

Melton Star Search 2014

Terms and Conditions

Participation and Eligibility

1. By participating in the Competition, the Participant agrees to these Terms and Conditions.
2. Information on the Registration Form also forms part of these Terms and Conditions.
3. The Competition is only open to Eligible Persons.
4. The Promoter reserves the right, at any time, to verify the eligibility of any Participant (including a Participant's identity, age and place of residence) and to disqualify any Participant who does not comply strictly with these Terms and Conditions or who tampers with the entry process. Incomplete, indecipherable or illegible entries will be deemed invalid. If requested by the Promoter, a Participant must provide the Promoter with evidence of eligibility. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Registration

5. To participate in the Competition, a Participant must be an Eligible Person who submits a valid Registration Form to the Promoter. Registration Forms will be available to fill in online at www.meltonstarsearch.com.au during the period from 9.00am on Wednesday 13 August 2014 to 12am on Sunday 24 August 2014.
6. To be valid, each Registration Form must be fully completed, and must:
 - (a) contain the Eligible Person's full name, date of birth, address, telephone number and/or email address;
 - (b) include a description of the Eligible Person's proposed Performance for the Competition;
 - (c) include a
 - i. selection of the Eligible Person's preferred Audition Time and date in respect of Audition Days;
 - ii. valid link to the Eligible persons audition video; or
 - iii. selection made on the Registration form indicating the Eligible Person was a 2011 Grand Finalist
 - (d) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and signed where applicable;
 - (e) be received by the Promoter by 12am on Sunday 24 August 2014.
7. Each Eligible Person may only register for and participate in the Competition once, either as a soloist or as part of a group.
8. If an Eligible Person elects to participate in the Competition as part of a group, all Eligible Persons that are part of that group must each submit a separate Registration Form containing the same group name.
9. Eligible Persons under the age of 16 years who elect to participate in the Competition must be accompanied by an adult at all times.

The Competition

10. The Competition will have 2 Age Categories:
 - (a) 7 to 15 years of age;
 - (b) 16 to 25 years of age;
11. If all members of a group who will Perform together do not fall within the same Age Category, then all members of that group will be deemed to be Participants in the Age Category that the eldest Participant in the group is eligible for.
12. Each Eligible Person and each group comprised of Eligible Persons who submits a valid Registration Form will be notified by the Promoter or its delegate by email, post or telephone of whether or not they will be invited to participate in the Auditions and, if so, the venue for their Audition and the relevant Audition Time.
13. Up to 21 Audition Winners in each Age Category as selected by the Judges (in their absolute discretion) at the Auditions will be selected to Perform in the Heats.
14. Up to 7 Audition Winners per Age Category will Perform on each day of the Heat Period.
15. The 4 Audition Winners per Age Category receiving the highest score for their Performance on each day of the Heat Period (as determined by the Judges in their absolute discretion) will be selected to Perform in the Semi-Finals.
16. Up to 6 Semi-Finalists per Age Category will Perform on each day of the Semi-Final Period.
17. The 2 Semi-Finalists per Age Category receiving the highest score for their Performance on each day of the Semi-Final Period (as determined by the Judges in their absolute discretion) will be selected to Perform in the Grand Final.
18. Each Participant who is invited to attend the Auditions or is selected to Perform in the Heats, the Semi-Finals or the Grand Final must attend and Perform at the time nominated by the Promoter. If a Participant fails to attend and Perform at the nominated time, the Promoter may disqualify the Participant group and/or elect to allow another Participant to Perform in place of that Participant.

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19. The Judges will have regard to the Judging Criteria when awarding scores for a Performance and selecting Participants to Perform in the Heats, the Semi-Finals and the Grand Final, and when selecting the Prize winners. The Judges' selections are final and binding and no correspondence will be entered into by the Judges or the Promoter in relation to the Judges' selections, the conduct of the Competition or otherwise.

