

**TERMS & CONDITIONS**

## STUDENTS GOT TALENT 2024

**1. GENERAL**

- In these terms and conditions "AFCT" means Adelaide Festival Centre Trust ABN 90 940 220 425 of King William Road Adelaide South Australia 5000.
- In these terms and conditions "Competition" means the "Students Got Talent" competition which opens for entries on 29 August 2024, closes of entries on 13 October 2024 and continues through to 7 December 2024 (event date).
- Information on how to enter and prizes form part of the terms and conditions of entry.
- Entry into the competition is deemed acceptance of these conditions of entry.
- Chance plays no part in determining the winner.

**2. HOW TO ENTER**

- All talent entries must be submitted via completed JotForm (<https://form.jotform.com/232271163546857>), including signed Terms and Conditions by Sunday 13 October 2024.
- Entrants must provide the following details when entering the Competition: full name, telephone number, address, e-mail address, name of educational institution the entrant is enrolled in and Student ID Number, home country, a video of the talent show entry, a headshot, a short personal bio and declaration that you agree with these terms and conditions.
- Incomplete or incomprehensible entries will be deemed ineligible.
- The decision of AFCT to accept or reject an entry is final. No correspondence will be entered into.
- AFCT reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these terms and conditions. AFCT reserves the right to request from entrants any information or documentation that it reasonably believes is required to verify that the entry has been made in accordance with these terms and conditions.

**3. ELIGIBILITY**

- Entry is only open to tertiary students currently studying in Adelaide on 7 December 2024.
- Students who have recently graduated (in 2024) are also eligible to apply if they are still residing in Adelaide.
- Entrants to the competition must be 18 years or over at the time of entry.
- Only entries received on or before Sunday 13 October 2024 will be accepted.
- Employees of AFCT, its related companies, agencies associated with this competition and their immediate families are not eligible to enter the competition.
- Group entries are permissible however, in the event that they are a winner, only one prize will be awarded to the group.
- There is no limit on the number of entries per person, but each entry must be submitted separately and must be in accordance with these terms and conditions.

**4. JUDGING****How the judging will be conducted**

- The audition round consists of the judging panel viewing and judging all videos uploaded and attached to Jotform entry forms.
- All competitors will be notified of the results of the audition round by email no later than Monday 21 October 2024.

- Competitors who do not pass the audition round are not successful in proceeding through to the live event at Dunstan Playhouse on Saturday 7 December 2024. Successful competitors will be required to attend an orientation meeting at Adelaide Festival Centre prior to the live event. Time and venue to be advised.
- Successful competitors who fail to attend the orientation meeting for any reason will be disqualified from the competition.
- All entries will be viewed by a judging panel selected by AFCT. The judging panel will select a maximum of 12 finalists who will be asked to perform in the final round which will be a live event at Dunstan Playhouse on Saturday 7 December 2024.
- The final round will be open to the public and the competition will take place in front of a live audience, the event will also be filmed and covered on social media.
- A competitor must notify AFCT and must not attend Dunstan Playhouse or participate in the final round live event if they are required to be in isolation as a result of COVID-19 diagnosis or pending test result OR they have been directed to be in quarantine because of close contact with a person with COVID-19 OR they are experiencing any of the symptoms of COVID-19.
- Judging will take place at the live event at Dunstan Playhouse on Saturday 7 December 2024. The judging panel will select one winner, a second and a third place from the finalists. The winners will be notified on the judging night.
- There will also be a People's Choice Award. The People's Choice Award Winner will be selected from the acts which have not won the first, second or third prizes and will be awarded to the non-prize winner which is the most popular with the live audience, as determined by a judging method to be advised on the night.
- There will be a prize, awarded to an international student by a judge from [StudyAdelaide](#), determined by a representative from StudyAdelaide on the night.
- Competition judges are selected at the discretion of AFCT. The judging panel's decision is final, irrevocable, and incontestable and no correspondence will be entered into.
- The judging panel scores will not be published or made public and will remain confidential.
- Any entry that does not, in the opinion of the judges, comply with these terms and conditions of entry (including any content requirements below) may be disqualified.

## 5. PRIZES

The prize winners will be awarded:

- First Prize AUD\$1,000,-
- Second Prize AUD\$500.-
- Third Prize AUD\$250,-
- The most popular talent show entry of the night will win the People's Choice Award and will receive AUD\$250,-
- A StudyAdelaide Prize will be awarded to an international student (to the value of AUD\$500,-)

In the case of group entries only one prize will be awarded, and this will be awarded to the person nominated on the entry form as the group leader.

The awards presentation will be held on Saturday 7 December 2024, shortly after the final performances in Dunstan Playhouse.

All finalists are required to attend the awards presentation.

Confirmation of receipt of prizes will be given to prize winners at the awards presentation.

The prize money will not be paid in cash and will be provided in the form of VISA or Mastercard gift cards on the day of the Competition (Saturday 7 December 2024).

