

**TERMS AND CONDITIONS  
FOR ENTRY INTO AND PARTICIPATION IN THE  
BMW GROUP MALAYSIA SHORT FILM CONTEST**

**(“RULES”)**

NO ENTRY FEE OR PURCHASE NECESSARY TO PARTICIPATE OR WIN.

**1. Introduction**

BMW Group Malaysia (“**BMW Group Malaysia**”) announces a call for entries to moviemakers of all shapes and sizes for the BMW Group Malaysia Short Film (“**BMW Shorties**”) Contest (the “**Contest**”).

Contest participants shall submit an original short film of their own creation that is no longer than fifteen (15) minutes in running time (there is no minimum time requirement) (“**Entry/Entries**”). A total of one short film with credits should be submitted.

A total of ten (10) Entries will be chosen out of the total number of entries (“**Shortlisted Entries**”). One (1) or more winner(s) (“**Winner(s)**”) for the BMW Shorties award will be chosen from these Shortlisted Entries.

A total amount of Ringgit Malaysia Eighty Thousand (RM 80,000.00) (“**Award Sum**”) will be awarded to the Winner(s). The number of Winner(s) and sum awarded to each Winner(s) shall be decided by BMW Shorties’ panel of judges, at their sole and absolute discretion.

The said Award Sum shall be used in funding to make/produce a short film in the form and manner to be prescribed by BMW Group Malaysia.

The BMW Shorties also include a community engagement programme (“**Understudy Programme**”) wherein upon the announcement of the Contest Winner(s), five (5) students from five (5) universities will be recruited to be production assistants in the production company of the Winner(s) to make/produce a short film funded by the Award Sum.

The recruitment process in the said Understudy Programme shall be in the form and manner decided by BMW Group Malaysia.

## 2. Eligibility

The Contest is open to any individual, 18 years of age or older at the time of entry, whose film entry has never won any prizes in any local or international film festival or film award and he/she is a citizen or a permanent resident of Malaysia ("**Participant(s)**").

Short films submitted to past years' BMW Shorties contests, or other film festivals and short film competitions, be it local or international, or which had been screened in public will not be eligible for submission in the Contest.

Employees of BMW Group Malaysia and any of its affiliated companies within the meaning of Section 6 of the Companies Act 1965 and their respective subsidiaries and agents, and the immediate family (defined as parents, children, siblings and spouse) of each such employees, together with those with whom such employees are domiciled, are not eligible to participate in the Contest.

By participating in the Contest, Participant(s) warrant that they are eligible to participate under the applicable law governing procurement of prizes and awards.

BMW Group Malaysia reserves the right to disqualify any Participant if BMW Group Malaysia is of the opinion that Participant did not comply with these Rules, or if Participant's participation in the Contest or receipt of prize would violate any applicable law.

Participants may be required to submit proof of their eligibility.

Each Participant in the Contest shall fully and unconditionally agree to comply with and abide by these Rules and the decisions of BMW Group Malaysia and its designated judges, which decisions shall be final and binding in all respects.

## 3. How to Enter

The Contest starts on 25<sup>th</sup> August 2018 and ends on 25<sup>th</sup> October 2018 (the "**Contest Period**").

Entries are to be received by BMW Shorties at the email below on or before 6pm 25<sup>th</sup> October 2018. Entries which are not submitted during the Contest Period shall be disqualified.

Only one (1) Entry per Participant is permitted. Entries must be submitted in the following manner:

The Rules and Entry Form are available at [www.bmwshorties.com.my](http://www.bmwshorties.com.my)

Participants can complete and submit the Entry Form via the website [www.bmwshorties.com.my](http://www.bmwshorties.com.my) during the Contest Period.

Participant's name must be clearly stated on their Entry. The participant shall upload his/her/their short film with credits onto his/her/their respective YouTube channel with a video quality of 1080p.

Participant's film entry upload must be labelled as "Unlisted" and must not be sharable on any online avenues. A complete Entry will include the full YouTube URL link in the Entry Form. All entry information provided by Participant must be complete, true and correct.

BMW Group Malaysia and its agents 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.

BMW Group Malaysia reserves the right, in its sole discretion, to disqualify any Participants it finds tampering with the operation or entry process of the Contest, or acting in violation of these Rules or applicable law.

Participants located outside of Malaysia should note that customs delays could occur.

BMW Group Malaysia shall not be liable for or pay any customs fees, duties, taxes or tariffs incurred by Participant's submission.

Submissions received past the submission deadline of the Contest Period shall not be accepted for review and shall be destroyed.

Participants' Entries will not be returned.

#### **4. Entry Requirements**

The following requirements shall apply to all Participants and their Entries:

**A.** An Entry shall comprise of a short film of up to fifteen (15) minutes in length, including credits. There is no minimum running time.

**B.** The dialogue may be in any vernacular languages spoken in Malaysia but must be subtitled in English.

**C.** Entries must be submitted with a non-returnable still of the film.

**D.** All components of the Entry must be the original creation of the Participant with express exception that BMW Group Malaysia's products may be incorporated.

