



Dedicated to a better Brisbane

The QUBE Effect terms and conditions

Read the terms and conditions for The QUBE Effect 2025.

1. General

- 1.1. These terms and conditions set out all of the information rights and obligations between any person entering this competition (whether entering as part of a group or as an individual) (**entrant**) and Council regarding the QUBE Effect competition (the **Terms and Conditions**).
- 1.2. The QUBE Effect is being presented and promoted by Brisbane City Council ABN 72 002 765 795 acting through Connected Communities Branch, Lifestyle and Community Services whose principal offices are at Brisbane Square, 266 George Street, Brisbane (Council).
- 1.3. Information on how to enter this competition forms part of these Terms and Conditions.
- 1.4. Entry into this competition and any participation in this competition is deemed acceptance of these Terms and Conditions by each of the entrants.
- 1.5. Council reserves the right to modify these Terms and Conditions at any time and to cancel or amend The QUBE Effect program at any time by notice to the entrants and the entrants acknowledge and agree that the entrants will have no rights of recourse of claims against Council in the event Council elect to cancel or amend The QUBE Effect Program.
- 1.6. Council accepts no responsibility whatsoever for late, misplaced, lost or ineligible entries.
- 1.7. Despite any other provision of these Terms and Conditions, to the maximum extent permitted by law, Council is not liable for:
 - 1.7.1. any loss or damage whatsoever which is suffered or incurred by an entrant (including but not limited to direct loss, indirect loss, economic loss, consequential loss, which includes loss of actual or anticipated profit, loss of goodwill, loss of reputation, loss of opportunity, loss of savings and/or loss of contract);
 - 1.7.2. without limiting condition 1.7.1, any personal injury or death or loss or damage to property sustained in connection with the entry into this competition or acceptance of any award, however such liability arises and whether arising in tort (including without limitation in negligence), for breach of contract (including without limitation under any indemnity), under statute, in equity or otherwise.

2. **Awards:** There are five (5) categories in which Council may (in its discretion) elect to issue an award to one or more entrants as part of this competition. In order to win an award, Council will shortlist finalists in this competition (in accordance with condition 6) and provide them with the opportunity to record and film an original song which Council will produce (each a **Finalist Song**). Each Finalist song may then be judged by Council or Council's nominees (which may include a public vote) against the criteria for each of the awards. The categories of awards for this competition are:

- 2.1. **Innovation Award** – awarded to the song that shows the most originality, creativity and innovative composition;
- 2.2. **QUBE Development Award** - awarded to support the act that has shown commitment, originality and great potential in their artistic pursuits;
- 2.3. **Original Song Award** - awarded to the song that shows excellence in the craft of song writing an original composition;
- 2.4. **Lord Mayor's Live Event Award** – awarded to the group or individual that displays originality, creativity and potential to further develop their on-stage presence; and
- 2.5. **People's Choice Award** – awarded to the song that receives the most public votes for their original music video in accordance

with condition 7.1.

Council may notify the entrants at any time of any changes to the awards (including without limitation to add a new award).



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3. Eligibility

- 3.1. For a group to be eligible to enter this competition, the group must:
 - 3.1.1. have at least half of its members living in the Brisbane Local Government Area;
 - 3.1.2. have all group members be at least twelve (12) years of age;
 - 3.1.3. have at least half of the group members in the age bracket of twelve (12) and twenty-five (25) years old;
 - 3.1.4. not have any member be a Council employee or elected official; and
 - 3.1.5. provide proof of consent to enter the competition from the parent or guardian for each member of the group under the age of eighteen (18).
- 3.2. For the song entered into the competition to be eligible it must be:
 - 3.2.1. the original work of the entrant, or the group entered by the entrant;
 - 3.2.2. submitted as a digital file as either a web link, mp4 or mp3 file with a maximum size of 50MB. Printed material, CDs, DVDs and/or vinyl will not be accepted;
 - 3.2.3. uploaded using the following naming convention <<[entrant name]-Song:[title of song]>> (e.g. The B Band-Song: My-Brisbane), unless the file submitted is a web link.
- 3.3. Only one competition entry per group will be accepted, however group members themselves may enter this competition as an individual entrant and/or as a member of multiple groups.
- 3.4. Council at its sole discretion may request further information from an entrant about eligibility having regard to the criteria in condition 3. The entrant must provide such information to Council promptly after any request from Council and the entrant must satisfy Council that the entry meets all the criteria in this condition 3.
- 3.5. To the extent Council, at any time, is not satisfied with the eligibility of an entrant, including without limitation where the entrant has failed to demonstrate to Council beyond doubt and with proof that the entrant meets the requirements of this condition 3, then without limiting any other rights of Council, Council may exclude the entrant from any further participation in the competition.

