

Vanda & Young Songwriting Competition - Entry Form

There is no limit on the number of songs you may submit.

Entry fee per song is \$50 AUD.

Payment must be submitted with the completed form and song(s).

Please complete all sections below.

MAIL YOUR ENTRIES TO:

Vanda & Young Songwriting Competition

C/- APRA AMCOS

Locked Bag 5000

Strawberry Hills NSW 2012

AUSTRALIA

SECTION A: YOUR DETAILS

Name: _____

Pseudonym/ Artist Name: _____

(if applicable. Please note: this will be published if you are a finalist)

Band Name *(if applicable)*: _____

Residential Address: _____

STATE/COUNTY POST CODE/ZIP CODE COUNTRY

Postal Address: _____

STATE/COUNTY POST CODE/ZIP CODE COUNTRY

Home Phone: _____ Mobile Phone: _____

Email Address: _____

Website: _____

IDENTIFICATION

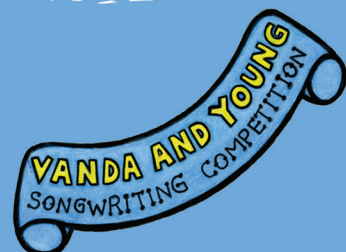
In addition you are required to provide some form of identification. Please include with your application a copy of one (1) of the following five (5) types of identification:

- Proof of ID Card
- Birth Certificate
- Drivers Licence
- Passport
- Parental Authority Form (if under 18)

Contact

Lucia Doll | APRA AMCOS

P: +61 2 9935 7878 | E: entries@VandaYoungSongComp.com



Terms & Conditions

1. TERMS AND CONDITIONS

The following information describing how to enter and prizes forms part of the Terms and Conditions of entry to the Vanda & Young Songwriting Competition (Competition). By entering the Competition each Entrant agrees to be bound by these Terms and Conditions.

2. ORGANISER

The Organiser of the Competition is Australasian Performing Right Association Ltd (ABN 42 000 016 099) of 16 Mountain Street, Ultimo, NSW, 2007, AUSTRALIA (Organiser). All proceeds will be donated by the Organiser to Nordoff-Robbins Music Therapy Australia Limited.

3. ELIGIBILITY

Entry into the Competition is open to all amateur and professional songwriters, regardless of nationality or origin, whether published or unpublished. Entry must be in the name of an individual writer (Entrant). The Entrant must be the writer or co-writer of each song entered under his or her name. If an Entrant is under 18 years of age, he or she must provide written authority signed by a parent or guardian. Employees (and their immediate families) of the Organiser are ineligible to enter.

4. CO-WRITERS

Songs written by multiple co-writers are eligible for entry, however each song must be entered under the name of the individual Entrant only. It is the responsibility of the Entrant to divide any prizes with co-writers as appropriate.

5. ONLINE ENTRY

Subject to the following conditions, Entrants may enter as many songs as they choose. To enter online, Entrants must follow the directions on the Competition online entry form and properly complete and submit an online entry form for each song entered together with a recording of the song in MP3 format and payment of the \$50 AUD per song entry fee. A currency equivalent may be provided. Subject to clause 14(d), all entry fees are non-refundable. For the avoidance of doubt, entry fees do not constitute tax deductible donations for the purposes of Australian individual income tax returns.

6. PHYSICAL ENTRY

Subject to the following conditions, Entrants may enter as many songs as they choose. To enter by physical mail, Entrants must follow the directions on the Competition entry form and properly complete and submit a physical entry form for each song entered together with a recording of the song in CD format (clearly labelled with Entrant's name and title of song) and payment of the \$50 AUD per song entry fee. A currency equivalent may be provided. Subject to clause 14(d), all entry fees are non-refundable. For the avoidance of doubt, entry fees do not constitute tax deductible donations for the purposes of Australian individual income tax returns.

7. CLOSING DATE

All entries must be received online or postmarked no later than 11.59pm on 13th July 2016. The Organiser accepts no responsibility for any changes in the Competition starting and closing dates.

8. ENTRY MATERIALS

It is the Entrant's responsibility to ensure that the recording submitted in respect of each entered song is complete and playable. The Organiser is not responsible for late, lost, damaged, misdirected, postage due, stolen, or misappropriated entries. All entry materials (entry forms, MP3 recordings, CD recordings) submitted will not be returned to the Entrant. Copies of entry materials may be retained by the Organiser strictly for promotional purposes in accordance with these Terms and Conditions. Otherwise, all entry materials will be destroyed after the Winner is announced.

9. OWNERSHIP

All Entrants, and their publisher if applicable, will retain all copyrights and all other rights controlled by them in any song entered in the Competition. For the avoidance of doubt, no copyrights in any song entered will be assigned to the Organiser by virtue of entering this Competition.

