

OUR SOUND – AUSTRALIAN NATIONAL SELECTION TERMS & CONDITIONS

1. Application Criteria/Submission

- 1.1 Our Sound – The Asia-Pacific Song Contest is open to Solo Artists, Artist Duos, Artist Trios and Bands with a maximum of five members.
- 1.2 Any Artist wishing to compete in “Our Sound – Australian Song Selection 2010” and where applicable “Our Sound - The Asia-Pacific Song Contest 2010” (Each a “Contest” and collectively “the Contests”) shall, prior to the submission of an Application, read and agree to be bound by the terms and conditions of the Contests as set out herein (“Terms and Conditions”). For the purpose of the Terms and Conditions, an “Artist” refers to the individual in a solo participation or each member of a group in a group participation (“Group”).
- 1.3 If the submission of an Application is by a Group, the Group shall appoint one Group member as the representative of the Group (“Group Representative”), who shall represent that all information submitted for his/her Group is true and correct and the Group Representative shall, on behalf of the Group, agree to be bound by the Terms and Conditions.
- 1.4 Application is open to Artists who meet the following criteria:
 - (a) Each Artist shall have reached the age of 18 on or before 1 May 2010.
 - (b) Only citizens & permanent residents of Australia are eligible to participate in the Contests. Exceptions will need the written approval of Asiavision.
 - (c) Each Artist shall obtain on his/her account the applicable valid visa(s) to enable him/her to travel to and attend/perform at “Our Sound - The Asia-Pacific Song Contest 2010” in the host city.
 - (d) In the event of any issue or dispute regarding compliance with the requirements, the decision of Asiavision shall be final.
- 1.5 An application is made by submitting the completed Application. uploading the following materials (“Audition Material”) onto the Contest portal :
 - (a) a Video sound recording in which the Artist/Group performs a song that satisfies the conditions stipulated in Clause 3;
 - (b) a word document of the song lyrics (including a certified translation of the lyrics into English, where the work is to be performed in a language other than English);
 - (c) a colour photograph (full head from top of hair to bottom of chin, front view, eyes open) in high resolution jpeg format of each Artist (regardless of a solo or Group participation). Group submissions will have the additional requirement of submitting a colour photograph in high resolution colour photograph in jpeg format of the Group.
- 1.6 Each Artist or Group Representative (where applicable) shall make full and honest disclosure of particulars as requested in the Application. All details submitted in the Application shall be deemed to be current. In the event of any change of such details, each Artist or Group Representative shall by itself or through an authorised representative notify Asiavision immediately. The Artist or Group Representative understands that any false particulars or wilful suppression of material facts will render the Artist or the Group liable for disqualification.

2. Selection Process

- 2.1 Each Artist/Group wishing to compete in "Our Sound – Australian Song Selection 2010" acknowledges and agrees that submission of the Application Form and the Audition Materials do not guarantee selection and/or further participation. The decision of Asiavision not to select any Artist/Group for participation and/or audition is final and cannot be appealed.
- 2.2 Subject to Clause 2.3, Asiavision shall, without calling for auditions, select Artists/Groups for participation in "Our Sound – Australian Song Selection 2010" based on a review of the materials set out in Clause 1.4
- 2.3 Notwithstanding the foregoing, Asiavision reserves the right to call for auditions of selected Artists/Groups to determine participation in the Contests.
- 2.4 Only Artists/Groups selected by Asiavision for participation in "Our Sound – Australian Song Selection 2010" will be notified by Asiavision.

