

NOISY GIVEAWAY

vol.2

Official Rules, Terms & Conditions, and Eligibility Requirements

Updated: 26.08.2024

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 and a photoshoot. 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 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 drawn under the Sponsor's supervision

1. Eligibility

Noisy Giveaway ("Giveaway") is open to the legal residents of the Sydney Metropolitan Area, New South Wales, Australia who enter on the Official Giveaway post on Instagram:

https://www.instagram.com/reel/C9_kqhQS-H9/?utm_source=ig_web_copy_link&igsh=MzRIODBiNWFIZA== . Entrants must be 18+ years old as of their date of entry in this Giveaway to qualify. This Giveaway is subject to federal, state, and local laws and regulations and is 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"),

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

as well as members of an 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 7/16 Leichhardt Street, Glebe 2037. The Sponsor will conduct the Giveaway substantially as described in these Official Rules.

3. Accepting the Official 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 You represent and warrant 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 they relate to the content of this Giveaway.

4. Noisy Giveaway Entry Period

The Giveaway begins on 29.07.2024 at 02:30 pm AEST and ends on 02.09.2024 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
https://www.instagram.com/reel/C9_kqhQS-H9/?utm_source=ig_web_copy_link&igsh=MzRIODBiNWFIZA==
- b) Follow the Instagram accounts of the Sponsor:
-Noisy Creations: @_noisy_creations_
https://www.instagram.com/noisy_creations/
-Noisy Photos: @_noisy_photos
https://www.instagram.com/noisy_photos/
- 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, 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\$3000 ²
- Professional photoshoot package worth of A\$500 ³

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's selection and the end of the Giveaway. The exact dates of executing the video and the photoshoot

² **The music video production package includes:** a) a concept, filming and editing 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) videographer's fee c) equipment consisting of two (2) cameras, gimbal & 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\$3000 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 Valhalla Studio 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 **behind-the-scenes, location 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 15-30 photos in a digital format to the Winner. All other costs that may occur not mentioned above hence exceeding the value of A\$500 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 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.

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

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 draw under the supervision of the Sponsor. The Sponsor will notify the Winner on Instagram in a private message within 2 days following the 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 any 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 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 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 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 violate 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 Giveaway, to void entries for any reason, including, but not limited to: identifying 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 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 Giveaway, 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 the 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.