



Cygnet Folk Festival

SONG AND TUNE WRITING COMPETITION TERMS AND CONDITIONS

How to apply

All entries must be made via the online entry form on the website <http://cygnetfolkfestival.org/get-involved/song-and-tune-writing-competition>.

Terms and conditions

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

Organiser

The organiser is the Cygnet Folk Festival (Organiser) with thanks to APRA AMCOS for their generous funding of the prize monies.

Eligibility

Entry into the Competition is open to all Australian / New Zealand amateur and professional songwriters/composers, published or unpublished.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 composition 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.

Co-writers

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

Online entry

Subject to the following conditions, Entrants may enter up to two compositions. Entries must not have been commercially released for sale or have previously been submitted to the Cygnet Song and Tune Award.

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 composition entered together with a recording of the composition in MP3 format. Song entries must be accompanied by a word-processed document that includes the title and the lyrics (but not the composer's name)

Entries are limited to two per composer/songwriter and must be no more than five minutes in length.

Closing date

All entries must be received online no later than 11.59pm AEST 30th October 2020. No late entries will be accepted.

Entry materials

It is the Entrant's responsibility to ensure that the recording submitted in respect of each entered composition is complete and playable. The Organiser is not responsible for late, lost, damaged, misdirected, or misappropriated entries. Entry materials 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.

Ownership

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

Indemnity

All entries submitted must be original compositions 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 composition. 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 compositions entered may be distributed to the judging committee 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.

Judging

All entries will be rendered anonymous and numbered prior to judging. Entries will be judged equally on melody, composition, originality, and lyrics, when applicable. Songs with a clear narrative will be judged favourably. Lyrics may be in any language (provided an English translation is supplied). Tunes with a clear melody will be judged favourably. 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 compositions. The judging committee's decision is final and no correspondence will be entered into.

Finalists

For 2020 only the finalists will be judged anonymously, however, finalists will be asked to submit a video recording of their entry for a "People's Choice" award in addition to the official judging.

Winner

The Winner will also be posted on the website <http://cygnetfolkfestival.org/get-involved/song-and-tune-writing-competition>. The Winner will be required to sign a statutory declaration confirming that Winner's composition is original, that the composition does not infringe any copyrights or any other rights of any third parties, and that all necessary permissions to enter the composition 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.

Prize

The Winner(s) will receive the following Prize (for 2020 only as a COVID recovery grant):

AUD \$1500 cash unless there are tied winners, in which case, the prize monies will be shared and distributed at the judges discretion

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 composition and the division of the Prize 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. 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 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.

Promotion

The Entrant agrees that should his or her composition be selected as the Winner, the Organiser shall have permission to use the composition, 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 Cygnet Folk Festival website and through our social media channels without additional compensation.

Miscellaneous

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