

Online Song Contest Terms and Conditions 2024

Please read these terms and conditions carefully before applying to enter the *Online Song Contest*.

Entering the *Online Song Contest* constitutes your acceptance of these terms and conditions. If you do not agree with any of these terms and conditions, please do not enter your song into *Online Song Contest*.

1. Definitions

For the purpose of interpreting these terms and conditions, the following terms will have the corresponding meanings:

“Online Song Contest” means *Online Song Contest* conducted by Moreton Bay City Council.

“Chief Executive Officer” means the Chief Executive Officer of Council or a person acting in that position.

“Council” means Moreton Bay City Council, and where the context permits, includes an authorised officer of Council.

“Entrant” means a person or persons (in the event of a group) who submit a song as part of the *Online Song Contest*.

“Entry” means submission of a song under one of the three categories: Original Song, Cover Song or Rap Song and subject to eligibility outlined in clause 2.

“Force Majeure Event” means any circumstance beyond the reasonable control of a party which results in that party being unable to perform an obligation on time, and includes, but is not limited to:

- a) Natural events like fire, storm, flood, landslide, washaway or earthquake
- b) National emergency
- c) Terrorist act or war
- d) An order of any court.

“Judge” see clause 5(a).

“Moreton Bay City Council area” means the combined area of the former Redcliffe City, Caboolture Shire and Pine Rivers Shire Councils.

“Third Party Provider” means a party which operates or controls the Online Song Contest, or part of the Online Song Contest, that is not Council.

2. Eligibility Criteria

- a) Entries open 9:00AM (AEST) 7 April 2024.

- b) All entrants must be aged between 12 years and 25 years during 2024.
- c) Only young people who currently reside within the Moreton Bay City Council area are eligible to enter.
- d) All songs entered into *Online Song Contest* must be:
 - i. Solely the work of the Entrant (or Entrants in the event of a group)
 - ii. Each song file must be submitted as a MP3 or WAV file. Council reserves the right to request a higher quality copy of the Entrant's song at a later date if required for judging or for any other purpose.
 - iii. All submissions must be accompanied by the Entrant's name, address, age, and song title.
 - iv. Entrants may include an explanation of their song's meaning.
 - v. All styles of music are acceptable.
 - vi. Songs are to be submitted in digital format only via the link provided.
 - vii. If under 18, entrants must have parental/guardian permission to enter the competition.
- e) Where an Entry contains an identifiable person/people, the Entrant is responsible for obtaining permission to use the name of the identifiable person/people. If the person is a minor, consent must be obtained from a parent or guardian. Council reserves the right to request written evidence of consent.
- f) Council reserves the right to reject any submission at all times notwithstanding that consent has been obtained.
- g) All Entries are licensed to Council for purposes related to the *Online Song Contest* exclusively and irrevocably until the end of the competition, at which point rights revert to the Entrant.
- h) No alterations to songs, title or statement must be made after submission.
- i) The copyright in song(s) remains with the Entrant, however, Council maintains the right to use the song(s) or part thereof in promotion of *Online Song Contest*, present and future. Council reserves the right to reproduce the song/s or parts thereof for the purpose of publicity, critical review or archival reference, in hard copy or digital/web formats. Entry of a song constitutes the Entrants permission for such reproduction.

3. *Competition closing date and entry administration fee*

- a) There is no entry fee.
- b) Songs must be received by Council no later than 11.59 PM (AEST) on 13 April 2024, all submissions are to be made via the link provided.
- c) Council reserves the right not to accept any entries which do not comply in any respect with these terms and conditions, which is determinable by Council at its sole discretion.

4. Timeframes and correspondence

- a) Entry into the *Online Song Contest* is an online process. All communication will be via the email address supplied to Council and any Third Party Providers involved.
- b) Entrants should receive confirmation of receipt upon submission of entry.
- c) By entering the Entrant is confirming their acceptance of the song being shared online.
- d) The winning Entrants will be announced via Imagine Music after April 18, 2024, with the date and location to be advised.
- e) All communication will be via email correspondence and all Entrants must keep Council updated of any email or contact detail changes if they wish to receive any correspondence in relation to *Online Song Contest*.

