



Old  
Parliament  
House

## MoAD Terms and Conditions

### Schedule to the Terms and Conditions

<b>Competition</b>	<i>A Call to Action - Music Video Competition</i>
<b>Promoter</b>	<i>MoAD (Museum of Australian Democracy), ABN: 30 620 774 963, 18 King George Terrace Parkes ACT 2600</i>
<b>Website (Clause 1)</b>	<a href="https://www.moadoph.gov.au/learning/">https://www.moadoph.gov.au/learning/</a>  <i>Entry to the Competition is open to all residents of Australia.</i>
<b>Entry Restrictions (Clause 4)</b>	<i>Entrants must be 18 years of age or under to enter. If an entrant is under 18 years of age, they must obtain the <a href="#">permission</a> of their parent or guardian before entering this competition.</i>
<b>Competition Period (Clause 5)</b>	<i><b>Commences:</b> 5 October 2019, 5.00 pm (AEDT)  <b>Ends:</b> Term 4 entry: 26<sup>th</sup> November 2019, 5.00 pm (AEDT)</i>
<b>Entry Method (Clause 6)</b>	<i>To enter, entrants must create an original music video to accompany MoAD's song <i>A Call to Action</i>, and complete a written rationale on their Submission Permission Form and email the completed form to <a href="mailto:learning@moadoph.gov.au">learning@moadoph.gov.au</a></i>
<b>Maximum Number of Entries (Clause 7)</b>	<i>Unlimited entries</i>  <i>Judging will take place within two weeks of the competition closing.</i>
<b>Judging Details (Clause 8)</b>	<i>Competition criteria - demonstrates democracy in action in your school/community. Is original and uses the whole song <a href="#">Call to Action</a>.</i>
<b>Prize (Clause 9)</b>	<i>The 2 winners each term will have their music video published on MoAD's Learning website and MoAD's YouTube site.</i>
<b>Prize Restrictions (Clauses 10- 18)</b>	<i>See Terms and Conditions below.</i>
<b>Winner Notification (Clause 19)</b>	<i>The 2 winners will be notified via email and their details (first name, year and school) will be published on the MoAD website, Facebook page and Twitter feed, and in MoAD newsletters.</i>
<b>Rights in Your Entry (Clauses 20- 24)</b>	<i>A non-exclusive licence</i>
<b>Additional Terms Applicable to this Competition</b>	<i>None</i>

## *General Terms and Conditions*

### **Introduction**

1. By entering the Competition, you agree to be bound by the Terms and Conditions of the Competition. The Terms and Conditions governing the Competition include these General Terms and Conditions, the Schedule to these General Terms and Conditions and any instructions relating to the Competition on the Promoter's Website.
2. Any capitalised terms used in these General Terms and Conditions have the meaning given in the Schedule, unless stated otherwise. In the event of any inconsistency between the Schedule to the Terms and Conditions (**Schedule**) and these General Terms and Conditions, the Schedule will take precedence.
3. The Promoter may in its absolute discretion refuse to award any Prize to any entrant who fails to comply with these Terms and Conditions.

### **Entry Restrictions**

4. Eligibility to enter the Competition is subject to the Entry Restrictions. An entrant of the Competition must be an individual and not a company or organisation. Directors, immediate family members, employees and contractors of the Promoter and any agencies, retailers and suppliers directly associated with the Competition, or with the provision of the Prize, are not eligible to enter.

### **Competition Period**

5. The Competition will be conducted during the Competition Period. Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.

### **Entry Method**

6. To enter the Competition, entrants must enter the Competition in accordance with the Entry Method (and any other entry details provided by the Promoter on the Website) during the Competition Period.

### **Judging Details**

7. The entrant(s) whose entry is judged by the Promoter's panel of judges to be the most original and creative (and any judging criteria set out in Judging Details of the Schedule) will win the Prize. The Promoter and its panel of judges may decline to award any or all Prizes. Chance plays no part in determining the Prize winners. Decisions of the Promoter and its panel of judges are final and will be binding on each person who enters the Competition and no correspondence will be entered into.

### **Prize**

8. The Prize will be awarded as specified in the Schedule

### **Winner Notification**

9. Unless advertised differently, the Prize winner(s) will be notified in accordance with the Winner Notification details in the Schedule.

### **Rights in Your Entry**

10. Unless otherwise specified in the Schedule, all physical entries become the property of the Promoter and will not be returned to the entrants.
11. To be eligible for a Prize your entry must only include original material created by you or material which you have permission to use, which may be included in your entry.
12. By submitting your entry to the Promoter, you grant the Promoter and its licensees and assignees:
13. the Rights in Your Entry specified in the Schedule to exercise all rights in your entry, including without limitation, the right to reproduce and communicate your entry to the public in whole or in part, in perpetuity and throughout the world in any media; and
14. the right to publicise, broadcast and communicate to the public your name, character, likeness or voice for any promotion or matter incidental to the Competition with no compensation to you for such use.
15. You understand and agree that your entry may be edited or adapted at any time by the Promoter for legal, editorial or operational reasons.

16. As a condition of accepting the Prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or Prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

**Privacy**

17. The Promoter will collect your personal information for the purposes of conducting the Competition. Prize winners' names may be published as set out in these Terms and Conditions. The Promoter may also use your personal information for any promotional, marketing and publicity purposes of the Promoter. Additional information about how personal information is collected, used and disclosed, and the privacy complaints process is available in the <https://www.moadoph.gov.au/about/privacy/>

**General**

18. You warrant that:
19. your entry is your original work, and to the extent it is not, you have obtained the relevant permission;
20. all details provided with your entry are true and accurate;
21. you have all necessary rights to grant the Promoter the rights granted under these Terms and Conditions;
22. use of your entry by the Promoter, in accordance with these Terms and Conditions, will not infringe the rights of any third parties; and
23. your entry does not breach any law.
24. You agree to indemnify the Promoter against any loss or damage resulting from any breach of the warranties above and acknowledge that the Promoter may, in its absolute discretion, not award the Prize to you for breach of the warranties above.
25. You acknowledge that the Promoter is under no obligation to use your entry, and any reproduction and/or communication of your entry to the public by the Promoter (in accordance with these Terms and Conditions) is at the complete discretion of the Promoter.
26. The Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions.
27. The Promoter is not responsible for any incorrect or inaccurate information, or for any failure of the equipment or programming associated with or utilised in the Competition, or for any technical error that may occur in the course of the administration of the Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
28. To the full extent permitted by the law, the Promoter is not liable for any delay, death, injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property as a result of any person entering into the Competition or accepting or using any Prize, including without limitation non-receipt of any Prize or damage to any Prize in transit and the Prize winner's failure to comply with the terms and conditions (if any) specified by any third party.