



## **Magnum Vie Magnifique Film Programme**

### **Competition Terms and Conditions**

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#### **PROMOTER AND PARTICIPANTS**

1. The Promoter is VICE UK Limited of 110-112 New North Place, London EC2A 4JA ("Promoter").
2. The "Magnum Vie Magnifique" Film competition is open to participants worldwide aged 16 or over except employees of the Promoter, the Unilever group of Companies ("Unilever") their families, agents or anyone professionally connected with the promotion. Participants must not be members of any union or guild that would have jurisdiction over the services to be performed hereunder, including, without limitation, the Writers Guild of America or Directors Guild of America. Proof of age may be required.
3. By entering this competition, all participants are deemed to have agreed to be bound by these Terms and Conditions unless notified otherwise in writing.

#### **COMPETITION REQUIREMENTS**

4. To enter the competition, entrants must follow and comply with the entry guidelines and the Director's Brief and submit their entries via the Magnum Vie Magnifique Film entry system at [www.id.co/viemanique](http://www.id.co/viemanique). Any entry form or supporting material received via any other method will not be considered a valid submission.
5. Only one entry is allowed per person.
6. Entry to the competition opens at 09:00 am BST on 16 May 2015 and closes at 11:59pm BST on 5 June 2015. Entries received after that date will not be considered.

#### **SELECTION AND NOTIFICATION OF THE SHORTLISTED PARTICIPANTS**

7. A panel of judges from the Promoter and Unilever and a judge from the film and media industries (the "Judging Panel") will choose five shortlisted entries from all valid competition entries by no later than 15 June 2015.
8. The Judging Panel will select the five shortlisted entries from among all valid entries received based on the following criteria ("Judging Criteria"):
  - a. Creativity and ability to follow the competition's theme of "Be True To Your Pleasure"; and
  - b. Ability to produce the script and include music/other third party licensing within budgetary limitations and produce/deliver the film on schedule and with technical competency.
9. The shortlisted entrants will be notified within one week of that date. Entrants who are not selected as one of the five shortlisted participants will not be contacted.

## SELECTION OF THE THREE WINNERS AND PRIZE

10. The Judging Panel shall select three participants from the five shortlisted entries it judges to be the best from all eligible entries received based on the Judging Criteria (the "Winners"). The three Winners will each be required to develop, produce and deliver an original short film ("Film") which shall be executively produced by the Promoter. An experienced film director appointed by the Promoter shall mentor the winners in the creation of the Film. The Film shall include Unilever materials and/or branding and shall be used to promote Unilever's Magnum "Vie Magnifique" campaign.
11. The Winners must submit the rough cut of their Films to the Judging Panel by 14 August 2015 and their final approved Films by 27 August 2015.
12. Films must be audio mixed, colour graded and of first rate technical and production quality. If selected, entrants should be ready to submit an HD ProRes file of their film to the Promoter. Additional minimum technical specifications shall be made available to the shortlisted entrants following their selection.
13. As a prize, all three shortlisted filmmakers will (subject to condition 23 below) be given funding to produce their Films and the opportunity to receive directorial and production advice from the director Xavier Dolan (or another director in the event he is unavailable) in respect of their Films.
14. The prize cannot be exchanged or transferred by the winner and cannot be redeemed for any other prize.
15. The decision of the Judging Panel is final and no correspondence will be entered into over their decision. Names of the Judging Panel are available on request by writing to the Promoter.
16. A list of winners will be available by writing to the Promoter no earlier than ten weeks, unless otherwise stated, after the close of the competition. Only the surname, country and state/county of the winners will be disclosed.

