

AnimeGO! Festival

Short Anime Film Competition

Entry Guidelines

The AnimeGO! Festival aims to promote and celebrate Japanese pop culture in Australia through the means of anime from Japan and through a short anime film competition that will feature a different cultural theme each year; this year's cultural theme is **Hachiko**. The focus of the competition will be on the incorporation of the cultural theme and everyone who enjoys making animation is encouraged to apply.

The guidelines and the terms and conditions that follow contain important information on how to enter an original short anime film in the AnimeGO! competition. Please read the guidelines and terms and conditions provided, and follow all instructions carefully.

COMPULSORY CRITERIA:

1. The 2019 cultural theme of 'Hachiko' must be referenced visibly in the film.
2. The film must demonstrate an influence from Japanese culture.
3. The film must be at least one minute (00:01:00) in length but no more than three minutes and thirty seconds (00:03:30) in length, including titles and credits. The actual film itself, excluding titles and credits, must be at least forty seconds (00:00:40) in length.
4. The film must be made specifically for the purpose of the AnimeGo! Festival 2019.
5. The AnimeGO! Festival 2019 must be the first public screening of the film.
6. The film must not be found to be in breach of Australian copyright law.
7. The film should not exceed the specifications found in the Australian PG rating.
8. The film must comply with the technical specifications provided in this document.
9. Submission must be completed online through an application form before the deadline at 11:59pm (Australian Central Standard Time) on August 31st 2019.

HOW TO ENTER THE COMPETITION

1. Visit the official AnimeGo! website (www.animego.com.au/competition).
2. Click the “Register” button, read and fill out the registration form carefully.
3. Accept the terms and conditions on the registration form.
4. Once this process has been completed, a confirmation email will be sent including ID for this year’s submission required for film application. **RETAIN YOUR SUBMISSION ID**
5. Ensure the short film meets all the specifications outlined in these guidelines.
6. The film must be uploaded with a name containing the submission ID and the name of the film as written on the submission form in the following format [SUBID###-NAMEOFMOVIE].
7. Registrants will receive instructions on how to upload their film entry via email before the submission deadline.
8. Successful submissions will receive a confirmation email within 72 hours from the Japan Australian Friendship Association (JAFA)

NOTE: Entries for AnimeGo! Short Anime Film Competition should only be delivered online and must be in the compulsory format. As such, CD, DVD, Blu-ray, USB or any other device will not be accepted. If you have any queries or problems delivering your film please email competition@animego.com.au.

FILM SPECIFICATIONS

The film must adhere to the PG rating. More information is available at <http://www.classification.gov.au/Guidelines/Pages/PG.aspx>. The following content can cause disqualification at the discretion of the AnimeGo! Festival organisers:

- Overtly sexualised or violent content
- Excessive language (e.g. swearing)
- Copyright material not owned by the creator (you)

Non-English language features **must** include English subtitles.

Container	MP4 or MKV
Resolution	1920 x 1080
Frame Rate	12 fps or 24 fps
Aspect Ratio	16:9
Video Codec	H.264, Progressive Scan (no interlacing)
Video Bitrate	Max: 16 Mbps
Audio Bitrate	Max: 384 kbps
Audio Channels	Stereo

NOTE: It is highly recommended that all submission files are backed up.

WHAT WILL DISQUALIFY A FILM?

1. If the submission fails to include the requirements: submission ID and the name of film as written on the submission form.
2. If a film is submitted as a group exceeding 5 people.
3. The film, including titles and credits, is shorter than one minute (00:01:00) or exceeds three minutes thirty seconds (00:03:30).
4. The film, excluding titles and credits, is shorter than forty seconds (00:00:40).
5. The cultural theme being 'Hachiko' is not included in any capacity in the film.
6. Failure to submit the short film before 11:59 pm (Australian Central Standard Time) on August 31st 2019.
7. The film has been uploaded or screened somewhere publicly, other than the AnimeGO! Festival 2019.
8. The creator(s) have not agreed to the Terms and Conditions.
9. The film has not been submitted online according to instructions in these guidelines and on the website.
10. The creator(s) have distributed the film to any other site, organisation or entity.

AnimeGO! Festival

Terms and Conditions of Entry to the AnimeGO! Short Anime Film Competition

1. Entry

The AnimeGO! Festival is a festival organised and run by the Japan Australian Friendship Association ABN [59 624 182 698] of PO Box 582, Fullarton, SA 5063 (**JAF**A).

