

OPPORTUNITIES ARE HERE – SEASON 2

Business acceleration for young entrepreneurs in the film sector

Terms and Conditions

All Participants are obliged to read in full the Terms & Conditions as well as all guidelines provided by the organizers from time to time. By taking part in this competition, you are deemed to have accepted the “Terms and Conditions” and to be bound by them.

This project does not have any commercial or gainful intent, the only scope is to promote upcoming talents.

Opportunities are Here (OAH) is a Youth Empowerment Project in the film industry by the International Trade Centre (ITC, hereinafter referred to as “the organizer” or “organizers”) funded by the European Union (EU).

The project offers youth interested in participating professional skills development (through online training and incubation services), linkages and networking with existing industry experts and visibility through the talent show format.

This televised reality talent show project gives participants the opportunity to display their talents through different channels and develop their film business.

By participating in this competition, you will be deemed to have read these “Terms and Conditions” and accepted to be bound by them.

The organizers shall provide comprehensive participation guidelines, herein referred to as the "Manual," at the commencement of each phase of the competition. The Manual shall contain detailed requirements and instructions that participants must adhere to throughout the respective phase. Participants shall be obligated to strictly follow the guidelines specified in the Manual during their participation in the competition.

1. ELIGIBLE CATEGORIES:

OAH is open to talents in the following categories:

- Scriptwriters / Storytellers
- Filmmakers / Producers / Directors / Editors
- Actors and Performing Artists

2. ELIGIBILITY TO PARTICIPATE AND CONSENT BY PARTICIPATION:

2.1 In order to take part in this competition, the participant must be;

- A citizen or permanent resident of Uganda
- Between the age of 18 and 35 years at the time of application
- In possession of a valid form of identification.

2.2 All eligible participants are deemed to have given their voluntary consent to participate in this competition and agreed to these terms and conditions by virtual of the participation in the competition. Withdrawal of this consent is permitted with prospective effect and necessarily entails disqualification from the competition.

2.3 Individuals who have previously registered for Season 1 of the competition are welcome to register for Season 2 online learning programmes. However, it is important to note that individuals who were selected for and participated in the business incubation program during Season 1 are not eligible to participate in the business incubation programme of Season 2. This decision is grounded in the organizers' commitment to extend the opportunity for highly skill-enhancing trainings to a broader range of participants.

3. COMPETITION PHASES:

The competition shall be held in the following phases:

- **Phase 1: CALL FOR ENTRY:** Promotion of the project for the registration of eligible youth. The call for entry campaign will roll out nationally on TV, radio, online with influencers and partners, will invite youth interested to participate, and explain how to apply and submit the material requested for the screening.
- **Phase 2: ONLINE SELECTION:** Applications received are screened by an expert committee, only complete applications will be considered, and 100 are selected to participate in the online auditions to introduce themselves and display their talent to the Judges. 36 participants are selected for the next phase.
- **Phase 3: INTERNATIONAL BUSINESS INCUBATION** (in 2 parts):
 - An online international training program by Stage 32 with recognized certification on film & TV production for 36 participants. The certification includes tests, and the 20 best participants will be admitted to the online business incubation.
 - An online business training course that teaches the business of film from concept development to pitching for the funding necessary to produce it. Participants will be assigned a mentor. At the end of the training, the 16 finalists will pitch their project to the Judges and 4 winners will be selected.
- **Phase 4: PRODUCTION INCUBATION:** the 4 winners will be provided a \$5 000 USD budget each to produce their final project for the Premiere. During this phase they will be guided by the incubator to organize, produce, implement, and finalize their project. Requirements for the production will be shared with the 4 winners at the beginning of the phase and must be followed.
- **Phase 5: PREMIERE:** the winners will be invited for a 2-nights stay in Kampala to prepare and attend the Premiere of their final Show.

Below are the criteria for each phase of the competition.

3.1 PHASE 1: CALL FOR ENTRY

Promotion of project and registration of eligible youth.

