



Terms and Conditions of 2017 Australian Poetry Slam to accompany Slam Rules

The Terms and Conditions relate to prize winners, finalists and competition participants. Participation in this competition is deemed acceptance of these Terms and Conditions and all entrants must comply with the Terms and Conditions and Rules.

1. The Organisers are the International Performing Writers Association trading as Word Travels, Level 2, 79-1/2 George St. The Rocks, NSW ABN 29625047671 and its partners including writers festivals, libraries, venues and sponsors.
2. Heat entrants under 18 years of age must have written consent from a parent or legal guardian to advance to State and National Finals.
3. Employees of the Organisers associated with the Australian Poetry Slam and their immediate families are not eligible to enter the competition.
4. The competition commences on June 22nd 2017 at 9.00am AEST. The competition closes on December 31st 2018 at 11:59pm AEST.
5. The winner agrees, at the Organiser's request, to participate in promotional activity regarding their win and consent to their name, image, writing or performance being used in promotional material.
6. Participants in the slam agree not to sub-contract their appearances to any third party, without the prior written consent of Word Travels. Word Travels may give or withhold consent with or without conditions, at its sole and absolute discretion.
7. Participants agree not to use access to knowledge of Word Travels and Australian Poetry Slam budgets, artist contacts, staff contacts, stakeholder relationships or any other professional knowledge of Word Travels and Australian Poetry Slam to present/accept independent and/or competitive proposals to/from Word Travels and Australian Poetry Slam stakeholders. No confidential information gained is to be used for the intended or probable detriment of Word Travels.
8. Any independent offers to participants in Australian Poetry Slam heats, state finals or national finals during the term of the 2017-2018 competition will be referred back to Word Travels for negotiation with the participant on a case by case basis.
9. Word Travels will be made aware of all events and opportunities offered to the winner of Australian Poetry Slam 2017. Use of the term "Australian Poetry Slam" and "Australian Poetry Slam Champion" in the delivery of events and opportunities external to Word Travels programs and the writers' festival prize is subject to approval by Word Travels. All independent offers made to the Australian Poetry Slam 2017-18 Champion will be referred back to Word Travels for negotiation on a case by case basis.
10. Participants in the Australian Poetry Slam cannot set up separate, independent and similar poetry slam events without the consent of Word Travels. Likewise the title "Australian Poetry Slam Champion" can only be used with the consent of Word Travels. If consent is given, participants must acknowledge Word Travels and the Australian Poetry Slam in marketing and publicity material in the following way:

"inspired by Word Travels' Australian Poetry Slam".

This is to be accompanied by logo placement for Word Travels and/or Australian Poetry Slam.

11. The First prize consists of: travel from anywhere in Australia to Byron Bay in August 2018 and Ubud, Bali in October 2018. The prize also includes participation in the Byron Writers Festival 2018 and the Ubud Writers and Readers Festival 2018 in Bali. Writers festivals, in addition to providing travel, will:

- (a) Provide accommodation; Nominate per diem rates, (where appropriate and at the sole discretion of the festival);
- (b) Offer an honorarium for participating in the festival program (where appropriate and at the sole discretion of the festival); and,
- (c) Nominate how they wish the winner to participate in their program (ie; performances, panels, workshops etc.).

Other festival tours may be added to the prize.

12. The total National 2nd Prize is \$500.

13. There will be a prize worth up to \$500 if the APS Champion (the highest scoring performer after two rounds at the National Final)) is under 18. This will be the APS 2017 Youth Prize. If there is no APS Champion under 18, this prize will not be awarded. National Finalists under 18 will not be eligible for Writer's Festival Tours.

14. Finalists at the State level may receive \$500 for 1st place and \$100 for 2nd place. They may also receive flights to Sydney and 1 x night's accommodation in Sydney (applicable only for finalists outside of NSW and the ACT). State and territory cash prizes and accommodation for participants are based on funding applications submitted by State and National organisers. If proper funding is not secured, finalists will still be offered a place in the National Final but without a guaranteed cash prize or accommodation/travel subsidy.