5. Third Party Providers

- a) You acknowledge that some Activities are operated and controlled by Third Parties.
- b) You acknowledge that Council or Third Parties may require you to sign an additional release on the date of the Activity, prior to undertaking the Activity.
- c) You agree that you will obey and will comply with all rules and directions made or given by the Third Party Provider in connection with the booked activity. If you fail to comply with the Third Party Provider's rules and/or directions, you will not be permitted to continue the booked activity.

6. Judging

- a) A panel of three judges will be appointed by Moreton Bay City Council.
- b) All songs that qualify and are deemed suitable for entry into *Online Song Contest* will be judged.
- c) Winners will be announced after April 18, 2024.
- d) Council reserves the right to decline to exhibit any song which does not meet content guidelines and is deemed explicit.
- e) An Entrant can only submit one Entry per category.
- f) If Council reasonably believes, at any time, whether before or after the expiration or termination of these terms and conditions, that an Entrant has breached any of these terms and conditions, that Entrant will be liable to return prize(s) they received as a result of their entry into *Online Song Contest* within 30 days of such demand by Council. If this is not returned to Council within the said time, Council may recover

the amount as a liquidated debt in a court of competent jurisdiction. h) Council undertakes to include the name of the Entrant on all reproductions. Failure to publish a credit due to error or oversight shall not be deemed a breach of this condition. Council will seek to correct any errors or oversights when notified.

g) Entrants agree to their songs and first names being published on Council's website and social media pages, with the possibility of third party sharing.

h) Council reserves the right to disqualify or reclassify any song(s) which, in the judge's opinion, is copied or otherwise infringes any laws or these terms and conditions. The judge's decision is final and not subject to appeal. No correspondence will be entered in relation to the judge's decision.

7. Prizes

a) The prizes include:

There are three categories each will have one prize attributed:

- i. Best Original Song - items, vouchers or services to the value of \$300.00
- ii. Best Cover Song - items, vouchers or services to the value of \$300.00
- iii. Best Rap Song - items, vouchers or services to the value of \$300.00

8. Dispute resolution

a) Entrants agree that any dispute arising between the Entrant and Council in relation to these terms and conditions will be dealt with as follows:

- i. The Entrant will notify Council in writing of the nature of the dispute
- ii. The Entrant and Council will attempt to resolve the dispute via negotiation in good faith
- iii. If no resolution is reached via negotiation within seven (7) days of the service of the written notice (or such extended time as the parties may agree in writing before the expiration of the seven (7) days) the dispute must be resolved by a decision of the Chief Executive Officer
- iv. the decision of the Chief Executive Officer will be binding on both the Entrant and Council
- v. the decision of the Chief Executive Officer will be given to the Entrant in writing
- vi. at all times during the dispute resolution process, the Chief Executive Officer must act in accordance with the principles of natural justice and fairness.

9. General

a) These terms and conditions will be effective from the date upon which the Entrant enters the *Online Song Contest* up to the date upon which the competition ends, however, any of these terms and conditions which are capable of having effect following the completion, termination or expiration of these terms and conditions (including without limitation; warranties, releases and indemnities) must remain in full force.

- b) These terms and conditions shall be governed, constructed and interpreted in accordance with the laws in force in the State of Queensland.
- c) These terms and conditions supersede any prior agreement between the Entrant and Council and any modification to these terms and conditions must be in writing and signed by both the Entrant and Council.
- d) Council reserves the right to waive or modify any of these terms and conditions if it forms the reasonable belief that this action is justified given the extreme or exceptional circumstances of the Entrant. Such waiver or modification must be evidenced in writing from Council to the Entrant to be effective at law.
- e) Neither Council nor the Entrant will be liable for non-compliance with any of these terms and conditions in the case of a Force Majeure Event.
- f) Entrants agree to release to the full extent permitted by law and to indemnify and keep indemnified the Council, its officers, employees, agents, suppliers, contractors, volunteers and insurers against all liability for loss, damage and expense (including legal costs) whatsoever arising in any way associated with the *Online Song Contest*.
- g) In the event that any of these terms and conditions are declared invalid, such a term and condition will be severed from this document and the remainder of the terms and conditions will continue to operate in full force and effect.
- h) The Entrant acknowledges that the purpose of these terms and conditions is to protect Council in all respects and to make the Entrant liable for any loss, damage or expense suffered in any way associated with *Online Song Contest* and the Entrant agrees that these terms and conditions must be interpreted to achieve that purpose.
- i) The Entrant acknowledges that he/she/they have had the opportunity to obtain independent legal advice prior to agreeing to these terms and conditions.