3.1.1 Dates of application period: 13th April to 12th August 2024 by 12pm Uganda time.

3.1.2 To apply to the competition, entrants must complete the following tasks:

- a. Submit an accurate and complete registration form.
- b. Complete the online training available at (CineArts Academy: <https://cineartsacademy.pro/oah-online-training-registration/>). The high-quality training in filmmaking has been designed for beginners and is free of charge.

- c. 3.1.1 Participants must complete the above-mentioned steps to be admitted to the competition.
- 3.1.3 Submissions closing date is 12th August 2024 *by 12 noon Uganda time, submissions made after this time will not be accepted.
- 3.1.4 Submitted entries will be scored by the judges as follows:
- 50% on the quality of the application form requirements, based on the following combined scores from these criteria:
 - Ability to express & communicate clearly: (Scored out of 30)
 - Storytelling: (Scored out of 40)
 - Creativity of the videos submitted: (Scored out of 30)
 - 50 % on results of trainings and tests, and certificate of completion (see 3.1.5)
- 3.1.5 The organizer has made available free online training in the film industry. In order to be admitted to the auditions, participants must complete the online training at <https://cineartsacademy.pro/oah-online-training-registration/>. The selected training platform will provide the jurors and organizers with a report on the training and tests done. The results of the online test will count as 50% of the score to qualify for the auditions.
- 3.1.6 The screening committee will select the participants moving to the next phase, who will be contacted via their respective WhatsApp and email contacts provided in the registration form, with the details to participate in the next phases.

3.2 PHASE 2: ONLINE SELECTION

100 selected applicants are invited to online auditions to introduce themselves and display their talent to a judge

- 3.2.1 Dates of online audition period: 12th to 24th August 2024*
- 3.2.2 The selection will take place through **online auditions**. Participants will be contacted and briefed beforehand to participate in a mandatory test run ahead of the audition, and with a precise date and time to attend their audition. **Failure to connect at the communicated time (for both test run and audition) will lead to the elimination of the participant.**
- 3.2.3 Selections will take place over the course of 1 week. Participants will undergo evaluation by the Judge, who will score them on a scale ranging from 1 to 100. The assessment will be based on the following three criteria:
- Talent: with a value from 0-30 judges will score the technique, aptitude, and talent of the participant
 - Storytelling: with a value from 0-40 judges will assess how effectively the participant conveys the intended message and the quality of the content within their storytelling performance.
 - Creativity at the audition: with a value from 0-30 judges will score the originality and innovation exhibited by the participant in the delivery of their audition. Judges will take note of unique and inventive approaches taken by the participants.

Each criterion will be assigned a specific numerical value (0 to 30 for talent, 0 to 40 for storytelling, and 0 to 30 for creativity). The combined scores from these three criteria

will contribute to the overall evaluation of the participants' performances during the selection phase, resulting in a final score for each participant ranging from 0 to 100.

- 3.2.4** The 36 participants with the highest scores in the online audition will be chosen to move on to the next phase (international business incubation).

3.3 PHASE 3: INTERNATIONAL BUSINESS INCUBATION:

A 2-part international online training that educates participants on film & TV production and teaches the business of film.

- 3.3.1** Dates of the international business incubation period:
- First part: 2nd to 8th September (36 people)
 - Second part: 9th to 22nd September 2024* (20 people)
- 3.3.2** First part: A total of 42 participants will proceed to the international certification on film & TV production where they will be trained by international industry leaders on standard practices of the audiovisual industry.
- 3.3.3** The 36 participants will benefit from the free of charge certification in partnership with Stage 32.
- 3.3.4** A total of 20 participants will proceed to the business incubation period for further training where they will be mentored and trained in concept development, budgeting, financing, pitching and distribution. The 20 participants will benefit from a business incubation free of charge in partnership with (Cine Arts Academy). Appointed mentors will advise and guide the participants on how to conceptualize and structure their project to finance the production.
- 3.3.5** At the end of the online international business incubation, 16 finalists will be selected to join the jurors at the Pitching Camp to pitch their project to the judges (22nd to 29th September 2024*). Traveling, accommodation and catering expenses will be covered by the organizers for the 16 finalists
- 3.3.6** Any finalist that fails to participate in or complete in any of the activities of the business incubation phase shall be disqualified immediately and lose all the rights to participation as the program is subject to mandatory participation in all the activities.
- 3.3.7** The Panel of Judges will score the pitches of the film projects based on the following criteria, with each criterion assigned a specific value:
- **Creativity (0-5)** judges will assess the level of originality, innovation, and uniqueness of the participants' film project. This criterion aims to gauge the participants' ability to think creatively and present creative ideas.
 - **Pitch (0-8)** This criterion focuses on the participants' presentation skills and how effectively they communicate their film project's concept, vision, and potential impact. judges will consider the clarity, persuasiveness, and engaging nature of the pitch.
 - **Budget presentation & explanation (0-7)** judges will evaluate how well the participants present and explain their film project's budget. This criterion aims to assess the participants' financial planning and their ability to allocate resources effectively to bring their project to fruition.

