



**Vodafone  
New Zealand  
Music Awards**  
Ngā Tohu Puoro o Aotearoa

# MUSIC TEACHER OF THE YEAR 2019

## Terms & Conditions

### 1. What is The NZ Music Awards Music Teacher of the Year Award?

1.1. The NZ Music Awards Music Teacher of the Year Award (“the Award”) is a national award that is open to music teachers who meet certain eligibility criteria. In 2019, the Award is offered by Recorded Music New Zealand Limited (Recorded Music New Zealand) in collaboration with The New Zealand Music Commission.

1.2. The purpose of the Award is to recognise expert music teachers who have a positive influence on the lives of their students and in their community. One music teacher will be selected to receive the Award.

### 2. Who is Eligible to be considered for the Award?

2.1. For the purpose of this Award, a Music Teacher is defined as a person who occupies a role for 12 or more hours per week, delivering a Music Programme\* as a;

1. Primary, secondary or tertiary specialist music teacher
2. Primary, secondary, early childhood or kindergarten general classroom teacher
3. Private tuition music teacher
4. Musician or teacher working as a contractor or volunteer
5. A combination of 1 – 4 above.

\*A ‘Music Programme’ is defined as a set of sequential lessons with music learning outcomes. They can take place as individual or group lessons, in private settings, in-school settings or in a community setting. Eligible Music Programmes must have run from the period between 1 June 2018 and 31 May 2019 (inclusive).

2.2. To be considered for the Award any music teacher must be over 18 years of age on May 1, 2019 and must be a New Zealand citizen or a New Zealand permanent resident.

2.3. Previous winners of the Award are not eligible to be entered in the Award for this year.

2.4. Previous finalists (excluding previous winners) for the Award and Music Teachers who have been previously entered for the Award are eligible to be entered in the Award for this year

2.5. The Recorded Music New Zealand and The New Zealand Music Commission reserve the right to exercise their unfettered discretion in regard to any special circumstances relating to eligibility for the Award.

### 3. How Do I Enter a Music Teacher for consideration?

3.1. An eligible Music Teacher must receive endorsement from a Nominator in order to be considered for the Award. Nominators can be any New Zealand resident including but not limited to students, other teachers/colleagues, Principals, parent/guardian/s of a student, industry musicians, and the Music Teacher themselves.

3.2. To endorse a Music Teacher, Nominators must, during the Entry Period (as defined below), visit the NZ Music Awards website and input the requested details in the linked entry form. Nominators must submit a fully completed online entry form. All mandatory fields in the online form must be completed in order for the entry to be deemed eligible for consideration.

3.3. The online entry form must be submitted between 12:01am 1 May 2019 and 11:59pm 7 June 2019 (Entry Period). Entries received outside of the Entry Period will be deemed ineligible. Entries are deemed made at the time each entry is received by Recorded Music New Zealand in its database and not at the time sent by the Nominator. Recorded Music New Zealand and The New Zealand Music Commission accept no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

3.5. More than one entry may be submitted during the Entry Period for each eligible Music Teacher. Multiple entries will not impact upon shortlisting or the selection of the final nominees for the Award.

3.6. Before submitting an entry, the Nominator must obtain consent from the Music Teacher that they agree to being endorsed and agree to their contact details and role eligibility information being submitted to Recorded Music New Zealand and The New Zealand Music Commission. The Music Teacher might then be contacted by Recorded Music New Zealand and/or The New Zealand Music Commission to provide further information regarding the Music Teacher's contribution and applicable Music Programme run by the Music Teacher.

3.7. In 2019, Recorded Music New Zealand is not charging any entry fees in relation to the Award, however, as all submissions are to be made online, there may be costs associated with a Nominator's Internet service provider or mobile/other device service or data charges. The Nominator should check with their service provider for details of such fees before submitting an entry. Recorded Music New Zealand reserves the right to review charges for future presentations of the Award.

