

# **Full Terms and Conditions Wild Turkey Music 101 2024 [Competition]**

## **Terms & Conditions**

### **1. General**

1.1 The promoter is responsible for the publication and adjudication of this Competition and the provision of the prizes is Campari Group Pty Ltd (ABN 82 007 580 092) of Level 21/141 Walker St, North Sydney NSW 2060 (the “Promoter”).

1.2 Information on how to enter this Competition forms part of these Terms and Conditions. Participation in this Competition is deemed acceptance of these Terms and Conditions.

1.3 Entry (the “Submission”) is only open to Australian residents and citizens aged 25 years and over who currently reside in Australia at the date of Competition. Employees (and their immediate families) of the Promoter and agencies associated with this Competition are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

1.4 By entering this Competition, Entrants will be deemed to be bound by and agree to these Terms and Conditions.

1.5 Any questions regarding the Competition are to be directed to the Promoter.

1.6 Entry and continued participation in the Competition is dependent on Entrants following and acting in accordance with the instructions of the Promoter.

1.7 The Competition period starts on 30 May 2024 00.01 AEST and closes at 23.59 AEST on 14 June 2024 (“Promotional Period”). All times and dates are times and dates in Sydney. Submissions received after the closing date will not be accepted. The Promoter reserves the right to vary the Promotional Period or to terminate the Competition at any time.

1.8 The submission by each winning Entrant is referred to as “Content” or “Winner’s Content”.

### **2. To Enter**

2.1. For your chance to be selected as a winner, please see below. All Submissions will be judged individually on their merits based on originality. The best Submissions (10) will be determined by the judges. Shortlisted Entrants will be subject to police checks.

2.2 To enter: provide a written answer and send an audio message to [wildturkeymusic.com.au/mentorship](http://wildturkeymusic.com.au/mentorship)

2.3 Any data usage in accessing the entry pages through a suitable mobile phone is at the cost to the individual.

2.4 Individuals must include the following in their Submission:

- First name (open-ended response)
- Last name (open-ended response)
- Please confirm the year you were born (open-ended response)
- Mobile number (open-ended response)
- Email (open-ended response)
- Postcode (open-ended response)
- Please share your social media handles for any active or live channels (open-ended response)
- Please explain in 25 words or less what individual would work on with their potential mentors (open-ended)
- Please share links to your audio/video application, music and any live music performance experience via Google Drive, Dropbox or WeTransfer (open-ended response)
- I have an original, unreleased song that is near completion and not signed to any other record label (Tick box)
- By opting in to this Competition, the Entrant agrees to have their information shared, consents they are over 25 years old and will read the Terms and Conditions in full for competition details (Tick box)
- By opting in to this Competition, the Entrant has not granted exclusive rights to any label, publisher, or other third party that is inconsistent with the rights granted pursuant to these terms and conditions, or would otherwise prevent the Entrant from accepting the prize (Tick box)

2.5 Parents/Guardian may not enter on behalf of their minor child.

2.6 All entries must be received by 23.59 AEST on 14 June 2024.

2.7 No purchase is necessary to enter or be selected in this Competition.

### **3. The Submission Restrictions**

3.1 Each Submission must be the original and sole creation of the submitting Entrant and depicting the Entrant, and all rights, title and interest including but not limited to copyright in the musical works, master recordings, and performances contained in any Submission must be owned solely by the Entrant (and not contain any “covers” or “samples”). The Promoter reserves the right to use the original and sole creation of each Entrant’s content submitted as part of the competition in perpetuity across channels.

3.2 Incomplete, indecipherable, or illegible entries will be invalid.

3.3 Submissions must not violate any law, rule, or regulation under National or State Acts.

3.4 Individuals cannot enter multiple times.

3.5 By entering, each Entrant grants licence in perpetuity to the Promoter for the use and adoption of his/her/their Submission royalty-free, worldwide, on all mediums, and his/her/their name to be posted on the Internet or any website in connection with this Competition, and the advertising, promotion, and publicity of the Competition, and otherwise, as stated in these Terms (as solely determined by the Promoter); and each Entrant warrants and represents that he/she/they has all rights and authority to grant such permission. The Entrant also agrees to a non-disclosure agreement and not to disclose information, conversations, and confidential matters regarding the Promoter.

