

# FEATURE30 COMPETITION TERMS AND CONDITIONS

## 1. INTRODUCTION

- 1.1. These terms and conditions, as amended from time to time by us, (the “**Agreement**”) set out the relationship between RLLY Pty Ltd (ABN 87 643 541 922) (“**Progression7**”, “**Us**”, “**us**” or “**our**”) and you (“**You**”, “**you**” or “**your**”), with regards to your entry into the Progression7 Feature 30 Competition.
- 1.2. We operate the Competition and are the owner and operator of the Website. Your entry into the Competition and the Content you provide us is governed by this Agreement, our Privacy Policy and any relevant third-party terms and conditions, such as, but not limited to, those of FilmFreeway. Please take the time to read these terms carefully as they include important terms that apply to you.
- 1.3. By making an entry into the Competition, you agree to be bound by these terms. Should you not understand any of the Agreement or not accept any part of the Agreement, then you should not enter the Competition. Entries to the Competition not made in accordance with this Agreement will not be accepted by us.
- 1.4. If you are a child, you represent that your parent or guardian has read this Agreement and consents to its terms as well as the terms of any third-party partner, such as, but not limited to, FilmFreeway.

## 2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires, the following definitions shall apply:

“**Competition**” means the ‘Progression7 Feature 30’ film competition, as further described on the Website and FilmFreeway;

“**Content**” means all documents (including, but not limited to, any scripts, budgets, treatments and pitch decks), film, video, media, files, photos, stills and any other content that you submit to us, either directly, such as, but not limited to, through the Website, or through our third-party partners, such as, but not limited to, FilmFreeway;

“**Content Requirements**” includes, but is not limited to, the following:

- (a) the categories of Content that the Competition accepts entries in;
- (b) any file format and compatibility requirements;
- (c) any entry date or other date related requirements;
- (d) any information you are required to submit such as, your pre-production budget, principal-photography budget and post-production budget, biographical information, your filmography and your Content synopsis; and
- (e) any classification requirements

as set out on the Website and/or FilmFreeway, or as otherwise notified by us to you;

“**Fee(s)**” means fees payable in relation to your entry into the Competition;

“**Film**” means, if you win the Major Prize, the feature film to be produced by you using in good faith the Major Prize money for production costs, such feature film being based on your entry in the Competition and your Content;

“**FilmFreeway**” means the FilmFreeway website accessible at: [FilmFreeway.com/Progression7Feature30](https://www.filmfreeway.com/Progression7Feature30) that you must use to upload Content for your entry into the Competition;

“**Intellectual Property Rights**” shall mean patents, trademarks, discoveries, inventions, improvements, processes, technology, data, copyright, database rights, design rights, domain names, trade secrets, confidential information, or any other proprietary or intellectual property rights, whether registered or unregistered;

“**Major Prize**” means the major cash prize of AUD \$30,000 (correct at the time of publication) payable pursuant to Clause 5 to be used for the production of the Film;

“**Personal Information**” has the meaning as defined in the *Privacy Act 1998* (Cth);

**“Privacy Policy”** means our privacy policy located on our Website; and

**“Website”** means our website accessible at: [www.feature30.com](http://www.feature30.com) and [www.progression7.com/feature30](http://www.progression7.com/feature30).

### **3. COMPETITION PERIOD**

- 3.1. The Competition commences on 15 February 2022 at 7:00 am (AEST).
- 3.2. Entries to the Competition close on 31 August 2022 at 5:00 pm (AEST).
- 3.3. We accept no responsibility for any failure by any entrants to complete their entry by the closing date in Clause 3.2.
- 3.4. The ten (10) short-listed finalists in the Competition will be announced on 31 October 2022 at 5:00 pm (AEST).
- 3.5. The winners of the first, second and third place prizes in the Competition will be announced on 30 November 2022 at 5:00 (AEST).

### **4. ENTRANTS**

- 4.1. The Competition is open to entries from residents of Australia.
- 4.2. You may enter the Competition up to a maximum of three (3) times.
- 4.3. In order to enter the Competition, you must create an account on FilmFreeway, accurately and fully complete your entry information details and upload your Content, by the entry closing date in Clause 3.1.
- 4.4. The Competition is not open to Progression7 employees nor to our third-party partner employees (including those persons domiciled with such employees).

