

PACIFIC BREAK

Entry Form 2011

Pacific Break is a competition searching for the best original unsigned musical talent in the Pacific.

Entry is easy just send in your original work on MP3, CD or tape.

Every week on Radio Australia the best entries will be showcased.

The winning entry will be announced in October and will play at Fest'Napuan in November 2011.

We'll fly you there.

We'll look after you.

All you have to do is play at a major Pacific music festival in front of thousands.

Good luck!



Please fill in the details and sign the terms and conditions and send to:

Radio Australia
Pacific Break Competition
GPO Box 428
Melbourne 3001
Australia

email: pacificbreak@radioaustralia.net.au

Fax: +61 3 9626 1939

PNG • **Port Moresby** • 101.9FM
PNG • **Lae** • 102.1FM
Solomon Islands • **Honiara** • 107FM
Vanuatu • **Port Vila & Santo** • 103FM
Fiji • **Suva & Nadi** • 92.6FM
Samoa • **Apia** • 102FM
Tonga • **Nuku'alofa** • 103FM
Cooks Islands • **Rarotonga** • 93FM
Kiribati • **Tarawa** • 90FM
Palau • **Koror** • 91.5FM

Name _____

Contact Address _____

Email _____

Telephone _____

(Please make sure you include correct details. Remember this is the only way we can contact you)

Your band's name? _____

How many in the band? *(include band members names and instruments)* _____

What style of music do you play? _____

What are your musical influences? _____

How long have you been playing together? _____

Where is the band based? _____

Where do you enjoy playing? _____

Name of the original song? *(remember it has to be your band's own composition)* _____

When was your song composed? _____

Format of entry? CD MP3 Cassette

*Send a band photo if you have one

By signing below you agree to be bound by the Terms and Conditions set out on the back of this page.

Signature _____

Date _____



Terms and Conditions

This document sets out the terms of participation in ABC Radio Australia's "Pacific Break" competition (the "Competition").

1. The promoter of this Competition is the Australian Broadcasting Corporation (the "Promoter") (ABN 524 292 78345), 700 Harris Street, Ultimo, New South Wales, Australia.
2. Entry to the Competition is open to residents of any Pacific island nation who do not have a recording contract with any record company. Entrants under the age of 18 must have the permission of their parent or guardian to enter. Employees of the Promoter and any person associated with the Competition, and any organisation or individual associated with the provision of the prize(s), are not eligible to enter. Decisions of the Promoter in respect of eligibility to enter are final. For the purpose of these Terms and Conditions, "Pacific Island Nation" means any one of the following countries: American Samoa; Cooks Islands; Fiji; French Polynesia; Guam; Kiribati; Marshall Islands; Micronesia; Nauru; New Caledonia; Niue; Northern Marianas; Palau; Papua New Guinea; Pitcairn Islands; Samoa; Solomon Islands; Tokelau; Tonga; Tuvalu; Vanuatu; Wallis and Fortuna, Rotuma, Easter Island."
3. Each entry must be entered in accordance with these Terms and Conditions. By entering the Competition, each entrant agrees to be bound by these Terms and Conditions. The Promoter may in its discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions. All relevant instructions on the Promoter's website (if any) form part of these Terms and Conditions.
4. Entry into the Competition is free, apart from postal costs for submitting entries.
5. The Competition opens at 9am [AEST] on 9th May 2011 and closes at 5pm [AEST] on 3rd October 2011 ("Competition Period"). Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.
6. To enter the Competition, you must:
 - (i) Produce a piece of music and record it on either a cassette tape or CD ("Music");
 - (ii) Complete the entry form by either downloading it or submitting online
 - (iii) submit your Music accompanied by the entry form by post to:
Pacific Break Competition
GPO Box 428
Melbourne VIC 3001
7. All entries become the property of the Promoter and will not be returned to the entrants. If an entry is submitted by a band, only one band member is required to submit their contact details.
8. By submitting your Music to the Promoter, you grant the Promoter and its licensees and assignees a non-exclusive licence to exercise the right to communicate your Music, and any other material provided by you pursuant to this Competition, in whole or in part to the public throughout the world in perpetuity on any media platform (including the right to make a free compilation CD incorporating your Music) and you grant to the Promoter all associated rights necessary to exercise the above rights.
9. Your Music may be edited or adapted at any time by the Promoter in order to:
 - (i) meet the requirements of broadcasting authorities;
 - (ii) adhere to any requirements of the ABC Editorial Policies (available at www.abc.net.au/corp/pubs/edpols.htm)
 - (iii) ensure your Music meets any legal or classification requirements or to avoid any breach of law;
 - (iv) use your Music for promotional purposes; and/or
 - (v) use your Music on other ABC media platforms.
10. The entrant whose Music is judged by the Promoter's panel of judges to be the best, most original and creative will win the major prize ("Major Prize Winner").
11. The Major Prize Winner will receive:
 - (a) return economy airfares from the airport nearest to the Major Prize Winner (including all band members if applicable) to Vanuatu for the Fest'Napuan music festival held in November 2011 ("Airfares"); and
 - (b) two (2) nights accommodation in the capital city in which the festival is performed ("Accommodation"); and
 - (c) the opportunity for the Major Prize Winner to perform at the Fest'Napuan music festival.
12. The Major Prize Winner must be available to redeem the prize on the dates stipulated by the Promoter. If the Major Prize Winner is not able to redeem the prize on that date, the Promoter may determine another prize winner in its discretion.
13. No component of the prize can be transferred or redeemed for cash. In the event that any of the prizes become unavailable, the Promoter reserves the right to provide a similar product to the same or greater value as the original prize, subject to any applicable laws or written directions made under applicable legislation.
14. You warrant that:
 - (i) all details provided with your entry are true and accurate;
 - (ii) you have all necessary rights and licences to grant the rights set out in these Terms and Conditions;
 - (iii) you are not signed to a recording contract with any record company.
 - (iv) your Music is your original work;
 - (v) the exercise of the rights granted to the Promoter in these Terms and Conditions will not infringe the rights of any third parties; and
 - (vi) you indemnify the Promoter against any loss or damage resulting from any breach of these warranties.
15. You acknowledge that the Promoter is under no obligation to exercise any of the rights granted to it by these Terms and Conditions and any communication of your Music to the public by the Promoter is at the complete discretion of the Promoter.
16. You agree that the Promoter may use your entry and any personal details provided to the Promoter for any promotional, marketing and publicity purposes of the Promoter in any media without notice and without any fee being paid to you, subject to the ABC's Privacy Policy available at: www.abc.net.au/privacy.htm.
17. Decisions of the Promoter and its panel of judges are final and will be binding on each person who enters the Competition and no correspondence will be entered into. The name(s) of the Major Prize Winner will be announced on Radio Australia in October 2011 and posted on the Website.
18. If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the prize/s to the prize winner/s of the Competition, the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions or select another winner.
19. To the full extent permitted by the law, the Promoter will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property as a result of any person entering into the Competition or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit and the Major Prize Winner's failure to comply with the terms and conditions (if any) specified by any third party in relation to any Airfares and Accommodation.

By signing below you agree to be bound by the Terms and Conditions set out on this page.

Signature

Date