**E.** Entries shall not contain any profanity, nudity, pornographic images or explicit sexual themes, graphic violence, defamatory or libellous statements or material considered illegal. Entries containing any such aspects and/or that are in violation of any applicable law or otherwise deemed by BMW Group Malaysia, in its sole discretion, to be inappropriate will be disqualified. Entries

which infringe on any intellectual property rights or other rights will also be disqualified in the sole discretion of BMW Group Malaysia.

**F.** Each Entry must be submitted on an individual basis only (i.e., no joint or corporate entries).

**G.** Each Entry is an original work which is under no restriction, contractual or otherwise, which will prevent BMW Group Malaysia's use of the film and that all films are free of any and all liens, encumbrances and claims of third parties. Participant acknowledges, agrees and warrants that, except as permitted in paragraph 4 (D) above, nothing in the film infringes on any intellectual property rights including but not limited to copyrights or trademarks, or violates any person's rights of privacy or publicity and that all necessary releases, licences and permissions have been secured by the Participants.

**H.** The Entry shall not include confidential information, trade secrets, trademarks or copyrighted material belonging to any person or entity other than the Participant save and except where the Participant has acquired a suitable license, clearance or permission agreement (proof of which is required upon submission).

**I.** Participants are responsible for securing necessary permissions, talent and location releases and licenses for visual and audio material contained in the submissions. Participants shall only use original music created for their Entry or music that is in the public domain. No other music may be used.

**J.** BMW Group Malaysia and its agents shall not be responsible or liable for any loss, damages, claims costs or expenses incurred in or arising from the production or delivery of the film entries.

**K.** Any entry that does not comply with the above requirements or any other terms herein shall be disqualified.

## **5. Selection of Winner(s)**

Each Entry that is in compliance with these Rules will be reviewed by a panel of judges to be determined by BMW Group Malaysia. The Entries will be evaluated based upon the following factors:

- Originality.
- Creativity.
- Content.
- Story Telling Ability.
- Direction.
- Emotional Pull.
- Outstanding Performances.

ALL DECISIONS OF BMW GROUP MALAYSIA AND THE JUDGES ARE FINAL AND BINDING. No inquiries or appeals shall be entertained.

## **5. Award Sum**

A total amount of Ringgit Malaysia Eighty Thousand (RM 80, 000.00) will be awarded to the Winner(s). The number of Winner(s) and sum awarded to each Winner(s) shall be decided by BMW Group Malaysia Shorties' panel of judges, at their sole and absolute discretion.

The said Award Sum shall be used in funding to make/produce a short film which shall be no more than 20 minutes in length.

**The selected Winner or Winners must complete his/her/their short film(s) on or before 31<sup>st</sup> of July 2019.**

The said Award Sum will be paid to a recognised production company appointed by BMW Group Malaysia that shall work in collaboration with the Winner(s) to make/produce the short film(s). The said Award Sum will be paid to the production company based on budget approvals provided by the production company and pursuant to discussions with the Winner(s).

Any and all rights in the short film(s) produced using the Award Sum and the Winner(s)' Entries shall belong to BMW Group Malaysia.

## **6. Winning and Notification**

The Participants of the Shortlisted Entries and Winner(s) will be announced by December 2018 and be posted on [www.bmwshorties.com.my](http://www.bmwshorties.com.my). The Participants of the Shortlisted Entries and the Winner(s) will also be notified by ordinary mail or by email or on mobile phone, using the address and contact details provided on the Entry Form.

BMW Group Malaysia or its agents will attempt to notify the Winner(s) by ordinary mail or by email or on mobile phone, using the address and contact details provided on the Entry Form. If for any reason the selected Winner or Winners cannot be reached after reasonable attempt has been made, the judges will select other Winner(s) from the Shortlisted Entries and award the Award Sum to these Winner(s).

## **7. Understudy Programme**

The selected Winner(s) must include in his/her/their making/production of the short film funded by the Award Sum, five (5) students from five (5) universities as production assistants which shall be selected by BMW Group Malaysia in the Understudy Programme, at their sole and absolute discretion.

BMW Group Malaysia and its agents will run, manage, and control the recruitment process of the Understudy Programme in the form and manner decided by BMW Group Malaysia.

Should participation from the Contest Winner(s) be required, BMW Group Malaysia and its agents will notify the Winner(s) by email or on mobile phone, using the contact details provided on the Entry Form.

The roles of the five (5) students from five (5) universities recruited as production assistants in the production company of the Winner(s) to be a part of the short film funded by the Award Sum, shall be decided by the Winner(s) and his/her/their production team.

The said Understudy Programme will run for a period of three months during the production period of the short film funded by the Award Sum.

During the period of the Understudy Programme, the Winner(s) shall not be obliged to any kind of payment or fee to the selected production assistants. Any payment or fee from the Winner(s) and/or the production company shall be at their own discretion.