### **5. FINALISTS**

- 5.1. A panel of judges will review all valid entries and vote on ten (10) shortlisted finalists from which the first, second and third place prize winners will be chosen.
- 5.2. Entries will be judged on a criterion of the following:
  - (a) premise/concept;
  - (b) presentation;
  - (c) storytelling, including plot;
  - (d) structure;
  - (e) characters,
  - (f) theme, pacing and tone;
  - (g) originality;
  - (h) style;
  - (i) commercial viability; and
  - (j) diversity.
- 5.3. Pursuant with Clause 5.2, winners will be decided by the judges on the basis of creative merit of the Content of entries and skill with which such Content has been created. Chance plays no part in determining shortlisted finalists and winners of the Competition.
- 5.4. Shortlisted finalists and winners of the Competition will be announced on the Website and/or FilmFreeway and on the following of our social media: Facebook and Instagram.
- 5.5. Shortlisted finalists and winners of the Competition will be notified by email within ten (10) business days of each announcement date using the contact details provided by entrants on FilmFreeway when submitting their entry.

- 5.6. The decision of the judges in respect of any shortlisted finalists and winners in the Competition will be final. Such decisions are not subject to review and no correspondence shall be entered into by us in respect thereof.

## 6. PRIZES

- 6.1. Competition prizes will consist of the following:

- (a) first place prizes: the Major Prize and three (3) x one (1) hour mentorship sessions with a Competition judge of the first place winner's choice (with a maximum of one (1) mentorship session per Competition judge);
- (b) second place prizes: one (1) Black Magic Design Pocket 6K Pro camera and two (2) x one (1) hour mentorship session with a Competition judge of the second place winner's choice (with a maximum of one (1) mentorship session per Competition judge);
- (c) third place prizes: a one (1) hour mentorship session with a Competition judge of the third place winner's choice; and
- (d) shortlisted finalists prizes: all ten (10) shortlisted finalists will receive a copy of Final Draft 12 (not to be re-sold or transferred).

- 6.2. Prizes other than the Major Prize are provided by our industry third-party partners. Prizes will be awarded in accordance with this Agreement and at our absolute discretion.

- 6.3. You acknowledge and agree that, if you win the Major Prize, the Major Prize is to be used solely and exclusively for the purpose of creating the Film.

- 6.4. You acknowledge and agree that, if you win the Major Prize, you will be required to submit a final version of your pre-production, principal-photography and post-production budgets to us within seven (7) days of winning.

- 6.5. You acknowledge and agree that, should you win the Major Prize, an executive producer agreement will be entered into between you and us so that we are an executive producer of the Film, and so that we are credited as such in a form that we request. Should we not be able to agree the terms of such executive producer agreement within fourteen (14) days of the announcement of the winner of the Major Prize, then the panel of judges may choose an alternative runner-up winner and you will no longer be entitled to the Major Prize.

- 6.6. You acknowledge and agree that, if you win the Major Prize, the Major Prize will be split and will be payable in three (3) instalments based on your final pre-production, principal photography and post-production budgets and your actual incurred bona-fide production costs for the Film at each stage (the "**Instalment(s)**") subject to the following milestones being met by you and accepted by us with respect to the production of the Film (as to be further set out in the executive producer agreement between you and us):

- (a) milestone 1 (pre-production): Instalment 1 is payable once the pre-production budget for the Film has been submitted by you to us and approved by us (at our sole and absolute discretion);
- (b) milestone 2 (principal photography): payable once pre-production has completed and the principal photography budget for the Film has been submitted by you to us and approved by us (at our sole and absolute discretion); and
- (c) milestone 3 (post-production): payable once principal-photography has completed and the post-production budget for the Film has been submitted by you to us and approved by us (at our sole and absolute discretion),

each Instalment will be paid within seven (7) days of receipt by us of a complete and correct invoice from you.

- 6.7. If you win the Major Prize, you agree the following:

- (a) each Instalment payment must be spent in good faith on bona-fide production costs of the Film and we will only pay your actual bona-fide production costs subject to your latest approved budgets;
- (b) if your bona-fide incurred production costs for Instalment 1 end up being lower than your pre-production budget for Instalment 1, then you may elect to put the unused portion of your pre-production budget for Instalment 1 towards your principal photography and/or post-production budget and their respective Instalments, subject to such revised budget(s) being approved by us, otherwise such unused amounts will be forfeit and must be returned to us within seven (7) days from our giving you written notice in respect thereof;

