



## **OPPO48, 48Hours Participation Agreement 2024.**

OPPO48 is part of the 48Hours film competition and is run by 48Hours with sponsorship by OPPO.

Whoever is Team Leader is the only point of contact for OPPO48, 48Hours. The Team Leader is solely responsible for registration and all contractual obligations. They must be at least 18 years of age. If you are under 18 please put your Guardian's name and let them read this document.

### **Declaration by Team Leader:**

This is an agreement which binds the film team leader and his or her team (documented above in the Registration Agreement), hereafter known as (the "Entrant"), with respect to the Entrant's participation in the OPPO48 section of the 48Hours (the "48 Hours Competition") and the creation of a short film or video (the "Film") pursuant to the terms of the OPPO48 Competition as set out below (the "Terms").

The Entrant hereby agrees to take part in the OPPO48 Competition, being produced by 48Hours and is scheduled to take place on April 20th, 2024.

48Hours is providing the event and guidelines in which the Entrant is taking part; a screening opportunity for the completed work; and a prize for the Winner.

I can confirm that our team leader is a New Zealand citizen or permanent resident.

I have read and acknowledged the 48Hours health and safety policy and acknowledge that my team must have their own policy and comply with the Health and Safety at Work Act 2015.

I understand that by agreeing to the Participation Agreement below I am entering an agreement with 48Hours and acknowledge I need to perform the tasks below to be eligible for this year's challenge:

- Read and understand the rules and FAQs for the competition.
- Submit my completed film (which complies with the rules) and all required paperwork before the hand-in deadline.

The Entrant hereby states that they have read, and agree to abide by, all the OPPO48 Rules and Registration requirements (as set out incorporated on the official 48Hours website). It is understood that 48Hours reserves the right to screen or exhibit only those films/videos which adhere to the Terms.

The Entrant hereby understands that they are solely responsible for all crew, cast, equipment, sets, locations, and other items necessary for participating in the OPPO48, 48Hours competition and all costs, expenses, damages and claims related thereto. The Entrant hereby understands that they are solely responsible for the safety of all cast and crew who participated in the Film.

The Entrant hereby affirms that they will secure all rights to images, sounds and music used in their Film and/or secure any and all talent, crew releases and other releases as required (including but not limited to use of locations, artwork, props etc) (the "Release Form(s)").

The Entrant hereby affirms that such Release Form(s) will allow the Entrant and/or 48Hours to exercise the rights as required and set out in the Rules and will indemnify and save and hold harmless 48Hours from any and all claims, costs, damages, expenses and liabilities arising from the creation, use, participation, exhibition and exploitation (including, but not limited to claims for negligence and other torts, discrimination, fraud, infringement and breach of contract) of the Entrant's Film.

In consideration of 48Hours allowing the Entrant to participate in the OPPO48, 48Hours Competition, the Entrant grants 48Hours and the sponsor OPPO, a non-exclusive license in the Film on the following terms:

- Territory: World
- Initial term: 36 months from delivery of the Film.
- Initial licensed rights: the right to publicise, promote, screen, show, exhibit, broadcast, licence or otherwise exploit or deal with the Film in all media (now known or later invented or devised) as required by 48Hours or OPPO.
- Secondary term and rights: After the initial license period ends, the Entrant grants 48Hours a non-exclusive license to host and share the Film on their online platforms channels, and use it in promotion of the 48Hours competition, in perpetuity.

The Entrant hereby acknowledges that 48Hours may edit or alter their film to suit all possible distribution requirements.

The Entrant hereby acknowledges that if they upload photos to the 48HOURS Facebook group, or another public file-sharing service, these may be used by 48Hours for the purpose of publicity. Credit to the photographer will be given if supplied on the photo itself.

The Entrant hereby acknowledges that participation in OPPO48, 48Hours competition is without remuneration or compensation whatsoever. The consideration for participating in the 48Hours Competition and for the rights as acquired by 48Hours pursuant to this agreement is the screening of the Entrant's completed Film at the conclusion of the Competition; and the possibility, although not the obligation by 48Hours, for future domestic screenings; and the opportunity for publicity or exposure for the Entrant.

48Hours is owned by Timpson Films Ltd, Box 5653 Wellesley St, Auckland NZ.