



# MadeBy Choreography Competition Terms and Conditions

Stage two of the broader *MadeBy* Initiative from  
The Royal Academy of Dance Australia and OneMusic Australia

## I Terms and Conditions

- 1.1 Information on how to enter this competition (**MadeBy Choreography Competition**), any forms, the Prize and rules for redeeming the Prize form part of these terms and conditions. By submitting an entry in the Choreography Competition, a person (**Entrant**) agrees to be bound by these terms and conditions.
- 1.2 Each entry will be an original dance work in response to the *MadeBy* music composition (**Choreographed Work**) that will be judged based on: an original response to the music, the structure and dynamics of movement, creativity and originality.
- 1.3 An entry that submits a Choreographed Work which does not comply with these terms and conditions is invalid. Incomplete, indecipherable or illegible entries will be deemed invalid.
- 1.4 The RAD may verify the validity of Choreographed Work and may disqualify any Entrant for any reason at the RAD's sole discretion.
- 1.5 The Choreography Competition is a part of a 3 Stage *MadeBy* Initiative (Initiative):
  - (a) the Music Composition Competition, in which a panel will select a Composition submitted by one Entrant in the Composition Competition as the winner of the Composition Competition. The Winning Composition is *Regrowth* by Emma Greenhill (**Winning Composition**);
  - (b) a Choreography Competition, in which a panel (which will include the winning Entrant from the Composition Competition) will select a choreographer who has submitted a video containing a Choreographed Work inspired by the Winning Composition; and
  - (c) the respective winners of the Composition Competition and the Choreography Competition will collaborate on produce a new work to be presented jointly by the Royal Academy of Dance Australia (RAD) and OneMusic Australia in 2022 (**Final Work**).

## 2 Entrant eligibility

- 2.1 Entry is open to RAD Australia members aged 15 years and over. Entrants must be current members of the RAD and be of non-professional status – you are not currently engaged and paid to choreograph for individuals, dance companies and groups or competitions/eisteddfods (other than for groups/students in your own studio/school).

- 2.2 Entrants and any performers who participate in the Choreographed Work who are under the age of 18 years old on the date of entry must have parent or guardian approval to enter the Choreography Competition, have a parent or guardian present during filming, and the parent or guardian of the entrant must read and consent to these terms and conditions.

### 3 Competition Period

- 3.1 The Choreography Competition commences on 17 May 2021 at 9am AEST and concludes on 24 August 2021 at 5pm AEST (**Choreography Competition Period**). The RAD will not be liable for any change to the Choreography Competition Period.
- 3.2 All entries must be received before the end of the Choreography Competition Period. Entries are deemed to be received at the time of receipt by the RAD not the time of submission by the Entrant. The RAD is not responsible for failure to receive any entry in full (including video download), whether for any cause beyond its control or otherwise.

### 4 Choreography and winner requirements

- 4.1 To submit a valid Choreographed Work, Entrants must:
- (a) ensure the Choreographed Work is the original work of the Entrant only and not previously performed;
  - (b) ensure the choreographed work is created and performed to the Winning Composition;
  - (c) ensure submitted videos are in MP4 (mpeg4) format and uploaded via a private video sharing platform such as DropBox or We Transfer. If this isn't possible then a password protected video hosting site should be used such as Vimeo. For security reasons YouTube should **not** be used.
  - (d) ensure all performers have completed the **Photograph and filming/recording consent form** prior to filming and submit the consent form with the entry. Note: Any performers under 18 years of age must have a parent or guardian sign the consent form;
  - (e) where the participants are under the age of 18, ensure that a Responsible Adult (person over 18 years of age such as a teacher) is present for all rehearsals and filming of the Choreographed Work; and
  - (f) ensure the video submission of the work is created exclusively for the *MadeBy* Initiative and is not uploaded to any public website or social media channel or submitted into any other competition.
- 4.2 Only one Choreographed Work is permitted per Entrant.
- 4.3 Choreographed Works may be created in any dance style and can include one (1) to three (3) dancers. Submissions of ensemble groups or groups of more than three dancers will be disqualified.
- 4.4 Choreographed Works may be danced by the choreographer themselves or by other performers 15 years old and over with those dancers' permission (refer 4.1 (d) above).

- 4.5 Props are not permitted.
- 4.6 Costumes are not permitted. Performers should wear appropriate dance attire suitable for a class or rehearsal.
- 4.7 The information submitted with the Choreographed Work must contain adequate detail to allow the RAD to identify the Entrant for the purposes of determining the winner, including:
- (a) personal information (including Member Number and place of residence);
  - (b) Work title; and
  - (c) the name(s) and age(s) of the Choreographer and any performer(s).
- 4.8 By entering into the Choreographed Work, the Entrant agrees that in the event they are the winner of the Choreographed Work, they will participate in good faith for the duration of the Initiative and to:
- (a) consent to the RAD to present, record and publish the winning Choreographed Work, to the extent required by the RAD for the purposes of the Initiative, including for promotional purposes and marketing;
  - (b) be reasonably available to create choreography for the Final Work in collaboration with the winner of the Composition Competition;
  - (c) be able to secure (if not the choreographer themselves) performer(s) who may or may not be already involved in the Winning Choreographer's entry, to perform in the Final Work created in collaboration with the Winning Composer and mentored by the Choreographic Mentor. The RAD accepts no liability for any fees or remuneration required to secure these performer (s);
  - (d) consent to the RAD and/or APRA AMCOS having the exclusive right to present and promote the Final Work in live or recorded performance settings for a period of one year from the completion of the Final Work; and
  - (e) participate in the documentation of the creation and production of the Final Work for use by the RAD and/or APRA AMCOS, including for use in promotional and marketing material of and for the Initiative.