- (c) if your bona-fide incurred production costs for Instalment 2 end up being lower than your principal photography budget for Instalment 2, then you may elect to put the unused portion of your principal-photography budget for Instalment 2 towards your post-production budget and Instalment 3, subject to such revised post-production budget being approved by us, otherwise such unused amount will be forfeit and must be returned to us within seven (7) days from our giving you written notice in respect thereof;
  - (d) if, at the end of post-production, your unused bona-fide production costs are less than the total AUD \$30,000 amount of the Major Prize, you will forfeit any unused amounts from the Major Prize, and any such amounts must be returned to us within seven (7) days from our giving you written notice in respect thereof;
  - (e) if you exceed your pre-production budget for Instalment 1, we may, at our sole and absolute discretion, allow you to use funds from Instalments 2 and/or 3 for your bona-fide pre-production costs, subject to our approving revised budgets that you will promptly submit in respect thereof for all Instalments. Any amounts added to Instalment 1 will proportionately reduce the amounts payable in Instalments 2 and 3;
  - (f) if you exceed your principal photography budget for Instalment 2, we may, at our sole and absolute discretion, allow you to use funds from Instalment 3 for your bona-fide principal photography costs, subject to our approving revised budgets that you will promptly submit in respect thereof for Instalments 2 and 3. Any amount added to Instalment 2 will proportionately reduce the amount payable in Instalments 3;
  - (g) under no circumstances are we obligated to, nor will we, pay any amount in excess of the total amount of the Major Prize (for clarity, AUD \$30,000);
  - (h) We may request to see any of your production cost invoices and other evidence at any time in order to verify that they are bona-fide production expenses and you will provide such complete and accurate evidence to us within three (3) business days of our request. If, we determine in our sole and absolute discretion, that any part of any Instalment of the Major Prize has not been used in good faith on bona-fide production costs, we reserve the right to not pay the Instalment or any remaining Instalments and any amounts of the Major Prize already paid to you must be returned to us within seven (7) days from our giving you written notice in respect thereof.
- 6.8. You acknowledge and agree you must complete the Film within twelve (12) months of the approval date of the Film's pre-production budget in Clause 6.6(a) by us. If you fail to complete the Film within such twelve (12) month period you will immediately repay the Major Prize to us in full. We may, at our sole and absolute discretion, extend the timeframe for completion of the Film if, in our sole and absolute opinion, extenuating circumstances have delayed completion of the Film.
- 6.9. If you win the Major Prize, the payment of the Major Prize requires that you have provided us your correct bank account details. We accept no responsibility for Major Prize payments where incorrect bank account details have been provided by you.
- 6.10. The delivery of prizes other than the Major Prize are subject to the terms of the relevant third-party partner. You may be requested to provide personal information to such third-party partners for the purpose of the delivery of your prize if you win a prize. We accept no liability for any delay or failure to deliver a prize by a third-party partner or your failure to provide the requested information.
- 6.11. Prizes must be accepted as awarded and are not transferrable or exchangeable. Prizes are not refundable or redeemable for cash. Any unused elements or portions of a prize are forfeited. We accept no responsibility for variations in prize value. Prizes are subject to availability. Where a prize is, due to unforeseen circumstances, not available, a substitute prize of equal or greater value may be provided.
- 6.12. You are solely responsible for all costs and expenses you incur in entering the Competition and you also are responsible for your costs and expenses associated with redeeming a prize should you win a prize in the Competition.
- 6.13. We may, if you win a prize, for the purposes of awarding a prize, require you to verify your information or identification or provide additional information or identification. If we are unable to verify such information or your identity to our reasonable satisfaction your entry will be deemed invalid.
- 6.14. If you are a winner of a prize, you must by law not be prohibited from being awarded or granted a prize.
- 6.15. If you are shortlisted or win a prize, you consent to your name and image being used in our marketing materials (including any 'behind the scenes' media) and agree to participate in any promotional activities that we plan.

- 6.16. We accept no liability for any tax liability that may arise if you win a prize and you should consult an independent tax adviser if this is a concern to you.
- 6.17. If you are a winner of a prize, you have up to one (1) month to claim your prize from the date it was won. Subject to any legislative requirements, unclaimed prizes will be awarded to the entrants who came runner-up when the entry was judged and will be dealt with in accordance with legislative requirements. Winners of unclaimed prizes will be notified by email and published on the Website and/or FilmFreeway.

