

## Terms and Conditions

The present Terms and Conditions are applicable for everyone who enters and uses website <https://www.pianoacademy.mt/> and the services it offers. The Terms and Conditions are imposed by the Malta Piano Academy Competition (hereafter the Competition), a service owned by Dr Milica Lawrence.

Malta Piano Academy is officially registered by Malta Industrial Property Registration Directorate / Trademark reference: 65851

### ELIGIBILITY

The Competition is open to music students of all, nationalities and countries. Only musicians who are not signed to a major label record company and/or its affiliates or subsidiaries are eligible to apply for the Competitions. By submitting an application form, the musicians or ensemble acknowledges that he/she/it is not signed to a label record company and/or its affiliates or subsidiaries. If an applicant is under 18 years old, the application form must be signed (endorsed) by a parent or guardian of the applicant.

### HOW TO APPLY

To apply for the Competition participants must submit materials required on the web page of the Competition Rules. It is the entrant's responsibility to ensure that the submitted materials are complete and playable. Recording materials must be labelled. If you are applying in multiple repertoire categories, each entry will be considered as a separate entry. For each entry, the separate application form must be completed online, and each application form must be accompanied by a separate application fee payment. The applicant may submit several pieces in each repertoire category and may also enter the same pieces in more than one category unless it is required otherwise by the Competition application rules. Participants may apply to as many categories as they want, but not under the relevant age. No changes of repertoire are allowed after the application is submitted. All entries become the sole property of the Malta Piano Academy Competition and will not be returned to the applicant for any reason. Entries must be received no later than the Competition Deadline, listed on the website. The Competition is not responsible for late, lost, damaged, misdirected, stolen, incomplete, or misappropriated entries. Neither the Competition staff nor the panel of judges associated with the competition gives any feedback or critique to entrants. No communication or correspondence is guaranteed to be exchanged with applicants before and during the Competition.

### APPLICATION FEE

The application fees for each of the Competition categories are provided on the Rules page. The Competition reserves the right to increase the Application Fees for applications after the Competition Deadline if it extends an application period and/or after the deadline for future seasons. All Application Fees are non-refundable. In an event of payment cancellation through a participant's bank, also known as a dispute, the participant will be fined for the amount of the dispute regardless of the dispute outcome and banned from the competition temporarily or permanently, upon Competition's discretion.

### REPERTOIRE REQUIREMENTS

The repertoire requirements are specified on the respective Competition web page. Music, or costumes that are not considered appropriate for performance due to content, by the panel of judges, will be disqualified.

### COMPETITION RESULTS

Competition results will be published on the respective Competition web page on the date announced for the specific Competition category. Certificates will be given on the Competition Winners' Recital or sent by post. The monetary prize (Grand Pri) may be awarded by the Competition based on the majority vote of the judges. The Competition reserves the right to overrule the judges' decision and/or do not award the monetary prize entirely. The number of prize recipients in each season is subject to change. In the case of multiple prize recipients, the advertised prize will be shared among the recipients. The prize will be sent electronically to the winner(s) after all the results are announced.

### WINNERS RECITAL INFORMATION

Participants of the Competition who were awarded with Grand Prize and the First Prize at the Competition Winners' Recital will perform one piece or more selected by the judges from the applicant's audition repertoire. The performance time limit for each age and repertoire category is stated on the Competition's web page. All participants are responsible for their own expenses related to participation, accommodation, their travel to and from the Competition as well as but not limited to their own safety, health, and well-being before, during, and after the Competition.

### INDEMNIFICATION BY THE APPLICANT

By entering the Competition, an applicant releases and holds Malta Piano Academy Competition as well as all their part-time and full-time employees and contractors harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Award, participation in the Competition and/or Recital, any breach of the Competition Rules, or in any Award-related activity. The applicant agrees to fully indemnify Malta Piano Academy and the Competition as well as all their part-time and full-time employees and contractors from all claims by third parties relating to the Competition, without limitation.

### LIMITATION OF LIABILITY

Malta Piano Academy and the Competition assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of audition materials. Malta Piano Academy and the Competition is not responsible for any incorrect or inaccurate information, whether caused by website users, by any of the equipment or programming associated with or utilized in the Competition or by any technical or human error, which may occur in the administration of the Competition. Malta Piano Academy and the Competition assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, audition materials. Malta Piano Academy and the Competition are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing.