Each of these criteria will contribute to the overall evaluation of the film project pitches, and the combined scores from these three criteria will determine the final score for each participant's pitch, ranging from 0 to 20.

- 3.3.8** The Panel of Judges will elect 4 winners to receive a \$5000 USD budget each (via a third-party partner), subject to their participation in the production incubation phase, to produce their own short project for the Premiere, as part of the production incubation (on-the-job learning). The 4 final projects will be presented by the Winners at the Premiere on 29th of October 2024 *
- 3.3.9** The \$5,000 USD provided to each of the four winners is administered through a dedicated third-party partner, the Production Incubator, to support the production costs associated with each winner's short project.
- 3.3.10** The 4 winners have a right of first refusal. If they accept, they will be asked to sign an agreement with the organizers to produce their motion picture project. Failure to do so will result in elimination of the winner and awarding the production to the next finalists in line with the highest score (reserve talent).

3.4 PHASE 4: PRODUCTION INCUBATION

Four (4) winners will be awarded \$ 5 000 USD as a production budget each to produce their final project for the Premiere

- 3.4.1** Dates of production incubation period 30th September to 27th October 2024*
- 3.4.2** Four (4) winners will enter the production incubation phase for further training. They will be mentored and trained from management of resources to implementation and presentation of their final project. The final project will be presented at the Premiere.
- 3.4.3** The organizers will provide comprehensive guidelines, criteria, and a theme at the commencement of this phase to produce the short motion picture. The guidelines will be stated in the manual and shall contain detailed requirements and instructions that participants must adhere to (including information and reporting on people employed and suppliers utilized). Participants shall be obligated to strictly follow the guidelines specified in the Manual.
- 3.4.4** The finalists remain the sole and original IP (Intellectual Property) owners of their final project, and by participation in the competition they grant the organizers an irrevocable, permanent and free license to use and show the IP, including as part of a derivative work and including the right to sub-license the IP to its partners.
- 3.4.5** The third-party partner will advise and guide the participants on how to organize and implement the production of their final project.

3.5 PHASE 5: PREMIERE

- 3.5.1** Dates for the Premiere and stay in Kampala are: 28th-30th October, Premiere on 29th October 2024*
- 3.5.2** Participation in the Premiere is compulsory for the winners. In case of any unforeseen circumstances that render the participant unable to take part in the Premiere, after having signed the agreement with the organizers and received the financing for the project, the said participant shall give the organizer notice of not less than 30 days to

the scheduled date, informing them of his/her inability to participate. If the participant fails to inform of his/her inability to participate, the participant shall be financially liable for all the paid and unutilized expenses (up to 5,500 USD per participant).

- 3.5.3** Participants unable to participate in any of the subsequent activities will be disqualified and automatically another winner/finalist will be picked to benefit from the remaining part of their prize.
- 3.5.4** The four (4) winners shall present their projects during the "Opportunities are Here Season 2 Premiere" in front of industry leaders and HNI. Participants are required to conduct themselves in a manner befitting the occasion and consistently deliver performances that reflect their utmost abilities.
- 3.5.5** This event is a platform created for the winners to benefit from visibility. Each winner has benefitted from a \$5,000 USD budget to produce their project, but they will attend the Premiere at no fee. They will receive media coverage and promotion as a result of their participation.

