CRANBROOK RECORDING STUDIO COMPETITION

TERMS & CONDITIONS

1. The following Terms and Conditions constitute the rules of entry to the 2016 Cranbrook Recording Studio Competition (the “Competition”). The promotional material, information on how to enter the Competition and the description of the prize that may be won in the Competition also form part of these Terms and Conditions.

2. By entering the Competition, entrants agree to be bound by these Terms and Conditions. Entries not complying with these Terms and Conditions are ineligible and Cranbrook School reserves its absolute right to disqualify any entrants who do not comply with these Terms and Conditions.

3. The Competition is open to Australian residents only. Entrants may be individuals or a group / ensemble. If an entrant is a group / ensemble, all members of the group / ensemble must be named on and sign the Entry Form, and each member of the group / ensemble agrees to be bound by these Terms and Conditions as an individual. Any entrants under the age of 18 years (including if a member of a group / ensemble) must provide written consent from their parent or legal guardian to enter the Competition and written confirmation that their parent or legal guardian agrees to these Terms and Conditions on behalf of the entrant. Neither current students nor current permanent staff of Cranbrook School are eligible to enter, however current peripatetic staff of Cranbrook School may enter. Multiple entries are permitted, and entrants may enter as individuals, as well as enter as part of groups / ensembles.

4. All entries must be received by no later than 12 noon AEST on Monday 20 June 2016. Entries may be submitted either by email to studio@cranbrook.nsw.edu.au or by post to Cranbrook Recording Studio, Cranbrook School, 5 Victoria Road, Bellevue Hill NSW 2023. Cranbrook School will not accept responsibility for lost, misdirected or delayed entries. Incomplete, indecipherable, illegible or corrupted entries will be deemed invalid. Materials submitted to the Competition (including but not limited to CDs, scores and lyrics sheets) will not be returned and will be destroyed after the Competition is concluded.

5. Entrants must submit the following:

a. Completed and signed Entry Form.

b. Either an audio sample of an original and unrecorded body of work that is live with minimal editing and minimal use of auto-tune (such as Melodyne, Waves Tune etc) or an audio export of a score using sound library samples, that is

i. ideally between 20 minutes and 30 minutes in length,

ii. in either mp3, wav or aiff formats only, and

iii. written or co-written by the entrant, previously unrecorded and not infringing the copyright of any third party.

c. A brief biography of the entrant and a brief description of the submitted work, of no more than 300 words each, in either PDF or hard copy formats only.

d. Solo Classical or Jazz Artist / Ensembles and Composers must also submit a score as a guide only, in either PDF or hard copy formats only.

e. Solo Contemporary Artists / Ensembles must also submit lyrics in either PDF or hard copy formats only.

f. Classical / Film / Music to Moving Image Composers must also submit a score in either PDF or hard copy formats only and the audio recording is as a guide only.

g. Electronic Composers / Soundscape Artists should also submit a score in either PDF or hard copy formats only if relevant and as a guide only.

6. The prize consists of nine days of recording, comping, and editing at Cranbrook Recording Studio to record the body of work entered into the Competition of up to 70 minutes duration, an In-House Producer if requested, a professional Mix & Master, the design and print of 400 copies of the recorded CD and the design of a poster and social media banner (the “Prize”).

As a condition of receiving the prize, the winner must perform a public Concert (if a performer) or give Composition Workshop (if a composer) to be organised by and held at Cranbrook School, and give three Masterclasses (of 2 hours duration each) for Cranbrook School students.

Specific terms of the Prize are:

a. Recording:

i. The winner must be able to attend all of the recording dates and times in the period specified in the promotion materials for recording, comping and editing and attend every session.

ii. A maximum of nine days, with a maximum of eight hours of recording and post production time per day is allowed.

iii. The Cranbrook Recording Studio Producer and the Cranbrook Recording Studio Engineering team must be used.

iv. The winner may utilize an In-House producer, their own producer, or a combination of these.

v. The winner will retain all ProTools sessions which will be provided to the winner subsequent to the delivery of the CDs.

b. Mixing and Mastering

i. Mixing and Mastering will be undertaken by a professional studio selected by Cranbrook Recording Studio.

ii. Reference CD's must be provided prior to commencement of Mixing and Mastering.

iii. The budget for the Mixing and Mastering will be determined by the Cranbrook Recording Studio Engineer in their absolute discretion within the overall post-production budget for the Prize.

