



## Competition Rules & Terms and Conditions

### 1. Competition Schedule

- i. The Offline footage will be available from 27 October 2010 on disc from the following pick-up points:

**JHB** – General Post Offices, Block C Stonewedge Office Park, 1 Wedgelink road, Bryanston  
**CT** – 7Films Offices, Unit 311, Old Castle Brewery, Beach Road, Woodstock, Cape Town.

- ii. Entries must be submitted on disc via the following submission points:

**JHB** – General Post Offices, Block C Stonewedge Office Park, 1 Wedgelink road, Bryanston  
**CT** – 7Films Offices, Unit 311, Old Castle Brewery, Beach Road, Woodstock, Cape Town.

- iii. Your ad (video clip) entry into the Competition will only be accepted before 17h00 on 12 November 2010 ("Competition Entry Period").

### 2. To Enter

To enter an ad into the Competition go to [www.generalpost.co.za](http://www.generalpost.co.za) complete the online entry form and get more information. Become a fan on our Facebook page to get inside info and tips from our director and a senior commercials editor ([www.facebook.com/Generalpost](http://www.facebook.com/Generalpost)). By entering you agree to abide by the Competition Rules and Terms & Conditions.

Submissions that do not adhere to the foregoing and following requirements, will be void and will not be considered in the judging of this Competition.

Please ensure that you keep your original video, audio and images.

### 3. Submission. Format, Judging and Content Requirements

#### i. The Brief

General Non Linear Post cc (the "Organiser") will supply a disc with the offline footage, selected music tracks and technical specs via our pick-up points in Johannesburg and Cape Town as well as additional information posted on our website and Facebook pages for you to use in the execution of your ad. Simply collect your disc, see our website and facebook page and get busy creating your PSA.

The Organiser is looking for an ad that showcases your creative genius and technical expertise. It should be entertaining and memorable something that makes you stand out as South Africa's Next Top Editor!

All valid submissions will be submitted to our panel of judges for consideration.

ii. **What's in it for you?**

Apart from having fun, letting your imagination run riot and having the opportunity to cut an ad from world-class, purposely shot footage, you could win a Final Cut Pro 7 101 course worth R6 950 from training guru's Purple Mouse an internship with top commercials post-production house, Aces Up and a paid job from 7Films! In addition your Ad will get R250 000 worth of airtime on international TV and will be submitted to all the major competitions globally by Ireland Davenport giving you the opportunity for global exposure.

iii. **Who is the entrant?**

The person submitting the entry will be deemed the "Entrant". The Entrant is the one person who is the authorised and referenced registrant of a Competition Submission and the email address associated with that Submission. The entrant must be an aspiring editor with less than 5 years professional experience in the Film and TV industry.

iv. **What are the Judging Criteria?**

All Submissions will be judged according to the following criteria ("Judging Criteria") and each section carries the following weighting towards your Submissions total score:

- **Creativity** - Is the idea/concept unique and innovative?
- **Execution** - How awesome are your editing skills?
- **Relevance to the Brand** - Does the ad enhance or establish the image of the brand and product?
- **Overall Experience** - Does the ad capture and engage? Does it get your attention and is it something to talk about?

Each category is given a score from 1 to 10 (10 = superstar, 1 = black hole).

v. **What Are the Rules?**

They say that rules are made to be broken, but don't break these rules or your entry won't get into the South Africa's Next Top Editor Competition.

vi. **3.5.1 Why 45/60 Seconds?**

Your ad must be exactly 45 or 60 seconds in length - no more, no less. You could make the best ad ever, but if it's not exactly 45 or 60 seconds, we won't be able to use it. You may enter a 45 second and a 60 second cut.

vii. **File Format**

The following formats are acceptable: .mov, .avi,

viii. **File Size**

Your submission must fit onto a disc, CD/DVD.

ix. **How Many Times Can You Enter?**

You may enter a total of three submissions of each length into the Competition.

x. **Submission Language**

Your Submission must be English.

xi. **Submission Deadline**

Submissions may be made via the above mentioned drop-off points. You can submit your ads from 1 November 2010. Please ensure that your Ad reaches us by no later than 17h00 on Friday 12 November 2010. No entries will be accepted after 17h00 on 12 November 2010. No exceptions.

xii. **Age Restriction**

There is no age restriction! You can be young or just young-at-heart! As long as you have had less than 5 years professional industry experience as an editor you are eligible for entry.

