

2024 Brian White Scholarship Terms & Conditions & Website Terms of Use

1. These Terms & Conditions govern the rules under which the 2024 Brian White Scholarship (**Scholarship**) will be conducted. By submitting your entry, you will be taken to have unequivocally accepted these Terms & Conditions.
2. Commercial Radio & Audio Limited (ABN 52 059 731 467) of Level 5, 88 Foveaux Street, Surry Hills, NSW 2010 (**CRA**) is the provider of the Scholarship.
3. Entry to the Scholarship commences on **1 May 2024 at 12.01am (AEST)** and closes on **31 July 2024 at 11.59pm (AEST)**.

ELIGIBILITY FOR ENTRY INTO SCHOLARSHIP

4. To be eligible for the Scholarship, you must meet all of the following selection criteria at all times prior to the announcement of the Scholarship recipient:
 - You must either:
 - i. be a current student; or
 - ii. have graduated no more than two years prior to 1 May 2024, and be studying/have studied a course at an undergraduate, graduate, graduate diploma or diploma level.
 - You must not be employed full time in the media industry at any time prior to the announcement of the Scholarship recipient.
 - You must have submitted your entry for the Scholarship in accordance with these Terms & Conditions.
 - You must comply with these Terms & Conditions.
 - You must be over the age of 18.
 - You must be an Australian resident.
5. CRA reserves the right at all times and in its absolute discretion to disqualify any entrants and/or withdraw the Scholarship from the recipient if they are found to be ineligible.
6. CRA may reject incomplete, invalid, ineligible or late entries in its sole discretion. CRA may accept late entries in its sole discretion.
7. If there is a change in your eligibility status (including your work status) between the time you enter and the announcement of the Scholarship finalists or recipient, you must notify CRA immediately.
8. Entrants must notify CRA as soon as possible if their contact details change at any time between the date of entry and the announcement of the Scholarship recipient.
9. Directors, management, employees and the immediate families of: (i) CRA; (ii) any commercial radio station in Australia; and (iii) their associated agencies and companies, are not eligible to enter.
10. CRA reserves the right to request that entrants and/or the Scholarship recipient provide proof of identity, proof of residency and/or proof of entry validity to claim the Scholarship. CRA will decide in its sole discretion which documents are considered suitable for establishing eligibility. If the Scholarship recipient cannot provide suitable proof, the recipient will forfeit the Scholarship in whole and no substitute will be offered.

BRIAN WHITE SCHOLARSHIP ENTRIES

11. Information on how to enter (including the entry forms) forms part of the terms of entry.
12. You enter the Scholarship by submitting a fully completed entry form via the website: <https://www.bhwscholarship.com/competition/entry/> (**Website**) together with:
 - A copy of your resume in a single-page format.
 - A single-page document outlining why you should be chosen as the recipient of the Scholarship.
 - Utilising the supplied stories available at: <https://bhwscholarship.com/media/uploads/2024/05/10/brian-white-scholarship-criteria-stories-2024.pdf>, two radio news bulletins that you have written (one bulletin tailored for an AM audience and one bulletin tailored for an FM audience).
 - Audio (MP3 format) of you reading one of your bulletins of your choice (AM or FM).
13. Entry details, audio and any other materials forming part of your entry become and remain the property of CRA and will not be returned to you.
14. You may only submit one entry to the Scholarship.
15. Entries must not be late, incomplete, unlawful, obscene, defamatory, offensive or capable of giving rise to legal liability.
16. All entries are deemed to be received at the time of receipt into CRA's database and not at time of transmission by the entrant. CRA takes no responsibility for late, lost or misdirected entries or for any delays or failures in any telecommunications services or equipment.
17. CRA may reject any entry if it reasonably forms the opinion that any part of the entry has been made using automated entry means or is not the sole work of the entrant.

MEDIA AND PROMOTIONAL ACTIVITIES

18. If you are the Scholarship recipient, you agree to participate in any media or promotional activities selected by CRA in its absolute discretion (including participating in a sound recording, photograph, video, or film session, and the broadcasting or transmission by any means of any of the foregoing).
19. By entering the Scholarship, you agree that CRA and any party authorised by CRA may, in perpetuity, record, broadcast, transmit and publish in any format (including, but not limited to, written, audio, visual, digital and electronic formats) any aspect of the Scholarship, including:
 - your name and personal details;
 - your participation in the Scholarship;
 - your entry in the Scholarship;
 - the process by which you were selected by CRA as a finalist or recipient;
 - photographs, video, audio recordings or film footage related to the Scholarship;
 - any promotional activities undertaken with respect to the Scholarship; and
 - any other activities pursuant to or in connection with the Scholarship.

JUDGING OF THE SCHOLARSHIP

20. The judging panel will be selected by CRA in its sole discretion.
21. The judges will, in their sole discretion, choose a minimum of five overall finalists.

22. The finalists will be announced between 21 and 22 August 2024. The finalists will be notified by phone and email. The finalists' names may be published on the Website and on the social media pages operated by CRA and/or the Participating Networks.
23. The finalists will be required to attend an exclusive Scholarship workshop at Australian Radio Network in Sydney on 5 September 2024.
24. The judges will in their sole discretion choose an overall recipient of the Sponsorship. The recipient will be announced on 9 September 2024. The recipient will be notified by phone and email. The recipient's name may be published on the Website and on the social media pages operated by CRA and/or the Participating Networks.
25. The finalists and recipient must respond to the email with any requested details.
26. If CRA cannot contact you within 3 days of your being nominated as a finalist or recipient, it may disqualify you from the Sponsorship and may award the Sponsorship to another entrant.
27. The decisions of the judges at all times will be final and no correspondence will be entered into. In the event that the recipient becomes ineligible, the judges reserve the right to conduct further judging as necessary to find an eligible recipient of the Scholarship.
28. The timeline for judging is as follows:
 - 19 August 2024: judging commences.
 - 5 September 2024 (9am-1pm (AEST)): workshop for finalists.
 - 9 September 2024: announcement of Scholarship recipient.
 - 23 September 2024 – 18 October 2024: work placement for Scholarship recipient.

SCHOLARSHIP

29. The Scholarship is participation in a 4-week paid work placement between 23 September 2024 and 18 October 2024 at the radio networks listed below. One week will be spent at each of the listed networks (**Participating Networks**):
 - a. Australian Radio Network;
 - b. Nine Network;
 - c. Nova Entertainment; and
 - d. Southern Cross Austereo.The Scholarship recipient will also receive one ticket to the 2024 ACRA's to be held on Saturday, 12 October 2024 at The Star, Sydney (**Prize**) valued at AUD\$300 (ex GST).
30. The placement will be in either Sydney or Melbourne. The placement will take place in the city (Sydney or Melbourne) that is nearest to the Scholarship recipient's permanent place of residence.
31. The Scholarship recipient is entitled to reasonable travel expenses (including accommodation and economy class flights) if the work placement is in a city that is not their permanent place of residence.
32. If requested to do so by CRA, you must execute a recipient's agreement in the form prescribed by CRA.
33. The Scholarship and Prize are not transferable or exchangeable and are not redeemable for cash.

34. The Scholarship and Prize is accepted entirely at your own risk, and CRA excludes all warranties in connection with the Prize (including representations as to merchantability and fitness for purposes) to the extent permitted by law.
35. If the Prize becomes unavailable, CRA may substitute a replacement prize to the same or greater value at its absolute discretion.
36. Prizes only include the provision of items expressly listed as being included in the Prize. You will be responsible for meeting all costs and expenses, including all travel and accommodation expenses, incurred as a result of the Prize being awarded or received or in any other way related to the Scholarship.
37. If you win the Prize, you are responsible for any and all taxes payable as a result of the Prize being awarded or received.
38. You acknowledge that the Prize may be subject to additional terms and conditions imposed by third parties. CRA does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the Prize or for breach of those conditions by any person.

RIGHTS YOU ARE GIVING TO CRA

39. By submitting your entry in the Sponsorship, you grant CRA a perpetual, royalty-free and non-exclusive licence to:
 - communicate or otherwise make your entry available to the public via any means, including but not limited to, the Website and the websites of Participating Networks;
 - otherwise reproduce, publish, communicate, perform or use your entry for purposes related to this or future Brian White Scholarships; and
 - make an audiovisual recording embodying your entry and to make copies of that recording and to distribute those copies to members of the public for purposes related to this or future Brian White Scholarships.
40. This licence from you includes the right for CRA to reproduce your entry as may be necessary to perform the rights you have licensed to us. CRA will not pay you for the reproduction, broadcast, communication or publication of such content.

YOUR PROMISES TO CRA

41. In addition to submitting your entry into the Scholarship, you make the following legally binding promises to CRA:
 - that you have all the necessary rights to submit your entry into the Scholarship and to grant us the right to publish or communicate your entry as set out in these Terms & Conditions;
 - that our use of your entry for the purposes of the Scholarship and related purposes, including making your entry available for public access will not infringe any third party's intellectual property rights or any other proprietary rights;
 - that your entry does not contain any content that is defamatory or that contravenes any applicable Australian law, including but not limited to, the *Copyright Act 1968*, the *Competition and Consumer Act 2010* or similar fair trading laws, the provisions in the *Broadcasting Services Act 1992*, laws relating to consumer protection, unfair competition, criminal law or antidiscrimination laws;
 - that any information you submit as part of or related to your entry is current and accurate and not in any way fraudulent, false or misleading; and

- that any information that you submit via the Website does not contain any viruses or other malicious computer programs that may damage, modify or delete any of the information on the Website or affect the proper operation of the Website.

YOUR INDEMNITY AND RELEASE

42. To the full extent permitted by law, you agree to release, indemnify and hold harmless CRA, its officers, directors, employees, agents, prize supplier and contractors from and against all direct and indirect losses, damages, costs, expenses and claims (whether foreseeable or not) which may be suffered or incurred by you as a result of or in connection with your use of the Website, your entry in the Scholarship, your acceptance of any prizes awarded in the Scholarship and/or your use of CRA's services.
43. You agree to indemnify CRA, for all direct and indirect losses, damages, costs, expenses and claims (whether foreseeable or not) which may be suffered or incurred by CRA as a result of or in connection with your entry in the Scholarship (including, but not limited to, third party claims for infringement of intellectual property rights).

GENERAL

44. To the extent permitted by law, CRA will not be liable to you in any circumstances for any loss or damage (whether direct, indirect or consequential) suffered by you or any other person due to your use of the Website, your entry in the Scholarship, your acceptance of the Scholarship or any prizes, regardless of whether such loss or damage arises from any act or omission (including negligence) of CRA, its directors, employees, agents or contractors.
45. If any part of these Terms & Conditions is held to be invalid or unenforceable, that part only shall be amended or severed to the extent of any invalidity without affecting the validity of the remaining provisions.
46. The Website is operated from New South Wales, Australia. These Terms & Conditions are governed by the laws of New South Wales and, by using the Website, you irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.
47. CRA is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic. CRA assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alteration of entries.
48. Subject to any written directions given under the applicable law, if, for any reason, the Sponsorship is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of CRA which corrupts or affects the administration, security, fairness, or proper conduct of the Sponsorship, then CRA reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sponsorship.
49. CRA collects personal information from entrants in order to conduct the Sponsorship and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities.
50. Entrants' personal information will be collected, used and disclosed as set out in CRA's Privacy Policy (www.commercialradio.com.au/Privacy).

51. You acknowledge that CRA may need to alter, modify or amend these Terms & Conditions at its sole discretion and will only provide entrants with notice of substantial amendments.

USE OF THE WEBSITE

52. All rights relating to Website materials that are not expressly granted under these Terms & Conditions are reserved by CRA.
53. You may view, print, listen to and download any material on the Website provided that all of the following conditions are met:
- you require the material solely for personal and non-commercial purposes;
 - your use of the material is for lawful purposes;
 - you do not modify the material from the way it appears on the Website;
 - no copyright or other notice regarding the rights or property of third parties is removed from the material; and
 - you do not assert any copyright or other intellectual property, ownership or other interest or right in respect of the material.
54. All material on the Website is protected by Australian and international copyright and other intellectual property laws. These rights belong to CRA or to third parties that have licensed CRA to publish their material on the Website.
55. In using the Website, you must not do anything that either interferes with or breaches these laws or the rights of CRA or any third party in the material on the Website.
56. You agree to not transmit to or via the Website any pornographic, obscene, offensive, defamatory or otherwise unlawful content.
57. You use the Website at your own risk and you acknowledge that CRA has no control over any data communications that take place over the Internet.
58. To the maximum extent permitted by law, CRA expressly excludes all warranties or conditions (whether express or implied) in relation to your use of the Website or related services including:
- the accuracy, completeness or currency of any information or content;
 - that your use of the Website will not result in infringement of third party rights (including intellectual property rights);
 - that the services provided by us, including the Website, will be timely, secure or error free; and
 - that you will have continuous, uninterrupted access to the Website and related services.
59. The Website is operated from Australia, and we do not warrant that any of the content on the Website complies with the laws of any country outside Australia. If you access the Website from outside Australia, you do so at your own risk and you accept sole responsibility for any consequences that result from you accessing and using the content on the Website.