

Jackie Orszaczky Composition Competition 2017 Terms and Conditions

The Jackie Orszaczky Music Lecture (JOML) Composition Competition will coincide with the second JOML to be held at The Basement, Sydney on Tuesday 30 May 2017. The competition is open to APRA members to write a song or instrumental that is inspired by the music, ideas, life and personality of the late Jackie Orszaczky.

There will be a cash prize of \$2,000 provided by APRA AMCOS which will be presented to the winner at The Basement on Tuesday 30 May. Entries open 9am on Thursday 6 April and close midday AEST on Saturday 20 May 2017.

Entries will strictly only be accepted in MP3 format, WAV files will not be accepted. Please email your MP3 to jomusicprize@gmail.com with the following information:

1. Song name
2. Name(s) of writer(s)/composer(s)
3. Contact information
4. Agreement with the Terms and Conditions

1. TERMS AND CONDITIONS

The following information describes how to enter and prizes formed part of entry to the JOML Composition Competition (Competition). By entering the Competition each Entrant agrees to be bound by these Terms and Conditions.

2. ORGANISER

The Organiser of the Competition is JOML Steering Committee (Organiser).

3. ELIGIBILITY

Entry into the Competition is open to all APRA members. Entry must be in the name of an individual writer (Entrant). The Entrant must be the writer or co-writer of each song entered under his or her name. If an Entrant is under 18 years of age, he or she must provide written authority signed by a parent or guardian.

4. CO-WRITERS

Compositions written by multiple co-writers are eligible for entry, however each composition must be entered under the name of the individual Entrant only, with the other co-writers acknowledged on the entry form where indicated. It is the responsibility of the Entrant to divide any prizes with co-writers as appropriate.

5. ENTRY

Entry will be by online submission ONLY. Subject to the following conditions, Entrants may enter as many songs as they choose. To enter online, Entrants must follow the directions on the Competition online entry form and properly

complete and submit an online entry form for each composition entered together with a recording of the composition in MP3 format ONLY. WAV files will not be accepted.

6. CLOSING DATE

All entries must be received online no later than midday AEST on Saturday 20 May 2017. The Organiser accepts no responsibility for any changes in the Competition starting and closing dates.

7. ENTRY MATERIALS

It is the Entrant's responsibility to ensure that the recording submitted in respect of each entered composition is complete and playable. The Organiser is not responsible for misappropriated entries. All entry materials (entry forms, MP3 recordings) submitted will not be returned to the Entrant. Copies of entry materials may be retained by the Organiser strictly for promotional purposes in accordance with these Terms and Conditions. Otherwise, all entry materials will be destroyed after the Winner is announced.

8. OWNERSHIP

All Entrants, and their publisher if applicable, will retain all copyrights and all other rights controlled by them in any composition entered in the Competition. For the avoidance of doubt, no copyrights in any composition entered will be assigned to the Organiser by virtue of entering this Competition.

9. INDEMNITY

All entries submitted must be original compositions and shall not infringe any copyrights or any other rights of any third parties. In particular, the Entrant warrants that he or she has obtained the written permission from any co-writer or publisher controlling any rights in the entered composition. The Entrant shall, by entering, indemnify and hold the Organiser harmless from and against any claims inconsistent with the foregoing. The Entrant acknowledges that all compositions entered may be distributed to the judging committee who will be selecting the Winner, and the Entrant agrees to release, indemnify, and hold the Organiser and judges harmless for any liability, damages, or claims for injury or loss to any person or property relating to, in whole or in part, directly or indirectly, participation in the Competition.

10. JUDGING

The winning entry will be selected by a committee made up of members of the Jackie Orszaczky Band. Entries will be judged on how they are inspired by the music, ideas, life and personality of the late Jackie Orszaczky. Entries may be instrumental compositions or songs. Lyrics may be in any language. Production value and quality of performance will not be considered. The judging committee will not be in a position to provide Entrants with feedback or a critique in relation to entered songs. The judging committee's decision is final and no correspondence will be entered into.

11. WINNER

The Organiser will use its best endeavours to announce the Winner by no later than 30th May 2017, but will not be held liable for any unforeseen delays in the judging process. The Winner will be notified by email, post or telephone. The Winner will be required to sign a statutory declaration confirming that Winner's song is original, that the song does not infringe any copyrights or any other rights of any third parties, and that all necessary permissions to enter the composition have been obtained. Failure to sign and return the statutory declaration within the required time period or provision of false information may result in disqualification and an alternate winner may be selected.

12. PRIZE

Subject to the following paragraph, the Winner will receive the following Prize: AUD\$2,000.00 cash

13. PRIZE CONDITIONS

The Winner's entitlement to the Prize described above is subject to the following:

- a) The Prize will be awarded to the individual Entrant who submitted the winning composition and the division of the Prizes among co-writers (if any) is the responsibility of the Entrant.
- b) The Prize is not transferable or exchangeable. The Organiser is not liable in any way if the Winner cannot receive, accept or use any element of the Prize for any reason. The Prize (or any part thereof) may be cancelled in the Organiser's discretion if the Winner attempts to transfer it.
- c) The Organiser will not cover any associated costs in connection with the Winner's enjoyment of the Prize other than those expressly stipulated above or on the Competition entry form. Without limiting anything else in these Terms and Conditions, the Winner is not entitled to any reimbursement of any kind as a result of entering the Competition or enjoying or participating in the Prize or part thereof. Any taxes payable in relation to the Prize are the sole responsibility of the Winner.
- d) The Organiser reserves the right, in its absolute discretion, at any time during the Competition period, to vary, withdraw, postpone or cancel the Competition or Prize including without limitation, in circumstances where it cannot conduct the Competition or grant any part of the Prize for any reason beyond its control.
- e) Subject to clause 14(d) above, in the event that the Organiser postpones or varies the Competition or any elements of the Prize, the Organiser (and any party associated with the Competition) shall not be liable to any person for any loss or damage of any kind (including but not limited to indirect or consequential loss or loss or damage caused by the Organiser's or other party's negligence) arising out of, or in connection with, the postponement or variation of the Competition or the Prize (or part

thereof). Nor will the Organiser or other party be liable for any loss, damage, payment or expense of any kind (including but not limited to indirect or consequential loss or loss or damage caused by the Organiser's or other party's negligence) or personal injury or other damage suffered or sustained as a result of the entering, judging, running, cancellation or acceptance, enjoyment or use of the Competition or the Prize (or part thereof).

- f) The Organiser has the right to refuse to allow the Winner to take part in all or part of the Prizes, if the Organiser deems, at its discretion, that the Winner is not in any appropriate physical or mental condition to ensure the safety of the Winner or the other parties involved, or the Organiser otherwise deems that it is not appropriate for the Winner to take part in all or part of the Prizes for any reason.

14. PROMOTION

The Entrant agrees that should his or her composition be selected as the Winner, the Organiser shall have permission to use the composition, as well as the Entrant's name, likeness, and voice solely for future advertising and publicity purposes in connection with the Competition without additional compensation.

15. MISCELLANEOUS

The Competition and these Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales, Australia and all Entrants irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts of New South Wales, Australia.