### xiii. Content

- **Your Submission must only feature the footage provided**

Each Submission must not refer to any other company or party. The Submission must not contain or reference any third party trademark. Also, the Submission must not contain or reference any names or third party logos.

- **Your video may not contain any copyright material**

Each Submission must not contain any copyrighted works (other than that owned by the Entrant, or the assets provided by the Organiser for use by Entrants in connection with this Competition).

In particular, you may not incorporate elements of audiovisual works made by other users of the Website. All elements appearing in Entrant's Submission, including without limitation music, audio, speech, voiceovers, stills, video, supers, or other audiovisual materials used must be entirely original and created by the Entrant, be in the public domain, or be provided by the Organiser.

Use of any elements, including without limitation music, audio, speech, voiceovers, video, stills, visuals, or other materials that are not original, in the public domain, or provided by the Organiser may result in the disqualification of the Submission, at the Organiser's sole discretion. Don't say we didn't warn you.

**Your ad must be acceptable to be viewed in the professional Post Production Sphere.**

### xiv. Taste & Decency

Please make sure that your Ad does not contain any offensive content or it will not be approved by the administrator.

Please don't mislead the audience about Mineseeker. For example, don't claim that Mineseeker represents fed-up mine workers – it just isn't true and therefore your Ad won't see the light of day.

Don't offend or harm any group, religion, race or individual. Remember, this is your opportunity to fast-track your career and nobody has ever succeeded by annoying potential clients and employers.

Be careful when editing not to create a stroboscopic nightmare of flashing lights and images. Some of our judges are epileptic and it might set off an attack which would definitely NOT improve your career prospects.

Please stay away from Livetype and other cheesy and overused effects. The idea is to showcase YOUR skills. This is after all an offline cut which may be graded and onlined should you reach the finalist stage of the competition.

And don't %&\$#ing swear! Unfortunately we can't even have beeps.

Just so we are 100% clear and to ensure all your hard work pays off, please make sure that your ad is not obscene, nor indecent. It should NOT include any of the following:

- Defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group).
- Threats to any person, place, business, group or world peace.
- Invasion of privacy or other rights of any person, firm or entity.
- Violation of applicable laws and standards.

Still uncertain? Take a look at the official Advertising Standards Authority of South Africa (ASA) Guidelines [http://www.asasa.org.za/Default.aspx?mnu\\_id=11](http://www.asasa.org.za/Default.aspx?mnu_id=11)

xv. **Moderation**

**PLEASE BE PATIENT AND ALLOW TIME FOR US TO REVIEW YOUR SUBMISSION.**

If your Submission does not adhere to these Competition Rules, the Organiser will endeavor to inform you by email that your Submission has been rejected and the reason why. You may have the opportunity to amend your Submission and resubmit it before 17h00 on 12 November 2010. The Organizer may, in its sole discretion, remove, delete and/or disqualify Submissions deemed to be inappropriate or otherwise non-compliant.

All Submissions will be reviewed for content before being published or judged; however, such review does not relieve the Entrant from responsibility for compliance with these Competition Rules. If you made it, you're responsible. Submissions that do not comply with these Competition Rules or that otherwise contain prohibited, or inappropriate content as determined by the Organizer, in its sole discretion, will be rejected and will not be considered. The Organizer's decisions as to which Submissions are eligible to take part in this Competition are final. No correspondence will be entered into.

**THE ORGANISER RESERVES THE RIGHT TO MAKE ANY NECESSARY CHANGES TO SUBMISSIONS AT ITS SOLE DISCRETION AT ANYTIME DURING THE COMPETITION. Nuff said...**

**4. Who Can Enter?**

Any South African resident who is studying or working as a professional in the Film and Television industry and has less than 5 years professional experience as an editor.

**5. Judging and Selection of Finalists**

All Submissions will be judged according to the Judging Criteria set out in these terms and conditions. The judges' decision is final and binding on entrants and no correspondence will be entered into.

**i. How Are The Finalists Selected?**

The pre-judges will put together a shortlist of finalists based on the criteria. Pre-Selection of the submissions (i.e. those that make it into finals) will take place from 15-19 November 2010 by representatives of general Post and Aces Up. The shortlist will be given to the Guest Judges to score.

**ii. How does the Judges Scoring System Work?**

Each judge will score each criterion from 1-10 (1 being the lowest - 10 being the highest). The points are then added up and the total score is given out of 40.

