

Competition (Game of Skill) Details, Terms and Conditions – August 2022

By participating in the Competition, you consent to, and agree to be bound by these terms and conditions (“**Terms and Conditions**”). These Terms consist of “Part A – Competition Details” and “Part B – General Terms and Conditions”.

If you (the “**Entrant**”) do not consent to, accept and agree to these Terms and Conditions, you must not participate in the Competition and will not be eligible for any prizes offered in the Competition.

1. “**Competition**” “Groundwater’s KIX-Start”

2. “**Promoter**” **KIX Country** *registered business name of*
Australian Radio Network Pty Limited ABN 95 065 986 987
3 Byfield Street, Macquarie Park NSW 2113

3. “**Prize Provider**” **KIX Country**
together with
GROUNDWATER COUNTRY MUSIC FESTIVAL *registered business name of*
Major Events Gold Coast Pty Ltd ABN 77 633 448 094
Mezzanine Level, 10 Beach Rd, Surfers Paradise QLD 4217

4. “**Prize**” The Winner will be awarded the opportunity to perform as the opening act on one of the 2022 Groundwater Country Music Festival stages:

This prize will include:
 - return flights for two (2) people from nearest Capital city to the Gold Coast;
 - accommodation in a two-bedroom apartment (1 x queen bed, 2 x single beds) for three (3) nights, checking in on 28 October* and checking out on 31 October* 2022;
 - transfers from Gold Coast airport to the accommodation and return;
 - the opportunity to open the 2022 Groundwater Country Music Festival with a set of up to forty-five (45) minutes of the Entrant’s own performance and own music;
 - interviews and photos to be shared on the Promoter’s and Prize Provider’s social media channels;
 - writing a song with accomplished country songwriter Phil Barton, who has had songs recorded by Lee Brice, Sara Evans, Eli Young Band, Dustin Lynch, Cassadee Pope, Morgan Evans, Locash, The Wolfe Brothers, The McClymond’s, Lee Kernaghan and many more;
 - recording your next single at 'The Music Cellar' with one of Australia’s most in demand record producers Rod McCormack who has produced Paul Kelly, Troy Cassar Daley, Jimmy Barnes, Kasey Chambers and countless others;
 - your single being promoted to radio by one of Australia’s leading PR companies Varrasso PR, who are leaders in radio promotion in Australia and have promoted the likes of Jason Aldean, Jimmie Allen, Lainey Wilson, The Wolfe Brothers, Casey Barnes, Eskimo Joe, Ruel, and Hanson;
 - a one-on-one mentor session with multiple award-winning country star Gina Jeffreys; and

- having your single supported by KIX Country, plus other exciting opportunities.

*The entrant acknowledges that, due to the impact and government management of events like the COVID-19 pandemic and natural disasters in Australia, the location, dates and aspects of the prize may change or become void at short notice due to circumstances beyond the Promoter's and Prize Provider's control.

5. Who can enter

Entry is open to residents of Australia who are aged 16* years or over, who are emerging or undiscovered vocal artists / musicians, and who do NOT currently have:

- existing contractual arrangements for performing rights or commercial engagements;
- a contract with a record label; or
- a contract with a music/artist/talent/band manager.

Entrants must not be the current employees or the immediate family members (spouse; de facto spouse; or natural, adopted or step, parent, child, or sibling) of the current employees of the Promoter, the Prize Provider, of any of the suppliers or agencies associated with this competition, or of any of the related bodies corporate (as that term is defined in s50 of the *Corporations Act 2001 (Cth)*) of the Promoter, the Prize provider, or of those suppliers or agencies.

(“Eligible Entrants”)

*If an Entrant is under 18, they must have the permission and agreement of their parents or legal guardians to enter the Competition, and to participate in the Prize. One parent or legal guardian must also agree to these Terms and Conditions and sign any other documents required as part of these Terms and Conditions or as required as part of this Competition. If an Entrant under 18 wins the Prize, that Entrant must be accompanied to the Groundwater Country Music Festival by a parent or legal guardian.