To enter the short anime film competition in the AnimeGO! Festival, the creator(s) must do the following:

- Complete the submission form at the Website <http://www.animego.com.au/competition>; and
- Upload the film following the instructions set out on the upload section of the Website <http://www.animego.com.au/competition> by 11:59 pm (Australian Central Standard Time) August the 31st 2019 (Closing Time).

JAF A will have no responsibility for any submission form or the uploading of a film that is incorrect, damaged or late and JAF A will not be obliged to consider such material.

Entry is open to anyone over the age of 18 years or, if under 18 years, the submission must include written permission from his or her parent or guardian. Participants can enter the competition as an individual or as a group. A group must have a minimum of 2 people and cannot exceed the maximum of 5 people. If a group is found to have exceeded 5 people, their entry will be disqualified. A person participating in a group can also submit a film as an individual, but they must be two entirely different films that meet the requirements of the guidelines and terms and conditions of AnimeGO! Film Festival 2019. Officers and employees of JAF A, and all family members of each of them, are not eligible to enter this competition.

2. Binding Agreement

The Creator(s) agrees that by filling in the submission form and uploading a film via the Website, the Creator has formally entered the AnimeGO! Short Anime Film Competition and accepted the terms and conditions contained within the Terms and Conditions of Entry, and the information and instructions contained in the AnimeGO! Festival entry guidelines (all of these are referred to collectively below as the requirements). This will automatically create a legally binding agreement between Jafa and the creator that incorporates these terms and conditions and all the other requirements (**Agreement**).

3. Judging

The AnimeGO! Short Anime Film Competition is a competition on the innovative use of the cultural theme. Jafa will appoint a judging panel to judge the films entered in the AnimeGO! Short Anime Film Competition. This panel will be comprised of industry professionals and Jafa committee members and others (**Panel**). The members of the panel will watch the films and judge them between the 2nd of September and 13th of September 2019. The judges will decide the best twenty (20) films that meet all requirements (**Top Twenty Films**) and then determine the overall best film that will be the winner(s) of the AnimeGO! Short Anime Film Competition (**Winner(s)**). The winner(s) will be announced during the award ceremony at the AnimeGO! Festival. The top twenty films and the ultimate winner(s) will be decided based on judging criteria determined by the panel. The panel will be asked to consider the following categories: Cultural Theme, Innovation, Technical Skills, and Anime Referencing.

The categories will feature these key points:

Cultural Theme: How well has the specified cultural theme been incorporated, referenced or conveyed throughout the animation. If there is no evidence of the cultural reference, then the film will be disqualified.

Innovation: Grade the level of innovation incorporated within the animation focussing on the following aspects, visual style and story interpretation.

Technical Skills: Evaluate to what level of success the Twelve Basic Principles of Animation

have been utilised throughout the animation.

Anime Referencing: Evaluate the quality of Anime references incorporated throughout the animation. These may be subtle or overt and include the following: visual cues, compositional style, anime animation technique and storytelling approaches.

The panel's decision will be final and no communications in relation to their decision will be allowed.

The top twenty films will be screened during the AnimeGO! Festival on [TBA October 2019] or an alternative date specified by Jafa. The creators of those films will be notified of their selection within 12 days of the panel's decision. The top twenty films upon selection may be placed into a people's choice competition which will be announced after AnimeGO! Festival. The creators will be provided with necessary details such as competition platform and prize once they are confirmed.

Jafa reserves the right to exclude any film from the AnimeGO! Short Anime Film Competition at any time (even after its selection as a top twenty film or as the winner(s)) if Jafa reasonably believes that the film does not meet all the requirements or the creator of that film has breached any term or condition, or failed to comply with any warranty or representation given, in the agreement.

4. Prize(s)

The Prize for the competition will be the provision by Jafa of flights and accommodation to Japan worth up to AUD\$2000, in the form of tickets, vouchers or a sum of money of equivalent value to apply to that purpose. If the winner resides outside of Australia, the prize will be the equivalent flights and accommodation to Adelaide, Australia worth up to AUD\$2000. The Prize will be awarded to the Winner(s) at the award ceremony at AnimeGO! Festival. The runner up of the competition will receive a cash prize, the value of which will be decided by Jafa before the festival.

Where the Winner(s) is a group of more than one person, the group must nominate one person to receive the Prize and Jafa will deliver the Prize to that person. The value of the

Prize may be shared between the group as the group shall decide and without reference to Jafa.

In the event that the Winner(s) is under the age of eighteen (18), the Prize will be to the parent, custodian or legal guardian of the Winner(s) as specified in the written permission provided to Jafa pursuant to clause 1 above.