**Example:**

**Judge 1**

- Creativity - score = 5 / out of 10
- Execution/technical skills - score = 7 / out of 10
- Relevance to the Brand - score = 4 / out of 10
- Overall Experience - score = 8 / out of 10
- **Total Score = 24 / out of 40**

Then the 4 Judges' scores are added together to form a Final Score out of 160

**Example:**

- Judge 1 score = 24 / out of 40
- Judge 2 score = 36 / out of 40
- Judge 3 score = 20 / out of 40
- Judge 4 score = 32 / out of 40
- **Total = 112 / out of 160**

### iii. **How is The Winner Selected?**

10 finalists will be chosen by General Post to be submitted to our judges. Each finalist will get the opportunity to interact with the judges in an agency/client approval to be held at the Aces Up facility in Bryanston, Johannesburg.

Please note that if you are entering from anywhere outside of Johannesburg and your submission is chosen as one of the finalists you will need to organise your own transport and accomodation in order to attend the final approval.

All 10 finalists will get the opportunity to grade their submissions at The Bladeworks during the week of 29 November to 5 December 2010.

Again please note that if you are entering from anywhere outside of Johannesburg and your submission is chosen as one of the finalists you will need to organise your own transport and accomodation in order to attend the final grade

Once each finalist has had their approval and grade, the submission that receives the highest score out of 160 will be deemed the Winner of the competition.

The Organiser will make every effort to notify the winner. However, in the event that the winner cannot be contacted by 08 December 2010 their prize will be forfeited. Keep your phone on and your email open! In the event that the Organiser is unable to notify the winner, their prize will be awarded to the second placed finalist.

In the unlikely event that Judges' scores result in a tie, the tied Submissions will be re-judged by the Guest Judges based on the Judging Criteria stated above. All Finalists are subject to verification, including without limitation, verification of eligibility and compliance with these Competition Rules. If attempted notification is returned as undeliverable, if a Winner cannot be verified, or if a Winner is otherwise unable to accept a prize, the prize will be forfeited. The bottom line is that you must stay contactable!

Entrants agree that the Organizer has the sole right to decide all matters and disputes arising from this Competition and that all decisions of the Organizer are final and binding. The Winner, by acceptance of the Winning Prize, agree to indemnify and hold harmless the Organizer, as well as its respective partners, parent and subsidiaries, and each of their employees, representatives, contractors, advertisers and Organizers from any and all liability, loss, damage, cost or claim related to any allegation regarding the acceptance or use of their prize, including but not limited to the airing of the commercial Submission.

## **6. Agreement to Terms of Submission**

**And now for the legal stuff. Please read it all carefully.**

As conditions of entry into this Competition, and by submitting an entry, you, the Entrant:

- Warrant and agree that you own all rights to the Submission you are entering in this Competition, including, without limitation, the ad or digital recording, and the performance contained in each Submission, with the exception of any footage, music and brand assets provided by the Organizer for use by entrants in connection with this Competition;
- Agree that you will only use the assets provided by the Organizer for the purpose of creating your Submission and that you will not otherwise make any unauthorized use of such assets for your own or any commercial purpose;
- Agree you will not use any of the assets provided by the Organizer in such way that it is defamatory to the Organizer or the Mineseeker brand;
- Warrant and agree that your Submission(s): (a) is (are) original to you and have been legally obtained and created and (b) do not infringe the intellectual property, privacy or publicity

rights or any other legal or moral rights of any third party, or (c) violate applicable laws, regulations, or network standards;