iv. The winner will retain all mastered files which will be provided to the winner subsequent to the delivery of the CDs.

c. CD Design and Print

i. 500 4-Panel DigiPack CDs will be pressed, of which 400 will be for the winner, and 100 will be retained by Cranbrook School. Copies retained by Cranbrook School will be for internal use only and will not be sold.

ii. No booklet will be included with the CD. As such all artwork and information must be included on the four panels.

iii. Design work will be undertaken solely by the Cranbrook School Marketing & Communications Department.

iv. Text copy and reference images must be provided by the winner prior to the commencement of design work.

v. One round of amendments to the artwork will be allowed only.

vi. The winner will be provided with a copy of the high-res artwork subsequent to the delivery of the CDs, however the artwork may not be altered in any way.

d. Poster and Social Media Banner Design

i. Design work will be undertaken solely by the Cranbrook School Marketing & Communications Department.

ii. One round of amendments to the artwork will be allowed only.

iii. The winner will be provided with a copy of the high-res artwork which will be provided to the winner subsequent to the delivery of the CD's, however the artwork may not be altered in any way.

e. General

i. Executive production will be undertaken exclusively by the Cranbrook Recording Studio.

ii. The Cranbrook Recording Studio Producer will be the exclusive liaison between the winner, internal Cranbrook School departments and external service providers.

iii. The winner will be responsible for all of the transportation, accommodation and per diem costs for themselves and their representatives.

iv. The Prize is not transferable or exchangeable and cannot be redeemed for cash.

v. A failure to comply with any of the Terms and Conditions of the Competition by the winner may, in the absolute discretion of Cranbrook School, void any commitment of Cranbrook School to provide the Prize to the winner.
7. Entrants agree that in the event they are selected as the winner of the Competition, they will give a one hour public Concert for the Cranbrook School community (if they are a performer) or a one hour Composition Workshop (if they are a composer) for Cranbrook School students, and will also hold three Masterclasses for Cranbrook School students, of two hours duration each. The proposed date for the public Concert / Composition Workshop is Wednesday 3 August 2016 from 5pm to 6pm. The dates of the Masterclasses are anticipated to be during the recording period, subject to confirmation from class teachers as to student need. Whilst Cranbrook School will use reasonable endeavours to accommodate any reasonable requests from the winners as to these dates, the final determination of these dates will be in Cranbrook School’s absolute discretion. The Concert / Composition Workshop and Masterclasses will be recorded by Cranbrook School and may be used for the internal use of Cranbrook School and for advertisements and marketing material to promote the Competition, future competitions or Cranbrook School in general.

8. The judging of the Competition will take place in three stages. A first round judging panel comprised of Cranbrook School staff will shortlist entrants prior to Wednesday 22 June 2016. A second round judging panel, including external music industry representatives, will select the entrants to progress to the third round of judging from the shortlisted entrants on Wednesday 22 June 2016. A third round of judging will occur on or prior to Friday 24 June 2016 subsequent to conducting Skype interviews with the entrants selected in the second round of judging. Each entry will be individually judged based on the criteria of character, originality, performance, potential and strength of ideas and the quality that best satisfies these criteria as determined by the third round judging panel will be deemed the winner. All judging will take place at Cranbrook School. The winner may be a solo artist or ensemble. Cranbrook School reserves the right to refrain from selecting a winner if none of the entries meet a high standard with respect to all the criteria. The decision of all judging panels is final and no correspondence will be entered into.

9. The winner will be contacted by email on or before Friday 24 June 2016. The winner’s details will also be published on Cranbrook School’s website and in other promotional and marketing material of Cranbrook School. If Cranbrook School does not receive confirmation of acceptance of the Prize by 5pm AEST Monday 27 June 2016, the entry will be deemed invalid, the Competition will be informally re-judged and Cranbrook School may select another winner.

10. Entrants must not be bound by any commercial, contractual, sponsorship or other agreement that would prohibit their participation in the Prize. Entrants are responsible for ensuring that entry into the Competition does not breach any contract that they are a party to.