The Prizes are not transferable, exchangeable or redeemable for cash. It is a condition of accepting the Prize that the Winner(s) must comply with any conditions of use of the Prize and the Prize supplier's requirements.

Jafa will determine in its discretion all terms and conditions and other aspects of the Prize, including the airline and other suppliers, the nature of tickets, location and length of stay at accommodation, timing of trip and whether to award tickets, vouchers or a sum of money.

5. General Representations and Warranties

The Creator warrants and represents to Jafa that:

- a) The Creator has the absolute right and authority to accept these Terms of Conditions, and to enter into the Agreement with Jafa.
- b) The film submitted by Creator (**Film**) was made by the Creator solely (unless specified otherwise in the submission form).
- c) The Film complies with the Requirements.
- d) The Film has not been displayed or broadcast anywhere other than the AnimeGO! Festival (online or otherwise).
- e) The Creator has obtained all permissions, licences and consents to use and display all locations and to reproduce and exploit all third party materials and any other results of any third party services that are contained or featured in the film or upon which the Film is based.
- f) The submission form lodged by the Creator is complete, true and accurate in all respects.

- g) The Film does not contain any material that is unlawful or fraudulent, or that may breach any intellectual property, privacy, publicity or other rights, or that may be defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for general broadcast.
- h) The Film is not the subject of any claim or threat of litigation or any formal regulatory action.

6. Intellectual Property Rights

The Creator represents and warrants to Jafa that he or she has all the necessary rights, title, interest, licences, permissions and authorities from all third parties (including writers, actors and the holders of any rights in copyright) to submit the materials submitted via the Website including all material in the submission form and the Film. The Creator further represents and warrants to Jafa that:

- a) the intellectual property rights in the Film have not been assigned, licensed or the subject of any other grant of rights, whether in whole or in part, other than the grants of rights to Jafa in this Agreement;
- b) it has obtained all licences, consents, permissions and releases that may be required in order for Jafa to exercise the rights granted to it in the Agreement and that, without limitation, the Creator owns or has obtained the rights, permissions, licences and consents referred to below:
 - (i) The Creator has obtained from each person or other entity who has in any way contributed to the creation of the Film, including all writers and musicians (**Contributors**) full written licences and consents to use the works and other subject matter that have resulted from the services or other contributions of each Contributor to the Film (**Contributor Materials**) that will enable Jafa and its assignees and licensees to exercise all rights granted in this Agreement including, without limitation, the right for Jafa, its assignees and licensees, to edit, alter and reproduce the Contributor Materials in any manner or context;

- (ii) The Creator either owns all rights to the sounds, music and lyrics that make up the soundtrack of the Film or has obtained all necessary licences, consents and permissions to permit JAFa and its assignees and licensees to exercise all rights granted in the Agreement; and
- (iii) The Creator has obtained the written consent of each performer in the Film to be part of the Film on the basis that the Film will be publicly screened and may also be broadcast and otherwise disseminated throughout the world.

7. Licence to JAFa

- a) The Creator grants to JAFa and its assignees and licensees an exclusive, royalty-free, worldwide, transmissible, perpetual and irrevocable licence, to copy, transmit, modify, adapt, broadcast, display, publish, translate, create derivative works from, distribute, sublicense and use in any manner all information, data, works and other subject matter including the Film and all other materials provided to JAFa (collectively the **Submitted Materials**).
- b) The licence granted to JAFa and its assignees and licensees in paragraph 7(a) above (**Licence**) will remain exclusive until the earliest to occur of the following:
 - (i) where the Film is not included in the Top Twenty Films selected by the Panel then the Licence will cease on 23 December 2020;
 - (ii) if the Film is one of the Top Twenty Films screened at the AnimeGO! Festival then the Licence will remain exclusive until 23 December 2020 at which time the Licence will convert to a non-exclusive licence that is otherwise on the same terms and conditions as the Licence; and
 - (iii) if the Creator is the Winner(s) then the Creator's Film will remain the subject of the exclusive Licence on an exclusive basis in perpetuity.
- c) The Creator agrees that the Licence will include the right for JAFa and its licensees and assignees to edit the Film, to insert subtitles in the Film and to dub the Film soundtrack in any way that JAFa considers to be appropriate whether for the purposes of screening at the AnimeGO! Festival, for broadcast, for online distribution or otherwise anywhere in the world.

