

## **Brian White Scholarship Competition and Website Terms & Conditions 2021**

These Terms and Conditions govern the rules under which the BRIAN WHITE SCHOLARSHIP will be conducted. By submitting your entry you will be taken to have unequivocally accepted these Terms and Conditions and will be entering into a binding agreement with Commercial Radio Australia.

You must also tick the box on the application form confirming that you have read and agree to the Privacy Policy, which can be found at <http://www.bhwscholarship.com/competition/entry/>

**Please note that due to the current Covid 19 Health Crisis all dates for work placements and work shops are flexible and may be changed at the discretion of Commercial Radio Australia.**

**Entry to the BRIAN WHITE SCHOLARSHIP commences on 12 April 2021 and closes on 7 May 2021.**

The **Website** is [www.bhwscholarship.com](http://www.bhwscholarship.com)

### **ELIGIBILITY FOR ENTRY INTO THE Brian White Scholarship 2021 (the BRIAN WHITE SCHOLARSHIP)**

1. The BRIAN WHITE SCHOLARSHIP is open to recent graduates or students who are in their final year of study in an applicable course such as Communications/Media/Journalism/Radio. The scholarship has been set up to help the recipient transition out of study and into the industry.
2. To be eligible to enter the BRIAN WHITE SCHOLARSHIP you must meet all of the following eligibility requirements:
  - Entrants must have graduated no more than two years prior to 18 March 2019.
  - The scholarship will not be open to anyone who is working or has worked in the media industry, including casual contractors and part time newsreaders at any time prior to the announcement of the BRIAN WHITE SCHOLARSHIP recipient.
  - You must comply with these Terms and Conditions.
  - You must be over the age of 18.
  - An Australian resident.
3. Commercial Radio Australia reserves the right at all times and in its absolute discretion to disqualify any entrants and/or to request the return of any prizes and/or to withdraw an announcement that a person has won a prize in the BRIAN WHITE SCHOLARSHIP if he or she is found to be ineligible.
4. Commercial Radio Australia may reject incomplete, invalid, ineligible or late entries in its sole discretion.
5. You must comply with the eligibility requirements at all times prior to the announcement of the BRIAN WHITE SCHOLARSHIP winner.
6. If there is a change in your eligibility status (including your work status) between the time you enter and the announcement of the BRIAN WHITE SCHOLARSHIP Finalists or Winner, you must notify Commercial Radio Australia immediately.

7. If your eligibility status changes after you have entered the BRIAN WHITE SCHOLARSHIP, Commercial Radio Australia reserves the right to disqualify you from the BRIAN WHITE SCHOLARSHIP at its sole discretion.
8. Directors, management, employees and the immediate families of: Commercial Radio Australia Limited; any commercial radio station in Australia; and their associated agencies and companies are not eligible to enter.
9. Commercial Radio Australia may accept late entries at its sole discretion.
10. Commercial Radio Australia will decide in its sole discretion which documents are considered suitable for establishing eligibility.

## **BRIAN WHITE SCHOLARSHIP ENTRIES**

11. Information on how to enter (including the entry forms) forms part of the terms of entry.
12. You can enter the BRIAN WHITE SCHOLARSHIP by submitting a fully completed entry form together with:
  - 2 news bulletins that you have written (1 written for an FM audience and 1 for an AM audience). The details of the stories will be available on the website;
  - audio (MP3 format) of you reading one of your bulletins;
  - 1 page supporting document outlining why the judges should choose you; and
  - a completed online form .
13. Entries must be submitted to Commercial Radio Australia online at [www.bhwscholarship.com](http://www.bhwscholarship.com) ("the **Website**").
14. Entrants must notify Commercial Radio Australia as soon as possible if their contact details change at any time between the date of entry and the announcement of the BRIAN WHITE SCHOLARSHIP recipient.
15. Entry details, audio and any other materials forming part of your entry become and remain the property of Commercial Radio Australia and will not be returned to you.
16. You may only submit one entry to the BRIAN WHITE SCHOLARSHIP.
17. Entries must not be late, incomplete, unlawful, obscene, defamatory, offensive or capable of giving rise to legal liability.
18. All entries are deemed to be received at the time of receipt into the Commercial Radio Australia's database and not at time of transmission by the entrant. Commercial Radio Australia takes no responsibility for late, lost or misdirected entries or for any delays or failures in any telecommunications services or equipment.
19. Commercial Radio Australia may reject any entry if it reasonably forms the opinion that the entry has been made using automated entry means.
20. Commercial Radio Australia may reject any entry if it reasonably forms the opinion that any part of the entry is not the sole work of the entrant.

