

TERMS AND CONDITIONS FOR FBI'S NORTHERN LIGHTS COMPETITION ("COMPETITION TERMS")

1 General Matters

- 1.1 The User Terms and information available at <http://www.fbiradio.com/northernlights> (the "**Website**") on the format of the 'FBI's Northern Lights Competition' ("**Competition**") and the prizes form part of these terms and conditions. To the extent of any inconsistency, these Competition Terms will prevail.
- 1.2 This Competition is being conducted by FBI Radio ABN 47 035 182 116 of 44-54 Botany Road Alexandria ("**FBI**").
- 1.3 The Competition is a game of skill and chance plays no part in determining the outcome.
- 1.4 The decision of FBI in relation to all matters in connection with the Competition is final and no correspondence will be entered into.
- 1.5 Unless otherwise stated, all capitalised terms in these Competition Terms have the same meaning as in the User Terms.

2 Entry and Eligibility

- 2.1 Subject to clause 2.2, there are two types of competitors that may enter the Competition:
 - (a) persons forming part of a musical performance band, where all of the members of the band jointly submit, and consent to submission of, an entry to the Competition ("**Band Competitor**"); or
 - (b) solo singer / songwriter / producer ("**Solo Competitor**"), (together, "**Competitors**").

- 2.2 To be eligible to enter the Competition, each Solo Competitor and each member of a Band Competitor must:
- (a) not currently be a party to a licence agreement or recording contract with a major record label, including (but not limited to) Sony Music Entertainment, EMI Group, Universal Music Group and Warner Music Group and any of their sub-labels or imprints ("**Major Record Label**") or any local or international independent record label financed by, or that has agreements with, a Major Record Label ("**Independent Status**");
 - (b) have the right to assign or license the use of their original works, sound recordings, name, bibliographical details, image, actions, voice and likeness to FBI for the purpose of the Competition as set out in these Competition Terms;
 - (c) be over 18 years of age at time of entry;
 - (d) be an Australian citizen or permanent resident;
 - (e) reside in Australia;
 - (f) have written and performed the original materials they submit to the Competition;
 - (g) not have any criminal convictions in Australia or elsewhere; and
 - (h) possess a valid passport and have the ability to travel to United Kingdom, European Union and Iceland in October and November 2016.
- 2.3 If there is a change in a Competitor's Independent Status at any time during the Competition, Competitors must notify FBI immediately. In these circumstances, FBI reserves the right to disqualify the Competitor in its sole discretion.

- 2.4 Band Competitors must obtain FBI's consent to any change in the composition of the members of the Band Competitor between the time the Band Competitor enters the Competition and the announcement of the winner of the Competition (which will not be unreasonably withheld).
- 2.5 To submit a valid entry, Competitors must first register their details by Website in accordance with the instructions on the Website.
- 2.6 Competitors must then upload links to their work ("**Uploaded Material**") in accordance with the steps set out on the Website. If a Competitor does not follow the steps set out in clause 2.5 and this clause 2.6, their entry is invalid and may be removed by FBI in its sole discretion.
- 2.7 Following completion of registration, a confirmation email will be forwarded to the Competitor that their entry has been received. ("**Confirmation Email**").
- 2.8 Entries must be received by the time and date specified on the Website. FBI may extend the cut-off time and date at any time and in its sole discretion.
- 2.9 Competitors agree that they have read and understood these Competition Terms and agree to be bound by them. If a Competitor breaches these Competition Terms, FBI may disqualify the Competitor from the Competition in its absolute discretion.

3 Rights in Uploaded Material

- 3.1 Subject to clause 3.2, each Competitor agrees, by submitting its Uploaded Material, to grant FBI a royalty-free, non-exclusive, sub-licensable right and licence to use, reproduce, publish, adapt, perform, communicate to the public, translate, create derivative works from, distribute, play and exercise all copyright and publicity rights (as applicable) with respect to the Uploaded Material, and the Competitor's name, bibliographical details, image, actions, voice and likeness ("**Other Attributes**") worldwide and/or to incorporate the Uploaded Material and Other Attributes in other works in any media now known or later developed for the full term of any rights that may exist in the Uploaded Material and Other Attributes, and in accordance with privacy restrictions set out in FBI's Privacy Policy (the "**Licence**"). FBI will not pay Competitors for the Licence. If a Competitor does not want to grant the Licence to FBI, it should not submit any Uploaded Material to FBI.
- 3.2 FBI acknowledges that it will only use the Uploaded Material and Other Attributes pursuant to the Licence in connection with, and in the promotion of, FBI's Northern Lights Competition. Competitors further agree that FBI may (without having any obligation to do so) publish the Uploaded Material and Other Attributes on the Website and allow Users to view and/or listen to the Uploaded Material and Other Attributes during the Competition and for a period of 18 months after the end of the Competition (collectively, the "**Purpose**"). FBI will seek consent from Competitors to use their Uploaded Material and Other Attributes for any purpose other than the Purpose.
- 3.3 Competitors are required to disclose whether they are members of the Australasian Performing Rights Association ("**APRA**"), the Australian Recording Industry Association ("**ARIA**") or any other copyright collecting society. FBI acknowledges and agrees that the Licence is subject to any prior rights granted by Competitors to APRA or to ARIA.