## **7. WEBSITE AND FILMFREEWAY**

- 7.1. As part of your entry, in order for you to submit your Content to the Competition you must:
- (a) fully comply with the Competition's Content Requirements;
  - (b) meet any Competition due dates on our Website and/or the FilmFreeway or that that we otherwise notify you of in advance;
  - (c) be able to access the Website;
  - (d) be able to access and create an account on FilmFreeway to upload your Content;
  - (e) provide all the information we and our third-party partners, such as, but not limited to FilmFreeway require from you in order to conduct the Competition; and
  - (f) pay any applicable Fees.
- 7.2. We accept no responsibility for incorrect and fraudulent information that you provide us (including via your FilmFreeway account) or if the information you provide is incomplete, late, lost or unintelligible.
- 7.3. You acknowledge and agree that your use of FilmFreeway and your FilmFreeway account is governed by any relevant FilmFreeway terms and conditions and you will at all times fully comply with those terms and conditions.
- 7.4. You acknowledge and agree that FilmFreeway is a third-party service provider and are in no way liable or responsible for the actions, in-actions or activity of FilmFreeway, nor are in any liable or responsible for your use or any unauthorised use of you or others of your FilmFreeway account. You, furthermore, agree to indemnify us in full against all liabilities, costs, expenses, damages and losses (including legal fees) that we may suffer as a result of any breach of FilmFreeway's terms and conditions by you.
- 7.5. Your access to the Website is permitted on temporary basis and we are not liable if the Website or parts of the Website are unavailable or restricted to you for any period of time or at any time. You agree that there may be times when the Website is not available for technical or other reasons, including maintenance.
- 7.6. We may require that you accept changes or updates to the Website, and you agree that we may change or update the Website without notifying you.
- 7.7. You agree that we and our third-party partners will not be responsible for any loss or damage to Content and that it is your responsibility to maintain a backup of your Content. We may remove or suspend any Content from the Competition at any time without notice to you. We will not be liable to you or third parties for any losses as a result of such removal or suspension of Content.
- 7.8. You agree that we are not under any obligation to add any enhancements to the Website, or fix any errors. Furthermore, we are not responsible for providing any advice to you in relation to the Website.

## **8. FEES AND PAYMENT**

- 8.1. Fees that apply to enter the Competition, and currently acceptable payment methods, are set out on the Website and/or FilmFreeway.
- 8.2. Failure to pay any Fees when due may result in your immediate suspension and/or termination from the Competition and the immediate deletion of any Content you have provided us.

- 8.3. We are not liable for any loss, delay or failure in relation to the Competition that you or a third party suffers that is due to incomplete or inaccurate payment information.
- 8.4. We may suspend your entry into the Competition if it is pending credit or debit card verification.
- 8.5. All Fees are GST inclusive unless otherwise expressly stated.
- 8.6. All amounts are quoted in Australian Dollars (AUD) unless otherwise expressly stated.

## **9. YOUR CONTENT**

- 9.1. We do not claim any ownership rights in the Content you submit in your entry to the Competition. Your entry into the Competition and your use of the Website or FilmFreeway does not grant us any ownership rights in the intellectual property of your Content (nor, if you win the Major Prize, in the Film). You retain copyright and all ownership of your Content.
- 9.2. You warrant you own all the worldwide rights in and to the Content (including the copyright in the Content) or otherwise possess worldwide (and will continue to possess), the full title, power, licenses, authority and consents in and to the Content (evidence of which you will promptly present to us upon request from us) as is required for use by us and any of our affiliates and third-party partners for the purposes of, and related to, the Competition (including promoting the Competition).
- 9.3. Where you enter the Competition, you give us, our affiliates and our third-party partners (including, but not limited to, FilmFreeway), a non-exclusive, worldwide, royalty free, irrevocable and perpetual licence to, in connection with the Competition, use, modify (including editing of the Content into a compilation), copy, translate, sub-license, exhibit (including via theatrical, internet, cable, satellite, microwave or other means) and communicate your Content to the public in any manner and any medium whatsoever (whether now known or not currently known) in perpetuity.
- 9.4. Liability and responsibility for the Content you submit lies solely with you. You warrant on an on-going basis that:
  - (a) your Content is your original work;
  - (b) you have obtained all relevant film permits and licenses;
  - (c) your Content does not infringe the intellectual property rights of us or any third party;
  - (d) your Content does not violate any state, federal or foreign laws or regulations;
  - (e) your Content has not been shown or distributed publicly;
  - (f) your Content does not contain obscene materials, or material on illegal drugs or other illegal substances;
  - (g) your Content is not slanderous or defamatory or is used to transmit any material that harasses or threatens personal injury to persons or destruction of property;
  - (h) your Content does not contain any material that are discriminatory based on race, gender, age, disability, sexual orientation, religion and belief;
  - (i) your Content is not harmful or attempts to harm minors in any way;
  - (j) your Content is free from any viruses, trojan horse, worm, corrupted files or any other harmful code, and is not otherwise for the purposes of unauthorised access or disruption to our or a third party's software, files or data;
  - (k) your Content is not used to transmit any bulk and/or commercial un-solicited email, chain letters, junk mail or spam;
  - (l) your Content does not collect personal data of persons in violation of applicable data protection law; and
  - (m) your Content does not reflect the views of the Competition or us.
- 9.5. You agree that your breach of this Agreement may cause us, our affiliates and our third-party partners (including FilmFreeway) damage or loss. You agree to indemnify us, our affiliates and our third-party partners (including, but not limited to, FilmFreeway) in full against all liabilities, costs, expenses, damages and losses (including legal fees) that we or they may suffer as a result of the breach of this Agreement including any breach of any warranty by you.

