
'Files on film' 2013 Entry form

**Please print this form and complete in black ink using CAPITAL LETTERS.
Each Film entered must have a separate entry form.**

ENTRANT'S FULL NAME: _____

ENTRANT'S DATE OF BIRTH: _____

ENTRANT'S EMAIL ADDRESS: _____

FILM TITLE: _____

YOUTUBE URL (in full): _____

RUNNING TIME (maximum of 3 minutes including titles and credits): _____

LANGUAGE (if not English must be subtitled): _____

THE NATIONAL ARCHIVES DOCUMENT REFERENCE(S) (Film must relate to at least one document from the selection at www.nationalarchives.gov.uk/filesonfilm):

BRIEF SYNOPSIS (100 words max): _____

PRODUCTION CREDITS (please give full names):

Director(s): _____

Producer(s): _____

Writer(s): _____

Cast (names and character names where applicable):

Names and roles of any other crew or contributors (if applicable):

PRIMARY CONTACT DETAILS

(all correspondence will be sent to this individual by email in the first instance)

Full Name: _____

Email: _____

Address: _____

Mobile number _____

Alternative phone number _____

You hereby acknowledge and agree by ticking the boxes and signing below as follows:

(please tick)

1. You have read, understood and accepted and you agree to comply with the Terms and Conditions of Entry attached to this entry form and the YouTube [Terms of Service](#) and [Community Guidelines](#).

2. You acknowledge that you are entering into a legally binding agreement with The National Archives and that if your Film is selected for the Shortlist, The National Archives will have the exclusive right to exhibit the Film for one year until 31st October 2014 and you will not therefore exhibit the Film yourself in any media or license the Film to any third party as specified in the Competition Notice.

3. You have all consents and authorisations necessary to enter this competition and to license the Film to The National Archives in perpetuity, including the consent of all people featured in or contributing to the Film, and you warrant that the Film does not infringe the copyright or any other rights of any third party.

4. You are over 18 years of age.

Name of Entrant: _____

Signature of Entrant: _____

Date: _____

Scanned entry forms must be emailed with a live URL link to your Film on YouTube to: filesonfilm@nationalarchives.gsi.gov.uk, to arrive before 12midnight BST on 24th September 2013.

Files on Film Competition Notice & Terms & Conditions of Entry

Please read carefully. By signing the competition entry form you are agreeing to be bound by these terms and conditions. These terms and conditions display the rules specific to the 'Files on film' competition supplementary to The National Archives Standard Competition Terms and Conditions as published on The National Archives Website at the web address: www.nationalarchives.gov.uk/news/terms-and-conditions.htm.

In the event of discrepancy between these and the Standard Competition Terms and Conditions, this notice shall prevail.

1. Entering the Competition

- 1.1. The competition opens at 9am BST on 25th June 2013 and closes at 12midnight BST on 24th September 2013. Entries received after the deadline will not be considered.
- 1.2. How to enter:
 - 1.2.1. Short film entries (known from now on as the "Film") must be uploaded to YouTube. Entries must then be submitted in the form of an email containing a link to the Film on YouTube and a completed, scanned copy of the Entry form.
 - 1.2.2. The National Archives accepts no responsibility for any Entry Form or Film that is late, damaged or corrupted.
 - 1.2.3. All entries must be submitted through YouTube. Entries must comply with the YouTube [Terms of Service](#) and [Community Guidelines](#) to be eligible to enter.
 - 1.2.4. You must be over 18 years of age to enter a film into the competition.
- 1.3. You may submit more than one film to the competition provided that each film is submitted with a separate entry form.

2. Film Specifications

- 2.1. Entries must abide by the following to be eligible:
 - 2.1.1. The duration of the Film entered must not exceed 3 minutes including titles and credits.
 - 2.1.2. Entries must be based on, or inspired by one or more of the 10 documents from The National Archives as detailed at www.nationalarchives.gov.uk/filesonfilm.
 - 2.1.3. Each entry must include The National Archives document reference it relates to in the opening title. This should be in the format as it appears on The National Archives website e.g. HO 205/4).
 - 2.1.4. Non-English language films must include English subtitles.
 - 2.1.5. The competition is open to short films of all production techniques, including animation, documentary, drama, experimental or artist film and hybrid work.

