

Student Music Competition

Terms and Conditions

1. Eligibility

- a. Entry into the Federation University Music Competition (“the **Competition**”) is open exclusively to individuals who are currently enrolled as students at Federation University Australia (“the **University**”).
- b. Each entrant (“**Competitor**”) must be at least seventeen (17) years of age at the time of entry.
- c. Competitors under the age of eighteen (18) must obtain the consent of a parent or carer prior to entering the Competition. The parent or carer must read and agree to these Terms and Conditions on behalf of the Competitor.
- d. Where a Competitor enters as part of a band, the Competitor warrants that they have the authority to bind all other band members to these Terms and Conditions. The Competitor warrants that all band members have read and agreed to be legally bound by these Terms and Conditions. References to “Competitor” shall be interpreted to apply to each band member individually.
- e. Employees of the University, and employees of any agencies or organisations associated with the administration or promotion of the Competition, as well as their immediate family members, are ineligible to enter.

2. Competition Timeline

- a. Entries will open at 9:00 AM AEST on Friday, 15 August 2025.
- b. Entries will close at 5:00 PM AEST on Friday, 26 September 2025.
- c. Voting will commence at 9:00 AM AEST on Monday, 29 September 2025 and conclude at 5:00 PM AEST on Wednesday, 1 October 2025.
- d. The winner will be announced on Friday, 10 October 2025 and notified via the contact details provided in their entry form.

3. Entry Requirements

- a. Each Competitor may submit one (1) entry only. Multiple entries will result in disqualification.
- b. Entries must be submitted via the official Competition portal and must include:
- c. One (1) high-quality music video (MP3 format, maximum file size 10MB, maximum duration 6 minutes) featuring an original composition;
- d. A short biography of the act or band (maximum 150 words);

- e. A minimum of two (2) high-resolution images of the act or band;
- f. Links to relevant social media accounts (if available).

4. Live Performance and Promotion

- a. Competitors may be invited to perform live at University events, including during the voting period.
- b. Competitors acknowledge that they will not receive any financial compensation or performance fee of any kind for participating in any live performance associated with the Competition.
- c. Competitors shall be solely responsible for any additional backline, equipment, or production costs not provided by the University or the event organiser.
- d. By entering the Competition, each Competitor grants the University and its partners and sponsors permission to photograph, video, film, or otherwise record their live performances at any time during the Competition.
- e. The Competitor agrees that the University may use and/or produce such recordings and images for any purpose related to the Competition, both now and in the future, and the Competitor is not entitled to any form of compensation in relation to that use.
- f. The University reserves the right to publish, distribute, and publicly display any live or submitted performance across its media channels, including social media, newsletters, and public events.

5. Judging and Voting

- a. Voting will be conducted via a secure online form. Enrolled Federation University students will be eligible to one vote. Voters must enter a valid Federation University student ID.
- b. The winner shall be the Competitor who receives the highest number of valid votes during the voting period.
- c. In the event of a tie, a panel of representatives chosen by the University shall, at its sole discretion, select the winning entry. The panel's decision shall be final and binding.
- d. The winner shall receive: One (1) \$500 Prezzy voucher; and Pepsi merchandise valued up to \$200. Federation University reserves the right to substitute the prize at any time for a prize of equivalent value.
- e. If the winning entry is submitted by a band, the prize shall be shared equally among all band members.
- f. The electronic gift card shall be emailed to the winner's University email address shortly after 12:00 PM on Friday, 10 October 2025.
- g. The Pepsi merchandise must be claimed by close of business (COB) on Friday, 24 October 2025. Failure to claim the prize on or by this date will result in forfeiture.

6. Copyright and Intellectual Property

- a. Competitors retain copyright in their original works.
- b. By entering the Competition, each Competitor grants the University a perpetual, royalty-free, transferable, irrevocable worldwide licence to use, reproduce, publish, distribute, and

communicate any material (in any format) submitted by Competitor as part of the Competition for promotional and administrative purposes related to Competition. This includes the right to use, modify, delete from, add to, publicly display, and reproduce the submission in any media format.

- c. Competitors agree to provide proof of their right to perform, record and distribute the work to Federation University when requested. Failure to do so will result in disqualification.
- d. Competitors warrant that their submission, and the subsequent use of such submissions by Federation University in the manner discussed in these terms, will not infringe the intellectual property rights of any third party.

7. Privacy and Consent

- a. By entering the Competition, each Competitor consents to the collection and use of their personal information for the purposes of administering and promoting the Competition. This includes Federation University publishing competitor names and photos on social media.
- b. Personal information shall be handled in accordance with the Federation University Information Privacy Procedure.

8. Liability and Indemnity

- a. The University shall not be liable for any late, lost, misdirected, or incomplete entries, nor for any technical failures or disruptions.
- b. To the fullest extent permitted by law, the University shall not be liable to the Competitors for any loss, damage, or injury of any nature whatsoever (including but not limited to indirect or consequential loss) suffered or sustained in connection with creating an entry or otherwise participating in the Competition.
- c. To the fullest extent permitted by law, each Competitor agrees to indemnify and hold harmless the University, its officers, employees, agents, and contractors from any and all claims, liabilities, losses, damages, costs, and expenses (including legal costs on a full indemnity basis) arising out of or in connection with:
 - i. any breach of these Terms and Conditions;
 - ii. any third-party claim alleging infringement of intellectual property rights arising from the performances of the Competitors or the materials submitted by the Competitors as part of the Competition;
 - iii. any negligent, unlawful, or wilful act or omission by the Competitor;

the Competitors liability to indemnify the University will be reduced proportionally to the extent that any negligent act or omission of the University contributes to the loss or liability.

9. Compliance with Laws

- a. Competitors must comply with all applicable laws and regulations, including but not limited to those relating to copyright, privacy, and performance rights.

10. Disqualification and Withdrawal

- a. The University reserves the right to disqualify any entry that, in its absolute discretion, is deemed offensive, inappropriate, or in breach of these Terms and Conditions.

- b. Submission of offensive or illegal content may result in disciplinary action under relevant University policies and procedures.
- c. Competitors may withdraw their entry by submitting written notice to the Competition coordinator prior to the commencement of the voting period.
- d. Federation University may also disqualify and withdraw a Competitor where Federation University forms the view that an entry infringes or is likely to infringe the intellectual property rights of a third party.
- e. Federation University is not liable to the Competitor for any loss or damage arising from a disqualification or withdrawal.

11. Amendments and Cancellation

- a. The University reserves the right to cancel, terminate, modify, or suspend the Competition at its sole discretion without notice. The University shall not be liable for any loss or damage arising from such decisions.

12. Acceptance of Terms

- a. By entering the Competition, each Competitor acknowledges that they have read, understood, and agreed to be legally bound by these Terms and Conditions.
- b. Competitors confirm that their entry complies with all applicable laws, including Australian copyright law.
- c. If under 18 years of age, the Competitor confirms that their parent or carer has read and agreed to these Terms and Conditions on their behalf.
- d. If entering as a member of a band, the Competitor confirms that they have the authority to bind all band members to these Terms and Conditions and that each band member is individually bound.

13. Separate Competition Notice

- a. The Competitors acknowledge that this Competition is separate and distinct from the National Campus Music Competition. The National Campus Music Competition is subject to its own terms and conditions, which differ from those outlined herein.

14. Governing Law

- a. This agreement is subject to laws in force in the State of Victoria, Australia and the Competitors submit to the exclusive jurisdiction of Victorian Courts in relation to any dispute that arises in relation to these Terms and Conditions.