

# Rob Guest

## ENDOWMENT

### ROB GUEST ENDOWMENT: TERMS AND CONDITIONS 2016

1. Information on how to enter and prizes forms part of these conditions of entry. Entry into the competition constitutes acceptance of these terms and conditions.
2. Entry is open to Australian residents between the age of 18 and 30 as at 1<sup>st</sup> November 2016 ("Entrants"). Failure to provide proof of age and citizenship if requested will result in your disqualification from the competition.
3. Any individual that has been contracted in a 'star' role as defined by the PCA will not be eligible.
4. The competition commences on 4<sup>th</sup> July 2016 and closes at 1<sup>st</sup> December 2016.
5. To enter the competition, Entrants must submit their completed application form online by Monday 1<sup>st</sup> August 2016. If a filmed application is being used then this must be submitted by Monday 15<sup>th</sup> August 2016. Film must not exceed five (5) minutes in duration and should only include the performance of the song. No other information or introduction is necessary and will not be taken into consideration for the purposes of judging the entries. There is a limit of one entry per entrant.
6. Entries that are, or include, obscene, offensive, defamatory, inappropriate, unsuitable, or infringing content, in the opinion of the Friends of Rob Guest Endowment (F.O.R.G.E.) Inc. will be invalid and not eligible to win.
7. Entrants will be required to provide various personal details as specified in the application form including full name, email address, residential address, contact telephone numbers, date of birth and gender for the purpose of verifying eligibility. Incorrect details may nullify the entry. Any incomplete entries may also be deemed invalid and disregarded.
8. The winner of the Rob Guest Endowment will receive a \$20,000 talent development grant to be used for the winner's growth and development as an artist.
9. At the conclusion of the competition, before receiving the funds, the winner must submit a document outlining how they propose to use their funds. On approval of their study plan, the \$20,000 will be distributed by Creative Partnerships Australia (CPA) whilst all other prize elements will be facilitated by F.O.R.G.E. Inc. The F.O.R.G.E. Inc. committee will willingly put the winner in contact with the relevant tutors in Australia and overseas to help maximise their gain from their tuition plan. The winner will be asked to submit a detailed report to the Rob Guest Endowment Committee within three months of receiving the money, outlining the use of funds, the benefits gained from their prize, and their plans for the future. The funds are not to be used for non-performance related items. All prize values are in Australian dollars. F.O.R.G.E. Inc. is not liable for any insurance or extra payments that may be incurred by the recipient that do not fall within the prize package.
10. The winner must fulfil the requirements of the award within one year of the Concert. If this is not possible, a document clearly outlining the reason for this must be submitted to the Rob Guest Endowment Committee for approval of an extension to the dates.
11. The second prize winner will receive a \$5,000 artist development award sponsored by Melbourne's East End Theatre District. These funds will be distributed by CPA and it is the responsibility of the artist to claim this prize.
12. The 4 finalists not receiving either of the major prizes, will receive \$1,500 as runners up awards. These funds will be distributed by CPA and it is the responsibility of the artist to claim this prize.
13. The prizes are not exchangeable, transferable and non-cash prizes are not redeemable for cash
14. Tax implications may arise from the prize winnings. Independent advice should be sought.
15. Entrants enter the competition at their own expense. No flights or accommodation required for participation in the semi finals will be covered by F.O.R.G.E. Inc.
16. This is a competition of skill. Chance plays no part in determining the winner. The Committee's decision is final and no correspondence will be entered into.
17. The short-listed entrants will be notified by phone. Entrants must be available for a live audition between the hours of 9am and 6pm on the 19<sup>th</sup> September 2016 and if successful, entrants must be available for the final Concert in Sydney, later in 2016. These dates are subject to change but once confirmed are not negotiable.