Prizes

20. There will be 1 First Prize, 1 Second Prize and 1 Third Prize for each Age Category.
21. A First Prize will be awarded to the Finalist (individual or group) receiving the highest score for their Performance at the Grand Final (as determined by the Judges in their absolute discretion) in each Age Category.
22. A Second Prize will be awarded to the Finalist (individual or group) receiving the second highest score for their Performance at the Grand Final (as determined by the Judges in their absolute discretion) in each Age Category.
23. A Third Prize will be awarded to the Finalist (individual or group) receiving the third highest score for their Performance at the Grand Final (as determined by the Judges in their absolute discretion) in each Age Category.
24. The Most Promising Vocalist Award will be awarded to the Participant that the Judges determine (in their absolute discretion) has demonstrated the most promising singing voice during the Competition.
25. The Rising Star Award (Dance/Drama) will be awarded to the Participant that the Judges determine (in their absolute discretion) has demonstrated the most promising dancing or dramatic ability during the Competition.
26. The Rising Star Award (Music) will be awarded to the Participant that the Judges determine (in their absolute discretion) has demonstrated the most promising instrumental music ability during the Competition.
27. The Prizes are not transferable, refundable or exchangeable and cannot be taken as cash.
28. If a Prize winner is under the age of 18 years, the parent or guardian of the Prize winner who gave permission for entry into the Competition will be deemed to be the Prize winner for the purposes of the Competition.
29. The Prize winners will be announced at the Venue immediately following the Grand Final.
30. If a Prize winner is not present at the time the Prize winners are announced, the Promoter will use reasonable efforts to notify that Prize winner by mail, telephone or email to arrange delivery of the Prize.
31. If despite reasonable efforts the Promoter is unable to locate or contact a Prize winner within 1 month after that Prize winner is announced, another Prize winner will be selected for that Prize and any subsequent winner will be notified in accordance with these Terms and Conditions.
32. The Promoter may, but is not obliged to, publish the results of the Competition. By entering into this Competition the Participant gives their consent for their personal details to be published in the manner prescribed in this clause if they are a winner. If the Promoter decides to publish the results of the Competition, then Promoter will publish the results in the Melton Leader and on the Competition website www.meltonstarsearch.com.au.
33. Where required by the Promoter, a Participant claiming to be a Prize winner will be required to provide proof of identity.
34. Each component of the Prizes are subject to the conditions relating to the use of the Prizes (including validity period) as follows:
 - (a) in respect of the Centre gift card components of the Prizes, set out at www.woodgrove.com.au and printed on the gift cards; and
 - (b) in respect of the other components of the Prizes, available from the relevant third party listed in the definition of 'Prize' in these Terms and Conditions. Where the use of a component of a Prize is subject to the terms and conditions of a third party, any dispute in relation to those terms and conditions must be directed to that party and the Promoter has no responsibility for resolving such disputes.
35. The Judges' selections are final and binding and no correspondence will be entered into by the Promoter or the Judges in relation to the selection of the Audition Winners, Semi-Finalists or Prize winners, the conduct of the Competition or otherwise.

Performance Requirements

36. Participants must arrive at the stage area in the Venue at least 30 minutes prior to their scheduled Performance time in the Heats, Semi-Finals and Grand Final. Participants must be ready to Perform at their nominated Performance time, and set-up for a Participant's Performance must not take more than 2 minutes.
37. Participants must provide their own accompanist or instrumental backing recording if required for their Performance. Each Participant warrants that the use of the backing recording provided by the Participant for the Competition will not infringe the Intellectual Property Rights of any third party.

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38. The Promoter is not liable for any damage that may be caused to the backing recording during the Competition.
39. If a backing recording is provided it must:
 - (a) be a high quality recording;
 - (b) be clearly labelled with the Participant's name and which track is to be played; and
 - (c) if the Participant's Performance involves singing, not be a vocal recording of any sort.
40. Participants and/or their accompanists must not use the following:
 - (a) drum kits;
 - (b) electric guitars;
 - (c) amplifiers; or
 - (d) any other instruments or equipment that the Promoter determines from time to time in its sole discretion.
41. Participants must not Perform 'rock and roll' Performances, but acoustic guitar Performances are permitted.
42. The Promoter will provide a maximum of 2 radio microphones for use in each Performance and facilities to play music either from MP3 or CD.
43. The Promoter is not responsible for any technical difficulties incurred with sound equipment or any other equipment or instrument during any Performance.
44. All Performances in the Heats, Semi-Finals and the Grand Final will be on the stage in the function room. Participants must remain within the boundaries of the stage at all times during their Performance.
45. Semi-Finalists must not Perform the same Performance in the Heats and in the Semi-Finals.
46. Finalists must not Perform the same Performance in the Semi-Finals and in the Grand Final.
47. Finalists may Perform the same Performance in the Heats and in the Grand Final.
48. Participants must ensure that their Performances are not annoying, offensive, injurious or rude in any way.
49. The Promoter may refuse to permit a Participant to Perform for any reason in its absolute discretion and may stop a Performance and request that a Participant leaves the stage at any time and for any reason.
50. The Promoter may, but is not obliged to, upload Performances from the Competition to YouTube and/or stream Performances live or with a delay on www.meltonstarsearch.com.au. Each Participant consents to the Promoter doing so.

Other General Terms

51. All Registration Forms are the property of the Promoter.
52. Each Participant consents to the Promoter using their name, likeness, image and voice for an unlimited period and without remuneration for marketing and publicity use, if requested by the Promoter.
53. Each Participant consents to the Promoter at any time or times printing, publishing, broadcasting or otherwise using photographic or video images or audio recordings from a Performance in which the Participant appears or can be heard for any marketing or publicity use or otherwise using such images or recordings as the Promoter may determine in its absolute discretion, without remuneration to the Participant.
54. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:
 - (a) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
 - (b) any personal injury suffered or sustained, during the course of participating in this Competition or using a Prize, except for and to the extent that any liability cannot be excluded by law.
55. Each Participant indemnifies and keeps indemnified the Promoter Entities against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities or any third parties arising out of the breach of these Terms and Conditions by the Participant, the participation of the Participant in the Competition, the infringement of any Intellectual Property Rights of a third party by the Participant or the Performance or the use of a Prize by the Participant.
56. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions from a regulatory authority (if any) to:
 - (a) disqualify any Participant; and/or
 - (b) modify, suspend, terminate or cancel the Competition as appropriate
57. Without limiting clause 56 of these Terms and Conditions, the Promoter reserves the right to change the time of the Auditions, Heats, Semi-Finals, Grand Final or any Performance. The Promoter will use reasonable endeavours to notify a Participant scheduled to Perform in an Audition, Heat, Semi-Final or the Grand Final if the time of that Participant's Performance will change.

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Privacy

58. Under the Privacy Act 1998 (Cth), the Promoter must tell Participants when it collects personal information about them and how it plans to use it. If a Participant chooses to enter or take part in the Competition, the Participant will be required to provide the Promoter with personal information about themselves such as the Participant's name, address, telephone number, email address and areas of interest.
59. The Promoter will collect and use the personal information which the Participant has provided for the following purposes:
- (a) carrying out the Competition; and
 - (b) if the Participant has accepted to receive future promotional communications from the Promoter carrying out marketing and promotions activities including, without limitation, sending newsletters or publications and/or other marketing and promotional material to the Participant about the competitions or promotional events (whether or not undertaken by or about the Promoter or any other person or organisation) and supplying the information to contractors which assist the Promoter to do this; and
 - (c) in any media for an unlimited period of time without remuneration to the Participant for the purposes of promotion and marketing as determined by the Promoter.
60. By entering the Competition a Participant consents to the collection and use of his or her information in the manner outlined in these Terms and Conditions.
61. If a Participant would prefer that the Promoter does not use the Participant's details in the way outlined in these Terms and Conditions and/or retain their details, the Participant should contact the Promoter on 03 9971 5734.
62. A Participant has the right to access most personal information which the Promoter holds about the Participant. A Participant may contact the Promoter on 03 9971 5734 to ask for access to the Participant's information, or if the Participant has a complaint concerning a Participant's information privacy. The Promoter may deny the Participant's request for access in some circumstances. If the Promoter does this, it will tell the Participant why.
63. If a Participant considers that any information that the Promoter holds about the Participant is inaccurate or if at any time the Participant's details change, the Participant may contact the Promoter on 03 9971 5734 and the Promoter will take reasonable steps to ensure that such information is corrected.
64. The Promoter will take reasonable steps to keep personal information secure from misuse, loss or unauthorised use or disclosure.

Definitions

In these Terms and Conditions, the following definitions apply:

"Age Category" has the meaning given in clause 10.

"Auditions" means the audition round of the Competition from which Participants or groups of Participants will be selected by the Judges to Perform in the Heats, which is scheduled to take place during the Audition Days at Melton Music, 1/11 Glenville Drive, Melton in accordance with these Terms and Conditions.

