

BORDERLAND BUSKING COMP

Terms and Conditions

1. To participate in the Borderland Busking Comp (the Competition), buskers need to be registered with the National Folk Festival by completing an online entry form or by submitting the 2016 Busking Competition entry form (link can be found at www.folkfestival.org.au/borderland-busking-comp), to be received by the closing date Friday 27 January. By entering the Competition, each busker agrees to be bound by these terms and conditions. Entry to the Competition is free.
2. Buskers must be aged between 18 – 29 to be eligible for the competition.
3. For the purposes of the Competition, 'busking' is defined as playing a musical instrument and/or singing, and other appropriate theatrical and visual forms as approved by the National Folk Festival for no payment or reward, other than donations from the public or prizes won.
4. The Festival reserves the right to accept, reject or refuse an entry at any time.
5. The Festival may vary the terms and conditions of this Competition at any time at its absolute discretion.
6. Buskers must follow all directions from Festival and Smith's Alternative staff, including performing within the volume levels set by the Festival and Smith's Alternative and within the timeframe allocated.
7. Buskers will be programed to perform at Smith's Alternative in one of two heats prior to the festival. These heats will be held on Sunday 19 and Sunday 26 February 2016 between 2:00pm and 5:00pm. Buskers must be available for both heats to be eligible for the competition.
8. Buskers must not use dangerous implements or materials as part of a performance.
9. Buskers must not use offensive language or perform in a way that may, in the Festival's sole opinion, cause offence to the public.
10. The winner will be chosen by the Festival and a Smith's Alternative representative at the Final to be held at Midday on Saturday 15 April, 2017 in the Borderland venue at the National Folk Festival, Exhibition Park, Canberra. Buskers must be available from 11:30am to 1:30pm for this Final.
11. The decision as to the winner is final and no correspondence will be entered into.
12. The winner will be notified on the day. If a winner cannot be contacted for whatever reason, the judges may select another winner.
13. The competition prize cannot be exchanged for cash or any other services and is only valid for the days specified in these terms and conditions. If the winner is unable to accept or use the prize on the dates specified, it will be forfeited. If there is any event that prevents or hinders the Festival's conduct of the competition or its ability to deliver the prize to the winner of the competition, the Festival may, at its discretion, cancel the competition or recommence it at another time under the same conditions, or select another winner.
14. The winner will need to be available to redeem their prize by performing on Sunday 16 April at the National Folk Festival (venue and time to be advised) and Monday 17 April at Smith's Alternative (time to be advised).
15. Buskers agree to participate in any promotional, marketing and publicity activities by the Festival in relation to the Competition. Buskers also agree that the Festival may use their entry, any photographs of them taken at the National Folk Festival and any personal details provided to the Festival for any promotional, marketing and publicity purposes of the Festival in any media without notice and without any fee being paid to them, and relinquish all moral rights to same.

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16. Buskers represent and warrant they are knowledgeable about the copyright laws of Australia as applicable to their performance and will not perform any copyrighted materials of others without full compliance with such applicable copyright laws.
17. Buskers voluntarily undertake any risks associated with the Competition and release the Festival and Smith's Alternative from any and all liability for damage, loss or injury, however caused, that they may suffer as a result of or arising from a breach of these terms and conditions or their participation in the Competition. Buskers acknowledge and agree that the Festival and Smith's Alternative may plead this waiver and indemnity as a bar to any proceedings they may commence against all or any of them. Buskers agree to indemnify and keep indemnified the Festival and Smith's Alternative against any liability, claim, demand, cost or damage they may incur as a result of or arising from, whether directly or indirectly, breach of these terms and conditions or their participation in the Competition.