6. When to enter - “Competition Period”

Start: 9.00am AEST Friday 5 August 2022

Finish: 5:00pm AEST Monday 3 October 2022 (note AEST not AEDT)

(“Competition Period”)

7. Number of entries

A maximum of one (1) entry per Entrant is allowed.

8. How to enter – “Eligible Entries”

To be entered into the Competition, Eligible Entrants must, during the Competition Period:

- visit the Competition page found at <https://www.kixcountry.com.au/win> ;
- comply with the Restrictions on Entries listed in section 9 below;
- complete all the details requested on the online entry form;
- upload a video file via YouTube URL and provide link within entry form, of no more than two (2) minutes in length, of the Eligible Entrant performing a SOLO COUNTRY SONG OF THEIR OWN ORIGINAL COMPOSITION;
- submit the completed entry form and video file.

Eligible Entrants must enter in their own name, and with a video featuring themselves performing. Eligible Entrants may not enter on behalf of another person.

- 9. Restrictions on entries** Any entries that:
- are made more than once;
 - contain incorrect information, or are not in the correct form, genre or otherwise do not meet the competition requirements;
 - are incomplete or incomprehensible;
 - contain, depict or transfer:
 - illegal or prohibited content or matter;
 - abusive, defamatory or discriminatory content;
 - offensive or inappropriate content;
 - content that would cause the Promoter or the Prize Provider to be in breach of the *Commercial Radio Code of Practice 2017*, the *Broadcasting Services Act 1992 (Cth)* or any other law, regulation, direction or Code governing radio broadcast or online content in Australia,
- will be disqualified and will not be eligible for the Competition.

(“Restrictions on Entries”)

- 10. Judging process and “Winner”** First stage, selecting Finalists: For five (5) Fridays in row, the first being Friday 2 September and the last being Friday 30 September 2022, the Promoter will select up to two of the Eligible Entries from the Eligible Entries received up to that date, that the Promoter considers to be the best, taking into account the Judging Criteria, to be a finalist (“**Finalists**”).

Each Finalist will have their Eligible Entry promoted on the Promoter’s and Prize Provider’s social media channels, and on the Promoter’s radio network throughout the Competition Period.

Second stage, selecting winners: On Monday 3 October 2022 a panel of three judges, including at least one representative from the Promoter (Justin Thomson, KIX Country radio announcer), and at least one representative from the Prize Provider (Mark Duckworth, Festival Director) will, taking into account the Judging Criteria, determine which of the Finalists will be the Prize winner (“**Winner**”).

- 11. Judging Criteria** Each Eligible Entry, and where applicable each Finalist, will be individually judged based on its merits in relation to the four criteria below, as determined by the Promoter or the judges (as applicable to the stage of the Competition) in their absolute discretion:

1. Voice quality: including tonality, vocal technique, vocal ability, and appropriateness to genre.
2. Performance: including rendition qualities, expression of song emotions, discipline, timing and precision, and appropriateness of staging of song selected.
3. Individuality: including creativity, originality and artistic merit in the arrangement, delivery and interpretation.
4. Over-all appeal: including entertainment value, audience impact, style, presence and memorability. For the Finalists this may include the response to their Eligible Entry from the Promoter and Prize Provider’s social media followers.