10. INDEMNITY

All entries submitted must be original songs and shall not infringe any copyrights or any other rights of any third parties. In particular, the Entrant warrants that he or she has obtained the written permission from any co-writer or publisher controlling any rights in the entered song. The Entrant shall, by entering, indemnify and hold the Organiser harmless from and against any claims inconsistent with the foregoing. The Entrant acknowledges that all songs entered may be distributed to the judging committee who will be selecting the Winner, and the Entrant agrees to release, indemnify, and hold the Organiser and judges harmless for any liability, damages, or claims for injury or loss to any person or property relating to, in whole or in part, directly or indirectly, participation in the Competition.

11. JUDGING

All entries will initially be judged by the Organiser prior to the referral of a short list of songs to an external judging committee that will select one Winner. The judging committee will comprise a selection of high-profile music industry professionals. All entries will be rendered anonymous and numbered prior to judging. Entries will be judged equally on melody, composition, originality, and lyrics, when applicable. Lyrics may be in any language. Production value and quality of performance will not be considered. The judging committee will not be in a position to provide Entrants with feedback or a critique in relation to entered songs. The judging committee's decision is final and no correspondence will be entered into.

12. WINNER

The Organiser will use its best endeavours to announce the Winner by no later than early October 2016, but will not be held liable for any unforeseen delays in the judging process. The Winner will be notified by email, post or telephone. The Winner will also be posted on the website www.apraamcos.com.au/vandayoungsongcomp. The Winner will be required to sign a statutory declaration confirming that Winner's song is original, that the song does not infringe any copyrights or any other rights of any third parties, and that all necessary permissions to enter the song have been obtained. Failure to sign and return the statutory declaration within the required time period or provision of false information may result in disqualification and an alternate winner may be selected.

13. PRIZE

Subject to the following paragraph, the First Place Winner will receive the following Prize:

- AUD \$50,000 cash

The Second Place Winner will receive the following Prize:

- AUD \$10,000 cash

The Third Place Winner will receive the following Prize:

- AUD \$5,000 cash

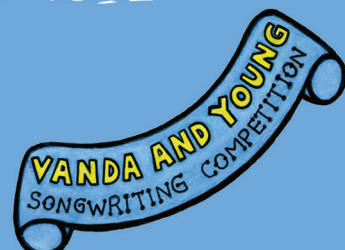
14. PRIZE CONDITIONS

The Winner's entitlement to the Prize described above is subject to the following:

1. The Prize will be awarded to the individual Entrant who submitted the winning song and the division of the Prizes among co-writers (if any) is the responsibility of the Winner.
2. The Prize is not transferable or exchangeable. The Organiser is not liable in any way if the Winner cannot receive, accept or use any element of the Prize for any reason. The Prize (or any part thereof) may be cancelled in the Organiser's discretion if the Winner attempts to transfer it.
3. The Organiser will not cover any associated costs in connection with the Winner's enjoyment of the Prize other than those expressly stipulated above or on the Competition entry form. Without limiting anything else in these Terms and Conditions, the Winner is not entitled to any reimbursement of any kind as a result of entering the Competition or enjoying or participating in the Prize or part of the Prize. Any taxes payable in relation to the Prize are the sole responsibility of the Winner.
4. The Organiser reserves the right, in its absolute discretion, at any time during the Competition period, to vary, withdraw, postpone or cancel the Competition or Prize including without limitation, in circumstances where it cannot conduct the Competition or grant any part of the Prize for any reason beyond its control. In the event the Competition is cancelled in its entirety, Entrants will be refunded their entry fee in full.
5. Subject to clause 14(d) above, in the event that the Organiser postpones or varies the Competition or any elements of the Prize, the Organiser (and any party associated with the Competition) shall not be liable to any person for any loss or damage of any kind (including but not limited to indirect or consequential loss or loss or damage caused by the Organiser's or other party's negligence) arising out of, or in connection with, the postponement or variation of the Competition or the Prize (or part thereof). Nor will the Organiser or other party be liable for any loss, damage, payment or expense of any kind (including but not limited to indirect or consequential

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loss or loss or damage caused by the Organiser's or other party's negligence) or personal injury or other damage suffered or sustained as a result of the entering, judging, running, cancellation or acceptance, enjoyment or use of the Competition or the Prize (or part thereof).

6. The Organiser has the right to refuse to allow the Winner to take part in all or part of the Prizes, if the Organiser deems, at its discretion, that the Winner is not in any appropriate physical or mental condition to ensure the safety of the Winner or the other parties involved, or the Organiser otherwise deems that it is not appropriate for the Winner to take part in all or part of the Prizes for any reason.

15. PROMOTION

The Entrant agrees that should his or her song be selected as the Winner, the Organiser shall have permission to use the song, as well as the Entrant's name, likeness, and voice solely for future advertising and publicity purposes in connection with the Competition, as well as on the APRA AMCOS website and through our social media channels without additional compensation.

16. MISCELLANEOUS

The Competition and these Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales, Australia and all Entrants irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts of New South Wales, Australia.

The Vanda & Young Songwriting Competition is made possible by the generous support of:



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