3. The Song

- 3.1 The submitted song:
- (a) must be original and new (lyrics and music must not be published before).
 - (b) should have a maximum duration of three minutes. Artists/Groups agree to shorten the song duration in the event it exceeds the aforesaid maximum duration, failing which the Artists/Groups may be disqualified from the Contests.
 - (c) may be performed in the Artist/Group's chosen language.
- 3.2 Each Artist/Group represents and warrants that:
- (a) the song together with all music, arrangements, lyrics and any other contributions therein submitted for the programme is unencumbered, original to the Artist/Group or the relevant Lyricist and Composer (as the case may be) and shall not infringe any rights (including copyrights) of any person or entity
 - (b) he/she/they has/have not entered into any contractual or other arrangement which might prohibit or prevent him/her/them from participating in the Contests or broadcast, promotion, sponsorship or exploitation of the Contests including his/her participation and/or the song;
 - (c) Asiavision is free, without any further payment of any royalties, fees or any payments whatsoever to the Artist, Group or to any collecting society, to use the song in any manner it deems fit for the purposes of the Contests and production and promotion thereof including without limitation the right to avail an extract of the song, as an audio clip, on the official website for preview by users of the official website; and
 - (d) no litigation, arbitration or administrative proceedings is current, pending or threatened, so far as the Artist is aware:-
 - (i) to restrain the entry into, exercise of his/her rights, or the performance or enforcement of or compliance with his/her obligations under the Terms and Conditions; or
 - (ii) that would have a material adverse effect on any of the obligations of the Artist or the rights granted hereunder.

- 3.3 The lyrics and/or performance of songs must not bring the Contests into disrepute and neither lyrics, speeches, gestures of a political or similar nature are permitted nor will any swearing or other unacceptable language or gesture be allowed in the lyrics or in the performances of songs. In addition, no commercial messages of any kind shall be allowed in the lyrics or in the performances of the songs. A breach of this rule may result in disqualification.
- 3.4 There should be a maximum of five Artists on stage during the performance at the Contests. The prior written consent of Asiavision (which may be withheld at the sole discretion of Asiavision) shall be required if it is proposed that the aforesaid maximum number is to be exceeded.

4. Our Sound – Australian Song Selection 2010

- 4.1 Unless otherwise notified by the party indicated below, it is intended that:
- (a) “Our Sound – Australian Song Selection 2010” will be held between May to August 2010; and
 - (b) Asiavision, “Our Sound - The Asia-Pacific Song Contest Grand Final 2010” will be held in the month of November 2010.
- 4.2 Asiavision may at its sole discretion, vary the period and dates for the Contests and shall notify the selected Artists accordingly. If selected, the Artist/Group agrees to make himself/themselves available for participation in the Contests despite any changes in the periods and dates for the Contests.

5. Rights and Releases

- 5.1 Asiavision, its successors, licensees and assigns shall have the entire control and charge of the Contest(s) and the manner and terms upon which they are produced, distributed, marketed, exhibited and otherwise exploited in any and all media and any and all countries throughout the world, and in particular shall have the rights set out in Clause 5.2
- 5.2 Each Artist/Group agrees that all intellectual property rights in the Audition Materials, in particular the submitted song, shall belong solely to Asiavision. Further, each Artist/Group agrees to grant (and to procure where necessary from any music publisher and/or record company to which they are contracted) all necessary rights, consents and waivers that will be required by Asiavision, its successors, licensees and assigns, including without limitation the following rights as they are defined below:

- (a) **Broadcasting/Transmission Rights** - these are the worldwide exclusive rights, unlimited in time, to (i) make any audio visual recording and broadcast the live (both audio and audiovisual) performance by the Artist of the song at the Contests, and (ii) to broadcast, transmit, distribute, exhibit and otherwise exploit a recording thereof and/or of any of the Audition Materials, an unlimited number of times, for simultaneous reception by the public, in private and public places by any technical means (such as terrestrial transmitters, satellite, wire, cable, fibre, telephone lines, broadband, the Internet and mobile telephony, or any combination thereof, including simultaneous, unabridged and unchanged retransmission via such means, in whatever technical standard (such as analogue, digital or high definition), for reception and display on any type of device (such as television sets, giant screens, video walls, computer screens, hand-helds and mobile phones), and irrespective of the mode of financing of the service, such as free or against payment.

It is understood that the exercise of these rights also allows the live and/or deferred transmission of any of the Audition Materials and/or the Contests, in whole or in part, or otherwise making-available (on-demand use free of charge or against payment) of the live (both audio and audiovisual) performance of the song at the Contests, via any of the aforementioned means.

- (b) **Public Performance Rights** - these are the worldwide exclusive rights, unlimited in time, to present the broadcast of the Contests and recordings thereof, as well as any previews and

extracts, on a live or deferred basis in public places (such as but not limited to cinemas and theatres), whether or not against an entrance fee, an unlimited number of times.