## **10. OUR INTELLECTUAL PROPERTY**

- 10.1. Subject to Clause 9.1, you recognise and acknowledge that the Competition (including the Website), is comprised of our Intellectual Property Rights and that of our licensors, service providers and third-party partners, and that we and they as the case may be retain ownership of all such Intellectual Property Rights.
- 10.2. You must not to register nor attempt to register any of the Intellectual Property Rights in the Competition, the Website or the entries and content of any other entrant to the Competition.
- 10.3. You shall ensure that you will do not do anything which could in any way harm our Intellectual Property Rights, or that of our licensors, service providers, third-party partners (including, but not limited to, FilmFreeway) and/or any other third parties, including other entrants.

## **11. LICENSE GRANTED TO YOU**

- 11.1. In consideration of your payment of the Fees, we grant to you, and you accept, subject to the terms of this Agreement, a non-exclusive and non-transferable, revokable, non-assignable limited license to use the Website on for your own personal, non-commercial, purposes only in relation to the Competition. You agree not to use the Website for any other purposes. You shall not attempt to circumvent any anti-piracy measures utilised by the Website.
- 11.2. Other than the license granted under Clause 11.1, no right, title or interest shall be transferred to you, and any other use by you not consistent with the provisions of this Agreement shall constitute a material breach of this Agreement.

## **12. PRIVACY POLICY**

In order to conduct the Competition we must collect some personal information from you and by entering the Competition you consent to such collection. Any Personal Information provided to us will be treated in line with this Clause 12 and our Privacy Policy, and which forms a part of this Agreement. You agree that we may disclose your personal information to our third-party partners (including, but not limited to, FilmFreeway) for the purposes of conducting the Competition. Your use of FilmFreeway or any of our third-party partners websites and/or services is governed by their respective privacy policy. You further agree we may retain and use, without compensation, your personal information for the purposes of marketing other competitions, products and services to you, as well as for publicity, marketing and promotional purpose related to the Competition.

## **13. WARRANTIES AND DISCLAIMERS**

- 13.1. Except as provided by law, the Website is provided “as is” without warranty or representation of any kind either express or implied including without limitation any warranties of merchantability, quality, fitness for a particular purpose and non-infringement.
- 13.2. Whilst we shall use reasonable endeavours to try and prevent them, the Website may contain errors, inaccuracies or faults and may not be current or complete.
- 13.3. To the maximum amount permitted by law, we shall not be liable for any direct or indirect losses or claims as a result of our failing to provide the Website, or for any downtime, suspension of the Website.
- 13.4. We exclude all implied warranties and terms, whether statutory or otherwise, relating to the subject matter of this Agreement, subject to Australian consumer protection law.

## **14. TERMINATION AND SUSPENSION**

- 14.1. We may terminate your entry in the Competition at any time for convenience and without notice to you. Where we terminate for convenience you will be entitled to a refund of your Fees.