15. The Organisers encourage prize winners under the age of 18 to travel with a responsible parent or legal guardian. The Organisers assume no financial responsibility or liability for parents, guardians or third parties accompanying prize winners and finalists. However, in some states travel and accommodation costs for guardians attending State and National Finals will be covered. Please enquire with your local state coordinator. Details found at <http://australianpoetryslam.com>

16. Any additional incidental expenses other than those outlined in clause 10 of these Terms and Conditions will be the national prize recipient's responsibility.

17. The National 1st prize winner, National 2nd prize winner and the Under 18 winner will be announced at the close of the Australian Poetry Slam National Final in October 2017. The winner will also be emailed and their wins will be published on <http://www.australianpoetryslam.com> by November 2017.

18. The Organisers will not be liable for any loss (including without limitation, indirect, consequential or indirect loss), cost or damage, personal injury or death which is suffered (whether or not due to the negligence of any person) in connection with entering this competition or using the prize, except any liability which cannot be excluded by law (and if so, that liability is limited to the minimum allowable by law).

19. Prizes are non-negotiable, non-transferable and cannot be redeemed for cash nor can they be exchanged. If a winner does not take any or part of the prize at the time set by the Organisers, the winner will forfeit that part to the next highest scoring performer in their respective State final and at the Australian Poetry Slam National Final. The Organisers accept no responsibility for changes in prize value.

20. Prizes may be offered to the highest scoring performers and second highest scoring performers at their respective State finals and at The Australian Poetry Slam National Final. Prize winners must claim acceptance of the prize on the night, otherwise the winner will forfeit the prize to the next highest scoring performer. The Australian Poetry Slam National Final will be held on October 15 2017 in Sydney.

21. The National 1st prize is subject to the restricted travel dates of the participating writers' festival's respective programs.
22. The Organisers may cancel, suspend or vary the competition if for any reason it is not capable of being conducted as planned.
23. The Organisers reserve the right, at any time, to verify the validity of entries and entrants (including an entrant's identity) and to disqualify any performer who submits an entry that is not in accordance with the Slam Rules and these Terms and Conditions or who tampers with the entry process. Failure by the Organisers to enforce any of its rights at any stage does not constitute a waiver of those rights.
24. By participating in this competition entrants consent to the collection of their personal information (including their name, age, contact details, image, writing and performance) by the Organisers. The Organisers may use this information, or disclose it to other organisations that may use it, for the purposes of running this competition.
25. Copyright in the Participant's writing remains at all times with the artist and the Participant consents to the Organisers using the Participant's copyright for the purpose of running and / or promoting the competition.
26. The Organisers have the right to publicise the names, characters, likenesses, writing or voices of any contestants for any promotion or matter incidental to the competition.
27. The contestants may also be required to participate in photo, recording, video and/or film session(s) and acknowledge that the Organisers have the right to use such materials in any medium and in any reasonable manner they see fit.
28. By entering this competition all entrants:
- (a) Consent to the Organisers making copies of the whole or any part of their entry;
 - (b) Consent to the Organisers holding all present and future copyright and all other rights to the recording of their performance and its contents and any publicity materials provided by the performer in all media whether in existence now or created in the future for the purposes of promoting the Australian Poetry Slam. If an opportunity for financial gain for the Organisers relates directly to the sale of a recording, performers will be contacted and offered a negotiable contract for extended use of the copyright;
 - (c) Undertake the Organisers that their entry is not in breach of any third party intellectual property rights.
- 28A. Subject to clause 28(b), Participants have a non-exclusive right to use the recording of their performance and its contents and any publicity materials provided by the Participant in all media.
29. The Judges' and Organisers' decisions regarding winners are final and cannot be contested. No correspondence or discussion will be entered into in this regard.
30. Obtaining time off work and/or study or related activities to participate in this competition will be the sole and absolute responsibility of each contestant.
31. The Organisers reserve the right to exclude any persons from the competition or participating in any prizes on the grounds of their medical condition or history or any reason they choose.
32. The Organisers may, subject to State regulations, terminate this competition or vary its terms at any time at its absolute discretion without liability to any contestant or other person.
33. The place of residence of the APS Champion (the highest scoring performer after two rounds at the National Final) must be in Australia. If the APS Champion is a non-Australian resident, they will receive a prize of \$500. This will be the APS 2017 International Prize. If there is no international APS Champion, this prize will not be awarded. International finalists will not be eligible for Writer's Festival Tours.