- (c) **Reproduction and Synchronisation Rights** – these are the worldwide exclusive rights, unlimited in time, to reproduce, synchronise and otherwise incorporate any of the Audition Materials, the song, or any extracts thereof, into the production, broadcasts and/or transmission of any of the Contests, CDs, DVDs, any media services and any other media products.
 - (d) **Preview Rights** - these are the worldwide exclusive rights, unlimited in time, to broadcast or otherwise make available (on-demand use) or incorporate into any audiovisual work a video recording of the performance of the song ("the Preview"), in whole or in part, on television or via the Internet or wireless technology (including, via mobile phones or any portable receivers). These Previews may also be included on the official DVD Compilation and/or offered as downloads.
 - (e) **Recording, CD, DVD Compilation and Download Rights** - These are the worldwide exclusive rights for the recording, manufacture and release of any CD or DVD (or similar carrier) compilations of the Contests (including without limitation the Audition Materials, the song and the performances thereof) and other media products including but not limited to download and streaming rights via the internet and via mobile distribution means. The CD, DVD compilations and other Contest products shall be released by Asiavision, or a third party appointed only by the Asiavision, on behalf of all broadcasters and Artists involved.
 - (f) **Publishing Rights** - These are the exclusive worldwide rights, unlimited in time, to publish, reproduce, make available to the public and otherwise exploit the song and the song lyrics in any media and on any platform whatsoever.
 - (g) **Extract Rights** - These are the exclusive worldwide rights, unlimited in time, for incorporating any part of the Audition Materials, or a sound or video recording of the broadcast performance of the selected song, as part of the Contests, in whole or in part, into any other media services or Our Sound products provided by the participating broadcasters, as well as into any audiovisual work or other media services provided by third parties.
 - (h) **"Our Sound – Australian Song Selection 2010" Extract Rights** - These are the worldwide exclusive rights, unlimited in time, for incorporating extracts from the broadcast of the televised "Our Sound Country 2010", in whole or in part, into any programme to be produced centrally on behalf of the Asiavision and broadcast and/or otherwise made available (including on-demand) in whole or in part via any technical means (including the Internet).
 - (i) **Merchandising Rights** – These are the worldwide exclusive rights, unlimited in time, to manufacture and sell goods in relation to the Contests that reproduce, depict or are decorated with aspects of the Contests including without limitation, the title of the Contests, trade marks, the names, likeness, photographs of the Artists/Groups.
 - (i) **Authorisations** - including without limitation authorisation to reproduce, translate and use the song lyrics for informational and promotional use; authorisation to use, reproduce, print and publish the name, likeness, voice, photographs and biography of each Artist/Group in connection with the promotion, broadcast, and/or commercial exploitation of the Contests by any and all means and in all media, whether now known or hereafter developed, for an unlimited period of time, and the agreement of the singer/performer to go on a promotion tour if they win the "Our Sound - Asia Pacific Song Contest 2010".
- 5.3 Each Artist acknowledges and agrees that any material submitted for the purposes of selection and participation in the Contests will not be returned and shall be owned by Asiavision who shall be entitled to use, reproduce and exploit the same in connection with the Contests.
- 5.4 Asiavision, its successors, licensees and assigns shall have the right to make and/or authorise others to make any documentary or video clips on the making of the Contest(s) and acknowledges that these may include footage of so-called "behind-the-scenes" activities featuring persons including the Artist and may

incorporate information, photographs, extracts or clips from the Contest(s) including surplus or rejected material, and accordingly to produce, distribute, market, exhibit and otherwise exploit the aforesaid materials in any and all media and any and all countries throughout the world.

- 5.5 Each Artist shall, at the cost and expense of Asiavision, do any and all acts and execute any and all documents as may be reasonably required by Asiavision in order to perfect all or any of the rights, title or interest assigned or granted or purported to be assigned or granted to Asiavision under this Agreement.