#### **4. What Happens after an Entry is Submitted?**

4.1. All entries submitted during the Entry Period will be reviewed by representatives from Recorded Music New Zealand and/or The New Zealand Music Commission to verify the eligibility of the entry [3.2], the Music Teacher [2.1] and [2.2] and the Nominator [3.1]. Entries that meet the criteria for the eligibility review will be longlisted as Nominees. Recorded Music New Zealand and The New Zealand Music Commission reserve the right to make the final judgment on eligibility. The decision is final and no correspondence will be entered into on the unfettered and absolute decision of Recorded Music New Zealand and the New Zealand Music Commission. These two entities are under no obligation to disclose or otherwise discuss with any persons their judgments or their decisions which will remain absolutely confidential until the winner is announced.

4.2. Once eligibility of the entries has been determined, Recorded Music New Zealand or The New Zealand Music Commission will then contact all Nominees. If the Nominee wishes to be considered for the Award, the Nominee will be required to submit additional information towards the judging criteria, including information about their Music Programme, their positive influence on the lives of their students and in their community, and their expertise. This information will be submitted via an online form (the link for which will be provided to the Nominee). In addition to typed responses to specified questions, the supplementary submission may be accompanied by up to three photographs and may also include a video of no more than 2 minutes duration (the photos and video are optional). The Nominee will be required to submit these materials within the designated format and timeframe. The Nominee warrants that all consents have been obtained to enable the Nominee to submit these materials and for these materials to be uploaded to a secure website which is accessible for viewing by the Award judges only.

4.3. By submitting such additional information, the Nominee agrees to be contacted by Recorded Music New Zealand or The New Zealand Music Commission regarding their entry, and accepts and agrees to be bound by the terms and conditions set out in this document, including consenting to being filmed/recorded in the event that they become a Finalist.

4.4. Following the deadline for receipt of all additional information sets from the respective Nominees, Recorded Music New Zealand will make these materials available to a judging panel for consideration. This first judging panel will be comprised of representatives from Recorded Music New Zealand and The New Zealand Music Commission. In addition, these judges may also undertake any further background checks, reference checks or reviews at its absolute discretion.

4.5. By evaluating the information against the judging criteria the first judging panel will create a shortlist of up to 12 nominated Music Teachers. The decision is final and no correspondence will be entered into on the unfettered and absolute decision of Recorded Music New Zealand and the New Zealand Music Commission.

4.6. The shortlist of nominated Music Teachers will then be referred to a specialist judging panel for consideration. This judging panel will comprise of expert representatives from music education organisations and the music industry. Guided by the defined Judging Criteria, the specialist judging panel will choose three Finalists for the Award. The decision is final and no correspondence will be entered into on the unfettered and absolute decision of Recorded Music New Zealand and the New Zealand Music Commission.

## **5. When will the confirmed Finalists be announced?**

The Finalists will be announced in early September 2019.

## **6. What happens after the Finalists are announced?**

6.1. Each of the Finalists will be paired with a New Zealand music artist (Award Ambassador). The pairing of each Finalist with an Award Ambassador is at the discretion of Recorded Music New Zealand and The New Zealand Music Commission. The Award Ambassador will visit the Music Programme setting of the Finalist on a date to be scheduled by Recorded Music New Zealand and The New Zealand Music Commission. Each Finalist must make him or herself available for the visit by the Award Ambassador.

6.2. The visit of the Award Ambassador to the Music Programme setting of the Finalist will be recorded and photographed for use by Recorded Music New Zealand and The New Zealand Music Commission and third parties, in various formats and mediums in relation to the Award (including activities related to the NZ Music Awards programme) and the promotion of the Award and the NZ Music Awards.

6.3. As a part of the visit by the Award Ambassador to the school/classroom of the Finalist, Recorded Music New Zealand and The New Zealand Music Commission will require the Finalist or their organisation to seek permission from the facility and the parents of any students to be photographed and/or recorded during the visit by the Award Ambassador. All persons who agree to the Award Ambassador recording and photographing them consents to Recorded Music New Zealand and The New Zealand Music Commission using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without a fee or consideration, for the purpose of promoting The Award and being used in connection with The Award and future Music Teacher of the Year Awards. A legal release may be required to be signed for this purpose.

6.4 Following their visit to the setting, each Award Ambassador will present a summary to the specialist judging panel.

## **7. How is the winner of the Award Determined?**

The winner of The Award will be determined by the specialist judging panel evaluating all information provided against the defined judging criteria. The decision of the judging panel is final and no correspondence will be entered into. The

judging panel is under no obligation to disclose or otherwise discuss with any persons, the nature of such considerations, and decisions made by the specialist judging panel which will sit absolutely with it, and at its absolute discretion.