3.6 All Submissions become the property of the Promoter. As a condition of entering this Competition, each Entrant assigns all of their rights, title, and interest (including copyright) in and to their entry to the Promoter. Each Entrant warrants to the Promoter that the Submission is an original work of the Entrant that does not infringe the rights of any third party. The Entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their Submission which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

3.7 Entrant's Submission represents solely the views and opinions of the individual Entrant and does not reflect the views and opinions of the Promoter in any manner. The Promoter acts as a passive conduit for the posting and publication of Submissions and, to the extent permitted by law, has no obligation to and expressly disclaims any and all liability in conjunction with screening, monitoring or reviewing the content of Submissions.

3.8 The Promoter reserves the right, at any time, to verify the validity of Submissions and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

#### **4. Winner Determination and Notification**

4.1 The Entrant will be notified by the Competition team and be subject to an interview, police check and audit of social media channels.

4.2 There will be ten (10) people selected as the winners. The successful Entrant agrees to participate in the Competition deliverables outlined in the T&Cs in full, from 30 May 2024 00.01 AEST to closing at 23.59 AEST on 14 June 2024. The person agrees to attend briefings and follow instructions, including not revealing any sensitive materials

of the Promoter, and any subsidiaries. The successful Entrant agrees to sign a confidential agreement and not work with competitive brands. One successful Entrant (hero mentee) agrees to the following remuneration of \$6,000 (excluding GST), including Super, Payroll Tax and Workers Compensation; and that Entrant agrees that, if they do not fulfil their role as part of the Terms and Conditions, they could be subject to losing their prize.

4.3 In the event that an Entrant is disqualified, is unable to satisfy the Competition Terms and Conditions, the Promoter will select the second-best entry.

## **5. Competition Winners (10)**

5.1 The Competition allows for ten (10) major prizes for mentoring with Angus & Julia Stone, and mentors from Studios 301.

5.2 The Promoter accepts no responsibility for change in prize value between now and the collection of the prize. The prize contract is not transferable or exchangeable.

5.3 Independent financial advice should be sought as tax implications may arise as a result of accepting the contract.

5.4 The winners of the prize contract will each:

- Be offered the chance to perform at a gig at one of Campari's on-premise partner venues across Australia (offer to be at location local to the winner)
- Attend a two-day mentorship program in Sydney (at Studios 301 and Wild Turkey House of Music 101) in July (16 & 17 July) with 6 x 2-hour sessions over the two days. Travel and 2 x days max. accommodation will be provided for those residing outside the Sydney area
- Perform a solo gig at House of Music 101
- Gain national exposure through the Wild Turkey Music 101 campaign
- Perform 1 x 30-minute set at House of Music 101
- Hero mentee to also receive the below:
  - \$6,000 live performance fee (inclusive of tax obligations outlined in 4.2)
  - Create/finesse their original song at House of Music 101 with Angus & Julia Stone
  - Chance to perform with Angus & Julia Stone at House of Music 101 (this will be the 30-minute set as above)
  - Angus & Julia Stone to perform the hero mentee's song to launch it, during the above live performance.

5.5 Prize fulfilment date and times are subject to change with notification to the ten (10) winners.

5.6 The ten (10) winners will be notified by email on or by 21/06/2024. Each of the ten (10) winners must accept the contract by responding to the email no later than 24/06/2023 in order to accept the prize.

5.7 The ten (10) winners must reply to the Promoter via email. Instructions will be sent to the ten (10) winners.

5.8 After being contacted by the Promoter, the ten (10) winners must confirm their acceptance of the prize within 24 hours and facilitate a police check within 72 hours.

5.9 If for any reason the prize winner(s) does not confirm their acceptance of the prize within 24 hours of being contacted by the Promoter, the Entrant will be deemed to have forfeited the prize and no replacement prize or other compensation will be due or payable to that individual.

