

CONDITIONS OF ENTRY

1. Information on how to enter and about the prize (**Prize**) forms part of these Conditions of Entry (**Conditions**). By entering the Competition, each Entrant agrees to comply with, and be bound by, these Conditions.
2. The promoter of this Competition is the Catholic Archdiocese of Sydney ABN 72 823 907 843 (**CAS**).
3. Participation in the Competition is open to Australian citizens over the age of 18 years. Officials, employees and volunteers of CAS, along with their immediate families, are ineligible to enter.
4. The Competition commences on Tuesday, 11 June 2019 and closes at 5pm on Monday, 30 September 2019.
5. Incomplete or illegible Entries, or any Entries that do not comply with these Conditions, will be deemed invalid.
6. Each Entrant must fully comply with the Criteria and these Conditions.
7. Entries will be judged by the Submission Panel (**Judges**). The identity of the Judges will be disclosed on www.sydneycatholic.org/about-us/awards prior to the close of the Competition.
8. CAS acknowledges that the Entrant (and any other composer of your Entry who will also complete an Entry Application Form for your Entry) owns all intellectual property rights in your Entry and all materials submitted as part of Criteria (**Material**). The Entrant warrants to CAS that the Material submitted is the Entrant's (or where there is more than one composer, the Entrants') original work and does not infringe the intellectual property rights (including without limitation copyright and moral rights) of any third party.
9. Each Entrant:
 - (a) warrants that he/she is the person who created the Material;
 - (b) warrants that the Material is original; and
 - (c) releases CAS from any liability arising from his/her participation in the Competition.
10. The Entrant grants (and will ensure that where there is another composer or composers of the Entry that each other composer signs an Entry Application Form in respect of the Entry and grants) a non-exclusive perpetual, royalty free, worldwide and non-transferable licence to CAS (including the ability to sub-licence) to use the copyright in the Entry for purposes, including commercial purposes, associated with the Catholic Church. Each Entrant agrees that CAS has the right, in their absolute discretion, to reproduce, edit, amend, copy, use, publish, synchronise, broadcast and communicate to the public the Material submitted, or an excerpt from the Material submitted, in any media, including the internet, without any further reference or payment or other compensation to the Entrant.
11. Each Entrant acknowledges that he or she will not receive a royalty, commission or any other financial benefit from participation and entry into this Competition or from the reproduction, communication or other exploitation of the entrant's Materials.
12. If your Entry is the winning Entry, CAS will use reasonable endeavours to attribute authorship to you when exercising rights under the licence granted under these Conditions. Each Entrant acknowledges and agrees that any failure by CAS to identify him or her as the author or composer of the Material (or excerpt) does not constitute an infringement of the Entrant's right of attribution of authorship under the *Copyright Act 1968* (Cth).
13. CAS, their successors and authorised assignees may sub-licence the rights granted to CAS on the same terms as in paragraph 10 above.

