



TERMS AND CONDITIONS – 2019 SIREN AWARDS (“Siren Awards”)

1. General

These Terms and Conditions govern the rules under which the Siren Awards 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 Limited (“**Commercial Radio Australia**” or “**CRA**”).

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

Commercial Radio Australia accepts no responsibility or liability for late, lost (including through technical malfunctions) or misdirected entries. 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 may extend the time for or terminate the Siren Awards at any time and for any reason in its sole discretion. In the event of termination, Commercial Radio Australia may elect not to award any prize in respect of the terminated Siren Awards.

The Siren Awards rules (including these Terms and Conditions) may be varied by Commercial Radio Australia at any time. CRA accepts no responsibility for and will not be liable because of any reliance placed on the Siren Awards rules before they were varied.

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.

2. Eligibility Criteria

Entry into the 2019 Siren Awards is free and is open to anyone in the advertising or commercial radio industries in Australia who has produced or created radio advertisements in Australia, which were first broadcast on an Australian commercial radio station.

Judging will take place in a series of rounds leading up to the judging and awarding of the annual prizes.

The Siren Awards are run by Commercial Radio Australia. All entries must meet the following additional criteria:

- (i) All Single and Campaign category entries must be eligible for the 2019 Cannes Lions Radio Awards and must comply with the terms and conditions for the 2019 Cannes Lions Radio Awards.

- (ii) Any advertisement entered in a particular round must have been broadcast on at least one Australian commercial radio station within the specified dates for that round. The dates for each round (referred to below as the “**Eligibility Period**”) will be published on the 'About Siren' section of the Siren website.
- (iii) This requirement applies to all categories except the Audio Innovation category. Any advertisement entered into a particular round will only be eligible for judging for that round if the advertisement will be or has been broadcast on one or more Australian commercial radio station at least 10 paid times during the applicable **Eligibility Period**. You must provide evidence (e.g. a post campaign report) confirming this.
- (iv) Any advertisement entered into a particular round in the **Audio Innovation** category will only be eligible for judging for that round if the advertisement will be or has been broadcast on one or more Australian commercial radio stations at least once during the applicable **Eligibility Period**. You must provide evidence (e.g. a campaign report) confirming this.
- (v) All Radio entries submitted must be designed for transmission, and must have been transmitted **for the first time**, between **1 March 2018 and 28 February 2019**.
- (vi) Only one party may enter an advertisement into each category, i.e. Agency or Production Company.
- (vii) In the event that the same advertisement is submitted into one or more categories by two different entrants, only the first entry will be accepted. If different parts of the same campaign are submitted by both the production company and the advertising agency, the first company to enter will be entitled to choose whether to enter the whole campaign.
- (viii) All entries submitted must have been created within the context of a normal paying contract with a client, except in the case of self promotion and non profit organisations.
- (ix) Commercial Radio Australia reserves the right to move entries to more appropriate categories.
- (x) The entrant must ensure that it is entitled to enter the advertisement in the Sirens Awards and has obtained all necessary third party consents. In particular, the entry must not breach any third party’s intellectual property rights.**
- (xi) The entrant must ensure that it is capable of granting the rights to Commercial Radio Australia that are listed in section 7 below.**
- (xii) The entrant must ensure that the commissioning client has the rights to use the intellectual property of the brand advertised. Entries cannot be made without the prior permission of the owner of the rights of the advertisement.
- (xiii) All entries must be submitted for judging exactly as aired and may not be modified in any way for entry to the Sirens Awards.
- (xiv) Director’s cuts, spec ads and conceptual advertising are not eligible.
- (xv) The entry must be submitted in accordance with these terms and conditions and the requirements set out on the Siren website.
- (xvi) The advertisement must not infringe any Australian statute, regulation or code of practice.

Please carefully check the credits you have entered on your application form. If you are Highly Commended or a winner, these credits will be published on our website exactly as you have typed them on the entry form. Any certificates or trophies will be inscribed with the credits as you typed them on the entry form.

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 Siren Awards if the entry is found to be ineligible or otherwise in breach of these terms and conditions.

Commercial Radio Australia may reject incomplete, invalid, ineligible or late entries in its sole discretion.

3. Categories of Awards

The categories that you may enter your advertisement in are as follows:

- **Single entry**– for a single radio advertisement;
- **Campaign entry**– for no less than three different advertisements that form part of the same campaign;
- **Craft entry**– for sound engineering excellence in commercial radio advertising; and
- **Audio Innovation** – for innovative branded audio content and promotions.

The 2019 Siren Awards will also include the **Siren Client Award**.

4. Submitting your entry

You can only enter the Siren Awards by:

- (i) fully completing the online form on the Siren website; and
- (ii) submitting a script and an audio file of the relevant advertisement (referred to below as “**your entry**”). In the case of advertisements entered under the Craft Entry category, only the audio file is necessary.
 - a. **Audio material must be submitted as MP3 files at 256 kbps/sec, 16 bit stereo**, the general standard for sending commercials to radio stations. This will ensure that the sound quality of each spot is fairly represented.
 - b. All entrants must submit **a full and accurate script for each advert entered**. Please note that these scripts will be read by the Judging Panel, and must be provided accurately and in full. The script(s) must be **exact transcriptions** of the original ad(s). Commercial Radio Australia reserves the right to edit any scripts which are not exact reproductions of the audio file(s) provided. Alternatively, you may be asked to resupply the script.

If you fail to comply with all these requirements (including providing your entry in the requested format), your entry will be invalid and will not be eligible for the Siren Awards.

You may enter each advertisement in one or more of the three categories, provided that you complete a separate entry form for each different category. You may enter as many different advertisements that meet the Eligibility Criteria as you wish.

Each advertisement or campaign may only be entered once in each category. The only exception to this is if Commercial Radio Australia, in its sole discretion, decides to run a ‘**Final Call**’, when entrants are given the chance to submit work previously not entered in the 2019 Siren Awards, or to re-enter work that did not win any of rounds 1 to 5 and was not Highly Commended (see 5.1 below) in any of rounds 1 to 5, provided that such work fulfils the eligibility criteria.

Submissions for the 2019 Siren Awards will take place in 5 rounds as follows:

- Round 1 : 1 March – 5 May 2018
- Round 2 : 6 May – 7 July 2018
- Round 3 : 8 July – 8 September 2018
- Round 4 : 9 September – 10 November 2018
- Round 5 : 11 November 2018 – 9 February 2019

If a Final Call is run it will be open for entries from 11 February - 28 February 2019. The Eligibility Period for Final Call runs from 1 March 2017 to 28 February 2019.

Commercial Radio Australia and the judges may decide at their sole discretion to include an additional round through which further entries to the 2019 Siren Awards may be accepted.

5. Judging

The judging panels will be selected by Commercial Radio Australia in its sole discretion and may include individuals from agency creative directors, previous Sirens Overall and Category Round Winners, Siren Creative Council, Commercial Radio Australia and commissioning clients.

Siren Creative Council members do not judge their own work in the Siren Awards.

The names of all winners will be published on the Sirens website.

5.1. Judging of the 2019 Siren Awards

After the close of each round, judges will, in their sole discretion:

- Choose a round winner from each category (**Category Round Winner**).
- Choose an overall round winner from the single and campaign Category Round Winners (**Overall Round Winner**).
- The judges may (in their sole discretion) also choose one or more entries to be Highly Commended (**Highly Commended**).

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 has become ineligible, the judges reserve the right to conduct further judging as necessary to find a winner.

5.2. Final Call

Final Call may be held at the sole discretion of Commercial Radio Australia.

In the Final Call, entrants are given the chance to submit work previously not entered in the 2019 Siren Awards, or to re-enter work that did not win any of rounds 1 to 5 and was not Highly Commended in any of rounds 1 to 5, provided that such work fulfils the eligibility criteria.

The top scoring Final Call entries will proceed to the Finalist Judging.

Top scoring Final Call entrants must provide further supporting documentation to show when the relevant advertisement or advertisements were broadcast, upon the request of Commercial Radio Australia.

Final Call entries are ineligible for the Siren Client Award.

5.3. Finalist Judging of the 2019 Siren Awards

The judging panel will publish on the Siren website a list of Finalists.

After the close of the rounds, the judging panel will consider the Category Round Winners, Overall Round Winners and Top scoring Final Call entries for the Silver and Gold Siren awards and will choose the following:

- a final winner from the Single Entry category;
- a final winner from the Campaign Entry category;

- a final winner from the Craft Entry category; and
- a final winner from the Audio Innovation category

These are referred to as the “**Silver Siren Winners**”.

Out of the Silver Siren Winners for the Single and Campaign Categories, one will be selected as the overall winner of the 2019 Siren Awards. This is referred to as the “**Gold Siren Winner**”.

5.4. Siren Client Award

The Siren Client Award will be won by one of the five Overall Round Winners.

The judging panel may include clients who commissioned the winning advertisements from previous Siren Awards.

6. Prizes

(a) Category Winners and Highly Commended Entries

If your entry is selected as a Category Winner or Highly Commended Entry your entry will be uploaded onto the Siren website and may be used by us in accordance with the licence below.

(b) Category Round Winners

The Overall Round Winners for each round will be given an opportunity to design the call for entries (Electronic Direct Mail (**EDM**)) in the following round.

The Category Round Winners from the Single and Campaign Categories will proceed to the next stage, to be considered for the Overall Round Winner.

(c) Silver Siren Winners

The Single and Campaign Silver Siren Winners receive a silver trophy and proceed to the final stage, to be considered for the Gold Siren Award.

(d) Gold Siren Winner

The Gold Siren Winner will receive a gold trophy and the following:

- a return air trip (economy fare) for 2 people and 2 four day passes to the 2019 Cannes Lions International Advertising Festival from any capital city in Australia and 4 nights twin share accommodation at a hotel chosen by Commercial Radio Australia in Cannes. The prize does not include spending money, meals or any other expenses.

The Client of the Gold Siren Winner will receive the following:

- a return air trip (economy fare) for 1 person and 1 four day pass to the 2019 Cannes Lions International Advertising Festival from any capital city in Australia and 4 nights accommodation at a hotel chosen by Commercial Radio Australia in Cannes. The prize does not include spending money, meals or any other expenses.

(e) Siren Client Award

The prize for winning the Siren Client Award will be the sum of \$5,000.

Prizes will be awarded at the sole discretion of Commercial Radio Australia.

Commercial Radio Australia takes no responsibility and has no liability for any refusal by Cannes Lions to accept entries into the Cannes Lions Radio Award for any reason.

Any prizes won in the Siren Awards 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.

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.

Commercial Radio Australia, its officers, employees, servants, agents, affiliates, sponsors and representatives are not responsible for defective prizes or misuse of any prize, or for any claims, liability, loss or damage (whether foreseeable or not) arising out of or in connection with the Siren Awards, whether caused by the negligence of any of the aforementioned or not.

If a specified prize becomes unavailable, Commercial Radio Australia may substitute a replacement prize in its absolute discretion.

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 taxes, travel and accommodation expenses, incurred as a result of a prize being awarded or received or in any other way related to the Siren Awards.

7. Rights that you give to Commercial Radio Australia

Commercial Radio Australia will publish details relating to the advertisements submitted by the Highly Commended entrants, Category Round Winners, Overall Round Winners, Silver Siren Winners, Gold Siren Winners and Siren Client Award Winner on the Siren website. These details may include the names of those involved in creating and producing the advertisement, together with details of the agency, client, writer and director.

Commercial Radio Australia will also make the advertisements submitted by the Highly Commended entrants, Category Round Winners, Overall Round Winners, Silver Siren Winners, Gold Siren Winners and Siren Client Award Winner available to the public online.

Commercial Radio Australia may also, at its sole discretion, otherwise cause the winning entries to be shown to the public for purposes related to the Siren Awards.

By submitting your entry in the Siren Awards, you will be giving Commercial Radio Australia a perpetual, non-exclusive, royalty-free licence to:

- (a) make a sound or audio visual recording embodying your entry and to make copies of that recording and the accompanying script and to distribute those copies to members of the public for purposes related to the Siren Awards;
- (b) communicate or otherwise make your entry accessible to the public from the Siren Website; or
- (c) otherwise communicate or perform your entry to the public for purposes related to the Siren Awards.

This licence from you includes the right for Commercial Radio Australia to reproduce your entry as may be necessary to exercise the rights you have licensed to us.

8. Media and Promotional Activities

By participating in the Siren Awards, you agree to participate in any media or promotional activities selected by Commercial Radio Australia in its absolute discretion and in such activities you agree to:

- express a positive view of Commercial Radio Australia and the Siren Awards; and
- refrain from expressing a negative or disparaging view of Commercial Radio Australia and the Siren Awards.

By entering the Siren Awards, you agree that Commercial Radio Australia and any party authorised by Commercial Radio Australia may record, broadcast, transmit and publish in any format (including but not limited to written, audio, visual, digital and electronic formats) any aspect of the Siren Award, including:

- your name and personal details;
- your participation in the Siren Award;
- your entry in the Siren Award;
- 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 Siren Awards;
- any promotional activities undertaken with respect to the Siren Awards; and
- any other activities pursuant to or in connection with the Siren Awards.

9. Relationship between you and us

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

10. Your warranties to Commercial Radio Australia

In addition to submitting your entry into the Siren Awards, you make the following legally binding promises to Commercial Radio Australia:

- (a) that you have all the necessary rights to submit your entry into the Siren Awards and to grant Commercial Radio Australia the rights to publish or communicate your entry to the public as set out above;
- (b) that our use of your entry for the purposes of the Siren Awards and related purposes, including making your entry available for public access from the Siren website will not infringe any third party's intellectual property rights or any other proprietary rights;
- (c) that your entry does not contain any content that is defamatory or which contravenes any applicable law including (but not limited to) 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.
- (d) that any information that you submit with your entry is current and accurate and not in way fraudulent, false, or misleading; and
- (e) that any information that you submit via the Siren website does not contain any viruses or other malicious computer programs that may damage, modify or delete any of the information on the Siren website or affect the proper operation of the Siren website.

11. Your indemnity

You agree to release and indemnify and hold harmless, Commercial Radio Australia, its officers, directors, employees, agents and contractors from and against all losses, damages, costs, expenses and claims which may be suffered or incurred by you as a result of or in connection with your use of

the Siren website, your entry in the Siren Awards and your use of Commercial Radio Australia's services.

12. Miscellaneous

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.

To the extent permitted by law, we 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 Sirens Awards, 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.

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.

These Terms and Conditions are governed by the laws of New South Wales and in entering the Siren Awards you irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.