4. PRIZES

- 4.1** The Winners of this competition (4 in total), will be given the opportunity to produce as a team (together with the 3 winners of season 1), a motion picture project of their joint creation.
- 4.2** The prize includes:
- A creative camp at the end of season 2 where a script, production roadmap and budget will be crafted.
 - Pre-production, production, and postproduction of the joint motion picture project with the support of the OAH production team
 - Subject to the organizer's budget, additional marketing, and promotion of the joint motion picture project

5. RIGHTS AND DUTIES OF THE PARTIES

- 5.1** Once selected by the organizer to take part in this competition, each participant shall be disqualified unless they take part in every phase of the competition until eliminated by the organizer for breach of these Terms and Conditions. Participants who wish to drop out of the competition shall give 30 days prior notice and reasons to the organizers and shall be required to refund the organizers for the costs of their participation.
- 5.2** The organizer reserves the right to refuse admission to any project activity or location or to eject a participant from the competition for behavior likely to cause damage or in judges to themselves or to others, or behavior that is a nuisance to the general atmosphere of the competition.
- 5.3** This competition requires high discipline and commitment. Participants are informed that the organizers expect high quality to be delivered at all times and that the training, camps and activities of this project can be strenuous both physically and mentally. Participants are responsible for ensuring their health before entering the competition and the organizers disclaim all liability for any injuries or illnesses suffered by participating during or as a result of their participation in this competition. For the above reasons, participants are warned that the assignments might be perceived as pressuring by some individuals,

however the intent of the organizers is to ensure that the participants in the competition are exposed to the high demands of this industry.

- 5.4** Participants shall adhere to punctuality, respect for others, and keep a responsible and courteous conduct until their disqualification, elimination, ejection, or departure from the competition. To ensure responsible and courteous conduct throughout the program, participants are expected to demonstrate professionalism, respect, and adherence to any guidelines (see Manual mentioned in point 1) that may be provided to them during the competition. They should actively engage in all scheduled activities, respond promptly to communications, and maintain a courteous and positive attitude towards fellow participants, mentors, and organizers. Participants are required to uphold high ethical standards and create a supportive and inclusive environment for everyone involved in the incubation camps and events. Any disruptive or disrespectful behavior will not be tolerated and may result in permanent ejection from the competition and program.
- 5.5** Participants must ensure that the materials submitted during the competition do not contain any obscene, profane, lewd, defamatory, or otherwise inappropriate content, or any disparaging remarks about the organizer, as determined at the organizer's sole discretion. Entries deemed unacceptable by the organizer will be disregarded and/or rejected.
- 5.6** Participants, by entering the competition, consent to the organizer featuring their images in future communications related to "Opportunities are Here" project and campaigns, including but not limited to press features, videos, photos, and social media platforms, as well as any other recording format for social media, TV, flyers, posters, and promotional materials. In the case of anyone featured in any of the content generated by the participants, including producers and any other party involved in their project, the participants are responsible for ensuring that such consent has been obtained and documented in the production of their entry and any other materials submitted during the competition.
- 5.7** The organizer reserves the right, at any time, to verify the validity of any part of an entry and participant (including a participant's identity, age, and place of residence) and to disqualify any participant who submits an entry that does not comply with these Terms and Conditions, tampers with the entry process, or provides false information.
- 5.8** Participants agree not to share any information regarding their participation in this event on any social network without prior notification to the organizer. This event is part of a larger communication plan managed by the organizer, and participants are kindly requested to respect this.
- 5.9** Failure by the organizer to enforce any of its rights during the competition or at any time does not constitute a waiver of those rights.
- 5.10** Participants are required to have their own smartphone charged with data at their own expense to participate in some of the activities and training. If participants advance to phase 3 (described at point 3.3), they will receive an allowance for internet data and transportation for activities that require physical presence.
- 5.11** The participants must follow @opportunitiesarehere on Instagram, Facebook, Twitter and TikTok and must also subscribe to the project YouTube channel.