BMW Group Malaysia shall not be responsible for any sum of fee to the selected production assistants and shall not be responsible or liable for any injury to persons, which may be caused, directly or indirectly, in whole or in part, from the Understudy Programme.

## **8. Ownership and License of Entries**

Participants, as the original creators of the Entries, will retain complete ownership of the Entries. Participants warrant that they hold all rights (including intellectual property rights) in and to the animation(s)/image(s)/material(s) in the animation and/or film sequences submitted.

Each Participant grants to BMW Group Malaysia a perpetual, non-exclusive, worldwide, royalty-free license ("**License**") to use, reproduce, edit, distribute, publish, broadcast, stream, make derivative works of and otherwise exploit in any manner and to authorise third parties to use, reproduce, edit, distribute, publish, broadcast, stream, make derivative works of and otherwise exploit in any manner the Entries, including without limitation broadcasting the Entries on [www.bmwshorties.com.my](http://www.bmwshorties.com.my) and/or in connection with any activities carried out by BMW Group Malaysia and/or its affiliated companies.

In consideration of the Award Sum, the Winner(s) shall assign any and all rights, including without limitation copyright, in their winning Entries to BMW Group Malaysia. Further, the Winner(s) agree that BMW Group Malaysia shall own any and all rights in the short film(s) that are produced using the Award Sum in accordance with Clause 7 above. The Winner(s) shall be permitted to use his/her Entries and/or the short film(s) produced using the Award Sum PROVIDED ALWAYS that the prior written consent of BMW Group Malaysia is obtained.

Participant warrants that the granting of the License and BMW Group Malaysia's exercise of such License shall not violate any third-party rights.

Further, Participant waives his/her moral rights in the Entries and agrees that this waiver shall be binding on his/her heirs and/or successors in title.

BMW Group Malaysia reserves the right and power, at its sole discretion, to edit, translate, dub or alter the Entries for, inter alia, size, aspect ratio or running length.

Each Participant's submission of the Entry Form constitutes his/her agreement to the grant of the License and to BMW Group Malaysia's right to edit the Entries as set forth herein.

BMW Group Malaysia will not return any tangible copies of the Entries to the Participants and shall not be responsible or liable for any loss or damage thereof. Participants acknowledge the receipt of adequate consideration from BMW Group Malaysia in exchange for the rights granted herein.

## **9. General Terms and Conditions**

Participation in the Contest constitutes Participant's full and unconditional agreement to and acceptance of these Rules. No purchase is necessary to enter or win, and no obligation of any kind is implied.

Except where prohibited by law, participation in the Contest constitutes the Participant's consent to BMW Group Malaysia's use of the Participant's name, city, state, likeness, photograph, statements made by the Participant about the Contest, BMW Group Malaysia, and/or prize information for promotional purposes in any media without further payment or consideration.

By entering the contest, the participant agrees to release hold harmless indemnify and keep indemnified BMW Group Malaysia, the contest sponsors, their affiliated companies within the meaning of section 6 of the companies act 1965, and their respective officers, directors, employees and agents, as well as the individual judges, from and against any claim or cause of action arising out of participants participation in the contest, including without limitation any claim for infringement of intellectual property rights or receipt, possession, use or misuse of any prize. BMW Group Malaysia reserves the right to cancel or modify this contest for its convenience or if fraud, technical failures or any other factor beyond BMW Group Malaysia's reasonable control impairs the integrity of the contest as determined by BMW Group Malaysia in its sole discretion. Any disputes arising from or relating to the contest or the selection of winning submissions will be resolved by BMW Group Malaysia, in its sole discretion.

BMW Group Malaysia shall not be responsible or liable for any injury or damage to persons or to property, which may be caused, directly or indirectly, in whole or in part, from downloading any material from any BMW Group Malaysia's web sites, regardless of whether the material was prepared by BMW Group Malaysia or a third party, and regardless of whether the material is connected to BMW Group Malaysia's web sites by a hypertext link. All local and national laws and regulations apply.

## **10. Miscellaneous**

Participant agrees that:

(1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, other than the administration of the Contest or the determination of winners shall be resolved individually, without resort to any form of class action, and exclusively by the Malaysian Courts of Kuala Lumpur;

(2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and

(3) under no circumstances will Participant be permitted to obtain awards for and Participant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of Participant on the one hand and BMW Group Malaysia and its agents on the other hand, in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Malaysia, without giving effect to any choice of law or conflict of law rules of provisions, which would cause the application of the laws of any jurisdiction other than Malaysia.

## **11. Sponsor**

The Sponsor of this Contest is BMW Group Malaysia, who has a business address at 3501 Jalan Teknokrat 5, 63000 Cyberjaya, Selangor Darul Ehsan, Malaysia.

## **12. Rules; Winner(s)' List**

A copy of these Rules will be posted at [www.bmwshorties.com.my](http://www.bmwshorties.com.my). Details of the Winner(s), once available, will be posted at [www.bmwshorties.com.my](http://www.bmwshorties.com.my) by December 2018.