## **8. When Will the Winner of the Award be announced?**

There will only be one winner of the Award. The New Zealand Music Awards will announce the winner of the Award at the Artisan Awards in Wellington early in November 2019 and acknowledge the winning teacher at the Vodafone NZ Music Awards ceremony to be held in November 2019 at Spark Arena, Auckland.

## **9. General Terms and Conditions**

9.1 The Finalists and the winner of the Award agree to make themselves available for promotional or media activities that may be conducted in relation to the Award. Consent to being photographed and/or recorded is a pre-condition of accepting the Award nomination

9.2 If a Nominator submits an online entry or a Music Teacher provides additional information or materials to be considered for the Award, then that person accepts and agrees to be bound by the terms and conditions set out in this document.

9.3 Each individual warrants that any information or materials that it submits to Recorded Music New Zealand or The New Zealand Music Commission as a part of the nominations and voting process for the Award does not: (a) infringe the privacy rights of any person; and (b) does not infringe the copyright or other intellectual property rights of any person or organisation. Each individual indemnifies Vodafone NZ, Recorded Music New Zealand or The New Zealand Music Commission against any claims made against the same in respect of the foregoing.

9.4 Recorded Music New Zealand or The New Zealand Music Commission may collect, store and disclose all or part of the information submitted by a person in connection with the nominations and voting process for the Award, with any other party, but only for purposes related to the Award and the conduct, administration and promotion of the Award.

9.5 All personal information (as defined in the Privacy Act 1993 Glossary - Personal Information) disclosed to Recorded Music New Zealand or The New Zealand Music Commission in connection with the Award is collected for the purpose of administration and presentation of the Award and will be collected, used, and maintained according to the privacy policies of Recorded Music New Zealand or The New Zealand Music Commission.

9.6 Recorded Music New Zealand or The New Zealand Music Commission may use any information or material provided to them at any stage throughout the nomination and judging process for the Award as a part of promotional materials for the Award, general media for the Award, on the NZ Music Awards website ([www.nzmusicawards.co.nz](http://www.nzmusicawards.co.nz)) and Recorded Music New Zealand and The New Zealand Music Commission social media for purposes related to the Award, without any fee or other payments to the person who submitted or is included/depicted within the materials. If the person who submitted the materials has any moral rights in the materials, then that person consents to The NZ Music Awards, Recorded Music New Zealand and The New Zealand Music Commission (and their licensees) doing any act that, but for this consent, would be an infringement of those moral rights.

9.7 The Award Nominees also each agree that The NZ Music Awards, Recorded Music New Zealand and The New Zealand Music Commission may use and license others to use the Award Nominee's name, voice, likeness and any biographical materials which may have been provided to Recorded Music New Zealand and The New Zealand Music Commission in respect of the Award, and in any related or derivative versions and/or uses of the materials and in the promotion of the Award.

9.8 To the extent permitted by law, The NZ Music Awards, Recorded Music New Zealand and The New Zealand Music Commission and their related entities and their respective directors, officers, employees and agents, exclude any and all liability for any loss or damage, whatsoever which is suffered or sustained, in connection with any person's participation in the Award or The NZ Music Awards, Recorded Music New Zealand's or The New Zealand Music Commission's use of any

material submitted to it as a part of the Award or recorded or photographed in association with the Award. The Nominees and the Finalists release The NZ Music Awards, Recorded Music New Zealand and The New Zealand Music Commission (including its members, employees, and assigns) from all liabilities, claims and demands, in law or equity which the Nominator, the Award Nominees and/or representatives may have against The NZ Music Awards, Recorded Music New Zealand or The New Zealand Music Commission in relation to their involvement in the Award.

9.9 These Terms and Conditions may be modified by Recorded Music New Zealand and The New Zealand Music Commission at any time at their sole discretion without liability to any person.

9.10 This document and the Award is governed by the laws of New Zealand and the parties (including without limitation the Nominators and Award Nominees) each submit to the non-exclusive jurisdiction of the courts of New Zealand.