2.1.6. The Film may not contain libellous, sexually explicit, unlawful, or other inappropriate content. The National Archives reserves the right to refer inappropriate content to the relevant authorities.

3. Judging of the Competition

3.1. A shortlist of entries will be decided by an initial panel of staff from The National Archives.

3.2. If selected to be shortlisted, you will be contacted by email and asked to provide the following:

3.2.1. Signed permission forms from all actors in the Film to agree to their image and performance being used. These forms will be provided by The National Archives if the entry is selected for shortlisting..

3.2.2. If any actor appearing in the Film is a minor, signed consent forms from the minor's parent or legal guardian. These forms will be provided by The National Archives if the entry is selected for shortlisting.

3.2.3. Signed confirmation that you are the original creator of the Film. These forms will be provided by The National Archives if the entry is selected for shortlisting.

3.2.4. If the Film includes third party copyright content, including images, music and text, signed licences from the rights owners giving The National Archives authority to use the Film as it sees fit must also be received. These permissions must cover the future use of the material by The National Archives (see section 4). The Film must not infringe the rights of privacy, copyright, trademarks or other intellectual property rights of any person or organisation.

If any of such forms and confirmations are not provided within the time period specified in the email, the entry will not be included in the final shortlist. You are responsible for any costs associated with gaining the necessary permissions required:

3.3. The National Archives reserves the right to refuse any entry at its sole discretion.

3.4. No film containing advertising material (e.g. to promote a product or service) will be accepted.

3.5. Entrants identified for shortlisting will be informed by 4th October 2013 and required to submit supporting paperwork to be eligible to be shortlisted (see section 3.2). Entrants that are not identified for shortlisting will not be contacted.

3.6. The prizes are sponsored by the Friends of The National Archives. They are as follows and will be awarded in pounds sterling by cheque. One single prize of each of the following amounts is available: Winner £450, Runner up £200.

3.7. Prize winners will be announced by email and on The National Archives website no later than 31st October 2013.

3.8. Prizes will only be awarded to one film per entrant.

- 3.9. The shortlist of entrants (see 3.1) will be judged by a second judging panel which consists of at least: one member of [The National Archives Executive team](#), one Diversity representative from [The National Archives User Advisory Group](#), one representative from the [Friends of The National Archives](#) and one external film professional.
- 3.10. The decisions of the judges are final and no discussion or correspondence shall be entered in to.

4. Grant of Rights

- 4.1. By entering the Competition and submitting your Film and Entry Form you grant to The National Archives an exclusive, irrevocable licence (known from now on as the “Licence”) to:
- 4.1.1. Use, exhibit, publish, distribute, and/or otherwise showcase the Film or any part of the Film at public events associated with The National Archives, on The National Archives website at www.nationalarchives.gov.uk and on any other media whether now known or hereafter devised throughout the world; and
- 4.1.2. use your name, likeness and Film for advertising, publicity and promotional purposes;
- without compensation, such Licence to continue or terminate in accordance with paragraphs 4.2 and 4.3 below.
- 4.2. If a Film is not selected for the Shortlist, the Licence will automatically terminate on 31st October 2013, and all rights granted by you to The National Archives will automatically revert to you.
- 4.3. If a Film is selected for the Shortlist the Licence shall continue in perpetuity and shall remain exclusive only until 31st October 2014 (the “Exclusivity Period”) and thereafter shall be non-exclusive.
- 4.4. You agree that you will not exploit, exhibit, publish or distribute the Film or authorise any third party to do the same in any media whatsoever until either the termination of the Licence under clause 4.2 or the end of the Exclusivity Period under clause 4.3.
- 4.5. For the avoidance of doubt, entrants will retain ownership of all copyright in their Film.
- 4.6. You assert your right to be identified as the Film maker and The National Archives agrees to credit you as such during all its uses of the Film.