21. Commercial Radio Australia does not guarantee that it will publish or communicate any entry on the Website or elsewhere.

## **MEDIA AND PROMOTIONAL ACTIVITIES**

22. By participating in the BRIAN WHITE SCHOLARSHIP, you agree to participate in any media or promotional activities selected by Commercial Radio Australia 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) and in such activities you agree to:

- express a positive view of Commercial Radio Australia, the operations of Commercial Radio Australia, and the BRIAN WHITE SCHOLARSHIP (including your participation in the BRIAN WHITE SCHOLARSHIP); and
- refrain from expressing a negative or disparaging view of Commercial Radio Australia, the operations of Commercial Radio Australia, and the BRIAN WHITE SCHOLARSHIP (including your participation in the BRIAN WHITE SCHOLARSHIP).

23. By entering the BRIAN WHITE SCHOLARSHIP, you agree that Commercial Radio Australia and any party authorised by Commercial Radio Australia 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 BRIAN WHITE SCHOLARSHIP, including:

- your name and personal details;
- your participation in the BRIAN WHITE SCHOLARSHIP;
- your entry in the BRIAN WHITE SCHOLARSHIP;
- the process by which you were selected by Commercial Radio Australia as a finalist or winner;
- photographs, video, audio recordings or film footage related to the BRIAN WHITE SCHOLARSHIP;
- any promotional activities undertaken with respect to the BRIAN WHITE SCHOLARSHIP; and
- any other activities pursuant to or in connection with the BRIAN WHITE SCHOLARSHIP.

## **JUDGING OF THE BRIAN WHITE SCHOLARSHIP COMPETITION**

24. The judging panel will be selected by Commercial Radio Australia in its sole discretion and will include news directors and news readers from Australian commercial radio stations.
25. The decisions of the judges at all times will be final and no correspondence will be entered into. In the event that a winning entry becomes ineligible, the judges reserve the right to conduct further judging as necessary to find an eligible winner of the BRIAN WHITE SCHOLARSHIP .
26. The timeline for judging is as follows:
- a. Week commencing 10 May 2021 – workshop for Finalists.
  - b. 14 June 2021 – announcement of the Winner.
  - c. Date TBC – work placement commences.

**Please note that the above dates are subject to change due to the Covid 19 health crisis.**

## PRIZES

27. The prize is participation in an 8 week paid work placement at the radio networks listed below. Two weeks will be spent at each of the listed networks (**Participating Networks**):
- Australian Radio Network;
  - Nine Network;
  - Nova Entertainment; and
  - Southern Cross Austereo.
28. 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 Winner's permanent place of residence.
29. The judges will in their sole discretion choose a minimum of five overall finalists ("**Finalists**"). No correspondence will be entered into.
30. The Finalists will be announced in early May. 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 Commercial Radio Australia and/or the Participating Networks.
31. The Finalists will be required to attend an exclusive BRIAN WHITE SCHOLARSHIP workshop in Sydney.
32. The judges will in their sole discretion choose an overall winner ("**Winner**"). The Winner will be chosen by the judges at their sole discretion and no correspondence will be entered into. The Winner's name may be published on the Website and on the social media pages operated by Commercial Radio Australia and/or the Participating Networks.
33. The Winner will be announced on 14 June 2021. The Winner will be notified by phone and email.
34. The Finalists and Winners must respond to the email with any requested details.
35. The winner 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.
36. If, in the course of the BRIAN WHITE SCHOLARSHIP, if Commercial Radio Australia cannot contact you within 3 days of your being nominated as a Finalist or Winner, it may disqualify you from the BRIAN WHITE SCHOLARSHIP and (if a prize has been awarded) may award the prize to another entrant.
37. It is a condition of the BRIAN WHITE SCHOLARSHIP that the person claiming the prize:
- is eligible to enter the BRIAN WHITE SCHOLARSHIP;
  - is announced by Commercial Radio Australia as the Winner of that prize by radio broadcast, advertisement, website or through any other means; and
  - has complied with these Terms and Conditions and with any request made by Commercial Radio Australia under the BRIAN WHITE SCHOLARSHIP rules.
38. If requested to do so by Commercial Radio Australia, you must, before receiving any prize;
- execute a Winner's Agreement in the form prescribed by Commercial Radio Australia.
- BRIAN WHITE SCHOLARSHIP

39. Any prizes won in the BRIAN WHITE SCHOLARSHIP are not transferable and are not redeemable for cash. In applicable cases, the prize must be used on the dates specified and in the manner directed by Commercial Radio Australia.
40. All prizes are accepted entirely at your own risk, and Commercial Radio Australia excludes all warranties in connection with any prize (including representations as to merchantability and fitness for purposes) to the extent permitted by law.
41. If a specified prize becomes unavailable, Commercial Radio Australia may substitute a replacement prize to the same or greater value at its absolute discretion.
42. 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 a prize being awarded or received or in any other way related to the BRIAN WHITE SCHOLARSHIP.
43. If you win a prize in a BRIAN WHITE SCHOLARSHIP, you are responsible for any and all taxes payable as a result of a prize being awarded or received.
44. You acknowledge that the provision of the prize is the responsibility of third parties and not Commercial Radio Australia. You agree that Commercial Radio Australia accepts no responsibility or liability for any delay or failure by a third party to deliver a prize or meet any of its obligations in these Terms and Conditions or otherwise.
45. You acknowledge that the prize may be subject to additional terms and conditions imposed by third parties. The Winner must become acquainted with any such additional terms and conditions before accepting a prize. Commercial Radio Australia 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.
46. Unsuccessful entrants will not be notified.

#### **RIGHTS YOU ARE GIVING TO COMMERCIAL RADIO AUSTRALIA**

47. Commercial Radio Australia may choose (in its sole discretion) to communicate BRIAN WHITE SCHOLARSHIP entries to members of the public through any means, which may include (though are not limited to) publication on the Website ([www.bhwscholarship.com](http://www.bhwscholarship.com)), and publication on the websites of Participating Networks.
48. By submitting your entry in the BRIAN WHITE SCHOLARSHIP, you grant Commercial Radio Australia a perpetual, royalty-free and non-exclusive license to:
  - communicate or otherwise make your entry available to the public from the Website or from any other source related to this or future BRIAN WHITE SCHOLARSHIP;
  - otherwise reproduce, publish, communicate, perform or use your entry for purposes related to this or future BRIAN WHITE SCHOLARSHIP; 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 SCHOLARSHIP.
49. By submitting content as part of your entry to the BRIAN WHITE SCHOLARSHIP you will be giving Commercial Radio Australia a perpetual, non-exclusive, royalty-free licence to

communicate, publish, broadcast or otherwise make such content available to the public from the Website or from any other source.

50. This licence from you includes the right for Commercial Radio Australia to reproduce your entry as may be necessary to perform the rights you have licensed to us. Commercial Radio Australia will not pay you for the reproduction, broadcast, communication or publication of such content.

