

NA2R Website and Competition Terms & Conditions

USE OF WEBSITE

- All rights relating to Website materials that are not expressly granted under these Terms and Conditions are reserved by Commercial Radio Australia.
- You may view, print, listen to and download any material on the Website provided that all of the following conditions are met:
 - you require the material solely for personal and non-commercial purposes;
 - your use of the material is for lawful purposes;
 - you do not modify the material from the way it appears on the Website;
 - no copyright or other notice regarding the rights or property of third parties is removed from the material; and
 - you do not assert any copyright or other intellectual property, ownership or other interest or right in respect of the material.
- All material on the Website is protected by Australian and international copyright and other intellectual property laws. These rights belong to Commercial Radio Australia or to third parties that have licensed us to publish their material on the Website.
- In using the Website, you must not do anything that either interferes with or breaches these laws or the rights of Commercial Radio Australia or any third party in the material on the Website.
- You agree to not transmit to or via the Website any pornographic, obscene, offensive, defamatory or otherwise unlawful content.
- You use the Website at your own risk and you acknowledge that we have no control over any data communications that take place over the Internet.
- To the maximum extent permitted by law, Commercial Radio Australia expressly excludes all warranties or conditions (whether express or implied) in relation to your use of the Website or related services including:
 - the accuracy, completeness or currency of any information or content;
 - that your use of the Website will not result in infringement of third party rights (including intellectual property rights);
 - that the services provided by us, including the Website, will be timely, secure or error free; and
 - that you will have continuous, uninterrupted access to the Website and related services.

LINKED WEBSITES

- To the extent that hyperlinks to other websites exist on this site, Commercial Radio Australia does not assume any liability as to their content and functioning reliability. This includes the linked website www.myspace.com/newartists2radio.

- Links to other websites are provided by Commercial Radio Australia only as a convenience and do not imply any endorsement by Commercial Radio Australia of the linked site.
- If you choose to open or make use of linked websites, you do so at your own risk.

ACCESSING THE WEBSITE FROM OUTSIDE AUSTRALIA

- The Website is operated from Australia and we do not warrant that any of the content on the Website complies with the laws of any country outside Australia. If you access the Website from outside Australia you do so at your own risk and you accept sole responsibility for any consequences that result from you accessing and using the content on the Website.

ELIGIBILITY FOR ENTRY INTO THE NA2R COMPETITION

- The NA2R Competition is open to unsigned Australian bands or solo artists who have not charted in the top 100 Australian National airplay chart. To be eligible to enter the NA2R Competition you must meet all of the following eligibility requirements:
 - you must be an Australian citizen or resident of Australia. If you are applying as a band the majority of members must be Australian citizens or residents of Australia;
 - you must be unsigned and have not charted in the top 100 Australian National airplay chart;
 - you must not have an exclusive recording services agreement with a third party (eg. record company);
 - you must not have an independent producers agreement with a third party;
 - no third party owns rights in your performances or the recording of such performances; and
 - you must be aged between 15 and 30 years of age (solo artists/bands aged under 18 require authorisation from a parent or guardian to enter the NA2R Competition). If you are applying as a band the majority of band members must fit the age limit criteria.
- Commercial Radio Australia reserves the right at all times and in its absolute discretion to disqualify any entrants and/or to request the return of any prizes and/or to withdraw an announcement that a person has won a prize in the NA2R Competition if he or she is found to be ineligible.
- Commercial Radio Australia may reject incomplete, invalid, ineligible or late entries in its sole discretion.
- If there is a change in your unsigned status or other eligibility criteria between the time you enter and the announcement of the 2010 NA2R finalists, you must notify Commercial Radio Australia immediately. In such circumstances, Commercial Radio Australia reserves the right to disqualify you from the 2010 NA2R Competition at its sole discretion.