5. Representations and Warranties

- 5.1. You hereby represent and warrant to The National Archives that:
- 5.1.1. you have the sole and full right and authority to enter the Film into the Competition and to grant the rights granted here to The National Archives and the use or exploitation of the Film as outlined by these Terms and Conditions will not infringe the rights (including copyright, performers rights and privacy) of any third party;
- 5.1.2. the Film was made solely and specifically for the Competition and has not previously been available to be viewed by the public;
- 5.1.3. the rights (including all intellectual property rights and including but not limited to any sound recordings or compositions) in the Film are owned

solely and exclusively by you or you have the permission from the sole and exclusive owner of the copyright and such rights have not been assigned, licensed or otherwise granted, in whole or in part, to any person other than The National Archives;

- 5.1.4. you have permission to reproduce and exploit any and all third party materials (and/or the results and proceeds of all third party services) contained in the Film or upon which the Film is based;
- 5.1.5. all of the performers in the Film have consented in writing to the use of their performances in the Film and to the exploitation of the Film by The National Archives in all media;
- 5.1.6. you have obtained from each contributor to the Film ("Contributor") a written release to use the results and proceeds of the Contributor's services and/or contributions to the Film including without limitation the right to edit, alter and/or reproduce the results and proceeds of the Contributor's services in any manner or context, by you and any person authorised by you (including The National Archives, its assignees and licensees);
- 5.1.7. all details submitted in the Entry Form by you are true and correct;
- 5.1.8. all residuals or other payments to Contributors in connection with the Film have been paid, together with the cost of any licences of copyrighted material used in the Film, and no further fees will be payable by The National Archives in connection with their use or exploitation of the Film; and
- 5.1.9. the Film does not contain any material which is in any way defamatory, obscene, unlawful, harmful, cruel to animals, offensive or inappropriate or which infringes the rights of any third party, or which misrepresents the factual contents of documents from The National Archives, or which is calculated to bring The National Archives into disrepute and you have not and will not endanger yourself or others or take any unnecessary risks in order to produce or make the Film.

6. Personal Information

- 6.1. Personal information collected will be limited to name, email address, address, telephone number and production credits. This information will only be used for the purposes of running the competition and you agree and accept that your name may be published by The National Archives for this purpose.
- 6.2. The personal information collected will only be kept after the end of the competition to credit those entries shortlisted.
- 6.3. By submitting an entry to the competition, entrants consent to allow such personal information as detailed in clauses 6.1 and 6.2 to be used for this purpose

7. General

- 7.1. You agree to compensate The National Archives in respect of all actions, proceedings, claims, damages and other liabilities which may be brought against or incurred by The National Archives as a result of the breach of any

of your warranties, representations, obligations or undertakings contained in these Terms and Conditions.

- 7.2. Nothing in this agreement shall be construed to exclude or limit The National Archive's liability for death or personal injury, or any other liability which by law cannot be excluded or limited.
- 7.3. You acknowledge that The National Archives shall have the right to dub and/or subtitle and to cut and/or edit the Film in any fashion that The National Archives deems necessary in order to exercise the rights granted under clause 4.
- 7.4. You hereby agree to complete or provide any additional documents required to fully perfect the rights granted to The National Archives hereunder, which shall include without limitation any documents necessary to register and protect the copyright and/or other intellectual property rights in, or related to, the Film.
- 7.5. YouTube is used as a hosting platform for the 'Files on Film' competition and is not in any way associated with, or liable for, any aspect of the competition.
- 7.6. The National Archives reserves the right to discontinue, temporarily or permanently or to change this competition without prior notice.
- 7.7. This Agreement and The National Archives Standard Competition Terms and Conditions constitute the entire agreement between the parties and no modification or amendment shall be binding on either party unless it is agreed in writing and signed by both parties.
- 7.8. This Agreement shall be governed by and interpreted in all respects under the laws of England and Wales and shall be subject to the jurisdiction of the courts of England and Wales.