8. Publicity

The Creator agrees that Jafa, its assignees and licensees may use the name, likeness and biography of the Creator in any publicity for the AnimeGO! Festival and for any subsequent festival and in any related events without the need for any remuneration or further permission or consent. The Creator warrants and represents that he or she has obtained written agreement from each Contributor and each other individual performing in the Film to Jafa having and exercising such rights in relation to such person.

9. Moral Rights

“Moral Rights” has the meaning given to this expression under Part IX of the Copyright Act 1968 (Cth) or under any similar legislation in any jurisdiction worldwide.

The Creator:

- a) agrees that Jafa, its assignees and licensees, may do or omit to do anything which may infringe any and all Moral Rights of the Creator including by editing, altering and adding to the work or other subject matter of the Creator including the Film and using that material with or without attribution and the Creator consents to these actions by Jafa and its assignees and licensees, in any manner or context, in perpetuity throughout the world; and
- b) warrants and represents that the Creator has obtained the written consent of each Contributor to Jafa, its assignees and licensees, doing or omitting to do anything which may infringe any and all Moral Rights of the Contributor including by editing, altering, and adding to the Contributor’s Material and such consents given are to the full extent permitted under the Copyright Act 1968 (Cth).

10. Further Rights of Jafa

Jafa may, at its sole discretion, disqualify a film from the AnimeGO! Festival if Jafa has reason to believe that the film fails to meet any of the requirements.

JAFa reserves the right, at any time, to verify the validity of any submission in the AnimeGO! Short Film Competition and Creator's details (including Creator's identity, age and address). JAFa may accept errors and omissions at its discretion. A failure by JAFa to enforce any of its rights at any stage does not constitute a waiver of those rights.

11. Credits

If a film is one of the Top Twenty films screened at the AnimeGO! Festival then, without limiting the rights granted by the Creator to JAFa under these Terms and Conditions, the Creator of that Film must ensure that JAFa is given a screen credit in a form reasonably specified by JAFa in all future copies of that Film distributed by the Creator, or an assignee, licensee or successor of the Creator after the Festival.

12. Indemnification by Creator

The Creator must fully and effectively indemnify JAFa and hold it harmless from any damages, liabilities, losses, costs, expenses, obligations and claims (including, without limitation, legal costs and disbursements on a "solicitor/client" basis) arising out of or in connection with:

- a) any failure by the Creator to comply with any of its obligations under these Terms and Conditions; and
- b) any breach by the Creator of any of the representations and warranties provided in these Terms and Conditions, including, without limitation, those representations and warranties set out in clauses 5, 6 and 9 above.

13. Assignment and Novation

JAFa has the right to assign or novate any or all of its rights and obligations under these Terms and Conditions, to any third party. The Creator may not assign or novate any or all of its rights and obligations under these Terms and Conditions and any purported assignment of any of those rights and obligations will be invalid.

14. Further Actions

The Creator agrees to execute all additional documents and do all things reasonably requested by Jafa to give effect to the provisions of these Terms and Conditions to ensure that Jafa is able to fully exercise all rights granted to Jafa in these Terms and Conditions, which will include without limitation, executing any documents required to register and protect anywhere in the world the copyright and/or other intellectual property rights in, or related to, the Film.

15. Limitation

In the event of any breach or alleged breach of this Agreement by Jafa, the Creator's sole remedy will be limited to the right, if any, to recover monetary damages in an action at law, and in no event will the Creator be entitled to terminate this Agreement or to seek or receive any other remedy including, without limitation, any injunction or other equitable relief.

16. Jurisdiction

The Agreement that is created by these Terms and Conditions is created in South Australia, Australia and is governed by the non-exclusive jurisdiction of the courts of South Australia.

17. Interpretation

In interpreting this document:

- a) A reference to a person includes a reference to a corporate body or other legal entity;
- b) When referring to the singular, this includes the plural and vice versa.
- c) The use of the words "included" and "including" does not limit the words preceding them.
- d) Terms and Conditions subject to change, prior to the given submission dates of August 31st 2019.

Appendix A – Glossary

Hachiko

The theme of this year's competition is Hachiko. Based on a true story, Hachiko is a dog who is well known for his loyalty to his owner. Hachiko was adopted as a puppy and loved picking up his owner at the train station every afternoon when the owner returned from work. Hachiko and his owner were the best of friends. However, one sad day, his owner passed away at work. Hachiko, unaware of his owner's death, continues to return to the station every day in hope that one day, his owner would return. Hachiko faithfully kept waiting for his owner for the next 10 years until he finally passed away. Hachiko's faithfulness over those 10 years has moved many passers-by at the station and eventually became a national icon that symbolises loyalty, love and devotion.