NA2R COMPETITION ENTRIES

- These Terms and Conditions govern the rules under which the NA2R Competition will be conducted. By submitting your entry you will be taken to have unequivocally accepted these Terms and Conditions and will be entering into a binding agreement with Commercial Radio Australia. If you are entering as a band, the submission of the band's entry will be taken to mean that all band members unequivocally accept and are bound by the Terms and Conditions.
- You can enter the NA2R Competition by submitting a fully completed entry form together with:

- two original, properly mastered broadcast quality audio tracks;
 - solo artist/band members details form; and
 - a full biography of the band/artist and photo of the artist or band.
- Entries must be submitted to Commercial Radio Australia either online at the Website or by sending a hard copy posted to Commercial Radio Australia, Level 5, 88 Foveaux Street, Surry Hills, NSW 2010.
 - You may only submit one entry to the 2010 NA2R Competition.
 - Commercial Radio Australia accepts no responsibility or liability for the loss or damage of entries as a result of technical malfunctions or any other reason on the Website or any linked website, including www.myspace.com/newartists2radio.
 - Entries must be received **no later than 5pm, Friday 4 June 2010**.
 - Commercial Radio Australia does not guarantee that it will publish or communicate any entry on the Website or elsewhere.
 - Commercial Radio Australia accepts no responsibility or liability for late, lost (including through technical malfunctions) or misdirected entries. All entries are deemed to be received, at the time of receipt into the Commercial Radio Australia's database and NOT at time of transmission by the solo artist/band.
 - Commercial Radio Australia may extend the time for or terminate the NA2R Competition at any time and for any reason in its sole discretion. In the event of termination, Commercial Radio Australia may elect not to award any prize in respect of the terminated NA2R Competition.
 - The NA2R Competition rules (including these Terms and Conditions) may be varied by Commercial Radio Australia at any time. Commercial Radio Australia accepts no responsibility for and will not be liable because of any reliance placed on the NA2R Competition rules before they were varied.

MEDIA AND PROMOTIONAL ACTIVITIES

- By participating in the NA2R Competition, you agree to participate in any media or promotional activities selected by Commercial Radio Australia in its absolute discretion (including participating in a sound recording, photograph, video, or film session, and the broadcasting or transmission by any means of any of the foregoing) and in such activities you agree to:
 - express a positive view of Commercial Radio Australia, the operations of Commercial Radio Australia and the NA2R Competition (including your participation in the NA2R Competition); and
 - refrain from expressing a negative or disparaging view of Commercial Radio Australia, the operations of Commercial Radio Australia and the NA2R Competition (including your participation in the NA2R Competition).
- By entering the NA2R Competition, you agree that Commercial Radio Australia and any party authorised by Commercial Radio Australia may record, broadcast, transmit and publish in any format (including but not limited to written, audio, visual, digital and electronic formats) any aspect of the NA2R Competition, including:
 - your name and personal details;
 - your participation in the NA2R Competition;
 - your entry in the NA2R Competition;
 - the process by which you were selected by Commercial Radio Australia as a finalist or winner;

- photographs, video, audio recordings or film footage related to the NA2R Competition;
- any promotional activities undertaken with respect to the NA2R Competition; and
- any other activities pursuant to or in connection with the NA2R Competition.

JUDGING OF THE NA2R COMPETITION

- The judging panel will be selected by Commercial Radio Australia in its sole discretion and will be made up of music and program directors from Australian commercial radio stations.
- The decisions of the judges at all times will be final and no correspondence will be entered into. In the event that a winning entry becomes ineligible, the judges reserve the right to conduct further judging as necessary to find a winner.

PRIZES

- The judges will in their sole discretion choose ten overall finalists (“**Finalists**”).
- The names of the Finalists will be announced on **Wednesday 18 August 2010**.
- The Finalists will attend an exclusive NA2R workshop in Melbourne on Friday 10 September. The winners will be chosen by the judges at their sole discretion and announced at the workshop.
- The judges will in their sole discretion choose two overall winners (“**Winner**”).
- The Winners will be invited to perform at the 2010 NA2R Showcase held on **Friday 15 October 2010** in Melbourne. The judges will choose, at their sole discretion, which track from each Winner’s entry will be performed.
- One of the Winners will be invited by the judges to perform at the Australian Commercial Radio Awards on **Saturday 16 October 2010**. The judges will choose, at their sole discretion, which track from the Winner’s entry will be performed.
- The Winners will share a total of \$1.3 million worth of airplay on the major commercial radio networks - Australian Radio Network, Austereo, DMG Radio Australia, Southern Cross Media, Prime Radio, Grant Broadcasters, ACE Radio Broadcasters and Super Network (“**Participating Networks**”) - such airtime to be shared (not necessarily in equal proportions) between the Winners at the Participating Networks’ sole discretion.
- The Winners will benefit from six weeks of airplay, with four of those weeks being across the day airplay, on one or more of the Participating Networks, although no guarantees are given as to the extent of such airplay.
- The Winners will receive a distribution deal with MGM Distribution which includes:
 - digital release of the winning single via itunes; and
 - submission of the winning single to ARIA & AIR for chart survey.
- The Winners will receive media and marketing advice from VGM Media & Marketing which includes:
 - advice regarding mainstream print, electronic, digital music media, artists management and marketing advice as well as radio tracking information to ensure maximum exposure
 - design of the single cover for digital distribution through MGM and radio servicing.
- The Winners will receive an advertising package from The Music Network magazine. Winners will share a full page advertisement feature in the magazine and online pushing the winning track to radio.