- 14.2. Without in any way limiting any other remedies, we are entitled to suspend, limit, modify or terminate your entry in the Competition and terminate this Agreement where you are, or we suspect you are, not complying with this Agreement or the terms and conditions of any of our third-party partners, including, but not limited to, FilmFreeway. We are not required to give you notice of such action and your access to the Competition may stop immediately. No refunds will be provided to you in such instances.
- 14.3. Should we terminate or suspend your entry under Clause 14.2 you agree to not enter the Competition again.
- 14.4. You acknowledge that should your entry be suspended or terminated by us that you will lose all information, associated with your entry held by us, and that we are in no way liable for such loss of information.

## **15. THIRD PARTIES**

- 15.1. The Competition and our Website may provide links to third-party websites (including our third-party partners, such as, but not limited to, FilmFreeway), third-party social media pages and third-party software, we accept no liability or responsibility for the availability or content of those third-party websites, social media pages or software.
- 15.2. You may need to update your account information and/or third-party software from time to time in order to continue accessing the Website and/or FilmFreeway.
- 15.3. You agree that we are in no way liable or responsible for the actions, in-actions or activity of any other third party including any third-party partner of the Competition (such as, but not limited to, FilmFreeway), or any other entrant in the Competition.
- 15.4. Where the Competition is advertised or featured on social media, such as, but not limited to Facebook, Instagram and Twitter, such third-party social media entities do not endorse, administer or sponsor, and are not associated with the Competition in any way or form.

## **16. LIABILITY**

- 16.1. We shall not be liable to you under this Agreement, whether in contract or in tort (including negligence or breach of statutory duty) or otherwise, for any loss or damage including: (a) any loss of profit, loss of revenue, loss of contracts, loss of anticipated savings, loss of goodwill, loss of opportunity, loss of data, loss of reputation or loss of business, whether caused directly or indirectly; and (b) any special, indirect, punitive or consequential loss, cost, damages or expenses whatsoever, even (in each case) if any such loss or damage was reasonably foreseeable or you had been advised of the possibility of such loss, cost damage or expense. You agree that each of the heads of loss in sub-clauses (a) and (b) above (inclusive) are separate terms and are intended to be severable.
- 16.2. Notwithstanding anything contained in this Agreement, we do not exclude or limit our liability to you under Australian consumer law and nothing in this Agreement purports to modify or exclude any warranties, conditions, undertakings, guarantees or other rights under such law that cannot be modified or excluded.
- 16.3. You agree that we are in no way responsible for any loss, damage or corruption which may happen to your data or devices in connection with the Competition and/or your use of the Website and FilmFreeway.
- 16.4. Subject to Clauses 16.1 and 16.2, our aggregate and entire liability to you for losses or damage howsoever arising out of or in connection with this Agreement (including without limitation negligence or breach of statutory duty) from events, and/or a chain of events shall be limited to the amount of the Fees paid by you to us.

## **17. MISCELLANEOUS**

- 17.1. **Entire Agreement:** This Agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.
- 17.2. **Variation:** We reserve the right to at any time make amendments to this Agreement at our sole and absolute discretion, which shall take effect from the date of posting them to the Website. Your continued use of the Website after such time



constitutes your acceptance of the amended Agreement and your agreeing to be bounded the amendments to the Agreement.

- 17.3. **Notices:** We may give you notice under this Agreement through the Website or by email or by any other means that we think is suitable and sufficient, and you consent to such notice.
- 17.4. **Severability:** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 17.5. **Assignment:** We may assign or transfer all or part of this Agreement or our rights or obligations to another party at our sole discretion, without requiring your consent. You are not permitted to assign or transfer the Agreement or your rights and obligations under this Agreement.
- 17.6. **Force Majeure:** We shall not be responsible for any delay or failure to perform when our failure results from an event beyond our reasonable control, including, but not limited to an act of God, the internet being down, flood, fire, pandemic (including, for clarity, the COVID-19 pandemic), strikes, trade disputes or an act of terrorism or war.
- 17.7. **Disputes:** If you are involved in a dispute with another entrant and/or third-party partner (including, but not limited to, FilmFreeway), you release us (including our employees, contractors, partners and agents) from any claims, damages or demands of any kind (direct or indirect) that arise or are in any way related to such a dispute.
- 17.8. **Waiver:** No failure or delay by us to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.9. **Interpretation:** Words denoting the singular include the plural and vice versa and words importing the masculine includes the feminine and the neuter. Headings are included for ease of reference only and shall not affect the meaning of the provisions to which they relate.
- 17.10. **Governing Law:** This Agreement and performance under the same shall be governed by the laws of the State of Queensland and by entering the Competition you submit to the jurisdiction of the courts of Queensland.