4 Use of Uploaded Material

4.1 Whilst FBI aims to ensure Users use the Uploaded Material in a manner which is authorised by FBI, Competitors:

(a) acknowledge that FBI is not able to prevent unauthorised use of the Uploaded Material; and

(b) release FBI and its Representatives from all liability associated with any unauthorised use of the Uploaded Material.

5 Other Rights Granted by Competitors

5.1 All Competitors agree and consent to FBI and its authorised agents using the Competitor's name, biographical details, image, actions, voice and likeness in connection with the Competition and promotions associated with the Competition.

5.2 Competitors acknowledge, consent and agree FBI may (or may arrange for others to) but is not obliged to:

(a) photograph, video, film or record Competitors, their voices and their musical works during the Competition (including all live performances in Australia and Iceland or any broadcast of any live performances); and

(b) edit, adapt, alter, omit or otherwise use the resulting materials and a Competitor's name, likeness, image, actions, voice, and biographical material, in any and all media now known or later developed, worldwide in connection with the production, marketing, promotion, publicity and exploitation of the Competition in perpetuity without restriction.

5.3 All Competitors acknowledge and agree:

(a) if requested by FBI, they must make themselves available to perform a Showcase gig or interview and/or be filmed by FBI on a date or dates as specified by FBI in its absolute discretion during any stage of the Competition; and

(b) FBI has the right to license any filmed performance for broadcast across any and all media now known or later developed, worldwide in connection with the production, marketing, promotion, publicity and exploitation of the Competition in perpetuity without restriction.

5.4 FBI may (in its absolute discretion) disqualify any Competitor:

(a) who is unwilling or unable to perform and/or be filmed by FBI as required under clause 6.3(a); or

(b) for any reason FBI considers reasonable or appropriate.

5.5 If FBI requires a Competitor to travel for the purposes of performance and/or filming under clause 5.3(a), FBI will pay reasonable return airfares, transfers and accommodation for the Competitor (or the members of the Competitor, if a Band Competitor) and their reasonable equipment (if required for the filming) from the Competitor's normal place of residence to the location of the performance and/or filming for the purpose of the performance and/or filming. Costs will only be paid by FBI with prior agreement regarding the total travel costs.

5.6 By entering the Competition, Competitors agree to participate in any media or promotional activities selected by FBI in its absolute discretion, and in such activities Competitors agree to:

(a) express a positive view of FBI, the operations of FBI and the Competition (including the Competitor's participation in the Competition) and the Competition partners; and

(b) refrain from expressing a negative or disparaging view of FBI, the operations of FBI, the competition's partners and the Competition (including the Competitor's participation in the Competition).

5.7 FBI reserves the right to request verification of age, identity, residential address and any other information from entrants relevant to entry into or participation in this competition. Verification is at the discretion of FBI, whose decision is final.

6 Form of Competition

6.1 The Competition will commence on July 4 2016. Entries close 5pm EST on August 5, 2016.

6.2 FBI may post further details regarding the conduct of the Competition (including key dates) on the Website, prior to the commencement of the Competition.

7 Competition Winner and Prizes

- 7.1 The Winner of the Competition will travel to Iceland (“**The Festival**”) and experience the Reykjavik music scene. **FBI will pay reasonable international travel expenses, travel insurance, transfers and accommodation for the Competitor as well as per diem for meals. All other ancillary costs including but not limited to taxes (excl. GST), drinks and any and all other expenses are the responsibility of the winner.**

Content Deliverables of the Winners

- The winner will be asked to develop one original track as part of the Northern Lights Competition.
- During their time in Iceland, the Winner will be required to perform a maximum of three live gigs;
- During their time in Iceland, the Winner will participate in a studio session arranged by FBI. Attendance at this session is mandatory.
- Prior to, during and after the time in Iceland, the Winner will be required to be interviewed by FBI, make posts on FBI social media and create content to be published on fbiradio.com and their own social media platforms.
- The winner will agree to be part of endorsement for the Competition partners, including posing in photos or mentioning the partners in their updates.

FBI will premiere the track created for the Northern Lights competition.

For any track or music that is created, the Winner grants FBI, a royalty-free, exclusive, sub-licensable right and licence to use, reproduce, publish, adapt, perform, communicate to the public, translate, create derivative works from, distribute, play and exercise all copyright and publicity rights (as applicable) with respect to the Created Content and the Competitor’s name, bibliographical details, image, actions, voice and likeness worldwide and/or

- 7.2 Details of all prizes will be determined by FBI in its absolute discretion in consultation with the International Artists, studios, management companies and legal service providers and FBI may substitute an alternative prize including alternative International Artists (in FBI's absolute discretion). All prizes are not transferable or exchangeable and cannot be taken in any other form, including cash.
- 7.3 If the winner of the Competition is not available or willing to accept the relevant prizes, FBI reserves the right (in its absolute discretion) to select and announce another Competitor as the winner of the Competition.
- 7.4 All prizes are accepted at the Competitor's risk and FBI excludes all warranties in connection with the prizes, to the extent permitted by law.
- 7.5 If requested to do so by FBI, the Competitors must, before being awarded the prize:
(a) sign a copy of these Competition Terms; and
(b) execute a Finalist and/or Winner's Agreement in the form prescribed by FBI.