- If, in the course of the NA2R Competition, Commercial Radio Australia has difficulties in contacting you, it may disqualify you from the NA2R Competition and (if a prize has been awarded) may award the prize to another entrant.
- It is a condition of the NA2R Competition that the person claiming the prize:
 - is eligible to enter the NA2R Competition;
 - is announced by Commercial Radio Australia as the winner of that prize by radio broadcast, advertisement, website or through any other means; and
 - has complied with any request made by Commercial Radio Australia under the NA2R Competition rules.
- If requested to do so by Commercial Radio Australia, you must, before receiving any prize;
 - sign a copy of these Terms and Conditions;
 - obtain and provide to Commercial Radio Australia all the necessary legal clearances to enable it to;
 - upload and stream or in any other way reproduce and communicate to the public the audio tracks supplied by you;
 - make an audiovisual recording of your performances at the 2010 NA2R Showcase and Australian Commercial Radio Awards;
 - execute a Finalist and/or Winner's Agreement in the form prescribed by Commercial Radio Australia; and
 - execute a release and indemnity in the form prescribed by Commercial Radio Australia releasing and indemnifying Commercial Radio Australia in respect of any liability of Commercial Radio Australia in connection with the NA2R Competition under which you have won the prize and any liability in connection with the acceptance, use and enjoyment of the prize.
- If the Finalist and/or Winner of a prize is a minor (ie under the age of 18 years) on the date he or she wishes to collect the prize, that person must be accompanied by a parent or guardian. Both the Finalist and/or Winner and the parent or guardian must, if required to do so by Commercial Radio Australia:
 - sign a copy of these Terms and Conditions;
 - obtain and provide to Commercial Radio Australia all the necessary legal clearances to enable it to;
 - upload and stream or in any other way reproduce and communicate to the public the audio tracks supplied by you;
 - make an audiovisual recording of your performances at the 2010 NA2R Showcase and Australian Commercial Radio Awards;
 - execute a Finalist and/or Winner's Agreement in the form prescribed by Commercial Radio Australia; and
 - execute a release and indemnity in the form prescribed by Commercial Radio Australia releasing and indemnifying Commercial Radio Australia in respect of any liability of Commercial Radio Australia in connection with the NA2R Competition under which he or she has won the prize and any liability in connection with the acceptance, use and enjoyment of the prize.
- Prizes will be awarded at the sole discretion of Commercial Radio Australia.
- Any prizes won in the NA2R Competition are not transferable and are not redeemable for cash. In applicable cases, the prize must be used on the dates specified and in the manner directed by Commercial Radio Australia.
- All prizes are accepted entirely at your own risk, and Commercial Radio Australia excludes all warranties in connection with any prize (including representations as to merchantability and fitness for purposes) to the extent permitted by law.

- Commercial Radio Australia, its officers, employees, servants, agents, affiliates, sponsors and representatives are not responsible for defective prizes or misuse of any prize, or for any claims, liability, loss or damage (whether foreseeable or not) arising out of or in connection with any NA2R Competition, whether caused by the negligence of any of the aforementioned or not.
- If a specified prize becomes unavailable, Commercial Radio Australia may substitute a replacement prize in its absolute discretion.
- Prizes only include the provision of items expressly listed as being included in the prize. You will be responsible for meeting all costs and expenses, including all travel and accommodation expenses, incurred as a result of a prize being awarded or received or in any other way related to the NA2R Competition.
- If you win a prize in a NA2R Competition, you are responsible for any and all taxes payable as a result of a prize being awarded or received.

