

Get Songwriting Prize Competition Terms and Conditions

1. The Get Songwriting Prize Competition (Competition) is conducted by the University of Southern Queensland (USQ) (ABN 40 234 732 081) through its School of Creative Arts, West Street, Toowoomba, Queensland, 4350.

2. The Competition commences on Monday 1 March 2020 and closes at 16:00 on Friday 4 June 2021 (Competition Period).

3. Entry into the Competition is free and open to an 'Eligible Entrant' (Entrant or You) who is an Australian Secondary School Student currently in Years 9-12 who is the sole author of the Song (written lyrics) submitted. Any student who is an immediate family member of any USQ employees judging this Competition is ineligible to enter.

4. Information about the Competition and on how to enter forms part of these Terms and Conditions.

5. By entering the Competition, You (and if the Entrant is under 18 years of age, the Entrant's parents or guardians) acknowledge that you have read, understood and accepted these Terms and Conditions.

6. You may submit a maximum of two Entries (songs). To validly enter the Competition, You must during the Competition Period submit the following (the Entry) at usq.edu.au/get-songwriting:

(a) A fully completed and correct entry form;

(b) A document with the:

(i) Full lyrics (Content) of the Song in a Microsoft word file, with

(ii) A link to a digital recording of their song (via soundcloud or another streaming service). If an Entrant wishes to use another method of providing a copy of the audio recording of the performance of the Entrant's Song for the panel of judges, the Entrant must first seek written consent and agreement from the USQ Contact. If agreed, the USQ consent will be provided to the Entrant. A copy of this consent together with the relevant audio material must be submitted as directed in the consent. The USQ Contact may be reached by email: outreach.events@usq.edu.au or by phone: 07 4631 5348.

7. Entry criteria:

The Song must be original and not signed with a publishing company at the time of entry into the Competition.

- a. The full performance of the Song must not take longer than 4 minutes.
- b. The audio recording of the Song must be of the full Song and must include all lyrics as per Item (b)(i) of Clause 6 of the Entry. The Song will not be judged on the production value of the audio recording, however the recording of the Song performed should communicate all harmonic, melodic and lyrical elements of the work clearly and effectively.
- c. The audio link provided as per Item (b) of Clause 6 of the Entry or as otherwise permitted under Clause

8. It is the Entrant's responsibility to ensure that the link to and the audio recording in respect of each entered Song is complete and playable. If USQ is unable to access or fully play the Song, the Entry will not be considered.

9. The Song as performed in the audio recording may be performed by the Entrant or others. If others, You must ensure -You have obtained -all prior licences, permissions and consents and Moral Rights (including of the performers) to the recording and the use of the recording, including for Competition purposes. For purposes of clarity the performers in the song recording are not Eligible Entrants or eligible for prizes.

10. By entering the Competition, You warrant that You:

- (a) are the sole owner of the original Content and Copyright in the Content (item (b)(i) clause (6)) of the Entry, and
- (b) have all licences, permissions and consents relevant to the audio recording of Your Song and its use in this Competition.

This clause shall survive the conclusion of the Competition.

11. USQ acknowledges that Entrants retain copyright ownership of the Content. USQ reserves the right not to return any Entries to Entrants. USQ reserves the right to use entries in conjunction with the promotion of the get songwriting competition, however no fees, royalties or payments are payable to any Entrant (including a winner).

12. The Competition Total Prize Pool is valued at AUD\$2205 and consists of three (3) Prizes, comprising:

- (a) one (1) First Place Prize, and
- (b) two (2) Runner-Up Prizes, one (1) for each of the two competition categories (the junior category is comprised of the Year 9 and 10

entrants. The senior category is comprised of the Year 11 and 12 entrants).

The First Place Prize is \$1745, which includes;

- (a) whereby the winner can request the purchase of an item relating to music, for USQ to arrange purchase of to the value of \$1000.
- (b) Registration, excluding accommodation costs, to the 2022 McGregor Summer Music Retreat held in January 2022 at the USQ Toowoomba campus, valued at \$695.
- (c) Registration at one of USQ's Two-Day Music Experiences held in either July or September at USQ Springfield Campus, including an optional opportunity to have your song recorded in the TV & Radio facilities - Valued at \$50

The Runner-Up Prizes (Total Value \$460) consist of a songwriting book (valued at \$30.00 each), and a \$200 gift voucher to a music store of the prize winners choice).

13. USQ reserves the right to substitute any Prize for another prize of equal value or greater value in the event the Prize is not able to be awarded. A Prize shall not be redeemable or transferable for cash. Any change in the value of the Prize between the commencement and conclusion of the Competition is not the responsibility of USQ.

