



Rockschool & Ashton Drums Competition

Terms & Conditions

By entering the Rockschool & Ashton Drums Competition 2021 (**'Competition'**) the Entrant (as hereinafter defined) agrees to be bound by the terms and conditions set out below (**'Terms & Conditions'**).

1. Definitions:

a. **'Entrant'** or **'Registering Adult'**

This is the person:

- i. that is entering the Competition and if selected will win the prize for themselves, and
- ii. is bound by the Terms & Conditions.

The Entrant must be:

- iii. the teacher aged 18 or above; or
- iv. a student, who if under the age of 18 must have the assistance and provide the contact details of a 'Registering Adult' to enter. A 'Registering Adult' can be the entrant's parent, legal guardian, family member or teacher over the age of 18.

c. **'Intellectual Property'**

Intellectual Property includes any:

- i. copyright;
- ii. design, patent, trademark, semiconductor, circuit layout or plant breeder rights (whether registered, unregistered or applied for);
- iii. trade, business, company or domain name; and

iv. know how, inventions, processes, confidential information (whether in writing or recorded in any form), and any other proprietary, licence or personal rights, including moral rights (as defined in the *Copyright Act 1969* (Cth)), arising from intellectual activity in the business, industrial, scientific or artistic fields.

2. The joint promoters of this Competition are:

a. Australian Music Examinations Board Limited
Level 8, 21 Victoria Street
Melbourne, VIC 3000
Australia
Tel. 1300 725 709
ABN 27 102 374 587 (hereafter '**AMEB**'), and

b. Australis Music Group
UNIT A/23-27 Bourke Rd
Alexandria, NSW 2015
Australia
Tel. (02) 9698 4444
ABN 95 051 102 606

(hereafter '**Australis**');

(each a '**Promoter**' and together, '**Promoters**').

3. To enter as a student, entrants must tell us in 50 words or less: what ignited your passion for the drums? To enter as a teacher, entrants must opt into joining the AMEB and Australis mailing lists and in 50 words or less, tell us: how would winning this prize pack enhance your drums teaching? You may enter multiple times. These requirements plus all other compulsory sections of the entry form hosted on rockschool.ameb.edu.au/ashton-drums-competition must be completed for the entry to be valid.

4. The competition opens at 9am AEDT on Monday 11th October 2021 to 9am Monday 1st November 2021. Winners notified by November 15th 2021. Entries received by the Promoter after this time, or incomplete or deficient Entries, whether by reason of error, omission, tampering, theft, destruction, force majeure or otherwise, will not be considered.

5. The prizes given to the winners:

2 x Teacher Prizes (open to school or private studio teachers)

- Ashton TDR522 Wine Red Drum Kit, valued at AU\$649
OR
Ashton TDR520 Black Drum Kit, valued at AU\$649
- a set of Rockschoool Drums books (Drums Method, Debut – Grade 8) valued at AU\$383.50

2 x Student Prizes (open to learners of all ages)

- Ashton Joey Drum Kit SV, valued at AU\$499
OR
Ashton Joey Drum Kit BK, valued at AU\$499
- A set of Rockschoool Drums books (Drums Method, Debut – Grade 2) valued at AU\$149.80

The prizes are not transferable or exchangeable and cannot be redeemed for cash.

6. The winners will be selected by a panel of expert judges appointed by the Promoters, at their absolute discretion. The judges' decision is final and conclusive, and no further review or correspondence shall be undertaken. The Entrant agrees not to publish any adverse comments in relation to the judges or the judging processes.

7. Judging Criteria

Judges will be basing their assessment of the entries around the following points:

- Creative flair to written response
 - Demonstrates a dedication or desire to further their music education or the musical education of their students.
 - Demonstrates their need for a new drum kit and instructional material
8. Entrants will not receive the judges' assessment of their performance and no feedback will be provided.
10. Entry is open to students and teachers at qualifying schools in Australia and New Zealand subject to all other requirements under these Terms & Conditions.
11. Winners will be notified by phone and in writing, and their names published at rockschool.ameb.edu.au/ashton-drums-competition no more than two weeks from the close of the competition.
12. Prizes shall be claimed in coordination with Australis and AMEB. Such coordination will be initiated by Australis and AMEB after the announcement of the prize winners. If any prize has not been accepted or claimed within 30 days, the relevant winner's entry will be deemed invalid and the Promoters may award the prize to another Entrant.
13. By uploading an image on the competition landing page, the Entrant assigns absolutely to the Promoters all its right, title and interest, including all Intellectual Property rights, in and to the image, and the Entrant agrees that the Intellectual Property rights in and to the image will become the property of each Promoter severally. The image may be copied, reproduced and/or published online/offline to promote the Competition, and/or any other initiative, at the sole discretion of the Promoters. By entering this competition, Entrants consent to any and all acts or omissions (whether occurring before or after this consent is given) in relation to their Entries, which might otherwise infringe the Entrant's moral rights (as defined in the *Copyright Act 1969* (Cth)) in those Entries.
14. Entrants warrant and represent to the Promoters that the Intellectual Property in images and words comprising their Entry or Entries, and their use by the

Promoters in accordance with these Terms & Conditions, do not infringe the Intellectual Property rights of any other person.

15. Entrants agree to indemnify and hold harmless each Promoter (**'Indemnified'**) in respect of any loss, costs, expenses or damage arising from any claim suffered or incurred by the Indemnified in respect of any breach of these Terms & Conditions.
16. Personal information collected in the administration of this competition will be securely stored by and may be used in the marketing efforts of both AMEB and Australis. No information will be shared with or sold to any other party except to facilitate the running of the competition or the provision of prizes. Participants may at any time request a copy of any personal data from AMEB or Australis.
17. The Promoters may require winners to provide proof of identity, age, residency, or enrolment at the nominated school. Identification considered suitable for verification is at the Promoter's discretion.
18. The Promoter may, in its sole discretion, disqualify all Entries from, and prohibit further participation in this Competition by, any person (including without limitation a winner) who tampers with or benefits from any tampering with the entry process or with the operation of the Competition or acts in violation of these Terms & Conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoters or any of their related bodies corporate or the agencies or companies associated with this Competition, is contrary to law or is otherwise inappropriate.
19. The Promoters and their associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Competition or accepting or using any prize, except for any

liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

20. If for any reason any aspect of this Competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoters, the Promoters may in their sole discretion cancel, terminate, modify or suspend the Competition, or invalidate any affected Entries.

21. View the AMEB Ltd privacy notice [here](#).

Updated October 6th 2021

Australis Music Group, Australia

Australian Music Examinations Board Limited