18. The semi-finalists should bring a folder with not less than five song choices that they feel best represent their abilities, from which the judging panel will choose two songs for their audition. The artist should have their own two choices in mind if asked to choose, but be prepared to sing any of the songs (or part of songs) in the folder. The artist will provide the judges with a printed document with song name, lyricist, composer and show from which the song is taken for all song choices.
19. If successful in gaining a place in the final six, the choice of songs for the concert will be made by the judges from this audition folder. If the orchestrations are not available for these choices, the judges reserve the right to ask for further choices, OR choose additional repertoire for the finalist.
20. The six finalists will each perform two solo songs at the final Concert. Artists must perform the songs chosen for the semi final auditions. Final song choice is subject to availability of music for performance in Australia. Any arrangements or orchestrations not provided by the musical director will be provided no less than one month before the concert for approval. The finalists may also be required to learn and perform in two ensemble pieces for the final concert.
21. Finalists should be available the complete day of the concert to rehearse all concert items. Inability to attend the final concert may result in a finalist being ineligible to compete.
22. According to the availability of the finalists and musical director, one rehearsal prior to the final concert day will be provided for the six finalists to rehearse their solo repertoire with the musical director.
23. F.O.R.G.E. Inc. accepts no responsibility for any breach of contract or any infringement or other violation of copyright or any other intellectual property rights or proprietary rights through the acceptance of entries into the competition and each entrant takes full responsibility for any such claims made in relation to their entry.
24. The Entrants irrevocably agree and consent that F.O.R.G.E. Inc. may, and may authorise others to photograph, video, film and/or record them and edit, adapt, alter, omit and otherwise use the resulting materials, their name, likeness, image, actions, voice and/or biographical material (which includes, without limitation, any "personal information" as defined in the *Privacy Act* 1988 (Cth) ("Materials")), in any and all media now known or hereafter devised, world-wide, in or in connection with the production, broadcast, marketing, promotion, publicity and exploitation of the Programme, in perpetuity without restriction. F.O.R.G.E. Inc. will own all rights, title and interest in any Materials and the results and proceeds of the Materials in perpetuity.
25. All entries and performances throughout the competition become the property of F.O.R.G.E. Inc. Entrants hereby irrevocably assign to F.O.R.G.E. Inc. all right, title and interest (including without limitation the entire copyright, including but not only a present assignment of future copyright) to the results and proceeds of Entrants' contributions to the competition including but not limited to any copyright in the entry sent to the Committee and including but not limited to any literary, dramatic, musical or artistic work (within the meaning of the Copyright Act 1968 (Cth) incorporated therein in which the Entrant owns copyright
26. Entrants have no right to seek any royalty, payment or other compensation from F.O.R.G.E. Inc. and they must consent to F.O.R.G.E. Inc. using their names and images on promotional, marketing and publicity purposes material
27. Subject to additional consent, Entrants agree to participate in all F.O.R.G.E. Inc. publicity activities in relation to the competition and cause as requested. Entrants will not unreasonably withhold consent to participate in such publicity as required by the Committee or their associated agencies and companies associated with the competition.
28. F.O.R.G.E. Inc., its associated agencies and companies and the agencies and companies associated with the competition are not liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or a consequential loss), or for personal injury suffered or sustained as a result of entering the competition or taking any prize, except for any liability that cannot be excluded by law.
29. F.O.R.G.E. Inc., will not be liable for any loss or damage whatsoever resulting from incorrect details lodged by Entrants.
30. F.O.R.G.E. Inc., reserves the right to vary the rules of any competition or any prizes offered or cancel any competition if it is no longer able to run the competition due to reasons beyond its control, subject to state legislation. F.O.R.G.E. Inc. will not be liable for any losses to any party arising from any variation or cancellation.
31. Finalists will receive four (4) complimentary tickets to the final performance for friends or family members. Any other tickets must be purchased.

32. To ensure consistency and fairness in judging the awards each year, where a high level of performance excellence is not achieved, the Rob Guest Endowment judging panel reserves the right to not award a winner, or have six finalists.