

MadeBy Composition Competition Terms and Conditions

1 The Competition

- 1.1 Information on how to enter this competition (**Composition Competition**), any forms, the Prize and rules for redeeming the Prize form part of these terms and conditions. By submitting an entry in the Composition Competition, that person agrees to be bound by these terms and conditions.
- 1.2 An entry which does not comply with these terms and conditions is invalid. Incomplete, indecipherable or illegible entries will be deemed invalid.
- 1.3 The Organiser may verify the validity of entries and may disqualify any Entrant for any reason at the Organiser's sole discretion.
- 1.4 Each entry will be of an original musical work (**Composition**) in recorded form, which will be individually judged based on the quality of the Composition and recording, the concept of the Composition and its articulation, and its suitability for emerging choreographers and dancers. This Composition Competition is a game of skill only. Chance plays no part in determining the winner.
- 1.5 The Composition Competition is a part of a 3 phase project (**Project**):
 - (a) the Composition Competition, in which a panel will select a Composition submitted by one Entrant in the Composition Competition as the winner of the Composition Competition (**Winning Composition**);
 - (b) a choreography competition, in which a panel (which will include the winning Entrant from the Composition Competition) will select a choreographer who has submitted a video containing a choreographed dance inspired by the Winning Composition; and
 - (c) the respective winners of the Composition Competition and the Choreography Competition will produce a new work to be presented jointly by the Organiser and the Royal Academy of Dance Australia in 2022 (**Final Work**). The Organiser will commission a new musical work, to be written and composed by the winning Entrant of the Composition Competition (**New Work**) for use in the Final Work.

2 Organiser

- 2.1 This Composition Competition is being organised and held by Australasian Performing Right Association Limited trading as OneMusic Australia (ACN 000 016 099) of 16 Mountain Street, Ultimo New South Wales (**Organiser**).

3 Entrant eligibility

- 3.1 Entry is open to individuals that are APRA members (**Entrant**). Employees of APRA, AMCOS or PPCA (and their immediate families) are ineligible to enter.
- 3.2 Entrants who are under the age of 18 years old on the date of entry (**Minor Entrant**) must have parent or guardian approval to enter the Composition Competition and the parent or guardian of the Minor Entrant must read and consent to these terms and conditions. Parent or guardian of Minor Entrants may be required by the Organiser to enter into a further agreement as evidence of consent to the minor entering the Composition Competition, or sign further documentation in the event that

the Minor Entrant is the winner of the Composition Competition.

3.3 If a Composition has more than one writer, all writers must appoint a single writer to be the Entrant.

4 Competition Period

4.1 The Composition Competition commences on 22 February 2021 at 9am AEDT and concludes on 17 March 2021 at 5pm AEDT (**Composition Competition Period**). The Organiser will not be liable for any change to the Composition Competition Period.

4.2 All entries must be received before the end of the Composition Competition Period. Entries are deemed to be received at the time of receipt by the Organiser not the time of submission by the Entrant. The Organiser is not responsible for failure to receive any entry, whether for any cause beyond its control or otherwise.

5 Composition and winner requirements

5.1 To submit a valid Composition, Entrants must:

- (a) Own, or be otherwise authorised in writing to license to the Organiser for the purposes of the Composition Competition, all rights in both the musical works and the recording comprised in the Composition (**Rights**);
- (b) ensure the Composition is between 2 and 3 minutes' total duration; and
- (c) ensure that the Composition is in MP3, MP4a or WAV format.

5.2 The information submitted with the Composition must contain adequate detail to allow the Organiser to identify the Entrant for the purposes of determining the winner, including:

- (a) personal information (including Member Number and place of residence);
- (b) Composition title;
- (c) the details applicable to any publishing or recording contracts, co-writers or record labels that retain any relevant interest in the Rights in the Composition (each herein referred to as an **Interested Party**), and
- (d) the name(s) of any performer(s) in the recording of the Composition.

5.3 Only one Composition is permitted per Entrant.

5.4 The Composition must be the original work of the Entrant only, subject to clause 3.3.

5.5 By entering into the Composition Competition, the Entrant agrees that in the event they are the winner of the Composition Competition, they will, and are authorised by the Interested Parties to, participate in good faith in the Project and to:

- (a) license to the Organiser the Rights in the Composition, to the extent required by the Organiser for the purposes of the Project;
- (b) be available to participate in the judging panel for the Choreography Competition between May and August 2021;
- (c) enter into a commissioning agreement with the Organiser for the New Work on reasonable industry terms, including a commissioning fee of \$2,000, a term of which will be to license the Rights in the New Work for exclusive use by the Organiser and/or Royal Academy of Dance

for use in the Final Work for at least 1 year;

- (d) be reasonably available to create the New Work in collaboration with the winner of the Choreography Competition for use in the Final Work; and
- (e) participate in the documentation of the creation and production of the New Work and Final Work for use by the Organiser and/or Royal Academy of Dance Australia, including for use in promotional and marketing material of and for the Project.

5.6 All details of Entrants and Interested Parties will be held in accordance with the *Privacy Act 1988* and the Organiser's privacy policy which can be viewed at <https://www.apraamcos.com.au/about/governance-policy/policies-procedures/privacy-policy>. Any personal information of the Entrant and Interested Parties will only be used for the purpose of the Composition Competition. The Organiser will not, without the Entrant's consent, disclose or permit access to the Entrant's or Interested Parties' personal information other than for the purpose of this Composition Competition. Entrants acknowledge that it is a condition of taking the Prize that they agree to the use of their name and suburb for publicity regarding the Composition Competition, without additional compensation.