## **YOUR PROMISES TO COMMERCIAL RADIO AUSTRALIA**

51. In addition to submitting your entry into the BRIAN WHITE SCHOLARSHIP, you make the following legally binding promises to Commercial Radio Australia:

- that you have all the necessary rights to submit your entry into the BRIAN WHITE SCHOLARSHIP and to grant us the right to publish or communicate your entry as set out in these Terms and Conditions;
- that our use of your entry for the purposes of the BRIAN WHITE SCHOLARSHIP and related purposes, including making your entry available for public access from the Website 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* in relation to 'prohibited content' or 'potential prohibited content' on the Internet, laws relating to consumer protection, unfair competition, criminal law or anti-discrimination 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**

52. To the full extent permitted by law, you agree to release, indemnify and hold harmless Commercial Radio Australia, our 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 BRIAN WHITE SCHOLARSHIP, your acceptance of any prizes awarded in the BRIAN WHITE SCHOLARSHIP Competition and/or your use of Commercial Radio Australia's services.
53. You agree to indemnify Commercial Radio Australia and prize suppliers, for all direct and indirect losses, damages, costs, expenses and claims (whether foreseeable or not) which may be suffered or incurred by Commercial Radio Australia or its prize supplier as a result of or in connection with your entry in the BRIAN WHITE SCHOLARSHIP Competition (including, but not limited to, third party claims for infringement of intellectual property rights).
54. Any costs associated with entering the BRIAN WHITE SCHOLARSHIP or claiming prizes, including any tax payable, are the responsibility of the entrant.

## **GENERAL**

55. Nothing in these Terms and Conditions is intended to or will be construed as creating a relationship of employer and employee, principal and agent, joint venture or partnership between you and Commercial Radio Australia.

56. To the extent permitted by law, Commercial Radio Australia 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 BRIAN WHITE SCHOLARSHIP, your acceptance of any prizes, or your use of our services, regardless of whether such loss or damage arises from any act or omission (including negligence) of Commercial Radio Australia, its directors, employees, agents or contractors.
57. If any part of these Terms and 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.
58. The Website is operated from New South Wales, Australia. These Terms and 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.
59. Commercial Radio Australia 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. Commercial Radio Australia assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alteration of entries.
60. Subject to any written directions given under the applicable law, if, for any reason, the competition is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of Commercial Radio Australia which corrupts or affects the administration, security, fairness, or proper conduct of the competition, then Commercial Radio Australia reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition.
61. Commercial Radio Australia collects personal information from entrants in order to conduct the Competition 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.
62. By entering this Competition you agree to Commercial Radio Australia's use of your personal information as described in Commercial Radio Australia's Privacy Policy ([www.commercialradio.com.au](http://www.commercialradio.com.au)). All entries become the property of Commercial Radio Australia and your name may be included on a database.

**USE OF [www.bhwscholarship.com](http://www.bhwscholarship.com) ("the Website")**

63. All rights relating to Website materials that are not expressly granted under these Terms and Conditions are reserved by Commercial Radio Australia.
64. 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
65. All material on the Website is protected by Australian and international copyright and other intellectual property laws. These rights belong to Commercial Radio Australia or to third parties that have licensed Commercial Radio Australia to publish their material on the Website.
66. In using the Website, you must not do anything that either interferes with or breaches these laws or the rights of Commercial Radio Australia or any third party in the material on the Website.
67. You agree to not transmit to or via the Website any pornographic, obscene, offensive, defamatory or otherwise unlawful content.
68. You use the Website at your own risk and you acknowledge that Commercial Radio Australia has no control over any data communications that take place over the Internet.
69. To the maximum extent permitted by law, Commercial Radio Australia 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.
70. You acknowledge that Commercial Radio Australia may need to make changes to the terms and conditions of the BRIAN WHITE SCHOLARSHIP in order to comply with Australian State or Federal policies and legislation relating to the Covid 19 pandemic. This may include a delay in the performance of prizes, suspension or termination of the scholarship.

## **LINKED WEBSITES**

71. To the extent that hyperlinks to other websites exist on this site, Commercial Radio Australia does not assume any liability as to their content and functioning reliability.
72. Links to other websites are provided by Commercial Radio Australia only as a convenience and do not imply any endorsement by Commercial Radio Australia of the linked site.
73. If you choose to open or make use of linked websites, you do so at your own risk.

## **ACCESSING THE WEBSITE FROM OUTSIDE AUSTRALIA**

74. 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.