



ARIA COLLAB – APPLICATION TERMS & CONDITIONS

Key Dates

Applications Open:	9 December 2024 at 9:00am (AEDT)
Applications Close:	31 January 2025 at 5:00pm (AEDT)
Notification of Selection:	17 February 2025
Stream 1/Phase 1: Hip Hop, Soul & Trap Recording Workshop Dates:	3 March 2025 to 7 March 2025 (inclusive) in Melbourne
Stream 2/Phase 2: Pop, Soul, R&B, Electronic & Dance music Recording Workshop Dates:	31 March 2025 to 4 April 2025 (inclusive) in Sydney

1. THE ARIA COLLAB INITIATIVE

- 1.1 ARIA Collab is a project organised by Australian Recording Industry Association Limited (ABN 72 002 692 944), located at Level 4, 11-17 Buckingham Street, Surry Hills, NSW, Australia 2010 (**ARIA**). This project has been assisted by the Australian Government through [Music Australia](#).
- 1.2 The ARIA Collab initiative offers an unparalleled opportunity for Australian artists and their teams to work with legendary international producers (**Executive Producer(s)**) in an intensive recording workshop. Through this initiative, ARIA aims to elevate the global visibility of local talent, provide exposure to international production practices, and facilitate career-defining collaborations. The program will include two phases/streams, each focused on different genres, and will produce up to ten high-quality recordings in total across the entire initiative by **30 June 2025**. ARIA Members are invited to nominate their recording artists for participation in this groundbreaking initiative. Selected artists will have the chance to collaborate with a renowned Executive Producer on a specific sound recording in a state-of-the-art recording environment (the **Initiative**).
- 1.3 Information on how to enter forms part of these Terms & Conditions. Submission of an application to this Initiative is deemed to be an acceptance of these Terms & Conditions.

2. OPENING AND CLOSING DATES AND TIMES FOR APPLICATIONS

- 2.1 Applications for the Initiative open on 9 December 2024 at 9:00am (AEDT) and close on 31 January 2025 at 5:00pm (AEDT) (**Application Period**).

- 2.2 Any applications received after the Application Period will not be considered. Applications will be deemed as received by ARIA at the time of receipt by ARIA and not at the time of submission by the ARIA Member.
- 2.3 ARIA may change the Application Period in its sole discretion without any liability to any ARIA Members.

3. APPLICATION ELIGIBILITY

- 3.1 Applications for the Initiative are open to current ARIA Members (as published on the ARIA website at this link (<https://www.aria.com.au/aria-members>) that have paid their full annual 2024/2025 ARIA Membership fee before 31 January 2025. In order to be considered for the Initiative, the applicant must remain an ARIA Member until 30 June 2025.
- 3.2 ARIA Members may submit an application for any recording artists that are signed to the ARIA Member's record company/label and who meet the criteria set out in clause 3.3 below. For the purpose of these Terms & Conditions, a recording artist is considered as being "signed" to an ARIA Member if the ARIA Member has a binding agreement in place with the recording artist under which the ARIA Member is the owner or exclusive licensee for Australia of the copyright in the artist's sound recordings.
- 3.3 The following criteria applies to any recording artists for which the ARIA Member submits an application:
 - (a) the recording artist must be aged over 18 years of age as at the date of the commencement of the designated Recording Workshop. If the recording artist is a band/group, each member must be aged over 18 years of age as at the date of the commencement of the designated Recording Workshop;
 - (b) the recording artists must be in a recording cycle with the ARIA Member, with a ready-to-record demo and a clear plan for releasing new music by 31 December 2026;
 - (c) the recording artist (or each member of the band/group) must be Australian citizens or Australian permanent residents whose primary career base is Australia;
 - (d) the recording artist must have granted the ARIA Member permission to submit an application for the Initiative on behalf of the recording artist; and
 - (e) the recording artist must be available and prepared to participate in the recording workshop with the Executive Producer during the specified period.
- 3.4 The ARIA Member must demonstrate a commitment to supporting the recording artist's career development, including financial investment in recording, marketing, and production costs as evidenced in the marketing plan and budget which is to be submitted as a part of the application process.