5.12 Participants agree to receive future marketing material from the organizers and partners but will be free to unsubscribe from receiving the same at any time.

6. GENERAL TERMS OF PARTICIPATION

By entering the competition and by participating in any of the phases, camps and events, participants affirm their understanding and agreement to adhere to these general terms of participation. Failure to comply with these terms may result in disqualification and elimination from the competition and program at the discretion of the organizers.

6.1 RESPONSIBILITIES OF PARTICIPANTS: Participants commit to always employing their best abilities in the tasks assigned, attentively considering, and comprehending suggestions, and making well-informed decisions based on the information provided by the jurors, trainers, mentors, and other relevant sources.

6.2 CONDUCT REQUIREMENTS: Participants must display respectful and professional conduct throughout the program and must comply with local laws. Failure to do so shall lead to immediate disqualification from the competition.

6.3 PUNCTUALITY AND PROFESSIONALISM: Participants are expected to be punctual, professional, and diligently attend all scheduled meetings and activities. If a participant is unable to attend a meeting or activity, advance notice must be provided, and rescheduling should be arranged in coordination with the incubator/trainer/facilitator and other relevant parties. Professionalism, respect, and the demonstration of their utmost abilities and soft skills are always expected from participants.

6.4 ATTENDANCE AND ILLNESS REPORTING: In case of illness, participants must promptly report it to the organizers.

6.5 PARTICIPATION AND SUITABILITY: The production reserves the right to decline participation by a participant if it determines that any of the camp training sessions are unsuitable for that individual.

6.6 USE OF FUNDING: Participants agree to utilize the funding (USD 5 000) solely for the development of their project for the Grand Finale and not for any other purpose. The funds will be managed and allocated through the training partner, as part of the production incubation process that includes educating participants on fund allocation and management. Designated members of the training partner will ensure that the funds are exclusively utilized for the beneficiary's project and will keep a record of the disbursement of funds. These designated members may also provide recommendations regarding the utilization of the funding. Failure to use the funding solely for the project and to keep complete and accurate records shall lead to disqualification and elimination from the competition.

6.7 TRANSPARENCY AND ACCOUNTABILITY: Participants pledge to maintain transparency in their financial accounting. The incubator will oversee the disbursements related to the funds. To safeguard confidentiality, the names of third parties will not be disclosed without explicit consent. Transparency pertains to the clear designation and purpose of expenses, which must align with the objectives of the project or company.

6.8 USE OF ALCOHOL, TOBACCO, AND CONTROLLED SUBSTANCES: The use of alcohol, tobacco, or controlled substances (drugs) of any kind is strictly prohibited during

the camps. Anyone found using such substances will be immediately expelled from the camp and disqualified from the competition.

6.9 ACCOMMODATION ARRANGEMENTS: Participants will be accommodated in twin rooms, with two participants of the same sex required to share a twin room.

6.10 DISMISSAL AND VANDALISM POLICY: The organizers reserve the right to eliminate any participant if they find them unsuitable to continue in the competition. Failure to be punctual and actively participate in all camp activities may result in immediate disqualification and elimination. Vandalism and theft will lead to immediate disqualification and elimination, and participants will be held financially responsible for any necessary repairs due to vandalism.

6.11 HEALTH AND PARTICIPATION RISKS: Participants acknowledge that the activities in which they will partake during the program may range from strenuous to sedentary. They confirm that they have not been informed by any physician of any restriction, disease, or condition that would prevent them from actively participating in any camp.

6.12 LIABILITY RELEASE: Participants release the producers (including their successors and assigns) from all liability for illnesses or injuries incurred during production (including death) and acknowledge that they have assumed the risks of participating in the incubation camps and Grand Finale show.