6 Judging

- 6.1 Each valid Composition will be reviewed by a panel and assessed on its merits according to the quality of the Composition and recording, the concept of the Composition and its articulation, and its suitability for emerging choreographers and dancers. Assessment of Compositions is at the absolute discretion of the panel and Organiser.
- 6.2 The Organiser will use its best endeavours to announce the winner by 3rd May 2021 at 5pm AEST but will not be held liable for any delay. The winner will be notified by email.
- 6.3 All decisions made by the Organiser in respect of the Composition Competition are final and no correspondence will be entered into.

7 Prize

- 7.1 The panel will select an Entrant to win the Prize. The Prize includes:
 - (a) \$2,000 as a licence fee for the use of the Composition in the Choreography Competition;
 - (b) mentorship of the winning Entrant by an industry leader (to the value of \$1,000);
 - (c) \$2,000 commissioning fee for the creation by the Entrant of the New Work;
 - (d) \$2,000 for the recording of the New Work;
 - (e) travel and per diems for the Entrant associated with recording the New Work (up to a maximum of \$500);
 - (f) the opportunity for the Entrant to participate in the judging panel for the Choreography Competition;
 - (g) the presentation of the New Work as a part of the Final Work by the Organiser and Royal Academy of Dance Australia in 2022.
- 7.2 Participating in the panel to select a choreographer as the winner of the Choreography Competition and the presentation of the New Work as part of the Final Work jointly by the Organiser and the

Royal Academy of Dance Australia in 2022 cannot be valued and the Organiser does not guarantee their occurrence. The commissioning fee referred to at clause 7.1(c) and the recording fee and expenses referred to at clauses 7.1(d) and (e) will be paid regardless of whether the Choreography Competition and/or the Final Work take place.

- 7.3 Entering the Composition Competition does not guarantee that an Entrant will win the Prize or derive any other benefit. The Prize is awarded in the panel's sole discretion. The Organiser is not responsible in any way for the decisions, actions or conduct of the panel. Decisions in respect of the Composition Competition are final.
- 7.4 The total Prize is estimated to be valued up to \$7,500. The Prize is not transferrable and cannot be taken as cash (unless specified as a cash amount). The prize values are correct at the time of printing, but no responsibility is accepted by the Organiser for any variation in the value of the Prize or part of the Prize. If, for any reason, the Prize, or part of the Prize, is not available or otherwise cannot be granted by the Organiser and has a value, the Organiser reserves the right to substitute the Prize, or part of the Prize, for a prize of similar value.
- 7.5 If the winning Entrant is under the age of 18 years, the Prize, or part of the Prize, will be awarded to the Minor Entrant's parent or guardian on their behalf at the discretion of the Organiser.
- 7.6 A winner (or their parent or guardian in the case of a Minor Entrant) may be required to sign a waiver of liability and indemnity in favour of the Organiser in respect the Prize, in the form determined by the Organiser.

8 Licences, warranties and indemnities

- 8.1 Entrant licenses on a non-exclusive basis and consents to inclusion of all copyright works comprised in the Composition in any of the Organiser's promotions or advertising for any product:
- (a) with reasonable attribution in accordance with industry standards; and
 - (b) with no changes to be made to the Composition without the prior consent of the Entrant.
- 8.2 All materials submitted, including files containing the recording of the Composition, become the property of the Organiser on receipt. They will not be returned, and the Organiser will not be liable for their loss or destruction. Entrants should retain a copy of all materials submitted, including a copy of the recording of the Composition. Entrants agree to the use of their image, their name, the Composition and the recording of the Composition in any or all publicity regarding the Composition Competition and the Organiser.
- 8.3 Each Entrant warrants to the Organiser in respect of each Composition submitted in this Composition Competition that:
- (a) the Composition does not infringe the rights of any third party, including Interested Parties, and all efforts have been taken to avoid any such infringement; and
 - (b) subject to clause 3.3, the Entrant:
 - (i) is the author of the musical work comprised in the Composition;
 - (ii) owns the copyright in the musical work comprised in the Composition; and
 - (iii) is entitled to submit the musical work as a part of and for the purposes of this Composition Competition.

- 8.4 The Entrant must submit with the Composition written approval from all Interested Parties for the Entrant to enter the Composition in the Composition Competition on these terms
- 8.5 By entering the Composition Competition, the Entrant warrants the Composition is not offensive, inappropriate, defamatory, does not infringe the rights of any third party, including copyright, or is otherwise not against the law. The Organiser may, in its sole discretion, edit Compositions to obscure any other copyright works. The Organiser may, in its sole discretion, take down any Composition from any platform, or disqualify an Entrant for a Composition that the Organiser deems to be offensive, inappropriate, defamatory, infringes the rights of any third party including copyright or is otherwise against the law.
- 8.6 The Organiser is not liable for any loss or damage, including indirect or consequential loss or damage, or personal injury suffered during the course of the Composition Competition or of accepting or using the Prize, except for any liability that cannot be excluded by law. The Entrant indemnifies the Organiser against all liabilities, losses, damages, costs and expenses (including all legal costs, whether incurred or awarded) suffered or incurred by the Organiser in relation to any breach by the Entrant of its obligations under these terms and conditions.

9 Miscellaneous

- 9.1 As a condition of entry, the Entrant (or the parent or guardian of a Minor Entrant) must sign any legal documentation as, and in the form, required by the Organiser and entities associated with the Composition Competition in their absolute discretion, including but not limited to a legal release and indemnity form.
- 9.2 If the Composition Competition is not able to be run as planned due to any event beyond the Organiser's reasonable control, the Organiser may cancel, terminate, modify or suspend the Composition Competition.
- 9.3 Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights.