



Australian
Music
Examinations
Board

KAWAI

Terms & Conditions

AMEB & Kawai Piano Competition 2019

By entering the AMEB & Kawai Piano Competition 2019 (**'Competition'**) the Entrant (as hereinafter defined) agrees to be bound by the terms and conditions set out below (**'Terms & Conditions'**).

1. Definitions:

a. **'Performer'**

This is the person in the video performing a piano piece from the AMEB Series 18 Grade Books. A Performer must not be a professional pianist or a person otherwise earning a living as a pianist (either as soloist or collaborative pianists).

b. **'Entrant' or 'Registering Adult'**

This is the person:

- i. that is entering the Competition and if selected will win the prize, and
- ii. bound by the Terms & Conditions.

The Entrant must be:

- iii. the Performer if aged 18 or above; or
- iv. if the Performer is below the age of 18, the Performer's parent or legal guardian.

c. **'Intellectual Property'**

Intellectual Property includes any:

- i. copyright;
- ii. design, patent, trademark, semiconductor, circuit layout or plant breeder rights (whether registered, unregistered or applied for);
- iii. trade, business, company or domain name; and

iv. know how, inventions, processes, confidential information (whether in writing or recorded in any form), and any other proprietary, licence or personal rights, including moral rights (as defined in the *Copyright Act 1969* (Cth)), arising from intellectual activity in the business, industrial, scientific or artistic fields.

2. The joint promoters of this Competition are:

a. Australian Music Examinations Board Limited

Level 8, 21 Victoria Street

Melbourne, VIC 3000

Australia

Tel. 1300 725 709

ABN 27 102 374 587 (hereafter '**AMEB**'), and

b. Kawai Australia Pty Ltd

24A / 6-8 Herbert Street

St Leonards, NSW 2065

Australia

Tel. 02 9882 2000

ABN 96 002 270 199 (hereafter '**Kawai**');

(each a '**Promoter**' and together, '**Promoters**').

3. Entrants may enter the Competition by uploading a video of the Performer's piano performance at the competition landing page, at piano.ameb.edu.au/kawai. All videos must be submitted by the Registering Adult. Entrants are encouraged to read the Recording Guidelines prior to entering. Entries which do not adhere to the Recording Guidelines may be rejected by the Promoters.

4. The Competition will close on 31 October 2019 at 11:59pm AEST. Entries received by the Promoter after this time, or incomplete or deficient Entries, whether by reason of error, omission, tampering, theft, destruction, force majeure or otherwise, will not be considered.

5. Prizes are awarded for each winner in the following categories:
 - a. **(Level 1 Category)** For Entries where the performance is of a piece chosen from Preliminary to Grade 4, Series 18 Grade Books (published by AMEB); and
 - b. **(Level 2 Category)** For Entries where the performance is of a piece chosen from Grades 5 to 8, Series 18 Grade Books (published by AMEB).

6. The prize given to the winner:
 - a. in the Level 1 Category is 1 x Kawai ES110 portable digital piano, including delivery within Australia (RRP \$1,210); and
 - b. in the Level 2 Category is 1 x Kawai K-300 upright acoustic piano, including setup and delivery within Australia (RRP \$8,795).

The prizes are not transferable or exchangeable and cannot be redeemed for cash.

7. The winner will be selected by a panel of expert judges appointed by the Promoters, in their absolute discretion, according to the competition criteria. The judges' decision is final and conclusive, and no further review or correspondence shall be undertaken. The Entrant agrees not to publish any adverse comments in relation to the judges or the judging processes.

8. Entrants will not receive the judges' assessment of their performance and no feedback will be provided.

9. Performers for the:
 - a. Level 1 Category competition must be aged 14 years or under.
 - b. Level 2 Category competition can be of any age.

10. A Performer may only be entered into one competition, either Level 1 or Level 2, but are entitled to entry in respect of multiple pieces into their applicable level of competition.

11. All pieces must be performed as solos, with only one performer.

12. Entry is open to all persons who fit the age restrictions and are resident in Australia, subject to all other requirements under these Terms & Conditions.
13. Winners will be notified by phone and in writing, and their names published at piano.ameb.edu.au/kawai no more than two weeks from the close of the competition.
14. Prizes shall be claimed in coordination with Kawai. Such coordination will be initiated by Kawai after the announcement of the prize winners. If any prize has not been accepted or claimed within 30 days, the relevant winner's entry will be deemed invalid and the Promoters may award the prize to another Entrant.
15. By uploading a video on the competition landing page, the Entrant assigns absolutely to the Promoters all its right, title and interest, including all Intellectual Property rights, in and to the video, and the Entrant agrees that the Intellectual Property rights in and to the video will become the property of each Promoter severally. The video, sound, and/or the still image may be copied, reproduced and/or published online/offline to promote the Competition, and/or any other initiative, at the sole discretion of the Promoters. By entering this competition, Entrants consent to any and all acts or omissions (whether occurring before or after this consent is given) in relation to their Entries, which might otherwise infringe the Entrant's moral rights (as defined in the *Copyright Act 1969* (Cth)) in those Entries.
16. Entrants warrant and represent to the Promoters that the Intellectual Property in recordings comprising their Entry or Entries, and their use by the Promoters in accordance with these Terms & Conditions, do not infringe the Intellectual Property rights of any other person.
17. Entrants agree to indemnify and hold harmless each Promoter (**'Indemnified'**) in respect of any loss, costs, expenses or damage arising from any claim suffered or incurred by the Indemnified in respect of any breach of these Terms & Conditions.
18. Personal information collected in the administration of this competition will be securely stored by, and may be used in the marketing efforts of both AMEB and Kawai. No information will be shared with or sold to any other party except to facilitate the

running of the competition or the provision of prizes. Participants may at any time request a copy of any personal data from either or both of AMEB and Kawai.

19. The Promoters may require winners to provide proof of identity, age, residency, that the Entrant is the Performer (or parent or legal guardian of the Performer), or that the Performer is not a professional / does not earn a living as a pianist, and any other documentation as requested by the Promoter (acting reasonably). Identification considered suitable for verification is at the Promoter's discretion.
20. The Promoter may, in its sole discretion, disqualify all Entries from, and prohibit further participation in this Competition by, any person (including without limitation a winner) who tampers with or benefits from any tampering with the entry process or with the operation of the Competition or acts in violation of these Terms & Conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoters or any of their related bodies corporate or the agencies or companies associated with this Competition, is contrary to law or is otherwise inappropriate.
21. The Promoters and their associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. If for any reason any aspect of this Competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoters, the Promoters may in their sole discretion cancel, terminate, modify or suspend the Competition, or invalidate any affected Entries.

July 2019

Kawai Australia Pty Ltd

Australian Music Examinations Board Limited