5.10 If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification.

5.11 Acceptance of the prize shall constitute and signify the winner(s) agreement and consent that the Promoter and its designees may use the winner(s) name, city, state, likeness, Submission and/or prize information in connection with the Competition for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

5.12 Winner(s) must agree to participate in all deliverables as outlined as part of the prize, including:

- Unlimited media interviews with Australian media
- Wearing branded t-shirts when playing live and throughout mentorship
- Social posts from final 10 announcement and 2-day mentorship program/House of Music 101 (6 x posts and 5 x stories)
- Create their own Wild Turkey-themed Spotify/SoundCloud playlists
- Film with Wild Turkey's social agency for mentorship social series
- Appear in content/photography at House of Music 101 (captured by Universal Music Australia Pty Limited)
- Perform 1 x 30-minute set at House of Music 101 (limited backline provided); and
- Irrevocably consent to the Promoter and their authorised third parties, including Universal Music Australia Pty Limited, to photograph, record, and capture their involvement in the campaign, including their musical performances at the House Of Music (“**Recorded Materials**”). As a condition of accepting the prize, the winner warrants that they will do all things and execute all further documents

necessary to grant the Promoter and Universal Music Australia Pty Limited the right to reproduce the Recorded Materials throughout the world in perpetuity in any and all media. The winner grants the Promoter a non-exclusive, royalty-free, perpetual, irrevocable, and worldwide licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display the Winner's Content in any media or format, whether now known or later developed, for the purpose of promoting the competition, the Promoter, and its products and services.

5.13 The winner(s) grants the Promoter a non-exclusive, royalty-free, perpetual, irrevocable, and worldwide license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display the Winner's Content in any media or format, whether now known or later developed, for the purpose of promoting the competition, the Promoter, and its products and services.

5.14 The Promoter may use the Winner's Content on its owned and digital channels, including but not limited to its website, social media accounts, and advertising campaigns.

5.15 The winner(s) agrees to participate in any publicity or marketing activities reasonably requested by the Promoter in connection with the Winner's Content, including but not limited to interviews, photo shoots, and social media posts.

5.16 The winner(s) agrees to provide any additional information or materials reasonably requested by the Promoter to post on brand-owned digital and social platforms as well as boosted content.

## **6. General**

6.1 Subject to applicable law, the Promoter reserves the right to withdraw or amend the Competition as necessary due to circumstances outside its control.

6.2 To the maximum extent permitted by law, each Entrant and all other persons release the Promoter and any prize provider, including Universal Music Australia Pty Limited, from any claim loss, damage, expense, cost or charge related to any withdrawal of, or amendments to, the Competition.

6.3 If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Entrant; or (b) to modify, suspend, terminate or cancel the Competition, as appropriate.

6.4 Any cost associated with accessing the promotional pages is the Entrant's responsibility and is dependent on the Internet service provider used.

6.5 Promoter is not responsible for any travel and/or transportation costs to or from the prize contract. Any cost associated with transportation and travel to the prize contract is the winning Entrant's responsibility.

6.6 Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify any applicable statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under any applicable consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Application [Competition].

6.7 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) and any prize provider including Universal Music Australia Pty Limited, is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third-party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Entrant or Winner; or (f) use of the prize.

6.8 The Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, and prize supplier. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries/Submissions become the property of the Promoter.

6.9 The Promoter accepts no responsibility for entries/Submissions that are lost, damaged, corrupted, delayed, illegal or which are unable to be submitted due to software or hardware failure or for any other reason beyond its control including unavailability of the websites.

6.10 The laws of New South Wales, Australia apply to this Competition to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia, disclose such information to third parties, including but not limited to agents, contractors, service providers, and the prize supplier. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant, subject to Campari Group's Privacy Notice available at:

<https://www.camparigroup.com/en/page/privacy>. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.

**7. Representations and undertakings by you. You warrant and agree that you:**

7.1 Will not submit or post any material that is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, politics, origin or gender, not suitable for children aged under 15, damaging to the reputation of the Promoter, or otherwise in breach of any applicable law or unsuitable for publication.

7.2 Will only submit or post information owned by you which has been created for the purpose of this Competition and has not been submitted in any other competition.

7.3 Will obtain full prior consent from any person who has any rights in the material, to the uses and terms herein.

7.4 Will not submit or post any material that contains viruses or causes injury or harm to any person or entity.

7.5 Will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of another's computer or communication systems.

7.6 Must not do, or must refrain from doing, any act which may harm the reputation of the Competition or the Promoter.