8 Warranties

8.1 Each Solo Competitor and each member of a Band Competitor warrants and represents to FBI that:

(a) they are not currently a party to any licence agreement or recording contract with a Major Record Label or any local or international independent record label financed by, or that has agreements with, a Major Record Label;

(b) they have the right to license the use of their original works, sound recordings, name, bibliographical details, image, actions, voice and likeness to FBI for the purpose of the Competition as set out in these Competition Terms;

(c) all persons involved in the performance of the Uploaded Material are over the age of 18 years at the time the Uploaded Material is created;

(d) if the Competitor is a Band Competitor, each member of the musical band has jointly submitted, and has consented to submission of, the Competitor's entry to the Competition;

(e) the Uploaded Material is the Competitor's sole original work and FBI's use of the Uploaded Material for the Purpose does not, infringe any Australian laws, third party intellectual property rights, or any other proprietary rights throughout the world;

(f) the Competitor is entitled to grant the Licence;

(g) the Competitor has obtained all permissions necessary, including location and performer's releases in relation to the use of the Uploaded Material by FBI in connection with the Purpose;

(h) subject to any prior rights granted to APRA or ARIA, the Competitor is entitled to reproduce and exploit the underlying rights in the Uploaded Material;

(i) nothing contained in the Uploaded Material is designed to bring FBI into disrepute and the Competitor will advise FBI of any information of

9 Indemnity

9.1 Each Competitor indemnifies FBI and its Representatives against any liabilities, losses, costs, damages or expenses (including legal costs) arising from any breach of these Competition Terms by the Competitor including the warranties set out in section 9.

9.2 The Winners indemnify FBI, its representatives and the Sponsor against any liability, loss, damage or injury caused to their person or property as a result of any activity relating to Northern Lights, whether in Australia, travel to or from Iceland, or Iceland itself.

The indemnity in clause 9.1 is a continuing indemnity which will operate indefinitely after the end of the Competition.

10 Privacy

Entries remain the property of FBI. Competitors acknowledge that their personal details will be stored by FBI in accordance with the FBI Privacy Policy applicable to the Competition. The FBI Privacy Policy can be obtained at <http://fbiradio.com/privacy>

11 Miscellaneous

11.1 If for any reason the Competition is not capable of being staged in accordance with these Competition Terms (including but not limited to technical problems, legal issues or safety issues), FBI reserves the right to cancel, terminate, modify or suspend the Competition at any time at its sole discretion.

- 11.2 FBI reserves the right to disqualify any Competitor who FBI considers (in its absolute discretion) to be attempting to unfairly or unreasonably tamper or interfere with the system used to determine the winner of the Competition.
- 11.3 FBI and its Representatives will not be liable for any loss, cost or damage associated with technical malfunction of any telephone network or lines, computer on line systems, servers or providers; computer equipment; software; technical problems or traffic congestion on the Internet, the Website; or any combination of these (including but not limited to any injury or damage to a computer or material stored or transmitted in electronic or digital form related to or resulting from participation in the Competition).
- 11.4 Any costs associated with accessing the Website by the Competitor for the purpose of entering a Competition are solely at the Competitor's cost and are the responsibility of the Competitor.
- 11.5 Under no circumstances will FBI or its Representatives be liable to Competitors for any claims, liability, direct or indirect loss, cost or damage (including loss of profits, loss of opportunity, indirect, incidental, special or consequential loss or damages (whether in contract, tort or otherwise)) that the Competitor may suffer in connection with use of, or gaining access to, the Website, or in connection with the Competition, and by submitting an entry to the Competition, each Competitor releases FBI and its Representatives from any liability for such damages.

- 11.6 Nothing in these Competition Terms is intended to, or will be construed as creating a relationship of employer and employee, principal and agent, joint venture or partnership between the Competitor and FBI.
- 11.7 If any part of these Competition Terms is held to be invalid or unenforceable, only that part will be amended or severed to the extent of any invalidity without affecting the validity of the remaining provisions.
- 11.8 FBI may negotiate with, or provide any benefit to, a Competitor after the Competition in its sole discretion.

12 Copyright in Website and Other Material

- 12.1 The names, images and logos identifying FBI, and their products and services are owned by FBI.
- 12.2 All copyright and other intellectual property rights in the Website (including the design, arrangement and look and feel) and all material or content supplied as part of the Website (other than the Uploaded Material and Interactive Content which are licensed to FBI) will remain at all times the property of FBI.

13 Jurisdiction

These Terms and Conditions and any claim relating to the Competition is governed by the law as it applies in New South Wales, Australia and Competitors consent to the exclusive jurisdiction of the courts of New South Wales, Australia in relation to any dispute.