- 12. Notification of winner**
- On Monday 10 October 2022 between 9.00am AEST and 12.00 noon AEST the Promoter will notify the Winner by telephone and email using the contact details provided on the Winner's entry form.
- The Winner will be notified prior to the Promoter announcing the Winner on the Promoter's KIX Country Facebook Live show.
- The Winner's name will also be published on <http://www.kixcountry.com.au/win> and on the Promoter's and Prize Provider's social media pages from Monday 10 October 2022.
- The Winner's name will be announced on air on Monday 10 October 2022 on the Promoter's KIX Country network radio stations.
- 13. Claiming the Prize**
- The Winner will have until 8.59am AEST on Wednesday 12 October 2022 to respond to the Promoter's notification, provide proof of eligibility, confirm their availability to perform at the Groundwater Country Music Festival on the required dates at the required venue, and claim the prize. If the Winner fails to do so, they may forfeit the Prize.
- 14. Forfeit and transfer to runner up**
- If the Winner cannot be contacted by telephone (following reasonable efforts by the Promoter) and has not proved eligibility and claimed their prize by 8.59am AEST on Wednesday 12 October 2022, the Promoter has the discretion to award the Prize to the Finalist judged to be the next most successful, following which the first Winner is deemed to have forfeited.
- 15. Prize restrictions**
- If the Winner (or their chosen travelling companion) does not meet all the Prize restrictions in this section 15 they may not be able to participate in the Prize and their portion of the Prize may be forfeited.
- No part of the Prize can be exchanged or redeemed for cash or any other prize.
 - The Prize cannot be transferred to another person.
 - The Prize is subject to the standard terms and conditions of the Prize Provider, and (where applicable) is also subject to the standard terms and conditions of the airline, the accommodation provider or any other suppliers or providers.
 - The Prize only includes the items listed. All additional costs (including but not limited to any additional travel, food and beverages and other fees or charges) are the sole responsibility of the Winner (and, where applicable, the Winner's travelling companion).
 - In consideration for accepting his or her portion of the Prize, the Winner's travel companion is deemed to have accepted, and be bound by, these Terms and Conditions in so far as they apply to the Winner's travelling companion.
 - If the Winner is under 18, the Winner's travel companion must be a parent or legal guardian.
 - The Winner and the Winner's travel companion must be available to fly on the dates required by the Prize Provider, or on any alternative dates required by the Prize Providers or suppliers due to availability, black-out periods, COVID-19, or unforeseen circumstances. The Winner cannot transfer the Prize to other dates or other locations.
 - All parts of the Prize must be taken together or are deemed to be forfeited.
 - Obtaining leave from work and other arrangements is the sole responsibility of the Winner.
 - Flights and accommodation are subject to change at the Promoter's discretion.

- The Promoter is not responsible for the cancellation, delay and/or rescheduling of any part of the Prize and any resulting costs incurred by the Winner or the Winner's travelling companion.
- No compensation or alternative travel plans will be arranged if the Prize winner and or their travel companion miss their outbound or return flights or fail to meet any check in requirements. These costs will be the responsibility and expense of the Winner and the Winner's travel companion.

16. Grant of licence for copyright over my video entry to Promoter

In consideration for the Promoter's labour and expense in making arrangements relating to the Entrant's participation in the Competition and the opportunity provided to the Entrant to potentially win the Prize, each Entrant hereby grants to the Promoter, in respect of their musical work and the accompanying video submitted to this Competition as their Eligible Entry ("Musical Work and Video Work") (of which the Entrant is the copyright owner), an irrevocable, royalty free, worldwide, licence in all media (whether now known or hereafter devised) for two (2) years after the date of their Eligible Entry, for the Promoter to and use and exploit (including the right to licence others to use) the Musical Work and Video Work for use on KIX Country, to promote KIX Country and to promote the Groundwater Country Music Festival.

17. Entrant warranty

Each Entrant warrants that the Musical Work and Video Work is their own original composition, does not infringe the copyright of any third party, and that there are no restrictions on the Promoter's use of their Musical Work and Video Work. Where the Entrant's rights to any of the Musical Work and Video Work is are challenged or become limited in anyway, the Entrant hereby undertakes to advise the Promoter immediately.

18. Publicity

Entrants are not entitled to, and must not, give interviews or be involved in articles or media reports in respect of the Competition or the Prize with any third party without prior written consent of the Promoter and the Prize Provider. The Promoter may disqualify an Entrant or cause a Winner to forfeit the Prize at their discretion if any Entrant or the Winner does not comply with this restriction.

The Winner may be required to provide to the Promoter and Prize Provider a statement, photos and videos from their Prize performance, which may be broadcast on air and/or published online on both the Promoter and Prize Provider's websites and associated media.

19. Termination of Competition

The Promoter and/or Prize Provider may terminate this Competition at any time in their absolute discretion without liability to any Eligible Entrant or other person at any time without giving any reason whatsoever.

20. Decisions are final

All matters or decisions relating to Eligible Entrants, Finalists, Winners, Prizes and these Terms and Conditions are final and may not be contested. No correspondence or discussions will be entered into.