6. Disclosures/Publicity

- 6.1 Each Artist understands and accepts that personal particulars and information stated in the application form and any information supplied herein may be used by Asiavision in connection with the promotion, marketing, publicity or obtaining sponsorship of the Contests, and/or for broadcasting and the exploitation of the Contests throughout the world. Each Artist consents to the disclosure by Asiavision of such personal information and particulars to third parties, including but not limited to the media, sponsors and the public.
- 6.2 If any Artist/Group has entered into any commercial, contractual, sponsorship or other agreement or arrangement with any person, firm or company (such as a contract with a management company or an individual to act as his/her manager), this must be declared prior to the participation in "Our Sound Country 2010" and/or "Our Sound - The Asia-Pacific Song Contest 2010" and such agreement or arrangement must not hinder the Artist/Group's participation in the Contests.
- 6.3 Artists/Groups who are selected as participants of "Our Sound Country 2010" and/or "Our Sound - The Asia-Pacific Song Contest 2010" shall, subject to Asiavision giving reasonable advance notice, make themselves available and render all reasonable assistance to Asiavision in connection with the promotion, marketing, publicity or obtaining sponsorship of the Contests, and the conduct of the Contests for broadcasting and the recording and exploitation of the Contests throughout the world.

7. Artist's Undertakings

- 7.1 Each Artist acknowledges and agrees that should he/she be shortlisted to appear on Contest(s), he/she agrees to the additional undertakings and obligations:
- (a) Each Artist agrees to the continued participation in, contribution to and recording of the the Contest(s) and recording and performance of the song and rights and usages thereto;
 - (b) Each Artist shall be required to and shall participate in the Contest(s), as may be required by Asiavision, including without limitation any recording (whether for a programme for broadcast on television or any other media including recording of music albums), interview, audition, competition or, event or activity relating to such other programme(s), provided that Asiavision shall provide the Artist with reasonable prior notification of any such other programme(s) or activity.
 - (c) Each Artist shall make himself/herself available to participate in the production and promotion of the Contest(s) at the times and locations required by Asiavision and shall abide by the rules, regulations, fire and safety regulations and security arrangements as may be imposed or devised.
 - (d) Each Artist who fails to attend rehearsals, recording sessions or other events, activities and time schedules related to the Contest(s) shall be disqualified if the reasons for such absence are found to be unacceptable by Asiavision at their sole discretion.
 - (e) Each Artist shall not make or display any commercial or political messages of any kind for the duration of the Contests. A breach of this Clause may result in disqualification.

8. Indemnity

Each Artist shall indemnify and keep Asiavision indemnified from and against any and all loss, damage, claims and costs (including costs on a full indemnity basis) suffered and/or incurred by Asiavision as a result of the Artist's breach of any of the Terms and Conditions.

9. Exclusive Agreements

9.1 Any Artist who, from the date of this Application Form to the conclusion of the Contests, is party to an exclusive recording agreement, exclusive publishing agreement, exclusive management agreement, exclusive agency agreement or other exclusive personal services contract in the entertainment industry or any other contractual arrangement which may prevent him/her from signing to an exclusive recording, publishing, management, merchandising, agency or other personal services agreement with Asiavision is not eligible to enter into the Contests.

9.2 Asiavision shall have the first right and option to sign on any Artist, whether as individuals or as a Group, to an exclusive recording agreement, exclusive publishing agreement, exclusive management agreement, exclusive agency agreement or other exclusive personal services contract in the entertainment industry or any other contractual arrangement managed by Asiavision.

10. Miscellaneous

10.1 All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or by telefax addressed to the intended recipient thereof at its address or telefax number set out below (or to such other address or telefax number as any Party may from time to time notify the other Party). Any such notice, demand or communication shall be deemed to have been duly served on and received by the addressee:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by prepaid registered post, within five (5) days of despatch; or
- (c) if transmitted by way of telefax, at the time of transmission.

In proving the giving of a notice or any other document, it shall be sufficient to show:

- (i) in the case of registered post, that the notice or other document was contained in an envelope which was duly addressed and posted; or
- (ii) in the case of telefax that the telefax transmission was duly transmitted from the despatching terminal as evidence by a transmission report generated by the transmitting equipment.

The O-vation Group
PO Box 198
CHESTER HILL NSW 2162 AUSTRALIA
Fax No: (02) 8004 9064
Attn: Our Sound Australian Song Selection

10.2 No third party shall have any rights to enforce any of the provisions against Asiavision under the Contracts (Rights of Third Party) Act of the Republic of Singapore or any other laws throughout the world conferring rights on third parties.

10.3 The Terms shall be governed by and constructed in accordance with Singapore Law. Each Artist irrevocably submits to the exclusive jurisdiction of the courts of the Republic of Singapore.