"Audition Days" means Monday 16 September 2013, Wednesday 18 September 2013, Thursday 19 September 2013

"Audition Time" means either:

- (a) 4pm - 5pm;
- (b) 5pm - 6pm; or
- (c) 6pm - 7pm;

on each Audition Day.

"Audition Winner" means a Participant or group of Participants who are selected by the Judges at the Auditions to Perform in the Heats.

"Venue" Tabcorp Park Toolern Function room, 2 Ferris road Melton.

"Competition" means the Melton Star Search 2013 Competition as described in these Terms and Conditions.

"Eligible Person" means an individual who:

- (a) is a resident of Victoria;
- (b) as at Tuesday 16 September 2013, is between 7 and 25 years of age;
- (c) if under 18 years of age, has a parent or guardian's permission to participate in the Competition; and
- (d) is not a Non Eligible Person.

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“Finalist” means a Semi-Finalist who is selected by the Judges at the Semi-Finals to Perform in the Grand Final.

“Grand Final” means the grand final round of the Competition from which the Prize winners will be selected by the Judges, which is scheduled to take place in the Toolern function room between 10.00am and 12.00pm on Saturday 5 October 2013 in accordance with these Terms and Conditions.

“Heats” means the heats round of the Competition from which the Semi-Finalists will be selected by the Judges, scheduled to take place during the Heat Period at Tabcorp Park.

“Heat Period” means 10.30am to 7.00pm on Monday 30 September 2013

“Intellectual Property Rights” means all intellectual property rights, including copyright and any right to keep confidential information confidential.

“Judges” means the judges for the Competition, as selected by the Promoter at its discretion.

“Judging Criteria” means each of the following criteria:

- (a) Performance/Character: Level of interaction with the crowd, showmanship, interview after the Performance;
- (b) Presentation/Costume: The effort that the Participant/s has gone to with his/her/their costume/s; and
- (c) Talent/Ability/Skill Base: The level of skill and ability shown in the Performance.

“Melton Music” means Melton Music, 1/11 Glenville Drive, Melton, VIC.

“Non Eligible Person” means the following:

- (a) owners and managers of Melton Music;
- (b) the employees or contractors of the persons and entities in paragraph (a); and
- (c) any spouse, child, de facto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) – (b).

“Participant” means any person who participates in the Competition.

“Performance” means a performance by a Participant or a group of Participants as part of the Competition, and **Perform** has a corresponding meaning.

“Prize” means each of the following:

- (a) First Prize: An In Studio photo shoot including digital copies of selected photos at Stylework productions to a maximum value of \$260 and hair styled at Kosa Hair Studio to a maximum value of \$90 and the opportunity to perform your Performance at the Djerriwarrh Festival to be held on Saturday 9 November 2013, Melton Recreation Reserve, Reserve Road, Melton.
- (b) Second Prize: A \$100 Woodgrove shopping Centre gift card
- (c) Third Prize: A \$50 itunes voucher.
- (d) Most Promising Vocalist Award: A one hour recording session of your own composition at Melton Music and the opportunity to have that song played on 979fm valued at \$100.
- (e) Rising Star Award (Dance/Drama): Group lessons at Galactic Dance to a maximum value of \$250, valid from 1 January 2013 to 31 December 2013.
- (f) Rising Star Award (Music): Private instrumental lesson as Melton Music up to a maximum value of \$250, valid from 1 January 2013 to 31 December 2013.

“Promoter” means Melton Music abn: 40 686 172 940 1/11 Glenville Drive, Melton, VIC, 3337 acting on behalf of Melton Star Search.

“Promoter Entities” means the Promoter and its associated companies, advisors and agencies and all those entities' personnel.

“Registration Form” means the official registration form for the Competition, supplied by the Promoter.

“Semi-Finals” means the semi-final round of the Competition from which the Finalists will be selected by the Judges, scheduled to take place during the Semi-Final Period at Tabcorp park in accordance with these Terms and Conditions.

“Semi-Finalist” means an Audition Winner who is selected by the Judges at the Heats to Perform in the Semi-Finals.

“Semi-Final Period” means 2:00pm to 7.00pm on Tuesday 1 October 2013