- 3.5 For the purpose of the Initiative, subject to approval from ARIA and the Executive Producer, the recording artist's team may include a local producer who may collaborate with the Executive Producer throughout the week-long workshop.
- 3.6 ARIA may at its discretion verify the eligibility and validity of the applications, including requesting verification of age and residency status through the provision of valid documentation as determined by ARIA. If an ARIA Member fails to provide such verification to ARIA within the designated timeframe, then ARIA at its discretion may disqualify the application.
- 3.7 The following people are ineligible to submit an application and are ineligible to be considered for the Initiative:
- (a) employees and contractors of ARIA and any members of the selection panel; and
 - (b) the immediate family members of the people set out in clause 3.7(a) above. For the purpose of these Terms & Conditions, "immediate family member" means spouse, de facto partner, parent, child and sibling (whether or not they live in the same household as the person set out in clause 3.7(a) above).
- 3.8 Only complete and valid applications as determined by ARIA will be submitted to the selection panel for consideration.

4. SUBMISSION OF APPLICATIONS

- 4.1 The ARIA Member must submit the application during the Application Period via email to: collab@aria.com.au
- 4.2 When an ARIA Member submits an application, it must identify which genre stream the recording artist is being entered into. The ARIA Member must select one genre stream only and may not re-submit their application for the other stream.
- 4.3 As a part of each application, the ARIA Member must include the following:
- (a) the applicable genre stream;
 - (b) Artist bio and headshot comprising of:
 - A brief biography of the recording artist, including key achievements, notable collaborations, and career highlights; and
 - A high-resolution headshot of the recording artist.
 - (c) Up to 3 x 'ready to record' demo recordings in a playable MP3 or WAV format. The demo recordings submitted must be the recordings that the recording artist intends to work on and release one of them as a part of the Initiative. The demos must reflect the recording artist's current musical direction and be suitable for the Executive Producer's involvement. Audiovisual recordings will not be accepted.

- (d) A full list of the recording artist's team, including their local producer, manager and PR representatives. If approved to participate, the local producer should be available to work alongside the Executive Producer during the recording workshop.
 - (e) A comprehensive marketing plan detailing the ARIA Member's strategy for promoting the final recording. This should include distribution channels, social media engagement, and planned promotional activities.
 - (f) A detailed budget plan, including recording artist payment, local producer costs, travel expenses, and any internal team costs. The ARIA Member must commit to financing all internal costs, including marketing rollout expenses.
- 4.4 Each ARIA Member may submit multiple entries – but only one application is permitted for each recording artist.
- 4.5 *Rights in Recordings entered*: For clarity, no copyright in the song (sound recording and musical works) entered into the Initiative is assigned to ARIA by virtue of the ARIA Member submitting an application.

5. RECORDING ELIGIBILITY CONDITIONS

- 5.1 Any recording entered by the ARIA Member must meet the following conditions:
- (a) The ARIA Member must own or be the exclusive licensee in Australia of the recording that is submitted as a part of the application;
 - (b) The recording that is submitted must comprise of an original recording;
 - (c) The recording artist must be the songwriter of the entered sound recording or the ARIA Member or recording artist must have obtained the written permission of any songwriter or publisher to enable the recording to be entered, and if selected, be included and commercially released as a part of the Initiative; and
 - (d) The recording must fit within the genre of the specific stream for which it has been entered (ie Phase 1/Stream 1: Hip Hop, Soul & Trap music or Phase 2/Stream 2: Pop, Soul, R&B, Electronic & Dance music).

6. APPLICATION ASSESSMENT AND SELECTION OF PARTICIPANTS

- 6.1 All applications submitted during the Application Period will be reviewed by representatives from ARIA to verify the eligibility of the application. ARIA reserves the right to make the final determination on eligibility. The decision of ARIA is final, and no correspondence will be entered into. ARIA is under no obligation to disclose or otherwise discuss with any persons, the nature of such considerations, and decisions made by ARIA.

- 6.2 Following the conclusion of the eligibility verification process set out in clause 6.1 above, ARIA will provide all eligible applications to a selection panel for consideration. The selection panel includes ARIA representatives, music industry representatives selected by ARIA, the applicable Executive Producer and a representative/representatives from Music Australia.
- 6.3 The selection panel will use the following Assessment Criteria (set out in clause 6.4 below) to guide the selection process. Chance plays no part in the selection process.

