

Rob Guest ENDOWMENT

ANZ TRUSTEES FOUNDATION –ROB GUEST ENDOWMENT: TERMS AND CONDITIONS 2011

1. Information on how to enter and prizes forms part of these conditions of entry. Entry into the competition constitutes acceptance of these terms and conditions.
2. Entry is open to Australian residents between the age of 18 and 30 as at 10th October 2011 (“Entrants”). Failure to provide proof of age and citizenship if requested will result in your disqualification from the competition.
3. The competition commences on 27th June 2011 and closes at the completion of the final concert.
4. To enter the competition, Entrants must submit their CV and Headshot to Suite 502/451 Pitt Street, Haymarket, 2000 by *Friday 15th July 2011*. If a DVD is included to support the application it must not exceed five (5) minutes in duration and should only include the performance of the song. No other information or introduction is necessary and will not be taken into consideration for the purposes of judging the entries. There is a limit of one entry per entrant.
5. Entries that are, or include, obscene, offensive, defamatory, inappropriate, unsuitable, or infringing content, in the opinion of the Friends of Rob Guest Endowment (F.O.R.G.E.) Inc. will be invalid and not eligible to win.
6. Entrants will be required to provide various personal details as specified in the application form including full name, email address, residential address, contact telephone numbers, date of birth and gender for the purpose of verifying eligibility. Incorrect details may nullify the entry. Any incomplete entries may also be deemed invalid and disregarded.
7. The winner will receive a \$10,000.00 talent development grant to be used for the winner’s growth and development as an artist. On top of this they will be provided with a media training session, a head shot package and a solo performance at a nominated event the following year. At the conclusion of the competition, before receiving the funds, the winner must meet with members of the Friends of Rob Guest Endowment (F.O.R.G.E.) Inc. committee to discuss how they want to use their funds and why. On approval of their study plan, the \$10,000.00 will be distributed by AbaF whilst all other prize elements will be facilitated by F.O.R.G.E. Inc. The F.O.R.G.E. Inc. committee will willingly put the winner in contact with the relevant tutors in Australia and overseas to help maximise their gain from the tuition they have. The winner will be asked to re-meet with the above members six months after receiving the money to show that they are using it for the development of their talent. The funds are not to be used for non performance related matters. At the conclusion of their year as the winner, they must provide a report to the ANZ Rob Guest Endowment Committee outlining what benefits they gained from the prize and their plans for the future. All prize values are in Australian dollars. The winner is expected to perform at one ANZ event in the year of their win at no cost. F.O.R.G.E. Inc. is not liable for any insurance or extra payments that may be incurred by the recipient that do not fall within the prize package.
8. This is a competition of skill. Chance plays no part in determining the winner. The Committee’s decision is final and no correspondence will be entered into.
9. The short-listed entrants will be notified by phone. Entrants must be available to travel to Sydney on 22nd August 2011 for a live audition between the hours of 9am and 6pm and, if successful, to Melbourne for the final Gala performance on Monday 10th October 2011. These dates are subject to change but once confirmed are not negotiable.
10. The prizes are not exchangeable, transferable and non-cash prizes are not redeemable for cash
11. Tax implications may arise from the prize winnings. Independent advice should be sought.
12. Entrants enter the competition at their own expense. No flights or accommodation required for participation in the semi finals will be covered by F.O.R.G.E. Inc. Each of the five (5) runners up will receive \$500.00 to cover flights and accommodation required to take part in the competition.
13. F.O.R.G.E. Inc. accepts no responsibility for any breach of contract or any infringement or other violation of copyright or any other intellectual property rights or proprietary rights through the acceptance of entries into the competition and each entrant takes full responsibility for any such claims made in relation to their entry.
14. The Entrants irrevocably agree and consent that F.O.R.G.E. Inc. may, and may authorise others to, photograph, video, film and/or record them and edit, adapt, alter, omit and otherwise use the resulting

materials, their name, likeness, image, actions, voice and/or biographical material (which includes, without limitation, any "personal information" as defined in the *Privacy Act 1988* (Cth)) ("Materials"), in any and all media now known or hereafter devised, world-wide, in or in connection with the production, broadcast, marketing, promotion, publicity and exploitation of the Programme, in perpetuity without restriction. F.O.R.G.E. Inc. will own all rights, title and interest in any Materials and the results and proceeds of the Materials in perpetuity.

15. All entries and performances throughout the competition become the property of F.O.R.G.E. Inc. Entrants hereby irrevocably assign to F.O.R.G.E. Inc. all right, title and interest (including without limitation the entire copyright, including but not only a present assignment of future copyright) to the results and proceeds of Entrants' contributions to the competition including but not limited to any copyright in the entry sent to the Committee and including but not limited to any literary, dramatic, musical or artistic work (within the meaning of the *Copyright Act 1968* (Cth)) incorporated therein in which the Entrant owns copyright
16. Entrants have no right to seek any royalty, payment or other compensation from F.O.R.G.E. Inc. and they must consent to F.O.R.G.E. Inc. using their names and images on promotional, marketing and publicity purposes material
17. Subject to additional consent, Entrants agree to participate in all F.O.R.G.E. Inc. publicity activities in relation to the competition and cause as requested. Entrants will not unreasonably withhold consent to participate in such publicity as required by the Committee or their associated agencies and companies associated with the competition.
18. F.O.R.G.E. Inc., its associated agencies and companies and the agencies and companies associated with the competition are not liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or a consequential loss), or for personal injury suffered or sustained as a result of entering the competition or taking any prize, except for any liability that cannot be excluded by law.
19. F.O.R.G.E. Inc., will not be liable for any loss or damage whatsoever resulting from incorrect details lodged by Entrants.
20. F.O.R.G.E. Inc., reserves the right to vary the rules of any competition or any prizes offered or cancel any competition if it is no longer able to run the competition due to reasons beyond its control, subject to state legislation. F.O.R.G.E. Inc. will not be liable for any losses to any party arising from any variation or cancellation.
21. Finalists will receive four (4) complimentary tickets to the final performance for friends or family members. Any other tickets must be purchased.
22. ANZ Trustees Limited ("ANZ Trustees") ABN 33 006 132 332 is the Trustee of the ANZ Trustees Foundation. ANZ Trustees is a wholly owned subsidiary of Australia and New Zealand Banking Group Limited ("ANZ") (ABN 11 005 357 522) level 42 55 Collins Street, Melbourne Vic 3000.