

Breakthrough Brits 2018 – Terms and Conditions

These terms and conditions apply to the 2018 Breakthrough Brits initiative (the “Initiative”) and any content you submit to BAFTA in support of your application (as described below). Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms and Conditions, please do not apply for the Initiative or submit any content. By submitting an application you will be deemed to have accepted these Terms and Conditions. If you have any questions on the Terms and Conditions, please contact breakthrough@bafta.org.

ENTRY PROCEDURE

You (or your nominated representative) may apply to the Initiative by submitting a completed online entry form together with your CV, a showreel and any supporting materials as required. Your application form and your supporting materials are together referred to in these terms and conditions as the "Content". If you submit an incomplete application form or you fail to submit a CV **and** the requested supporting materials by the closing date you will not be eligible for consideration in the initiative. The deadline for completed applications is 5pm on Monday 21st May 2018.

WHO CAN ENTER

Anyone who is over the age of 18 on November 1 2018, British, and a primary resident of the UK may apply. You must be able to demonstrate if requested that you are a resident of the UK for the entire duration of the Initiative. In addition, you must satisfy the applicant experience criteria set out below.

ENTRANT EXPERIENCE – FILM AND TV

We are looking for candidates who:

- Are British and will be aged 18 or over on 1 November 2018.
- Are resident in the United Kingdom.
- Are making a name for themselves as a performer or in a craft specialism within the film and/or television industry.
- Have a professional credit on a piece of work that has been, or will be:
 - theatrically released in the UK;
 - broadcast on a UK television channel;
 - commissioned and broadcast by an online broadcaster

between August 2017 and August 2018, or is reasonably expected to at time of application.

- If writers, producers, performers or directors working in scripted, have, at the time of application, completed at least one, but no more than two, projects on which they had a lead role.
- If producers and directors working in factual and non-scripted (this includes producer/directors, series producers, multi-camera and gallery directors and development producers) have, at the time of application, completed at least one project on which they had a lead or impactful role.
- If from any other craft area (in factual or non-scripted in any role), have, at the time of application, completed at least one project on which they had a lead or impactful role.

ENTRANT EXPERIENCE – GAMES

We are looking for candidates who:

- Are British and will be aged 18 or over on 1 November 2018.
- Are resident in the United Kingdom.
- Are making a name for themselves in their field within the games industry.
- Have a professional credit on a piece of work that has been, or will be, published or released in the UK between August 2017 and August 2018, or is reasonably expected to at the time of application.
- Have completed, at the time of application, at least one project on which they had a lead or impactful role.

OPENING DATE

You can upload your Content to the Website from 9am on Monday 12 March 2018.

CLOSING DATE

All Content must be received by us via the Website no later than 5pm on Monday 28th May 2018. Please take into account the time it might take your content to be uploaded to the Website - don't leave it too late!

WHEN WILL I KNOW IF I HAVE BEEN SELECTED?

BAFTA will contact you the w/c 24 September 2018 if you have been selected as a Breakthrough Brit. The successful Breakthrough Brits will be announced in Autumn 2018.

WARRANTIES

You represent, warrant and agree that:

1. You are the owner of all the rights in the Content or you have sought and received written permissions from owners of all materials featured in the Content, there are no disputes regarding ownership of the Content and you have the full authority to submit the Content.
2. No Content (or part thereof) submitted by you will:
 - (a) be false or misleading or omit information that should be disclosed by you or which infringes the copyright, moral right, performing rights, rights of privacy, trade mark or other proprietary right of any third party;
 - (b) constitute a misuse or unauthorised disclosure of any confidential information belonging to a third party;
 - (c) contain software viruses or any other computer code, files or programs designed to affect the functionality of any computer software or hardware or telecommunications equipment;

INDEMNITY

You indemnify BAFTA against all claims, costs proceedings, demands, losses, damages, expenses, including legal costs or liability whatsoever arising directly as a result of any breach by you of any representations, warranties or other terms contained or implied in this Agreement.

PUBLICITY

By entering the Initiative, you agree to be named in the media and to participate in as many promotional and press activities as possible before, during and after the event, including:

1. Media interviews
2. Photo opportunities

If you're one of those selected as a Breakthrough Brit 2018, we expect you to attend the announcement reception – Autumn 2018.

We ask that you do not make any announcement or issue any publicity in relation to the Initiative without our knowledge.

If you are selected as a Breakthrough Brit 2018, you will be permitted to describe yourself as such for the year following the date of the initiative. No other use of any BAFTA intellectual property (including trademarks and other logos) is permitted without BAFTA's prior written approval.

INSURANCE

BAFTA cannot take responsibility for any loss or damage to the Content or the materials on which the Content is delivered to us – you provide all such delivery materials to us at your own risk.

We cannot return any of the Content materials to you so please ensure that you keep copies of all materials delivered to us as part of your submission.

DECISIONS

The Sub-Committee and Jury decisions in all matters regarding the Initiative and the shortlist and finalists are final and no correspondence will be entered into.

MISCELLANEOUS

BAFTA accepts no responsibility for:

Lost, late, incomplete or undelivered applications, notifications or communications; showreels not labelled with entrants job role; or

Any event which may cause the Initiative to be disrupted or corrupted. We will use our reasonable efforts to ensure that our website is available during the period for submission of applications but we make no guarantees and accept no liability for any failure in the availability of our website.

Proof of submission of Content shall not be proof of receipt. Receipt time will be based on time clocked on the BAFTA website server.

BAFTA reserves the right at its sole discretion to:

- Disqualify any individual who tampers with the entry process including but not limited to any unauthorised use of any computer program, script, or any other device or methodology or process intended to automate any aspect of the entry and voting process or engineer any result of voting.
- Cancel, terminate, modify or suspend the initiative.
- Amend these terms and conditions where reasonably necessary. We will post a notice on the website of any such amendments but your continued use of the website will be deemed to be acceptance by you of any such changes.

You release and hold BAFTA from any and all liability and any injuries, loss or damage of any kind arising from or in connection with this initiative to the extent permitted by law.

By entering the initiative, you give BAFTA permission to contact you from time to time with essential updates about the Initiative and, of course, contact you if you've been selected.

GOVERNING LAW

These terms and conditions shall be governed by and in accordance with the laws of England and each party submits to the exclusive jurisdiction of the English courts.