## **5 Judging**

- 5.1 Each valid Choreographed Work will be reviewed by a panel and assessed on its merits according to an original response to the music, the structure and dynamics of movement, creativity and originality. Assessment of Choreographed Works is at the absolute discretion of the panel and RAD.
- 5.2 The RAD will use its best endeavours to announce the winner by 4 October 2021 at 5pm AEST but will not be held liable for any delay. The winner will be notified by email.
- 5.3 All decisions made by the RAD in respect of the Choreography Competition are final and no

correspondence will be entered into.

## **6 Prize**

6.1 The panel will select a winner to win the Prize. The Prize includes:

- (a) cash prize of \$1,000
- (b) mentorship of the winner by an industry leader (to the value of \$1,000);
- (c) the one-year usage rights to the new, commissioned composition for the Final Work valued at \$4,000;
- (d) travel and per diems associated with creation of the Final Work (up to a maximum of \$500);
- (e) the presentation of the Final Work by the RAD and APRA AMCOS in 2022.

6.2 Entering the Choreography Competition does not guarantee that an Entrant will win the Prize or derive any other benefit. The Prize is awarded in the panel's sole discretion. The RAD is not responsible in any way for the decisions, actions or conduct of the panel. Decisions in respect of the Choreography Competition are final.

6.3 The total Prize is estimated to be valued up to \$7,500. The Prize is not transferrable and cannot be taken as cash (unless specified as a cash amount). The prize values are correct at the time of printing, but no responsibility is accepted by the RAD for any variation in the value of the Prize or part of the Prize. If, for any reason, the Prize, or part of the Prize, is not available or otherwise cannot be granted by the RAD and has a value, the RAD reserves the right to substitute the Prize, or part of the Prize, for a prize of similar value.

6.4 If the winner is under the age of 18 years, the Prize, or part of the Prize, will be awarded to the winner's parent or guardian on their behalf at the discretion of the RAD.

6.5 A winner (or their parent or guardian in the case of a minor entrant) may be required to sign a waiver of liability and indemnity in favour of the RAD in respect the Prize, in the form determined by the RAD.

## **7 Licences, warranties and indemnities**

7.1 The copyright of the choreography remains with the Entrant. Entrants agree to the use of their image, their name, and the Choreographed Work including the Final Work in any or all publicity regarding the Composition Competition and the RAD for the duration of the *MadeBy* Initiative ending in December 2022.

7.2 Each Entrant warrants to the RAD in respect of each Choreographed Work submitted in this Competition that:

- (a) the Choreographed Work does not infringe the rights of any third party, and all efforts have been taken to avoid any such infringement; and

(b) the Entrant is the creator of the Choreographed Work.

7.3 By entering the Choreography Competition, each Entrant warrants the Choreographed Work is not offensive, inappropriate, defamatory, does not infringe the rights of any third party, including copyright, or is otherwise not against the law. The RAD may, in its sole discretion, take down any Choreographed Work from any platform, or disqualify an Entrant for a Choreographed Work that the RAD deems to be offensive, inappropriate, defamatory, infringes the rights of any third party including copyright or is otherwise against the law.

7.4 The RAD is not liable for any loss or damage, including indirect or consequential loss or damage, or personal injury suffered during the course of the Choreography Competition or of accepting or using the Prize, except for any liability that cannot be excluded by law. Each Entrant and associated performers indemnify the RAD against all liabilities, losses, damages, costs and expenses (including all legal costs, whether incurred or awarded) suffered or incurred by the RAD in relation to any breach by the Entrant of its obligations under these terms and conditions.

## **8 Privacy and Data Handling**

8.1 All details of Entrants will be held in accordance with the RAD's Privacy Notice which can be viewed at <https://au.royalacademyofdance.org/privacy-policy/>. Any personal information of the Entrant or participating performer(s) will only be used for the purpose of the Choreography Competition. The RAD will not, without the Entrant's/Performer(s)' consent, disclose or permit access to the Entrant's/Performer(s)' personal information other than for the purpose of this Choreography Competition.

8.2 The RAD will ensure that any permitted recipients engaged for the Initiative as an employee, freelancer or on a voluntary basis are aware of the obligations in these Terms and Conditions. All recipients are bound by a duty of confidentiality.

8.3 Entrants must not share, transfer or show the footage to any other person who is not a recipient or organisation other than the RAD without permission in writing of the RAD.

8.4 The RAD will ensure it has appropriate technical and organisation processes in place to protect against accidental loss or destruction of, or damage to, personal data in line with the RAD Privacy Notice.

## **9 Miscellaneous**

9.1 As a condition of entry, each Entrant (or the parent or guardian of a minor entrant) must sign any legal documentation as, and in the form, required by the RAD and entities associated with the Choreography Competition in their absolute discretion, including but not limited to a copyright assignment, a legal release and indemnity form.

9.2 If the Choreography Competition is not able to be run as planned due to any event beyond the Organiser's reasonable control, the RAD may cancel, terminate, modify or suspend the Composition Competition.

9.3 Failure by the RAD to enforce any of its rights at any stage does not constitute a waiver of those rights.