4. **Competition period:** The time for submission of an entry in accordance with condition 3 and condition 5, opens at 10am on Thursday 10 October 2024 and closes at 4pm on Thursday 7 November 2024. Late entries will not be accepted.

5. How to enter

- 5.1. Entrants must complete the online registration form available on Council's website.
- 5.2. The online registration form must be fully completed and include:
 - 5.2.1. a web link, mp4 or mp3 file (max 50Mb) of one of the entrant's original songs that has been uploaded with the naming convention described in condition 3.2.3;
 - 5.2.2. one high resolution image in JPG format depicting the entrant group or individual, which is to be used for publicity purposes (max 50Mb); and
 - 5.2.3. written consent (in a form satisfactory to Council) from each person that appears in, or has contributed to the entry in any way, including without limitation in connection with any image, footage, video, song, music or any other media submitted by the entrant in connection with entering this competition including, without limitation, as may be later used, developed or adapted in the shortlisting process under condition 6 (the Materials) to the Materials in accordance with these Terms and Conditions (including condition 10).

6. Shortlisting process

- 6.1. Council intends that eligible entries will be reviewed by a panel of music industry professionals appointed by Council (the Panel), to provide Council with a recommended shortlist of twelve (12) finalists for Council's consideration.



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- 6.2. Council intends to review the recommendations provided by the Panel and may decide the finalists to participate in the development program and be eligible to be considered for an award (the Finalists) and intends to notify the Finalists by Tuesday 7 January 2025 (or such other date nominated by Council) (Finalist Notification Date).
 - 6.3. Between the Finalist Notification Date and when voting opens for the People's Choice Award, (approximately over a four-month period), all Finalists must attend any group professional development workshops and one-on-one sessions with music industry mentors to assist with the professional development of each Finalist.
 - 6.4. Music industry mentors will be chosen by Council at Council's sole discretion and are subject to change.
 - 6.5. Each Finalist will be required to record and film a Finalist Song, which Council will produce. The exact dates of the workshops and the recording and filming of Finalist Songs will be confirmed by Council and must be adhered to by the entrants.
 - 6.6. Council may decide, at its sole discretion, to disqualify a Finalist from the competition if the Finalist does not participate in the professional development process (workshops and one-on-one sessions) to a level satisfactory to Council or if an entrant fails to meet deadline requirements (including the date for submission of the Finalist Songs).
- 7. Judging and voting**
- 7.1. Council intends that each Finalist Song filmed and recorded by the Finalists (provided they remain valid entrants) will be made available for public voting on Council's website and social media pages from 10am Tuesday 1 April 2025 until 4pm Wednesday 30 April 2025 or such other dates as Council may decide (the voting period). The Finalist Song that receives the most public votes during the voting period will be the People's Choice Award winner.
 - 7.2. In the event of a tie for the People's Choice Award, Council will determine the winner.
 - 7.3. To decide the remaining four (4) award winners the Panel will review all Finalist Songs against the criteria for each awards (except the People's Choice Award) and recommend four (4) winners to Council; and Council will consider the recommendations of the Panel and decide the winners.
 - 7.4. The decisions of Council and the Panel will be final, and no correspondence on decisions will be required to be issued by Council.
 - 7.5. The Lord Mayor or a nominated representative will announce winners of each award at The QUBE Effect Awards event to be held at The Triffid, Brisbane in May 2025 (or such other venue and date as nominated by Council). All Finalists will be invited to attend this event.
 - 7.6. If the winner of a category cannot be contacted within fourteen (14) days of The QUBE Effect Awards event, Council will re-decide the winner of that category until a contactable winner has been located.
- 8. Performance/film guidelines**
- 8.1. At Council's discretion, Finalists may have the additional opportunity to perform their Finalist Song live at The QUBE Effect Awards Event or have their Finalist Song exhibited.
 - 8.2. Council reserves the right to censor or refuse to exhibit or allow a Finalist to perform, and Finalist Song deemed unsuitable for public viewing. Unsuitable to public viewing includes material that contains swearing, nudity, racist, sexist or political comment, political satire or political criticism or may otherwise be potentially embarrassing to Council.
 - 8.3. All venues used during The QUBE Effect will have an all-ages policy for the audience.
- 9. Warranties of the entrant:**
- In entering this competition, the entrant warrants that:
- 9.1. the entrant owns or has obtained all necessary consents of the ownership and intellectual rights both present and future, including rights under the Copyright Act