Assessment Criteria

- 6.4 The Assessment Criteria which will guide the selection process is published on the ARIA website at this link: <https://www.aria.com.au/assessment-criteria-for-aria-collab>
- 6.5 Guided by the Assessment Criteria, the selection panel will select between 4 to 6 recordings in total for each genre stream as the successful applicants for the Initiative. The allocation of the recordings will be at the discretion of the selection panel based on the quantity and quality of the entries along with the availability of the applicable Executive Producer.
- 6.6 ARIA reserves the right to withhold awarding the number of opportunities to participate in the Initiative as set out in clause 7.1 below if there are insufficient or inadequate entries submitted.
- 6.7 The selection panel's decision is final and no correspondence will be entered into. ARIA and the members of the selection panel will not provide advice, comments or any information to any applicants about their application – irrespective of whether the applicant is successful or unsuccessful. ARIA and the members of the selection panel are under no obligation to disclose or otherwise discuss with any persons, the nature of the considerations, and decisions made by the selection panel.

7. THE OPPORTUNITY

- 7.1 The details of the opportunity are set out below:
- (a) The successful recording artist will be invited to attend an intensive program (of up to 5 x days duration) at a studio to be determined by ARIA which is located in Melbourne for the first phase/stream and Sydney for the second phase/stream. ARIA will fund the studio hire costs.
 - (b) The recording artist will be provided with the opportunity to work in-person with the applicable Executive Producer on the production of the selected sound recording.
 - (c) The recording artist will receive the opportunity to interact and participate in the recording process with the studio's engineers and team, with all studio engineer, mixing and mastering costs paid by ARIA.

- (d) Promotion of the finished recording on ARIA social media and via ARIA marketing channels once the recording is completed and commercially released in Australia.
- (e) Provision by ARIA of a marketing contribution of AU\$5,000 (GST excl) to the applicable ARIA Member which is to be used towards the costs of promoting and marketing the completed sound recording when it is ready for commercial release in Australia and has been placed for survey on the relevant ARIA Charts.

Conditions

7.2 There are several conditions associated with acceptance of the opportunity, as follows:

- (a) All of the successful applicants for the relevant stream (eg Hip Hop, Soul and Trap) will attend the program together. The dates of the sessions will be advised by ARIA but:
 - for the Hip Hop, Soul and Trap stream it is anticipated to occur on 3 March 2025 to 7 March 2025 (inclusive) in Melbourne; and
 - for the Pop, Soul, R&B, Electronic & Dance music stream it is anticipated to occur on 31 March 2025 to 4 April 2025 (inclusive) in Sydney.

The specific date, time and location will be communicated to the relevant ARIA Member. ARIA reserves the right to change the Executive Producer, the dates, times or locations if circumstances beyond ARIA's control cause such a change. ARIA will not have any liability to any person due to such changes, but ARIA will do everything it can to try and mitigate any losses that may be incurred by the successful ARIA Member due to such changes.

- (b) The selected recording artist, 1 x representative from the ARIA Member and the recording artist's local producer (subject to approval) will be invited to attend the program workshops and recording session.
- (c) The recording created as a part of the Initiative must be commercially released by the ARIA Member in Australia by **31 December 2026** and must be placed on survey for the relevant ARIA Charts from the date of release.
- (d) The ARIA Member whose recording artist is selected to participate in the Initiative must undertake to do the following:
 - i. **Artist Payment:** the ARIA Member is responsible for paying the recording artist and their team according to the agreement between the ARIA Member and the recording artist.
 - ii. **Travel & Accommodation:** The ARIA Member must cover all travel and accommodation costs for the recording artist and their team.

- iii. **Local Producer Costs:** The ARIA Member is responsible for the fees and expenses associated with a local producer (if the participation of a local producer is approved by the Executive Producer and ARIA).
 - iv. **Marketing Costs:** The ARIA Member must cover all marketing expenses, which may be supplemented by other funding sources.
- (e) The ARIA Member will be required to execute an agreement with ARIA which amongst other things, details the obligations of each party in respect of the funding and the provision of the recording opportunity, warranties from the ARIA Member that the application meets all of the conditions in these Terms & Conditions and that all necessary arrangements between the ARIA Member and the Executive Producer will take place. If the ARIA Member does not execute the agreement with ARIA within the prescribed timeframe, then ARIA reserves the right to the withdraw the invitation to the ARIA Member to participate in the opportunity and the ARIA Member's application will be withdrawn and the opportunity to participate in the Initiative will be forfeited. ARIA in its discretion may award the opportunity to another applicant or not at all.
 - (f) The ARIA Member will be required to enter into an agreement with the Executive Producer in relation to the provision of the Executive Producer's skills and services on the recording. ARIA is not a party to the agreement between the ARIA Member and the Executive Producer. It is the ARIA Member's responsibility to have an executed agreement in place with the Executive Producer prior to the commercial release of the recording in Australia.
 - (g) If a selected ARIA Member's recording artist cannot accept or participate in the opportunity on the prescribed dates, times and location, then the ARIA Member and their recording artist will forfeit the opportunity and the opportunity may be awarded to another applicant, or not at all.
 - (h) The opportunity is not transferable and cannot be assigned, sold, exchanged or redeemed for cash.
 - (i) Each participant in the opportunity must comply with [ARIA Code of Conduct](#) as published on the ARIA website.
 - (j) All participants in the opportunity must comply with any policies imposed by the relevant studio – including WH&S, codes and requirements.