14. This is a competition involving skill and talent. Chance plays no part in determining the winner. Each Entry will be individually judged according to its originality and creativity and compliance with the Criteria.
15. Each Entry must be the work of the Entrant. Entries that have two or more composers will be accepted, provided each composer separately agrees to these Conditions and signs a separate Entry Application Form.
16. Failure of an Entrant to comply and adhere to these Conditions may result in that Entry being deemed invalid.
17. There will be 3 Prizes for the Competition. Where there is more than one Entrant in respect of winning Entries, the Entrants share the Prize.
18. The Entry judged to be the best (from all entries received) (**First Prize Winner**) will win the Prize as follows:
 - (a) \$2,500 in cash to be paid to the Winner's nominated bank account;
 - (b) the First Prize Winner's Entry will be performed by the St Mary's Cathedral Choir at the annual Christmas concert to be held at St Mary's Cathedral in December 2019 (**Performance**). CAS will engage with the Winner to arrange the Entry for the purposes of the Performance. The arrangement of the Entry, including instrumentalists and vocalists, will be at the discretion of CAS;
 - (c) CAS will film, photograph and sound record the Performance.
19. The Entry judged to be the second best (from all entries received) (**Second Prize Winner**) will win the Second Prize as follows:
 - (a) \$1,000 in cash to be paid to the nominated bank account of the Second Prize Winner; and
 - (b) at the discretion of the Director of Music of St Mary's Cathedral, the Entry of the First Runner Up may be selected to be performed at the annual Christmas concert.
20. The Entry judged to be the third best (from all entries received) (**Third Prize Winner**) will win the Third Prize as follows:
 - (a) \$500 in cash to be paid to the nominated bank account of the Third Prize Winner;
 - (b) at the discretion of the Director of Music of St Mary's Cathedral, the Entry of the Second Runner Up may be selected to be performed at the annual Christmas concert.
21. All costs associated with the Prizes (including accommodation, meals, entertainment and ancillary costs) are the responsibility of the Entrant.
22. The Prizes are not transferable or exchangeable and cannot be taken as cash.
23. In the event that for any reason the winner does not take an element of the Prize then that element of the Prize will be forfeited
24. The Judges' decision is final in any matter relating to or arising out of the conduct of this Competition and no correspondence will be entered into.
25. CAS is not responsible for:
 - (a) costs incurred by an Entrant in any way associated with this Competition;
 - (b) any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this Competition;
 - (c) any technical malfunction of any telephone network, computer on-line systems, servers or providers or internet failures.
26. If for any reason this Competition is not capable of running as planned in any respect due to any cause beyond the reasonable control of CAS, CAS reserves the right in its sole discretion to cancel, postpone or amend the Competition.

27. CAS reserves the right at its sole discretion to disqualify any Entrant who it has reason to believe has breached any of these Conditions, the Criteria or who has engaged in unlawful or improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.
28. CAS will not be liable for any loss in connection with this Competition or accepting or using any Prize, except any liability which cannot be excluded by law (in which case liability is limited to the minimum allowable by law).
29. All Entries submitted become the property of CAS and will not be returned to Entrants.
30. The Winner (and if there is more than one composer of the winning Entry, each Entrant who wins) must enter into a contract with CAS whereby the Winner:
 - (a) warrants that he/she is the person who created the Material;
 - (b) warrants that the Material is original;
 - (c) formalises the grant of the licence in the Material to CAS;
 - (d) indemnifies CAS and releases CAS from any liability arising from CAS' use of the Material and from the Winner's participation in the Competition.
31. If requested by CAS (for instance, if the Second Prize Winning Entry and/or Third Prize Winning Entry will be performed at the St Mary's Cathedral Christmas concert), the Second Prize Winner and Third Prize Winner must also enter into a contract with CAS addressing the matters above.
32. The Entrant agrees to indemnify CAS against all claims by third parties and costs incurred by CAS arising from breach of the warranty set out in this Condition.
33. Each Entrant agrees to participate and co-operate in any publicity activities connected with the Competition. This may include having photographs taken of him/her (and his/her Prize) and having his/her name and picture appear in advertising, marketing and publicity material worldwide at CAS' sole discretion. Each Entrant acknowledges that he/she will not receive any compensation in relation to this publicity and CAS will determine, in its absolute discretion, the content, format and style of any material to appear in such publications.
34. CAS may require any Entrant to provide proof of identity, proof of age and proof of citizenship. Identification considered suitable for verification is at CAS' discretion.
35. CAS is bound by the Australian Privacy Principles and the *Privacy Act 1998* (Cth). The Entrant's personal information will be collected in accordance with CAS' Privacy Collection Notice, a copy of which can be found at <https://www.sydneycatholic.org/terms-and-conditions/#collection>. The Entrant's personal information will be used by CAS for the purpose of conducting the Competition and for the purpose of being contacted by CAS in relation to activities, events and news of CAS. The Entrant's personal information will be treated in accordance with CAS' Privacy Policy, a copy of which can be found at <http://www.sydneycatholic.org/terms-and-conditions/#privacy>.
36. In order to participate in the Competition, you must submit by email to newcomposers2019@sydneycatholic.org the following:
 - (a) a signed Entry Application Form; and
 - (b) the Entry in the form of sheet music.