of the Promoter.
3. Judges will not know who the finalists' names or from which creative school he/she is to avoid any biases.
4. Judges will score each film out of the four criteria and a grand total of 100 will be assigned to each film.
5. Scores will be tallied and verified by a neutral person on the panel and the winner will be announced to everyone present.

Prizes

1. The winner will be contacted via telephone to make arrangements for the acceptance and transfer of prize.
2. The winner will need to send a verified copy of their South African ID to the Promoter immediately.
3. The winner will attend the Loeries Festival of Creativity in Durban from Thursday, 22 August 2019 to Sunday, 25 August 2019, where they will get the opportunity to network and attend the award ceremony.
4. The Promoter will pay for a Grand three day pass which includes the following:
 - Thursday: one/two masterclasses of the winner's choice on the Thursday (subject to when flights arrive);
 - Friday: DStv Seminar of Creativity, a networking opportunity at the DStv Beach Café and Awards evening;
 - Saturday: there will be another networking opportunity at the DStv Beach Café, Awards evening and the Loeries After Party.
5. The Promoter will also book and pay for accommodation for 3 nights from Thursday 22 August 2019 till Saturday 25 August 2019.

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6. The flights for the winner will also be included in the prize.
7. The choice of flights and accommodation will be at the discretion of the Promoter.
8. Food, drinks and any other cost will be for the account of the individual themselves and the Promoter will not be liable for any other costs incurred by the winner.
9. The winner's short film will be promoted on social media and other digital platforms to the value of R50 000, for the account of the Promoter.
10. The winner needs to follow all social media channels of the Promoter so that they can be tagged once the film is promoted. The winner will be encouraged to share their film on their own social media channels.
11. The Promoter may choose which platforms to use and in which time period the film will be promoted.
12. The prize is non-transferable and cannot be exchanged for cash.
13. If the winner cannot attend the Loeries due to any circumstances the Promoter has the right to award the prize to the runner up or whomever they see fit.
14. In the week that the winner is announced the winner needs to avail themselves to have their photo taken by the Promoter for publicity campaigns.
15. The name of the winner will be published on the Promoter's social media channels and newsletter.

General Conditions

1. The Promoter has the right to use the participant's films without paying any royalties. All submitted entries are the property of the Promoter.
2. The winner may be required to provide a valid ID which corresponds with their entry as proof of identity to verify their identity as the chosen winner, and to confirm they are 16 years or older.
3. All legal rights to music (if used in film) must be obtained by the participant. The winners will have to supply the Promoter with the proof thereof.
4. Responsibility is not accepted for entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
5. All participants and winners, as the case may be, by entering the promotional competition, indemnify the Promoter, their Advertising Agency, advisers, nominated agents, suppliers, its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in this promotional competition and/or use of the Prize (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoter).
6. The winners from last year's competition may not enter the current competition. Previous finalists and winners may enter again but may not submit the same film as the previous year.
7. If for any reason the competition is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the competition, the Promoter reserves the right, at its sole discretion to cancel, modify or terminate the competition. Further, the Promoter reserves the right, at its sole discretion, to disqualify any individual deemed to be
 - (a) tampering or attempting to tamper with the entry process or the operation of the competition; (b) violating the Official Rules; or
 - (b) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

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8. The Promoter reserves the right to require winners to submit to a confidential background check to confirm eligibility as a condition of awarding any prize to help ensure that the use of any such person in advertising or publicity for the competition will not bring competition parties into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the competition as determined by the Promoter in its sole discretion. Entrants/Finalists agree that the Promoter has the sole right to decide all matters and disputes arising from this competition and that all decisions of the Promoter are final and binding. South African law shall govern these competition rules and the courts of South Africa shall have exclusive jurisdiction.

Indemnity

I agree that the Promoter and affiliates shall not be liable for any liabilities, claims, demands, losses, damages, costs, or penalties of any kind arising out of or relating to my activities in connection with producing my submission. I agree not to sue or pursue any claims against Western Cape Blood Services and I agree to indemnify, defend and hold harmless any parties from and against any and all liabilities, claims, demands, losses, damages, costs, or penalties of any kind (including attorneys' fees) arising out of or relating to my submission and/or the production thereof.

Disclaimer

By submitting a video to the Promoter, I agree that the video is the original, uncopied work of the creator or creators. Also, that I have cleared and am responsible for clearing of the use, rights and copyrights of all non-original material in the piece, either by permission of the original creator(s), or under the parameters and protections afforded non-profit, educational use by the principles of Fair Use. The ownership and rights of videos submitted and published in Western Cape Blood Services shall reside with Western Cape Blood Services. Furthermore, Western Cape Blood Services reserve the right of publication. This means that when a video is accepted for publication, the author may not publish the video on their own accord on any of their own channels without the express permission of Western Cape Blood Services. Western Cape Blood Services reserves the right to use the video in all matters relating to the publication, advertising, publicity and showcasing of Western Cape Blood Services until they choose to no longer use it.

Submissions which include a video that fails to adhere to any of the requirements set forth in these Official Rules may be disqualified or edited by the Promoter.