8. ARIA'S MARKETING AND PROMOTIONAL REQUIREMENTS

- 8.1 As a condition of accepting the opportunity, the ARIA Member agrees (on behalf of itself and the selected recording artist) that the artists who are selected to participate in the opportunity:

- (a) agree to be filmed and photographed by or on behalf of ARIA during the recording sessions and workshops, and such content will be used by ARIA, Music Australia, stakeholders and media. ARIA will discuss the timing of the publication of such content with the ARIA Member to ensure that it is in line with any embargos; and
 - (b) agree to participate in reasonable publicity and promotional activities arranged by ARIA (for example, media interviews, social media posts) in relation to the Initiative.
- 8.2 Each ARIA Member that submits an application agrees (on behalf of itself and the recording artist) that ARIA may use and license others to use artist's name, voice, likeness and any biographical materials which may have been provided to ARIA as a part of the application, and in any related or derivative versions and/or uses of the materials and in the promotion of the Initiative.

9. GENERAL CONDITIONS

- 9.1 ARIA accepts no responsibility for any incomplete, inaudible, late or misdirected applications due to technical faults, disruptions network congestion or for any other reason. ARIA does not accept any responsibility for late, inaudible, lost or misdirected applications. All applications are deemed to be received at the time of receipt of the application by ARIA and not time of transmission by the applicant.
- 9.2 ARIA may collect, store and disclose all or part of the information submitted by a person in connection with the application and the conduct, administration, fulfilment and promotion of the Initiative. All personal information (as defined in the *Privacy Act 1988* (Cth)) ("**Personal Information**") disclosed to ARIA in connection with the application is collected for the purpose of the administration of the Initiative and for any other purposes for which the ARIA Member applicant has given its express consent, and will be collected, used, and maintained according to [ARIA's Privacy Policy](#) as published on the ARIA website.
- 9.3 By submitting an application, the ARIA Member indemnifies ARIA and Music Australia and holds them harmless from any claims that may arise in connection with the participation in and the inclusion of the recording in the Initiative.
- 9.4 To the extent permitted by law, ARIA, Music Australia and their related entities and their respective directors, officers, employees and agents, exclude any and all liability for any injury, death, illness, loss or damage, whatsoever which is suffered or sustained, in connection with any person's participation in the Initiative or ARIA or its or its' licensees use of any material submitted to it as a part of the application, or any content recorded or photographed in association with the Initiative. All ARIA Members and participants in the Initiative release ARIA, (including its employees, licensees and assigns) from all liabilities, claims and demands, in law or equity which an entrant, the participants and/or representatives may have against ARIA in relation to their involvement in the Initiative.
- 9.5 ARIA will not be responsible or liable for any changes in times or dates, cancellations or rescheduling of events that may prevent the selected ARIA Member and their recording

artist from participating in the Initiative or any part of it and no cash or alternative offering will be awarded in lieu of that element.

- 9.6 These Terms & Conditions may be modified by ARIA at any time in its sole discretion without liability to any person.
- 9.7 These Terms & Conditions are governed by the laws of New South Wales and the parties (including without limitation any recording artists entered by an ARIA Member) each submit to the non-exclusive jurisdiction of the courts of New South Wales.

10. CONTACT

For any queries regarding the application process or ARIA Collab, please contact:

Milly Petriella (OAM) – ARIA Collab Project Manager
Mobile: +61 412061180
Email: collab@aria.com.au

Effective as at 9 December 2024