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1968 (Cth), in respect of or in connection with copyright (including future copyright) and moral rights (including performance protection) and any other third party right or interest (Intellectual Property Rights) in all Materials submitted to Council for this competition, including without limitation to allow Council to use the Materials as contemplated in these terms and conditions;

- 9.2. if the entrant is not the owner of the Intellectual Property Rights in the Materials submitted, that the entrant will provide a consent to grant a licence to Council to use the Materials in accordance with condition 10 from any other person as contemplated by condition 5.2.3;
- 9.3. entry into this competition will not infringe the Intellectual Property Rights of any person or give rise to any breach of performing right or unauthorised use or any third party right;
- 9.4. acts done by Council in the exercise of its rights under this condition 9 will not infringe any Intellectual Property Rights of the entrant;
- 9.5. they will not act in a manner inconsistent with the rights of Council at any time; and
- 9.6. they have freely entered this competition after having the opportunity to carefully consider these Terms and Conditions.

10. Licence from entrant

- 10.1. By entering this competition, the entrant agrees to grant Council a non-exclusive, perpetual, irrevocable, royalty-free licence to use the Intellectual Property Rights and the Material for any purposes required by Council, including without limitation to:
 - 10.2. maintain a copy of all submitted Materials for archival purposes in its internal systems;
 - 10.3. display Materials at public spaces in connection with this competition, whether before, on or after The QUBE Effect Awards Event;
 - 10.4. publish the Materials on Council's website and social media platforms for any period of time;
 - 10.5. use, modify, adapt and reproduce the Materials in any form and for any reason, including without limitation, in promoting and publicising The QUBE Effect, Council and/or Council's programs and events.
- 10.6. When exercising its rights granted in accordance with condition 10.1, Council will use reasonable endeavours to provide appropriate owner and creator attribution when using the Materials, dependant on the medium; and not deliberately lessen the quality and integrity of the reproduced Materials.
- 10.7. The entrant acknowledges and agrees that the title to and the ownership of the Intellectual Property Rights in the videos produced by Council as part of this competition, will vest in Council immediately upon its creation.
- 10.8. The entrant irrevocably and unconditionally, grants consent (which the entrant warrants includes the consent of all of the authors of the licensed Intellectual Property Rights and those which vest in Council under this clause 10) to Council to do anything in relation to any such Intellectual Property Rights or other subject matter that (but for this consent) would otherwise infringe any moral rights or similar non-assignable, personal rights that the authors of the licensed Intellectual Property Rights (as the case may be) might otherwise have anywhere in the world.

11. **Privacy consent:** By entering this competition, the entrant acknowledges and consents to their personal information being collected and stored by Council for the purpose of this competition; and full name being provided to the Panel for shortlisting purposes and for display as contemplated under condition 10.

12. Force majeure

- 12.1. If for any reason this competition (including without limitation the voting process for the competition) is not capable of running as planned (including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Council), which corrupts or affects the



administration, security, fairness, integrity or proper conduct of this competition, Council reserves the right, in its sole discretion, to take any action that may be available, and to cancel, terminate, modify or suspend the competition. Council

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reserves the right in its sole discretion to disqualify competition entries and public votes during the Voting Period from any individual who tampers with, or benefits from tampering with, the competition entry or voting process which as a result corrupts or affects the administration, security, fairness, integrity or proper conduct of the competition.

- 12.2. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, epidemic, pandemic (including COVID-19), strike, Council may in its absolute discretion cancel the competition and recommence it from the start on the same Terms and Conditions or make a change as contemplated under condition 13 to overcome the issue in any manner Council determines.
13. **Competition updates or cancellation:** Council reserves the right to modify these Terms and Conditions at any time by notice to the entrants.
14. **Requirement for signature:** Each entrant is bound to read and accept these Terms and Conditions for The QUBE Effect. Without limiting condition 1.4, entrants (including any parents or guardians of entrants) may be requested by Council (at any time) to sign a hard copy version of these terms and conditions and return it to Council. Entrants (including any parents and guardians of entrants) must sign and return such a copy of these Terms and Conditions to Council's satisfaction. Council may exclude the entrant from any further participation in the competition if an entrant (including any parents and guardians of entrants) fail to comply with this condition 14.