

ROB GUEST ENDOWMENT MUSICIAN AWARD TERMS AND CONDITIONS 2018

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 1st November 2018 ("Entrants"). Failure to provide proof of age and citizenship if requested will result in your disqualification from the competition.
3. The competition commences on 30th July 2018 and closes the 19th November 2018.
4. To enter the competition, Entrants must submit their completed application via the online form on the website, www.robquestendowment.com.au by Monday 1st October 2018.
5. 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.
6. 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.
7. Applicants are to submit their application via the online form on the website, www.robquestendowment.com.au. All applications will then be reviewed by a panel of industry experts and a decision regarding a winner will be made.
8. The winner of the Musician Award will receive a \$5000 professional development grant to be used for the winner's growth and development as a musician.
9. At the conclusion of the competition, the \$5000 will be distributed by Creative Partnerships Australia (CPA).
10. 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.
11. 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.
12. The prizes are not exchangeable, transferable and non-cash prizes are not redeemable for cash
13. Tax implications may arise from the prize winnings. Independent advice should be sought.
14. 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.
15. The winner will be notified by phone and/or email.
16. 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.
17. The Entrants irrevocably agree and consent that F.O.R.G.E. Inc. 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.
18. 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.
19. 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
20. 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.

21. 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.
22. F.O.R.G.E. Inc., will not be liable for any loss or damage whatsoever resulting from incorrect details lodged by Entrants.
23. 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.
24. 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.

I, _____ have read, understood and agree to the revised Terms and Conditions for the Rob Guest Endowment Award.

NAME: _____

SIGNATURE: _____

DATE: _____