- Agree that your Submission may be adapted, edited and/or modified or removed at anytime by the Organizer during the Competition without your permission for the purposes of the Competition (including any related intellectual property dispute or proceedings);
- Irrevocably assign with full title guarantee to the Organizer and its parent and subsidiaries, legal representatives, assigns, agents and licensees, all rights, title and interest in the Submission, including your name, address, image, voice, likeness, statements, biographical material, including, but not limited to, the ad or digital recording and performances contained in any of the above items (in each case, as submitted or as edited/modified in any way by the Organizer, in the Organizer's sole discretion), as well as any additional photographic images, video images, portraits, interviews or other materials relating to you and arising out of your participation in this Competition (with or without using your name) (collectively, the "Additional Materials") in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party;
- Forever waive any rights of privacy, intellectual property rights, and any other legal or moral rights that may preclude the Organizer's use of your Submission or Additional Materials, or require your permission for the Organizer to use them for any purpose, and agree to never sue or assert any claim against the Organizer's use of the Submission or Additional Materials;
- Agree to indemnify and hold harmless the Organizer and its respective parent and subsidiaries, officers, directors agents, partners and employees from any and all claims that any commercial advertising, presentation, web content or any other material subsequently produced, presented and/or prepared by or on behalf of the Organizer infringes on the rights of the Entrant's work as contained in any Submission; and
- Agree that in the event of a dispute regarding the identity of the Entrant, the dispute will be resolved in favor of the individual who is the authorized holder of the registered email address or cellphone number (based upon information submitted at the time of registration for this Competition) when the submission was created. The authorized email account / cellphone holder is defined as the natural person assigned an email address by an Internet access provider, online service provider, or other organization (i.e., business, education institution) responsible for assigning email addresses for the domain associated with the submitted email address. The Organizer shall not be liable for any disputes between collaborators arising under or related to the Competition.

## **6. Limitations of Liability & Responsibility**

No liability or responsibility is assumed by the Organizer resulting from any Entrant's participation in or attempt to participate in the Competition or ability or inability to collect, download and submit any information in connection with participating in the Competition.

No responsibility or liability is assumed by the Organizer for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Competition: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the online platforms in whole or in part for any reason; traffic congestion on the Internet or the Facebook channel; unauthorized human or non-human intervention of the operation of the Competition, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Competition, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Competition.

The Organizer is not responsible for any typographical errors in the announcement of prizes or these Competition Rules, or any inaccurate or incorrect data contained on the Website.

Use of the website and Facebook page is at user's own risk.

The Organizer is not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Competition, use of the Website or the download of any information from the Website. By participating in the Competition, to the extent permissible by law the Entrant indemnifies and holds harmless the Organizer from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Competition. Nothing in this clause shall act so as to exclude the Organizer's liability for death or personal injury, The Organizer is not liable in the event that any portion of the Competition is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Should a Force Majeure Event occur, the Organizer may, but is not obligated to, exercise commercially reasonable efforts to air the winning clips at another time or make a reasonable substitution in its sole discretion. The indemnity referred to in these terms and conditions will cover the Organizer, its parent, subsidiaries and employees, directors and officers of such companies.

All Entrants must have a valid email address and cellphone number.

If for any reason the Competition is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, the Organizer reserves the right, at its sole discretion to cancel, modify or terminate the Competition.

The Organizer reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Competition or any Organizer website; (b) violating the Competition Rules; (c) violating the terms of service, conditions of use and/or general rules or guidelines on the Website, or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

The Organizer reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Competition will not bring the Organizer or the Doritos brand into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Competition as determined by Organizer in its sole discretion. In the event the Organizer is not satisfied with the above following such due diligence, the Organizer reserves the right to disqualify any such Finalist.

By entering into the Competition, all Entrants agree to participate in related and reasonable publicity without further recompense.

The Organizer's decisions are final and binding, and no correspondence will be entered into.

Prizes are as stated. There are no other alternatives to the stated prizes and unless otherwise agreed in writing by the Organizer, the prizes will only be awarded directly to the winners. Any personal data relating to participants will be used in accordance with current South African data protection legislation and will not be disclosed to a third party (other than the Organizer's authorized agents for the purposes of running the Competition) without the individual's prior consent. Where a participant opts in to receiving marketing information from third parties, it is likely that the participant will be contacted by Doritos partners, with details of special offers in relation to their products.

The Competition and these Competition Rules are governed by the laws of South Africa. By taking part in the Competition you agree to submit to the exclusive jurisdiction of the courts of South Africa.

All third party trademarks are the property of their relevant owners. All rights reserved.

The winners will be announced at the event on the 14 December 2010 and on the website [www.generalpost.co.za](http://www.generalpost.co.za) as well as contacted telephonically via cellphone number provided in

the registration form, if the cellphone number does not exist nor belong to the person that entered, the prize will be forfeit to the second placed winner.

The prize is not transferable.

The entrant gives permission for his/her name to be placed on Facebook, Twitter, the General Post website and assorted other media platforms without expecting any payment.

These terms and conditions form part of the SA's Next Top Editor Competition terms and conditions and should be read in conjunction with these.