

## **2025 BEST MUSIC FESTIVAL AWARD TERMS & CONDITIONS**

### **1. General**

- 1.1 These Terms & Conditions below, together with the [Best Music Festival Award Entry Criteria & Entry Form](#) (**Entry Form**) comprise the terms upon which Eligible Promoters may submit an entry into the 2025 ARIA Awards in the Best Music Festival Award category (the **BMF ARIA Award**).
- 1.2 Australian Recording Industry Association Ltd (ABN 72 002 692 944) (**ARIA**) will handle the entry process, judging, processing of entry payments and all other matters relating to the administration and presentation of the BMF ARIA Award.
- 1.3 All matters relating to the conditions of entry, voting and determinations, rulings and eligibility criteria are detailed in the Entry Form which is available here: <https://drive.google.com/file/d/1wbByMBHjVCjlovGzsumVjS2n30KAH1mv/view>. Any entries which do not meet the criteria or which breach these Terms and Conditions, may be excluded from consideration for the BMF ARIA Award.
- 1.4 By submitting an entry for the BMF ARIA Award, the Eligible Promoter and entrants agree to be bound by these Terms and Conditions and the [Entry Form](#).

### **2. Number of entries that may be submitted**

There is no limit to the number of entries that may be submitted by an Eligible Promoter. However, a fee of \$400 (GST excl) is payable for each entry that is submitted (**Entry Fee**). The Entry Fee is non-refundable unless ARIA cancels the BMF ARIA Award (see clause 5.4).

### **3. Closing Dates for Submission for Entries to the BMF ARIA Award**

An Eligible Promoter must submit an entry for the BMF ARIA Award in accordance with the deadlines published by ARIA. Late entries will not be accepted by ARIA. ARIA accepts no responsibility for late, lost or misdirected entries or any technical issues associated with the submission of an entry for the BMF ARIA Award.

### **4. Additional BMF ARIA Award Entry Conditions**

- 4.1 In order to submit entry into the BMF ARIA Award, the Eligible Promoter must follow the instructions on the [Entry Form](#) on the ARIA website and complete all required fields. Incomplete or non-compliant entries may not be accepted by ARIA.
- 4.2 The person submitting the entry on behalf of the Eligible Promoter confirms that:
  - (a) they are authorised to submit the entry on behalf of the Eligible Promoter and they will bind the Eligible Promoter to these Terms and Conditions;
  - (b) the information contained in the entry for the BMF ARIA Award is true and accurate;
  - (c) the entry for the BMF ARIA Award does not contain any defamatory content and does not infringe the intellectual property rights or privacy of any person; and
  - (d) if the Eligible Promoter is nominated for or wins the BMF ARIA Award, then a representative from the Eligible Promoter agrees to participate in any reasonable promotional activities related to the ARIA Awards and/or the BMF ARIA Award, without compensation.
- 4.3 If an Eligible Promoter submits an entry for the BMF ARIA Award, then it agrees that ARIA, ARIA's sponsors and ARIA's broadcast, streaming and media partners (**ARIA Partners**) are granted by the Eligible Promoter, a non-exclusive, royalty free perpetual licence to use, modify, reproduce, broadcast and communicate the collateral submitted as part of the entry, in connection with the ARIA Awards nominations, ARIA Awards voting, the ARIA Awards event, the ARIA Awards program (including pre-show/red carpet) and for promotion and marketing of the ARIA Awards only across any media or platform worldwide. The Eligible Promoter confirm that it holds all necessary rights to enable the collateral to be used by ARIA and the ARIA Partners for such purposes and that the use of the collateral by ARIA and the ARIA Partners will not infringe the rights of any person. It is the Eligible Promoter's obligation to obtain permission from the relevant third parties to enable ARIA (and the ARIA Partners) to use the entry as detailed. The Eligible Promoter indemnifies ARIA for any breach of this condition by the Eligible Promoter.

- 4.4 Supporting materials may be requested from an Eligible Promoter to enable consideration of an entry for the BMF ARIA Award. Submission of those materials may be subject to additional terms and conditions as indicated by ARIA.

## **5. Entry Fee and Payments**

- 5.1 Once an entry has been submitted via the Entry Form, ARIA will review the entry and if accepted for consideration, ARIA will issue the Eligible Promoter with an invoice for the Entry Fee as applicable.
- 5.2 ARIA does not accept cash payments or payments by credit card. The Eligible Promoter must pay the Entry Fee using one of the methods specified on the invoice from ARIA.
- 5.3 An Eligible Promoter will not be eligible for consideration for the BMF ARIA Award until payment of the Entry Fee has been received in full by ARIA.
- 5.4 The Entry Fee will only be refundable (on a pro-rata basis) if the BMF ARIA Award is cancelled or does not proceed in 2025. ARIA will not offer any refunds in any other circumstances. If the BMF ARIA Award is cancelled or does not proceed in 2025, then in such circumstances, the refund of the Entry Fee will be issued to the Eligible Promoter via the same means of payment that was used by the Eligible Promoter to make the payment. Proof of payment may be required. ARIA may require additional information, such as banking details, to process the refund. If the necessary information is not provided, ARIA may not be able to process the refund.

## **6. Privacy**

Personal information collected as a result of submitting an entry or making any payments to ARIA will be handled in accordance with the [Best Music Festival Privacy Collection Statement](#) and [ARIA Privacy Policy](#). ARIA will collect personal information for the purpose of administering, producing, promoting and communicating the BMF ARIA Award, the ARIA Awards and associated content. Personal information supplied as a part of the BMF ARIA Award entry process may also be used for the purpose of judging, voting and announcement the winner of the BMF ARIA Award and shared with third parties who assist ARIA with these processes and activities. Each Eligible Promoter should review these policies for more information about what personal information is collected, how it used, disclosed and stored, and who you can contact for further information or to make a complaint.

## **7. General**

- 7.1 If you do not agree with these Terms and Conditions, the [Entry Form](#), or if you cannot comply with it, then you must not submit an entry for the BMF ARIA Award.
- 7.2 If, for any reason, ARIA is unable to award or present the BMF ARIA Award as planned due to causes beyond ARIA's control, then ARIA reserves the right, at its sole discretion, to cancel, modify or suspend the BMF ARIA Award. Unless required by law and subject to clause 5.4, ARIA will not be liable for any losses or costs incurred by an Eligible Promoter or any other person as a result of the cancellation of the BMF ARIA Award.
- 7.3 If you have any questions, please email ARIA at: [Awards@aria.com.au](mailto:Awards@aria.com.au) or via telephone at: + 61 2 8569 1144.