11. The right, title or interest (including copyright) to an entry is retained by the relevant entrant and no right, title or interest (including copyright) to an entry is assigned to Cranbrook School. Entrants agree that Cranbrook School may distribute the audio recording and other information submitted to the Competition to the judges for the purposes of judging the Competition. Other than as noted below, the right, title and interest (including copyright) in the recorded content is retained by the winner. The entrants agree that if selected as the winner of the Competition, the winner licenses and grants Cranbrook School a non-exclusive, royalty-free, perpetual worldwide irrevocable right to use, reproduce, modify, adapt, publish, display and broadcast the recorded content for internal use and for advertisements and marketing material to promote the Competition, future competitions or Cranbrook School in general only. Cranbrook School will not sell the recorded content or any part thereof. Cranbrook School would appreciate credit being given to Cranbrook School in any future uses of the CD or the recorded content by the winner.

12. The entrant warrants to Cranbrook School that any entry submitted is an original work of the entrant that does not infringe the rights of any third party. If the body of work has been co-written by someone who is not named as an entrant on that entry, the entrant warrants that they have obtained the prior written consent of the co-writer to enter the body of work in the Competition and participate in the Prize. The entrant agrees to indemnify Cranbrook School against all costs and claims by third parties arising from a breach of these warranties.

13. If in the opinion of the Cranbrook School Music Department in its absolute discretion, some of the body of work to be recorded by the winner breaches intellectual property, privacy, publicity or other rights, or is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, or objectionable with respect to race, religion, origin, gender or sexual orientation, Cranbrook School reserves its rights absolutely to omit such material from the recording and the CD.

14. Cranbrook School may use any personal information that an entrant has provided to it as part of the entry into the Competition for the purpose of running the Competition, and also in advertisements, publications, media releases and other promotional material associated with the Competition or Cranbrook School in general. This may include publishing the names of the shortlisted entrants, the names of highly commended entrants and the name of the winner. Cranbrook School will not publish any contact information such as address, telephone number or email address unless specifically authorised to do so by the entrant. Cranbrook School may also disclose any personal information for these purposes to its related bodies corporate and contractors. Entrants consent to Cranbrook School using their name, likeness, image and / or voice in the event they are the winner, including photograph, film and recordings, in any media for an unlimited period without remuneration for the purpose of promoting the Competition (including the outcome) and the School in general. Entrants consent to participating in radio, television, and written media interviews as determined by Cranbrook School in the event they are the winner.

15. Cranbrook School and its directors, employees and contractors will not be liable for any loss or damage (including but not limited to indirect or consequential loss, and loss of opportunity) or personal injury or death which is suffered or sustained (including without limitation if caused by any person’s negligence) relating to the Competition, or the awarding or taking of the Prize, including without limitation:
   a. any technical difficulties or equipment malfunction, whether or not under the control of Cranbrook School;
   b. any theft, unauthorized access or third party interference;
   c. any entry or prize claim that is lost, altered, damaged or misdirected, whether or not after receipt by Cranbrook School due to any reason;
   d. any tax liability incurred by the winner or an entrant; or
   e. use of the Prize, except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

16. The winner is liable and indemnifies Cranbrook School and its directors, employees and contractors against all and any loss, damages or claims by third parties in respect of any loss or damage to any property, corruption of data or computer systems and software, breach of intellectual property rights, personal injury or death, or breach of contract or law caused by any act or omission of the winner or its representatives.

17. The winner must obtain a current and valid Working With Children Check number and provide this number and a photo copy of their driving license or passport to Cranbrook School for verification purposes.

18. The winner and their representatives attending Cranbrook Recording Studio or otherwise on Cranbrook School premises will ensure that their dress and behavior is appropriate for a school environment. The winner and their representatives when attending Cranbrook Recording Studio or otherwise on Cranbrook School premises must comply with Cranbrook School’s occupational health and safety guidelines. Cranbrook School reserves its rights to refuse use of the equipment (including software) of the winner or their representatives on Cranbrook School’s premises if in the opinion of Cranbrook School, such equipment exposes Cranbrook School’s property to risk of loss or damage, is unsafe or otherwise breaches occupational health and safety laws or policy, including but not limited electrical safety standards.

19. If any winner is under the age of 18 years, they must be accompanied at all times by a responsible adult nominated by their parent or legal guardian whilst attending Cranbrook Recording Studio, the Masterclass, Concert / Composition Workshop, and at any other meetings, events or sessions in association with the Competition or the Prize. Supervision of winners under the age of 18 years will not be provided by Cranbrook School.

20. In the event there is a dispute concerning the conduct of the Competition, the decision of Cranbrook School is final and no correspondence will be entered into.

21. The promoter of the competition is Cranbrook School (ACN 000 007 723) of 5 Victoria Road, Bellevue Hill, New South Wales, 2023.