



## Terms and Conditions 2024 Australian Poetry Slam to accompany Slam Rules

The Terms and Conditions relate to prize winners, finalists and competition participants. Participation in the 2024 Australian Poetry Slam (the **Competition**) is deemed acceptance of these Terms and Conditions and all entrants must comply with the Terms and Conditions and Rules. Rules are found here: <https://www.australianpoetryslam.com/rules>

1. The Competition is organised by the International Performing Writers Association trading as Word Travels, NSW ABN 29625047671 (**Word Travels**), in cooperation with writers' festivals, libraries, venues and sponsors associated with the Australian Poetry Slam (**Affiliates**).
2. Participants in the Competition under 18 years of age must have written consent from a parent or legal guardian to advance to State and National Finals.
3. Employees or partners of Word Travels and Affiliates and their immediate families are not eligible to enter the Competition.
4. The Competition commences on 1 March 2024 at 9.00am AEST. The Competition ends on December 31st 2024 at 11:59pm AEST.
5. Participants in the Competition agree not to sub-contract their appearances to any third party, without the prior written consent of Word Travels. Word Travels may give or withhold consent with or without conditions, at its sole and absolute discretion.
6. Participants agree not to use access to knowledge of Word Travels including Competition budgets, artist contacts, staff contacts, stakeholder relationships or any other professional knowledge of Word Travels to present/accept independent and/or competitive proposals to/from Word Travels, Affiliates and/or other Competition stakeholders. No confidential information gained is to be used for the intended or probable detriment of Word Travels.
7. Any third-party offers to Participants in Competition heats, state finals or national finals during the term of the competition will be referred back to Word Travels for negotiation with the Participant on a case by case basis.
8. Word Travels will be made aware of all events and opportunities offered to the winner of the Competition. Use of the term "Australian Poetry Slam" and "Australian Poetry Slam Champion" in relation to third-party events and opportunities is subject to approval by Word Travels. All independent offers made to the Australian Poetry Slam Champion will be referred back to Word Travels for negotiation on a case by case basis.
9. Participants in the Competition cannot set up independent poetry slam events without the consent of Word Travels. The title "Australian Poetry Slam Champion" can only be used by the winner of the Competition with the consent of Word Travels. If consent is given, participants must acknowledge Word Travels and the Australian Poetry Slam in marketing and publicity material by including the words "inspired by Word Travels' Australian Poetry Slam" together with the Word Travels and/or Australian Poetry Slam logos.

10. Subject to paragraphs 11 and 13, the First Prize awarded to the highest scoring performer after two rounds at the National Final of the Competition (the **APS Champion**) will include:
  - a. Publication of winning poem/s in video, audio and print form;
  - b. Two-week residency, subject to availability;
  - c. Mentorship and training for 12 months;
  - d. Paid professional opportunities in 2025, subject to availability;
  - e. Festival appearances procured by Word Travels at its sole discretion.
11. The APS Champion must be an Australian resident. If the APS Champion resides outside Australia, they will receive a prize of \$500 (the **APS International Prize**). If the APS Champion resides in Australia, the APS International Prize will not be awarded. International finalists are not eligible for other prizes.
12. The APS Champion agrees, at Word Travels' request, to participate in promotional activity regarding their win and consent to their name, image, writing or performance being used in promotional material.
13. A cash prize of up to \$500 may be awarded if the APS Champion is under 18 (the **APS Youth Prize**). If there is no APS Champion under 18, the APS Youth Prize will not be awarded. National Finalists under 18 will not be eligible for Writer's Festival Tours.
14. The prize awarded to the second-highest scoring Participant in the National Final of the Competition is a cash prize of \$500 (the **National Second Prize**). Word Travels will use its reasonable efforts to procure paid professional opportunities in 2025 for the winner of the National Second Prize, subject to availability and any restrictions (including restrictions relating to COVID-19).
15. Finalists at each State level of the Competition may be awarded \$500 for first place and \$100 for second place, at Word Travels' discretion. State and territory cash prizes are based on funding available subject to applications submitted by Affiliates and other third parties. If adequate funding is not secured, State finalists will be offered a place in the Competition's National Final but without a cash prize.
16. The APS Champion, National Second Prize winner and any APS Youth Prize or APS International Prize winner will be announced at the close of the Australian Poetry Slam National Final in 2024. Winners will also be emailed and their win will be published on [www.australianpoetryslam.com](http://www.australianpoetryslam.com) by December 2024.
17. Word Travels will not be liable for any loss (including without limitation, indirect, consequential or indirect loss), cost or damage, personal injury or death which is suffered (whether or not due to the negligence of any person) in connection with entering this competition or using the prize, except any liability which cannot be excluded by law (and if so, that liability is limited to the minimum allowable by law).
18. Competition prizes are non-negotiable, non-transferable and cannot be redeemed for cash or exchanged. If a winner does not take any or part of the prize at the time set by Word Travels, the winner will forfeit that part to the next highest scoring performer in their respective State final and at the Australian Poetry Slam National Final. Word Travels accepts no responsibility for changes in prize value.
19. Prizes may be offered to the highest scoring participants and second highest scoring participants at their respective State finals and at the Competition's National Final. Prize winners must claim acceptance of the prize on the night, otherwise the winner will forfeit the prize to the next highest scoring participant. The Australian Poetry Slam National Final will be held in Sydney and Online, as published on [www.australiapoetryslam.com](http://www.australiapoetryslam.com).
20. Word Travels may cancel, suspend or vary the Competition for any reason and at any time, at its sole discretion.

21. Word Travels reserves the right at its sole discretion and at any time, to verify the validity of entries and entrants (including an entrant's identity) and to disqualify, before or after a Prize is awarded, any Participant who submits or performs an entry that is not in accordance with the Slam Rules, these Terms and Conditions as well as Word Travels policies as published at Word Travels' website [www.wordtravels.info](http://www.wordtravels.info) from time to time, including Word Travels' Diversity Policy, or who interferes with or fails to comply with the Competition entry process. Failure by Word Travels to enforce any of its rights at any stage does not constitute a waiver of those rights. If a Participant is disqualified from the Competition, they are not entitled to claim or participate in any prizes.
22. Word Travels is committed to encouraging and supporting diversity and does not permit or condone discriminatory content or behaviour in any of its programs including the Competition. Participants who perform works that Word Travels considers, in its sole discretion, to be inconsistent with the letter and spirit of the Word Travels Diversity Policy will be disqualified from the Competition.
23. By participating in the Competition, Participants consent to the collection of their personal information (including their name, age, contact details, image, writing and performance) by Word Travels and any Affiliates, who may use this information, or disclose it to other organisations that may use it, in connection with the Competition.
24. Word Travels and any Affiliates have the right to publicise the names, characters, likenesses, writing or voices of any Participants for any promotion or matter incidental to the competition.
25. Participants may also be required to participate in photo, recording, video and/or film session(s) and acknowledge that Word Travels and any Affiliates have the right to use such materials in any medium and in any reasonable manner they see fit.
26. By entering the Competition all Participants:
  - a. Consent to Word Travels and any Affiliates making copies of the whole or any part of their entry;
  - b. Consent to Word Travels and any Affiliates holding all present and future copyright and all other rights to the recording of their performance and its contents and any publicity materials provided by the Participant in all media whether in existence now or created in the future for the purposes of promoting the Competition. If an opportunity for financial gain for Word Travels relates directly to the sale of a recording, performers will be contacted and offered a negotiable contract for extended use of the copyright;
  - c. Undertake to Word Travels and its Affiliates that their entry is not in breach of any third party intellectual property rights, including copyright.
  - d. Consent to Word Travels and any Affiliates using the Participant's copyright in their performance, including any underlying literary work, for the purpose of running and / or promoting the Competition.
  - e. Confirm that they will abide by these Terms and Conditions, the Slam Rules, and Word Travels policies as published on [www.wordtravels.info](http://www.wordtravels.info) and [www.australiapoetryslam.com](http://www.australiapoetryslam.com) from time to time, including Word Travels' Diversity Policy.
27. Subject to paragraph 26.b, Participants have a non-exclusive right to use the recording of their performance and its contents and any publicity materials provided by the Participant in all media.
28. If the content of any Participant's performance, or a Participant's conduct while participating in the Competition is deemed by Word Travels, in its sole discretion, to be discriminatory or offensive, the Participant's participation in the competition will be terminated. Word Travels reserves the right to exclude any persons from participating in the Competition or participating in any prizes at its sole discretion.

29. Word Travels' decisions regarding the Competition, including the awarding of prizes and selection of winners, are final and cannot be contested. No correspondence or discussion will be entered into in this regard.
30. Obtaining time off work and/or study or related activities to participate in the Competition and any prizes will be the sole and absolute responsibility of each Participant.
31. Word Travels may terminate the Competition or vary its terms at any time at its sole discretion without liability to any Participant, Affiliate, or any other individual or entity.