

Terms and Conditions | BNZ Auckland Diwali Festival 2024

All performers applying to participate are required to read and agree to the following conditions.

By selecting "Yes, I agree" and submitting the Performer Application form, you (the "Performer") grant Tātaki Auckland Unlimited (including its sponsors, sponsored parties, and agents) the right to:

1. Change or cancel the performance if:

- Pre-festival requirements are not met (e.g., attending workshops, meetings, timely communication, submitting final music tracks).
- Performance content (costumes, music, lyrics) does not align with event culture and values.
- Performers fail to appear on time.
- Props and equipment are non-compliant with Health and Safety guidelines or damage the venue.
- Bad weather or other conditions necessitate changes or cancellations.

2. Alter the programme due to unexpected delays, which may cancel later performances.

3. Record the performance and use the recordings for promotional purposes worldwide, free of charge.

Attribution:

- Tātaki Auckland Unlimited is not required to attribute the Performer but may do so if appropriate. Performers grant the right to use their name, likeness, and relevant details.

Intellectual Property:

- Performers retain intellectual property rights over their performance recordings.

Definitions:

- **Tātaki Auckland Unlimited:** Event organiser.
- **Performers:** Individuals or groups (troupes, sub-troupes, schools).
- **Event:** BNZ Auckland Diwali Festival (19th – 20th October 2024).
- **Permitted Purpose:** Promotion and profiling of the Event, Auckland, Auckland Unlimited, and Auckland Council.
- **Recordings:** Photos, videos, and sound recordings of the Performer.
- **Term:** In perpetuity.

Bollywood Competition 2024

This section applies to participants in the Bollywood Competition during the BNZ Auckland Diwali Festival.

Competition Details:

- **Organiser:** Tātaki Auckland Unlimited
- **Sponsor:** Radio Tarana
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By entering, participants accept the following terms and conditions:

1. Key Details:

o Categories & Prizes:

- Little Champs (5-10 years): \$500
- Rising Stars (11-15 years): \$750
- Senior Superstars (16+ years): \$2000

2. Competition Dates:

o Saturday, 19th October:

- Little Champs (1pm- 2pm)
- Rising Stars (2pm- 3pm)
- Winners announced at 4pm

o Sunday, 20th October:

- Senior Superstars (6pm-7pm)
- Winner announced at 7:30pm

3. Pre-selection Process:

- o Complete the Performer Application form and select the relevant competition box.
- o Entries close with general Performer Applications. Late entries are not considered.

4. Confirmation:

- o Performers are selected by the Event Organisers based on suitability, skill, experience, and eligibility.

5. Rules:

- o Performers must be available for their category times.
- o Performers allocated 6-minute performance slots with no exceptions.
- o Minimum 4 members per sub-troupe, no maximum.
- o Performances must include Bollywood elements.
- o Majority of sub-troupe must be within the specified age range.
- o For the Rising Stars category, most members must be under 15, with a few no older than 17.
- o One entry per sub-troupe; no multiple entries.
- o Accurate, current, and complete information required.

6. Judging Criteria:

- **Technical and Team Elements (50 points):**
 - Synchronisation, rhythm, formation, stunts, choreography and ending. Overall, choreography and the ability to incorporate fusion elements representing the Indian diaspora.
- **Energy and Charisma (30 points):**
 - Audience connection, confidence, team spirit, expressions, and emotions.
- **Extras (20 points):**
 - Costume authenticity, and punctuality.

7. **Winner Announcement:**

- Judges announce winners on stage at specified times.
- Winners must be present at Aotea Square for the prize ceremony.
- Backup winners may be chosen if original winners are unavailable.

8. **Prizes:**

- Managed by the sponsor, non-transferable.
- Organisers may substitute prizes if needed.

9. **Privacy:**

- Winner's information used for contact and promotion.
- Entrants' information managed according to Privacy Act 1993.

10. **Exclusions:**

- Ineligible participants include those without access to Auckland, organiser employees, and their families.
- Organisers reserve the right to disqualify entrants for rule violations or unfair advantages.

11. **Winner Selection and Announcement**

- Judges will be provided by the Event Organiser and the Sponsor.
- Performers will be judged on their performance by the judging panel at the specified times.
- The Competition Winner will be announced onstage by the judges on the day of their performance:
- Little Champs & Rising Stars winners will be announced at 4pm on Saturday, 19th October 2024.
- Senior Superstars winner will be announced at 7:30pm on Sunday, 20th October 2024.
- The Competition Winner must be present in Aotea Square to receive their certificate and for a photo opportunity on stage.
- Competing troupes must be present backstage at least 15 minutes before the announcement. If the Competition Winner cannot be contacted, is not available in person to accept the prize, and/or cannot acknowledge receipt, the Event Organisers reserve the right to nominate another winner.
- The Event Organiser's decision is final, and no correspondence will be entered into.

12. **Prize Details**

- The Sponsor (to be confirmed) will liaise directly with the winning troupes for the prize transactions.
- Prizes are non-transferable.

- If the Prize or any part of it becomes unavailable for any reason, the Event Organiser reserves the right to limit entry, cancel, or amend the Prizes at its sole discretion, including providing the Competition Winner with a substitute Prize, either in full or in part.

13. Privacy

- Information provided on the entry form will be used to contact the Competition Winner. The Winner consents to the Event Organiser using their name, suburb, and image for promotional purposes on the Event Organiser's and Sponsor's websites and media posts after the Competition.
- The Competition Winner also consents to participate and cooperate in all promotional activities related to the Competition.
- Entry forms will not be returned. All information provided by entrants will be collected, used, stored, disclosed, and corrected in accordance with the Privacy Act 1993. Entrants have the right to access their information and request any personal information to be corrected.
- Minors will be subject to subpart 6 of the Contract and Commercial Law Act 2017.

14. Exclusions

- The following persons are not eligible to participate in the competition:
- Anyone without ready access to travel to Auckland for the festival dates.
- Anyone working for the Event Organiser, Auckland Council, or any Auckland council-controlled organisations, their immediate family members, or any agencies or companies associated with the Competition.
- The Event Organiser reserves the right to exclude any entrant from participating at its sole discretion. The Event Organiser also reserves the right to refuse to award a prize to an entrant who breaches these Terms and Conditions, gains an unfair advantage, or wins using fraudulent means.
- The Event Organiser will not be liable for any claims for loss, damage, or injury whatsoever or for any physical or mental injury suffered by any entrant or the Competition Winner as a result of or in connection with the Competition or the prize won.
- The Event Organiser reserves the right to amend or change these Terms and Conditions at any time at its sole discretion, including extending, postponing, or cancelling the Competition.
- These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the non-exclusive jurisdiction of New Zealand courts.



Acknowledgment

The Performer acknowledges and agrees to the following:

- a) They have read and understood the above terms and conditions.
- b) They have the right and authority to grant the rights specified herein.
- c) The rights granted will not infringe upon the rights of any third parties.
- d) They waive and release Tātaki Auckland Unlimited, associated parties, and third parties from any claims related to the making or use of the Recordings for the Permitted Purpose, including claims based on moral rights.

By completing the online application form, I hereby acknowledge that I have read and understood the above terms on behalf of those represented in my application to perform at the BNZ Auckland Diwali Festival 2024.