RIGHTS YOU ARE GIVING TO COMMERCIAL RADIO AUSTRALIA

- Commercial Radio Australia may choose (in its sole discretion) to communicate NA2R entries to members of the public through any means, which may include (though are not limited to) publication on the website, performance in public for purposes connected to the NA2R Competition (including at the 2010 NA2R showcase), and the making of an audio-visual recording.
- By submitting your entry in the NA2R Competition, (entry content including but not limited to music, lyrics, logos and photographs), you grant Commercial Radio Australia a perpetual, royalty-free and non-exclusive license to:
 - communicate or otherwise make your entry available to the public from the Website or from any other source related to the NA2R Competition;
 - otherwise reproduce, publish, communicate, perform or use your entry for purposes related to the NA2R Competition; and
 - make an audiovisual recording embodying your entry and to make copies of that recording and to distribute those copies to members of the public for purposes related to the NA2R Competition.
- By submitting audio tracks as part of your entry to the NA2R Competition you will be giving Commercial Radio Australia a perpetual, non-exclusive, royalty-free licence to communicate, publish, broadcast or otherwise make those tracks available to the public from the Website or from any other source.
- This licence from you includes the right for Commercial Radio Australia to reproduce your audio tracks as may be necessary to perform the rights you have licensed to us. We will not pay you for the reproduction, broadcast, communication or publication of these tracks.

YOUR PROMISES TO COMMERCIAL RADIO AUSTRALIA

- In addition to submitting your entry into the NA2R Competition, you make the following legally binding promises to Commercial Radio Australia:
 - that you have all the necessary rights to submit your entry into the NA2R Competition and to grant us the right to publish, communicate or perform your entry as set out in these Terms and Conditions;

- that if you are applying as a band all members have consented to the entry and have read and agreed to the Terms and Conditions;
- that our use of your entry for the purposes of the NA2R Competition and related purposes, including making your entry available for public access from the Website will not infringe any third party's intellectual property rights or any other proprietary rights;
- that your entry does not contain any content that is defamatory or that contravenes any applicable Australian law including but not limited to the *Trade Practices Act 1974* or similar fair trading laws, the provisions in the *Broadcasting Services Act 1992* in relation to 'prohibited content' or 'potential prohibited content' on the Internet, laws relating to consumer protection, unfair competition, criminal law or anti-discrimination laws;
- that any information you submit as part of or related to your entry is current and accurate and not in any way fraudulent, false or misleading; and
- that any information that you submit via the Website does not contain any viruses or other malicious computer programs that may damage, modify or delete any of the information on the Website or affect the proper operation of the Website.

YOUR INDEMNITY AND RELEASE

- You agree to release, indemnify and hold harmless Commercial Radio Australia, our officers, directors, employees, agents and contractors from and against all losses, damages, costs, expenses and claims (whether foreseeable or not) which may be suffered or incurred by you as a result of or in connection with your use of the Website, your entry in the NA2R Competition, your acceptance of any prizes awarded in the NA2R Competition and/or your use of our services.

GENERAL

- Nothing in these Terms and Conditions is intended to or will be construed as creating a relationship of employer and employee, principal and agent, joint venture or partnership between you and Commercial Radio Australia.
- To the extent permitted by law, we will not be liable to you in any circumstances for any loss or damage (whether direct, indirect or consequential) suffered by you or any other person due to your use of the Website, your entry in the NA2R Competition, your acceptance of any prizes, or your use of our services, regardless of whether such loss or damage arises from any act or omission (including negligence) of Commercial Radio Australia, its directors, employees, agents or contractors.
- If any part of these Terms and Conditions is held to be invalid or unenforceable, that part only shall be amended or severed to the extent of any invalidity without affecting the validity of the remaining provisions.
- The Website is operated from New South Wales, Australia. These Terms and Conditions are governed by the laws of New South Wales and by using the Website you irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.
- In the event that any prize item is unavailable, Commercial Radio Australia reserves the right to substitute a prize item of equal or greater value.
- Commercial Radio Australia is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic. Commercial Radio Australia assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alteration of entries.

- Subject to any written directions given under the applicable law, if, for any reason, the competition is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of Commercial Radio Australia which corrupts or affects the administration, security, fairness, or proper conduct of the competition, then Commercial Radio Australia reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition.