

# 2023 Australian Commercial Radio & Audio Awards

## ENTRY TERMS & CONDITIONS

The Entry Terms & Conditions below together with any relevant instructions appearing on the entry form comprise the terms on which entry into and judging of the Australian Commercial Radio & Audio Awards (the **ACRA Awards**) will be conducted.

**IMPORTANT** – Please read all Entry Terms & Conditions, and the instructions on the relevant entry forms carefully as they may have changed since last year.

### ELIGIBILITY

The ACRA Awards are produced by Commercial Radio & Audio (**CRA**) and are only open to:

- (i) Australian commercial radio stations that are members of Commercial Radio & Audio;
- (ii) relevant staff of those stations; and
- (iii) third parties that produced a program(s) for Australian commercial radio broadcasters that were broadcast during the Eligible Period (see below).

Any commercial radio programs entered into the 2023 ACRA Awards must have been broadcast between 1 April 2022 and 31 March 2023 (**'Eligible Period'**) with the exception of the Best Station Sales Achievement, Best Agency Salesperson and Best Direct Salesperson categories.

Entries for the Best Station Sales Achievement, Best Agency Salesperson and Best Direct Salesperson categories will be judged on the calendar year 1 January 2021 to 31 December 2022.

**Entries which do not meet all the eligibility criteria, or which otherwise breach these terms and conditions, including those that are not completed correctly, may be deemed ineligible or disqualified at CRA's sole discretion at any time, prior to, during or after the ACRA Awards.**

### CATEGORIES OF AWARDS

Different categories of awards will be presented as part of the ACRA Awards including on-air awards and those for station management. Each of the categories of awards is described in detail on each of the entry forms. Please read these carefully to ensure that your entry is placed in the correct category.

In some cases, an award will be presented to Metropolitan, Provincial and Country or to Metropolitan and Non-metropolitan in a particular category. Please ensure that you select the relevant division where required and clearly identify the relevant station and its location. For the purposes of properly identifying your station, please include your official ACMA identity/call sign (e.g. 2SYD) as well as your On-Air I.D. (e.g. Nova 96.9).

When completing the entry form, use the names of individuals or teams exactly as they would appear on a finalist's certificate or winner's trophy – **PRINT CLEARLY** to ensure there are no mistakes – Commercial Radio Australia will not be responsible for incorrect spelling of names and will not reprint the trophy in the event of an error.

### CLOSING DATE FOR ENTRIES

All Entries must be received at the offices of Commercial Radio & Audio or lodged online by 11.59PM (AEST) on Wednesday 31<sup>st</sup> May 2023.

## **PERMISSION FOR USE OF ENTRIES**

Please note that an entry (including a promotion or advertisement submitted for judging and any client testimonial) may be used by Commercial Radio & Audio to promote the ACRA Awards, may be placed on Commercial Radio & Audio websites (including publicly accessible websites) or otherwise reproduced or communicated to the public and may be used by Commercial Radio & Audio for its general purposes, including to promote and market commercial radio.

Commercial Radio & Audio also intends to make an audio-visual recording of the ACRA awards ceremony, including entries showcased on the night and winners.

That audio-visual recording may be used or otherwise communicated to the public by Commercial Radio & Audio either contemporaneously or at a later date. Without limitation, Commercial Radio & Audio may make and distribute a DVD recording of the awards ceremony and upload the recording onto its website.

By entering the Annual Australian Commercial Radio & Audio Awards 2023, you grant Commercial Radio & Audio a perpetual, non exclusive licence to include any material supplied by you or featuring you (including audio or audio visual content) in such a recording and to use that recording as described above.

**By entering the competition, you warrant that you are able to and give Commercial Radio & Audio and its agents and contractors a non exclusive, perpetual licence to use the entry as detailed above. If you do not own all copyright in, or there are other restrictions on your right to use, any material included in your entry it is your responsibility to obtain permission from all relevant third parties for Commercial Radio & Audio to use the entry as described. This is a requirement of entry.**

You indemnify Commercial Radio & Audio against any breach of any warranty given by you under these terms and conditions.

## **WHO CAN SUBMIT AN ENTRY?**

Unless otherwise indicated on the entry forms, all entries must be made on behalf of the commercial radio station on which the relevant program originated or for whom the relevant individual/team works. Further, unless otherwise indicated, entries will not be accepted for judging unless they are made with the authority of the relevant station.

**By entering the competition you warrant that you have all necessary permissions, including from your station or company, to enter the awards.**

## **FORMAT OF ENTRIES**

The required format for all entries is described on the relevant entry forms. All entries must be made in accordance with those instructions including limits on the length of any audio programs that are submitted.

Audio entries should be exactly as broadcast and should match the criteria relating to that category. Any extra audio content should not be included unless it forms part of the relevant program (e.g. music beds under news bulletins). In that case, you should indicate this on the entry form to ensure your entry is not disadvantaged.

All entries are required to be completed in full and authorised by the relevant person in your network/company.

Commercial Radio & Audio may deem ineligible incomplete, incorrect, invalid or late entries in its sole discretion. Commercial Radio & Audio 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 Commercial Radio & Audio's database and not at time of transmission by the entrant.

Each audio piece must announce the name of the entrant and the station only at the start of the audio.

## **PRIZES**

Commercial Radio & Audio 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 an award or is a finalist in the ACRA's if he or she is found to be ineligible.

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

## **SUPPORTING DOCUMENTATION**

If supporting documentation is required and not provided, the relevant entry or entries may not be considered for judging. Supporting documentation must be limited to one page (except where otherwise agreed with Commercial Radio & Audio). Any extra documentation will not be submitted to the judges.

Please note that entrants are no longer required to submit Music Details Forms to support their entry.

To assist with photocopying for judging, do not staple or bind entries and please provide copies of any pamphlets or photos (not originals).

## **ENTRY FEE**

The correct entry fee must accompany each entry.

Payment is to be made by CREDIT CARD, CHEQUE or EFT as set out on the Entry Form/Tax Invoice. Please make cheques payable to COMMERCIAL RADIO & AUDIO LTD and indicate whether it is a station or individual payment as the station or individual paying the entry fee is the recipient of any trophies or certificates.

Entry fees will not be refundable in any circumstances.

You acknowledge and agree that all payments made by credit card will be hosted and processed by Stripe. For details on how your payment information will be processed and held, please refer to their website at: [Stripe Services Agreement - Australia](#)

## **JUDGING**

All judging will be conducted in a series of rounds by a panel of suitably qualified professionals selected by Commercial Radio & Audio from a wide cross-section of the commercial radio industry, advertising agencies, production houses and educational institutions.

Except where otherwise indicated, the judges will shortlist a number of entries as finalists for each award category. The overall winner or winners of that category will be selected from those finalists.

The decision of the judges will be final and no correspondence will be entered into. The judges reserve the right to select more than one winner for an award category or not to select any winner or finalists for a category if they feel the quality of the entries is inadequate.

### **ANNOUNCING WINNERS AND FINALISTS**

All finalists in each award category will be announced prior to the 32nd Annual Australian Commercial Radio & Audio. All finalists will receive a certificate bearing their name, and where applicable title of the entry, station and network.

All winners in each award category will be announced at the 34th Annual Australian Commercial Radio & Audio Awards. All winners will receive a ACRA Awards trophy bearing their name, and where applicable title of the entry, station and network.

### **YOUR LEGAL ACKNOWLEDGEMENT**

You acknowledge in entering the ACRA Awards that you have read, understood and agree to be legally bound by these terms and conditions.

You agree to indemnify Commercial Radio & Audio for any loss or damage it may suffer arising directly or indirectly from your entry in the ACRA Awards.

You acknowledge that Commercial Radio & Audio is not liable to you or any third party for any claims, loss or damage (whether foreseeable or not) arising out of or in connection with the ACRA Awards, whether caused by the negligence of Commercial Radio & Audio or not.

### **PRIVACY**

You acknowledge that in entering the ACRA Awards, you may be providing personal information. CRA will deal with any personal information received as part of the entry process in accordance with its privacy policy, which is available at: [CRA Privacy - Audio Unlimited \(commercialradio.com.au\)](http://commercialradio.com.au/privacy)

### **GENERAL**

Commercial Radio & Audio may extend any deadline or time limit, terminate the awards or vary the terms of entry at any time and for any reason in its sole discretion. In the event of termination, Commercial Radio & Audio may elect not to award any prize or award. It is a condition of entering the awards that you agree that you do not have any right to require the ACRA Awards to be conducted or conducted in any particular manner (including as described in these terms and conditions).

If, for any reason, the ACRA Awards are 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 & Audio which corrupts or affects the administration, security, fairness, or proper conduct of the ACRA Awards, then Commercial Radio & Audio reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the ACRA Awards.

### **FURTHER QUESTIONS**

If you have any questions, please e-mail the Events Team at Commercial Radio & Audio on [events@commercialradio.com.au](mailto:events@commercialradio.com.au) or call (02) 9281 6577.