Malta Piano Academy and the Competition are not responsible for any injury or damage to the entrant or to any computer related to or resulting from participating or downloading materials in this Competition. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Competition, or by the acceptance, possession, use of, or failure to receive any prize.

Malta Piano Academy and the Competition assume no responsibility or liability in the event that the Competition cannot be conducted as planned for any reason, including those reasons beyond the control of Malta Piano Academy and/or the Competition, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the Competition and/or the Competition Website.

There will be no transfer and substitution of Awards, including Cash Awards, Prizes, Plaques, etc., except as necessary due to availability in which case a prize of equal or greater value will be awarded. All taxes, and customs fees, when applicable, are the sole responsibility of the Entrant and/or the Winner. Malta Piano Academy and the Competition is not responsible and will not pay any winners' taxes or customs fees.

#### *CONDUCT*

By participating in each and any of the Malta Piano Academy competitions, including the Competition, each participant agrees to be bound by the current Terms and Conditions and specific Competition Rules, as amended, which are posted on this page and on the Competition webpages. Participant further agrees to be bound by the decisions of the Competition, which shall be final and binding in all respects.

The Competition reserves the right, in its sole discretion, to disqualify any applicant found to be: (a) violating the Competition Terms and Conditions and Competition Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Competition and/or the Competition Website; (c) violating the terms of service, conditions of use and/or these Terms and Conditions or guidelines of the Competition; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE COMPETITION WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE COMPETITION RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.**

Winners must at all times behave appropriately when taking part in the Recital and observe the Competition Rules and any other Policies Rules or Regulations in force at the Halls, studios and/or other locations. The Competition reserves the right to remove from the Hall, studio or other premises or location, any Winner and/or a person (-s) accompanying the Winner who breaks such rules and/or fails to behave appropriately and to disqualify such Winner.

#### *PRIVACY / USE OF PERSONAL INFORMATION*

By participating in the Competition, an applicant:

- grants Malta Piano Academy and the Competition the right to use his/her/their name(s), mailing address(es), telephone number(s), and e-mail address(es) ("Personal Information") for the purpose of administering the Competition, including but not limited to contacting and announcing the Winner.
- grants Malta Piano Academy and the Competition the right to use his/her/their Personal Information, including but not limited to the name of the applicant(s) and his/her/their teacher(s) and accompanist(s), the program performed for the application, the country of residence, the link to the video recording, place earned at the Competition, the instrument, competition, and age category, other information provided by the applicant, for publicity and promotional purposes relating to the Competition, in any and all media now known or hereafter devised, without further compensation unless prohibited by law.
- grants Malta Piano Academy the right to contact the applicant and his/her/their teacher(s) and accompanist(s) for marketing purposes regarding products and services of Malta Piano Academy.

#### *INTELLECTUAL PROPERTY*

All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by Malta Piano Academy and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of Malta Piano Academy is strictly prohibited.

All Applicants retain all ownership and intellectual rights to all original piece (-s). Malta Piano Academy nor the Competition has any intellectual rights to any piece (-s) submitted.

#### *CHANGES AND TERMINATION*

Malta Piano Academy reserves the right, in their sole discretion, to terminate the Competition, in whole or in part, and/or to modify, amend or suspend the Competition, and/or the Terms and Conditions in any way, at any time, for any reason without prior notice.

#### *LAW*

These are the official Terms and Conditions of the Competition. The Terms and Conditions are subject to applicable Maltese laws and regulations. The Terms and Conditions and Rules are subject to change without notice in order to comply with Maltese laws or the policy of any other entity having jurisdiction over Malta Piano Academy. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations as between the applicant and the Competition in connection with any Malta Piano Academy competitions shall be governed by and construed in accordance with the laws of Malta, including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein.

#### *LANGUAGE DISCREPANCY*

In the event of any discrepancy or inconsistency between the terms and conditions of these Terms and Conditions and disclosures or other statements contained in any Competition-related or Recital-related materials, including but not limited to the Competition application form, TV, print or online advertising, the terms and conditions of these Terms and Conditions shall prevail, govern and control.

#### *APPLICANT'S REPRESENTATIONS*

By entering the Competition, an applicant represents individually or in case of an ensemble, jointly, that he/she/they have read these Terms and Conditions and the Competition Rules and consent to the Terms and Conditions and Competition Rules.