21. Privacy

By entering this Competition all Entrants accept both the Promoters' Privacy Policy and the Prize Provider's privacy policy as amended from time to time and available on <https://www.kixcountry.com.au/info/privacy-policy> and <https://groundwatercmf.com/privacy-policy/>.

All Entrants' details are automatically entered on both the Promoter's and Prize Provider's promotions database. The Promoter and Prize Provider will also maintain a record of the Winner's details.

By entering this Competition, each Entrant consents to his or her personal information (as that term is defined in the *Privacy Act 1988 (Cth)*) being used for:

- the purpose of selection of the Winner and distribution of the Prize by the Promoter, the Prize Provider(s) and third parties;
- publicity purposes by the Promoter for the purpose of the Competition, including broadcast on radio and publication online and on social media of the Entrant's first and last name, the Entrant's suburb and state of residence, and the Entrant's likeness, voice and character if that Entrant is the Winner;
- direct marketing by the Prize Provider(s) for goods and services (Entrants can elect to opt out at any time by selecting 'unsubscribe' when they receive direct marketing material); and
- direct marketing by the Promoter for future competitions and other goods and services (Entrants can elect to opt out at any time by selecting 'unsubscribe' when they receive direct marketing material).

22. Additional information For additional information about this Competition please contact the Promoter's General Manager, David Greenwood on david.greenwood@kixcountry.com.au.

23. General Terms and Conditions

- a) This Competition is subject to *AUSTRALIAN RADIO NETWORK General Terms and Conditions for Promotions & Competitions* found at <https://www.kixcountry.com.au/info/competition-terms-conditions> ("**General Terms and Conditions**"). To the extent of any inconsistency between these Terms and Conditions and the General Terms and Conditions, these Terms and Conditions will prevail.
- b) The Promoter, the Prize Provider(s) and their representatives may conduct security and identification verification checks in their absolute discretion to confirm whether an Entrant is eligible to enter the Competition and whether any winner drawn is eligible to win the Prize.
- c) The Promoter and Prize Provider(s) reserves the right to disqualify entries or cause Winners to forfeit if the Entrants, entries or Winners do not comply with these Terms and Conditions.
- d) The Promoter reserves the right to disqualify entries where the Entrant has tampered with the entry process or tampered with the operation of the Competition or any website of the Promoter or engaged in any improper conduct calculated to affect the fairness of the Competition. The Promoter further reserves its rights to recover costs from any Entrant who engages in this conduct.
- e) The Promoter and the Prize Provider are not responsible for:
 - i) lost, late or misdirected entries; or
 - ii) any problems or technical malfunction of any network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion online, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise preventing any Entrant from successfully entering or winning the Competition.

- f) If the Prize or a portion of the Prize is unavailable for any reason the Promoter reserves the right to substitute the Prize (or that portion of the Prize) for a prize of equal or greater value and/or specification, subject to the written directions of any regulatory authority.
- g) Despite any other term or condition of these Terms and Conditions, the Promoter and Prize Provider reserve the right to withdraw the Competition at any time and for any reason whatsoever, subject to any regulatory requirements.
- h) Each Entrant, the Winner and the Winner's travelling companion release from, and indemnify the Promoter, the Prize Provider(s) and their related bodies corporate against, all loss, (including but not limited to indirect or consequential loss), damage, expense and personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) arising from the participation in the Competition or acceptance of the Prize, except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- i) The Winner and the Winner's travelling companion have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter or the Prize Provider. These rights include a statutory guarantee that any services provided by the Promoter or the Prize Provider(s) will be rendered with due care and skill and that any goods will be of acceptable quality. These Terms and Conditions do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter and the Prize Provider make no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of the Prize awarded under these conditions of entry and will not be responsible for breach of any such implied terms.
- j) The Promoter does not accept responsibility for any tax or other financial implications that may arise from winning of the Prize. Entrants must obtain their own independent financial advice.
- k) Failure by the Promoter to enforce any of its rights under these Terms and Conditions does not constitute a waiver of those rights.