## INTELLECTUAL PROPERTY

17. Each shortlisted entrant warrants and represents in respect of their Film, that it:
  - a. is original and does not infringe the rights of privacy and publicity, copyright, trademarks or intellectual property rights of any person or organisation;
  - b. is no longer than three minutes in length including titles and credits;
  - c. does not contain any defamatory, abusive, sexually explicit, disparaging or offensive material;
  - d. complies with the OFCOM Broadcasting Code;
  - e. is in English or is subtitled in English;
  - f. does not adversely affect the reputation of Unilever, any of its products and/or the Promoter; and
  - g. has secured all necessary rights or consents of any third parties in the Film (including for music and talent) in order to allow the assignment of the intellectual property and all the usage of the Film as described in these terms and conditions.
18. By participating in the competition you hereby assign upon creation all copyright (including present and future copyright) and any other intellectual property rights the Film to Unilever and you acknowledge that Unilever will own all copyright and other intellectual property rights in your Film and will be free to share and adapt it for commercial and promotional purposes, including at public screenings of the film and at film festivals and fashion events. Each

shortlisted entrant agrees to waive his or her so-called "moral rights" in the Films and procure the moral rights of any relevant third party are also so waived.

19. You agree and acknowledge that the Promoter may, at any time, require the Winners to execute such documents as may be reasonably necessary to confirm the assignment/waiver of the copyright and other intellectual property rights in their entry as set out in these Terms and Conditions.

## GENERAL TERMS

20. The Promoter reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the competition with or without prior notice for reasons outside of its control. The Promoter also reserves the right at any time to remove and/or replace any members of the Judging Panel. The decision of the Promoter in all matters under its control is final and binding.
21. By entering this competition, entrants agree that the Promoter and/or Unilever (and their related companies) may:
  - a. Upload and display their films on the Promoter's and/or Unilever's websites and any other media in connection with the competition (including any online channels such as YouTube and Facebook); and
  - b. use their names, likenesses, photographs, biography, voice and films (in any medium, including still photographs and films, and on the internet, including any websites hosted by the Promoter, Unilever and their related companies, any online channels such as YouTube and Facebook, in relation to any public screenings of the Films and at film festivals and fashion events) for advertising, publicity and promotional purposes without additional compensation.
22. The shortlisted entrants may be required for advertising, publicity and promotional activity and shall participate in such activity on the Promoter and Unilever's reasonable request. The Winners agree to make themselves available to the Promoter between 13 and 26 July 2015 for the purposes of recording a 3-5 minute film profiling each Winner to be directed by the Promoter.
23. The Promoter and Unilever reserve the right at any time to remove or disqualify any entrant's Film where it believes in its or their sole discretion that: (i) the Film infringes the rights of any third party; (ii) the entrant has not complied with these Terms and Conditions; (iii) the entrant has failed to obtain any necessary third party consents as set out in these terms and conditions; (iv) in the reasonable opinion of the Promoter and Unilever the Film may negatively affect the reputation of Unilever or any of its brands or products; or (v) in the reasonable opinion of the Promoter and Unilever the Film will not be delivered by the entrant of the quality required within the allotted timeframe.
24. Entrants' personal information will be used and processed by the Promoter as data controller to administer the competition in accordance with the Promoter's privacy policy currently located at [http://www.vice.com/en\\_uk/privacy-policy](http://www.vice.com/en_uk/privacy-policy) and in accordance with data protection legislation. By entering the competition, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your competition entry and you agree that the Promoter may pass your details to third parties in connection with the competition for the purposes of administering the competition and any related publicity.
25. Entrants shall indemnify and hold the Promoter and Unilever harmless from and against all losses, costs, expenses (including without limitation, reasonably incurred legal costs, fees and expenses) actions, proceedings, claims, demands and damages of any nature whatsoever arising from your participation in the competition, breach of warranty and the use by the Promoter and/or Unilever of their Films.

26. No responsibility can be accepted for any damage, loss, injury (other than our liability for personal injury or death as a result of our negligence) or disappointment of any kind suffered by any entrant in entering the competition, including as a result of any entrant winning or not winning any prize. The Promoter and Unilever shall be under no obligation to publish or distribute any of the Films if, in their sole discretion, they do not deem the quality of the Films to be sufficiently high.
27. These Terms and Conditions constitute the whole and only agreement between the parties relating to the subject matter of these Terms and Conditions.
28. The competition and these terms and conditions will be governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.