14. In addition, any terms and conditions applicable to a Prize (including any time limitation or validity period) and ancillary costs incurred in taking and using the Prize is the sole responsibility of the winner and not USQ. USQ accepts no liability for any actions or omissions of third party entities in relation to the Prizes.

Judging. Selection Criteria and announcement of Winners

15. Entrants may or may not be shortlisted by one (1) USQ judge into the final pool for final judging and selection of the Prize Winners of the Competition by a panel of judges comprised of a minimum of three (3) USQ judges. All USQ judges will be Contemporary Music academic staff members from the USQ School of Creative Arts and the shortlisting judge will not sit on the final judging panel. The shortlisting judge's and the final panel's decision will be final and binding and no correspondence regarding their deliberation or decision will be entered into.

16. Entries will be judged at each stage of the Competition according to the following selection criteria:

- Effective and appropriate use of lyrics, and lyrical form and structure
- Effective and appropriate use of song form
- Effective and appropriate use of harmony

- Effective and appropriate use of melody and rhythm
- Originality

17. The name, year level and the School and placement of each of the Prize Winners of the Competition will be published on USQ webpages.

Miscellaneous administration matters regarding Competition.

18. USQ reserves the right not to accept any Entries at its sole discretion. USQ also reserves the right to disqualify any Entrant or Entry in its absolute discretion. For example, USQ may disqualify:

- a. Any surplus or additional Entries;
- b. Incomplete, incorrect, indecipherable or illegal *Entries;
- c. Any Entries that USQ considers contains material that is objectionable, defamatory, profane or potentially insulting, inflammatory or defamatory or contravenes an applicable law or infringes any third party's rights;
- d. Entrants who USQ considers that they have tampered with the entry process or engaged in unlawful or improper conduct that is designed to jeopardise the fair and proper conduct of the Competition or is generally damaging to the goodwill or reputation of USQ; or
- e. Entries that USQ considers inappropriate for any reason.

19. USQ reserves the right, at any time, to verify the validity of Entries and the mandatory details provided by Entrants (including an Entrant's identity, age and parental/legal guardian permission (where applicable)) and to disqualify any Entrant who submits an Entry that is not in accordance with these Terms and Conditions. The identification necessary for verification is at the sole discretion of USQ. Failure by USQ to enforce any of its rights at any stage does not constitute a waiver of those rights.

20. Your Personal Information as defined by the Information Privacy Act 2009 (QId) may be collected, used and disclosed by USQ for university and competition purposes and other incidental and associated functions and activities including disclosure of the Prize Winner's Personal Information in publications made available to the public throughout the world by use of on-line, print and other media services and communication tools. A request to access, update or correct any Personal Information held by USQ should be directed to the USQ Privacy Officer at privacy@usq.edu.au.

21. By entering the Competition, You (and if You are under 18 years of age, your parent or legal guardian) consent to USQ using and disclosing any part of your Personal Information provided as set out above including without limitation the following :

- a. use in any communications publications marketing or promotional activities associated with the Competition or other university purposes including but not limited to email updates regarding Creative Arts study at USQ and event invitations;
- b. Transfer of your Personal Information outside of Australia; and
- c. In the event of winning, use and disclosure of your name, school and photograph(s) for publicity, marketing, promotional and publication purposes including throughout the world whether in on-line, print or other media services and communication tools.

You may withdraw your consent to future use and disclosure of personal information in promotional and marketing activities and publications at any time by written notice to the USQ Privacy Officer, and upon receipt of such notice, USQ will take reasonable steps to cease using and disclosing that personal information as soon as reasonably possible. In some instances, USQ will not be able to cease the use or disclosure, for example, where information has been cached by others.'

22. USQ does not accept any responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected Entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.

23. USQ reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition including extending closing date of the Competition or varying the time of judging.

24. If for any reason this Competition is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the control of USQ which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition or otherwise, USQ reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition subject to any written directions under applicable legislation.

25. Except for any liability which cannot be excluded by law (in which case liability is limited to the maximum allowable by law), neither USQ nor any of its Associates (including employees, contractors, agents, and suppliers) will be liable for any liability, loss, damage, or expense (including direct, indirect, special or consequential) howsoever arising and on any theory of liability including contract, tort (including negligence) or statute that arises out or in connection of the

Competition (including any use of the Prize). The Entrant indemnifies USQ for any loss or damage suffered from providing false, incorrect, incomplete or misleading information or breaching any third party intellectual property

rights or any Terms and Conditions in this Competition. This clause survives the end of the Competition.

26. USQ's decisions in relation to the Competition are final, binding and conclusive and no correspondence will be entered into.

27. This Competition is in no way sponsored, endorsed or administered by, or associated with Facebook.



Josh Pienaar

PVC Students

22/2/2021 | 8:54 AM AEST