The Prize, or any portion of the Prize, is not transferrable or exchangeable and cannot be redeemed for cash. No compensation will be offered if the winner is unable to accept the Prize as stated.

Additional cost and any other ancillary costs resulting from acceptance of the Prize are the responsibility of the prize winners.

The prize winner shall be responsible for any tax payable as a result of receiving the prize money.

## 6. CONTENT

### General Requirements Regarding Content

- The talent entry must not contain any material that is libellous, defamatory, obscene, indecent, harassing or threatening or is otherwise unlawful.
- Any talent entries that do not meet the above criteria will be disqualified, although AFCT reserves the right in its sole discretion, to permit entries that do not comply with the above requirements, where it considers it appropriate to do so.

## 7. PRIVACY AND COPYRIGHT CONSIDERATIONS

The Adelaide Festival Centre may choose to photograph, film and/ or audio record the live performance at Dunstan Playhouse.

Competitors agree for their participation to be photographed, recorded, and agree to the filming, broadcasting, televising, photographing, reproducing, transmitting, playing and showing of, by any medium, the Competition provided such use is for the purposes of promoting the Competition or the Adelaide Festival Centre or for archival purposes and at no commercial or financial gain to the Adelaide Festival Centre

Without limiting the above, the competitors also grant AFCT permission to film the final performance on Saturday 7 December 2024 and cover the event and its competitors on Adelaide Festival Centre social media channels.

The Competitor will make no claim whatsoever against the Adelaide Festival Centre resulting from the use of the recorded performance of the Competitor.

The Competitor will not be granted permission for the Competitor's performance to be independently or privately filmed or recorded.

- Entrants may only submit content and perform material that is their original work and does not violate or infringe (or reasonably be expected to violate or infringe) upon the legal rights of any other person including material which is protected by copyright, trademark or other intellectual property rights, including moral rights.
- By accepting these Terms and Conditions you warrant that you have obtained all required permissions and releases for all underlying works in the talent show entry in which copyright exists, including sound recordings, musical works (compositions of original music) literary works and dramatic works.
- By accepting these Terms and Conditions you warrant that the information which you submit and/or distribute will not infringe the privacy or any other legal rights of any third party, including moral rights, and will not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening or otherwise unlawful.
- By accepting these Terms and Conditions, you warrant that all information submitted by you is true, current, and complete.

## 8. INSURANCE

The Competitor will undertake, at their own cost, all personal insurances including but not limited to personal medical insurances, health insurance, travel insurance and insurances for the Competitor's property, instruments, equipment, and personal effects.

The Adelaide Festival Centre maintains its own insurances, inclusive of public liability insurance, for its staff, own properties, equipment, and effects. The Competitor is advised that these insurances do not extend to the Competitor and the Competitor indemnifies the Adelaide Festival Centre against any liability caused by the Competitor.

## 9. MISCELLANEOUS

- AFCT reserves the right to cancel the competition if AFCT determines, in its sole discretion, that there are an insufficient number of entries submitted for the competition or the entries submitted are of insufficient quality or otherwise do not comply with these terms or conditions.
- In the event of technical malfunction or any other matter that interferes with or has the potential to interfere with the proper conduct of the promotion, AFCT reserves the right to suspend, cancel, modify or terminate the Competition.
- If AFCT cancels the competition it will not be required to conduct the competition or grant any of the prizes at any other time and AFCT will not be liable in any way (including in negligence) for any consequence of withdrawing the competition.
- To the extent permitted by law, AFCT's liability in relation to this competition and/or in respect of any of the prizes is excluded. Nothing in these conditions of entry is intended to exclude, restrict or modify the entrant's rights under the competition and Consumer Act or equivalent legislation. To the fullest extent permitted by law all other liability of AFCT (including negligence) to the entrant for any loss or damage whatsoever (included but not limited to indirect or consequential loss) and all other rights of the entrant, are expressly excluded.
- Any decision of AFCT in relation to the conduct of the competition is binding and conclusive and will not be challenged on any grounds, including without limitation, the grounds that AFCT failed to act reasonably, fairly, in good faith or otherwise in accordance with the principles of procedural fairness.
- AFCT does not accept any responsibility for late or lost entries. AFCT is not responsible for any technical malfunctions or problems with internet or network congestion, including injury or damage to a participant's or any other person's computer related to participation in this promotion and problems with transmission of entries over the internet.
- Prizes unclaimed after 28 days will be deemed to have been forfeited and AFCT reserves the right to offer the prize to another entrant or not at all.
- Competitors must comply with any directions issued in relation to this Competition and agree to follow any health and safety instructions and policies issued by AFCT staff, agents or contractors.
- AFCT reserves the right to suspend, reschedule or cancel the Competition where its continuation poses a danger to Competitors, venue staff or to the public (including but not limited to danger posed by the COVID-19 pandemic). Should suspension or cancellation occur, Competitors shall make no further claim or demand against the Adelaide Festival Centre.