

NOISY GIVEAWAY

Official Rules, Terms & Conditions, and Eligibility requirements

Updated: 2.08.2022

Noisy Giveaway's goal is to bring Sydney's creatives together. It is about visual creators connecting with the music industry, bands, songwriters and producers to create together, boost networking and collaboration opportunities. The Giveaway is a chance for musicians, bands and producers to win a unique prize bundle consisting of a music video, photoshoot and venue hire time. All that to help them kick-off or boost their career!

Essential glossary ¹:

The Sponsor – the sponsor is the Giveaway organiser and administrator who manages the whole process and delivers the prize to the winner

The Partners – the Sponsor's partners who are involved in delivering the prize to the winner

The Giveaway – the giveaway organised by the Sponsor which provides a chance to win the Prize

The Prize – the service bundle sponsored by the Sponsor and the Partners

The Winner – a person who a) is eligible to enter the Giveaway, b) enters the Giveaway following all the required steps c) is randomly chosen under the Sponsor's supervision

1. Eligibility

Noisy Giveaway ("Giveaway") is open to the legal residents of Sydney Metropolitan Area, New South Wales, Australia who enter via https://www.instagram.com/p/CgLKpN3Bnd2/?utm_source=ig_web_copy_link . Entrants must be 18+ years old as of their date of entry in this Giveaway in order to qualify. This Giveaway is subject to federal, state, and local laws and regulations and void where prohibited by law. Entrants can enter only on Instagram, using their private or business accounts. Fake Instagram accounts will be identified and disqualified. Noisy Creations' ("Sponsor") employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an

¹ All the detailed definitions are given below in the Official Rules

Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the Noisy Giveaway.

2. Sponsorship

The Sponsor is Noisy Creations ("Sponsor"), located at 174 Goulburn Street, Surry Hills 2010. The Sponsor will conduct the Giveaway substantially as described in these Official Rules.

3. Agreement to Rules

By entering this Giveaway, the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Giveaway the You represents and warrants that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this Giveaway.

4. Noisy Giveaway Entry Period

The Giveaway begins on 19.07.2022 at 11:00 a.m. AEST and ends on 16.08.2022 at 11:59 pm AEST ("Entry Period"). To be eligible for the Giveaway, entries must be received within the specified Entry Period.

5. How to Enter

Eligible entrants can enter the Noisy Giveaway following the steps listed below:

- a) Go to the Giveaway's official Instagram post, available at:
https://www.instagram.com/p/CgLKpN3Bnd2/?utm_source=ig_web_copy_link
- b) Follow the Instagram accounts of the Sponsor and the Partners:
 - Noisy Creations**: @_noisy_creations_
https://www.instagram.com/_noisy_creations/
 - Hamoodly Films**: @hamoodlyfilms
<https://www.instagram.com/hamoodlyfilms/>
 - Cesar Echeverri** (Cae2 Productions): @cesar_cae2
https://www.instagram.com/cesar_cae2/
 - Woodburn Creatives**: @woodburncreatives
<https://www.instagram.com/woodburncreatives/>

- c) Comment on the Giveaway's official Instagram post **including at least 1 hashtag** that describes your music and **tag 3 other instagram accounts who are also musicians or producers**

The hashtag and the tags mentioned in point 5.c) must be included in one comment. Posting the comment multiple times will not increase one participant's chance to win the prize. Each participant can enter the Giveaway only once.

As a participant, your entry must fully meet all Giveaway requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion.

6. Prize

The Winner of the Noisy Giveaway (the "Winner") will receive the prize consisting of:

- Music video production package worth of A\$2000 ² offered by Noisy Creations (The Sponsor) and Hamoodly Films (The Partner)
- Professional photoshoot package worth of A\$1000 ³ offered by Cesar Echeverri (Cae2 Productions)
- A full-day shoot venue hire worth of A\$500 ⁴ offered by Woodburn Creatives

² **The music video production package includes:** a) a concept, shooting and post-production of a **music video or a live performance recording** (subject to the Winner's decision) of the Winner and the Winner's band [if applicable] b) videographers' fee c) equipment consisting of two (2) cameras, gimbals & accessories, basic lighting equipment, and a drone d) delivery of the video in a digital format to the Winner. All other costs that may occur not mentioned above hence exceeding the value of A\$2000 are to be covered by the Winner.

The music video production package does not include: any additional costs including **but not limited to:** a) space/venue rent other than offered by Woodburn Creatives b) additional actors' fees c) make-up d) additional equipment - other than mentioned above e) publication costs f) marketing costs g) adequate permissions or licences costs h) scenography i) any other production, legal or preparation costs not mentioned above. If the first concept draft proposed by the Sponsor and the Partners is not acceptable for the Winner due to the financial reasons, the Sponsor and the Partners will introduce an alternative concept with no additional (or limited to the Winner's indicated amount) costs for the Winner.

³ **Professional photoshoot package includes:** a) a **studio photoshoot or a live performance photoshoot** (subject to the Winner's decision) of the Winner and the Winner's band [if applicable] b) photographer's fee c) camera and other relevant accessories and equipment including basic lighting d) delivery of 30-50 photos in a digital format to the Winner. All other costs that may occur not mentioned above hence exceeding the value of A\$1000 are to be covered by the Winner.

Professional photoshoot package does not include: any additional costs including **but not limited to:** a) space/venue rent (other than offered by Woodburn Creatives) b) make-up c) additional equipment - other than mentioned above d) publication costs e) marketing costs f) adequate permissions or licences costs g) scenography h) any other production, legal or preparation costs not mentioned above.

⁴ **A full-day shoot venue hire includes:** a) a full-day (8 hours) rent of the venue managed by Woodburn Creatives and located at 82 Cope Street, Waterloo 2017, New South Wales (Venue pictures and details are available here: <https://www.woodburncreatives.com.au/hire-spaces/p/studio-a2-hhs4k-5t5h8>) b) access and usage of the venue during on the agreed date and time by up to 25 people. All other costs that may occur not mentioned above hence exceeding the value of A\$500 are to be covered by the Winner.

A full-day shoot venue hire does not include: a) Optional Extras listed on: <https://www.woodburncreatives.com.au/price-guide>. If the Winner wishes to use the Optional Extras, the cost is to be covered by the Winner.

The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer the assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name (Instagram account name) for purposes of advertising and trade without further compensation unless prohibited by law.

The Prize needs to be utilised within 12 months of the Winner selection and the end of the Giveaway. The exact dates of executing the video, photoshoot and recording session are subject to additional agreement between the Winner and the Sponsor.

Once all parts of the prize are executed, produced and delivered to the Winner, the Winner is entitled to use and publish the video, music and photos produced within the prize execution according to their will. The Winner is obliged to tag and credit the Sponsor and Partners in each and all channels where the video, music and photos are published. The Sponsor and the Partners are entitled to use and publish the video, music and photos produced within the prize execution according to their will, including but not limited to adding the work to their portfolio, posting on official websites or social media.

The Sponsor is not responsible for the failure of the Partners' declared services execution and will not reimburse any costs nor provide any services to cover their part of the prize.

7. Odds

The total number of eligible entries received determines the odds of winning.

8. Selection and Notification of the Winner

The Winner will be selected by a random drawing under the supervision of the Sponsor. The Sponsor will notify the Winner on Instagram in a private message within 2 days following Winner's selection. The Winner's Instagram account name will also be posted on The Sponsor's Instagram accounts and the Giveaway's official website. The Sponsor is not responsible for nor shall have no liability for Winner's failure to receive notices due to Instagram security settings that may cause notifications to be marked as spam. Nor shall the Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact

information. If the Winner 1) fails to claim the prize within 5 days from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize (offered in the Noisy Giveaway) by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. If The Winner violates any of these official rules, The Winner (at the Sponsor's sole discretion) will be disqualified, and all privileges as winner will be immediately terminated.

9. Rights Granted by You

By submitting an entry into this Giveaway, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the Noisy Giveaway, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

10. Terms & Conditions

In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Noisy Giveaway should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Noisy Giveaway. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Noisy Giveaway or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Noisy Giveaway, to void entries for any reason, including, but not limited to: identify any disallowed entry methods that will result in entries being voided; examples: multiple entries from the same user; multiple entries from the same computer beyond the number allowed by the Giveaway rules; or the use of bots, macros, scripts, or other technical means for entering. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the Noisy Giveaway may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

11. Limitation of Liability

Your entry into this Giveaway constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Giveaway and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorised intervention in any part of the entry process or the Giveaway; 5) electronic error or human error in the Giveaway administration or the processing of entries.

12. Disputes.

This Giveaway is governed by the laws of Australia and New South Wales, without respect to conflict of law doctrines. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Giveaway, they shall be individually resolved exclusively before a court located in New South Wales having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Giveaway). The participant waives all rights to have damages multiplied or increased.

13. Privacy Policy

Information submitted with an entry is subject to the Privacy Policy stated on the Noisy Creations website. Click here

<https://www.noisycreations.com/privacy-policy> to read the Privacy Policy.

15. Statement of Release

Per Instagram rules, this Giveaway is in no way sponsored, administered, or associated with Instagram, Inc. By entering, entrants confirm that they are 13+ years of age, release Instagram of responsibility, and agree to Instagram's terms of use.

16. By entering the Giveaway, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.