6.13 INDEMNITY: Participants at their own expense, shall indemnify, defend, and hold and save harmless, ITC, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against ITC, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

6.13.1 allegations or claims that the possession of or use by ITC of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to ITC under the terms of these Terms and Conditions, in whole or in part, or otherwise specifically approved by the participant, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

6.13.2 any acts or omissions of the participant, or the participant's employees, officers, agents, or of any subcontractor or anyone directly or indirectly employed by them in occasion or deriving from the performance of these Terms and Conditions, which give rise to legal liability to any third party, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

7. POST COMPETITION OBLIGATIONS

7.1 Participants shall agree to fully cooperate with ITC, the incubators, or any other partners in any post-competition report, wherein they may be required to submit information, pictures, videos, and proof of activities concerning their businesses/projects and the progress achieved throughout the incubation and training. This obligation shall remain in effect for a duration of 36 months from the date of the competition's commencement.

7.2 Participants shall consent to cooperate with the organizer in any post-event publicity, where they may be required to appear on television, radio, printed publications, or social media platforms, without any fee payable to them.

8. COPYRIGHT OWNERSHIP AND LICENCE

- 8.1** All parties involved in this project acknowledge that the IP (Intellectual Property) and copyright of the project, the TV show and the competition belong to ITC. The airing of the participants' auditions, performances, and episodes is not intended for commercial or profit-making purposes of ITC. The primary purpose is to promote the participants' talents and provide entertainment.
- 8.2** The participants are the sole and original owners of all videos, designs, music, or any other creative materials presented or uploaded during any phase of the project. In the case of a video or project created in a group, all the members of the group are presumed to share the ownership of the content made jointly unless the organizers are informed otherwise at the time of submission of the entry.
- 8.3** While the participants remain the copyright owners of their videos or any other creative materials presented or uploaded during any phase of the project, by taking part in the competition, the participants hereby grant free of charge to the organizer: (1) permission to retain copies of the entries submitted and any videos or other creative materials (including pictures, videos, and any other recording format) presented or uploaded during any phase of the project; and (2) a free and irrevocable license to utilize these materials for all social media, TV, flyers, posters, and promotions of any kind for publicity and broadcasting purposes.
- 8.4** Participants are required to present original work at all times. Submissions must not contain any third-party materials and must not violate, infringe, or infringe upon any intellectual property, including but not limited to any copyright, trademark, logo, or any mark or design that identifies a brand. The use of third-party material for fair use or fair dealing will only be permitted to the extent permitted by the copyright laws of Uganda. The organizer does not claim ownership of the works being displayed. The participants agree in advance that the organizer shall not be held responsible for any issues of copyright or infringement on the part of the participants and provide to the organizer a release from any liability of any kind.
- 8.5** Participants hereby grant the organizer the perpetual right to utilize all information provided to it through this competition for promotional, marketing, publicity, research, and profiling purposes. This right shall apply to their entries and all materials submitted or presented throughout this competition, including auditions, the Premiere, and any other phase of the competition.

9. CONFIDENTIALITY

The participant shall keep confidential information confidential or will use reasonable care to prevent the unauthorized use or dissemination of confidential information. This clause shall survive the duration of this contract.

10. FORCE MAJEURE

Neither party is responsible for any failure to fulfil its obligations under this agreement if it is prevented or delayed in performing those obligations by an event of force majeure.

11. PRIVILEGES AND IMMUNITIES:

By participating in this competition and accepting these terms and conditions, each Participant acknowledges that they are aware that ITC is a joint subsidiary organ of the World Trade Organization and the United Nations and enjoys privileges and immunities under the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946.

12. DISPUTE RESOLUTION

By participating in this competition and accepting these terms and conditions, each Participant acknowledges that any dispute relating to the interpretation or application of these Terms and Conditions shall, unless amicably settled, be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The parties shall accept the arbitral award as final.

13. SEVERABILITY

If any part of these terms and conditions is invalid, illegal, or unenforceable for any reason, the remaining terms and conditions will remain in full force and effect.

14. ENTIRE AGREEMENT AND AMENDMENT

14.1 These terms and conditions constitute the entire agreement between the organizer and each participant.

14.2 The organizer may amend these terms and conditions at any time by giving reasonable notice, upon which the amended terms and conditions will be immediately binding on the participants unless the participant writes to the organizer to withdraw their participation unconditionally. The terms and conditions will be circulated by email in the event of an amendment.

*Please note that dates might be subject to change