Asia Pacific Hospice Palliative Care Conference and Oceanic Palliative Care Conference 2027 ("APHC27OPCC") Songwriting Competition ("Competition")

Intellectual Property, Licensing and Publicity Terms

For the purposes of these Terms and Conditions, the "Organisers" refers collectively to the Asia Pacific Hospice Palliative Care Network (APHN) and Global Partners in Care (GPIC).

In these Terms and Conditions: "**Entry**" means a submission to the Competition; "**Entrant**" means the person or persons who submit an Entry; and "**Winning Song**" means the Entry selected as the Winning Song of the Competition. "**Winner**" refers to the Entrant who submitted the Winning Song.

By submitting an Entry, each Entrant confirms that the Entrant has read and agrees to be bound by these Terms and Conditions.

1. Copyright Ownership

1.1 Each Entrant retains ownership of the intellectual property rights in their Entry, including the lyrics, musical composition and sound recording, to the extent that such rights belong to them under applicable law.

1.2 Submission of an Entry or selection as a Winner does not, by itself, transfer copyright ownership to the Organisers. The winning Entrant will not be required to assign or transfer copyright ownership as a condition of receiving a prize.

2. Licence to the Organisers: All Entries (Limited)

2.1 By submitting an Entry, each Entrant grants the Organisers a non-exclusive, royalty-free, worldwide, and irrevocable licence to use, reproduce, publish, communicate and perform the Entry for the purposes of:

(a) administering, reviewing and judging the competition; and

(b) promoting the Competition, including publishing the Entry's title, short excerpts of its lyrics or music, the Entrant's name and approved biographical information, and related promotional materials on the Organisers' websites, social media channels, newsletters and other communication platforms.

2.2 Unless an Entry is selected as a Winning Song or the Entrant has separately agreed in writing, the Organisers will not use the Entry for any other purpose. This licence will expire 12 months after the official announcement of the Competition results.

2.3 The Organisers will not make new uses of a non-winning Entry under this section 12 months after the official announcement of the Competition results. However, materials already published during the licence period may remain in existing online archives, social media feeds or historical records.

3. Licence for the Winning Song

3.1 If an Entry is selected as the Winning Song, the Entrant grants the Organisers a non-exclusive, royalty-free, worldwide and irrevocable licence for the duration of the applicable

copyright and related rights to use the Winning Song for the purposes of the Asia Pacific Hospice Palliative Care Conference (APHC), related APHN and GPIC activities, and the promotion and advancement of hospice and palliative care.

3.2 The licence includes the right to:

(a) **Reproduce and record:** Reproduce, store, record and make copies of the Winning Song, including its lyrics, musical composition and submitted sound recording.

(b) **Perform live:** Arrange for the Winning Song to be performed live at APHC conferences and related events by singers, choirs, bands, orchestras, musicians, healthcare professionals, volunteers or other performers, whether accompanied by live instruments, backing tracks or other musical arrangements.

(c) **Play recordings and broadcast:** Play, broadcast, stream, communicate and make recordings of the Winning Song available to the public through conference presentations, livestreams, conference recordings, websites, social media, video platforms and other relevant communication channels.

(d) **Distribute and publish:** Publish and distribute the Winning Song, its lyrics, recordings and reasonable excerpts through conference programmes, promotional materials, educational resources, newsletters, websites, social media and other APHC-, APHN- or GPIC-related publications and platforms.

(e) **Create audiovisual materials:** Incorporate the Winning Song or reasonable excerpts into conference videos, promotional films, presentations, documentaries, educational materials, awareness campaigns and other audiovisual or digital content relating to APHC, APHN, GPIC or hospice and palliative care.

(f) **Arrange and adapt for performance:** Subject to Sections 4.1 and 4.2 below, create or commission reasonable musical arrangements and adaptations necessary for live performances and conference use, including arrangements for different ensembles, instruments, vocal ranges, choir or band performances, and reasonable edits to the duration or format of the song.

(g) **Authorise relevant partners:** Authorise future APHC conference organisers, venues, production teams, broadcasters, contractors, event partners and service providers to exercise the above rights on the Organisers' behalf, solely for the purposes covered by this licence.

3.3 The Winning Song may be designated as the official song or anthem of APHC. The Organisers intend to premiere the Winning Song at APHC27OPCC in Adelaide and may continue to use it at future APHC conferences and related activities.

3.4 The licence permits live performances by third parties authorised by the Organisers, including choirs, bands and other musical ensembles. It also permits the Organisers to record and distribute such performances for the purposes specified in this section.

3.5 The licence does not transfer copyright ownership of the Winning Song to the Organisers. The winning Entrant retains ownership of the rights they hold, subject to the licence granted under these Terms and Conditions.

4. Adaptations and Restrictions on Use of the Winning Song

4.1 The Organisers may make reasonable technical, production and performance-related adjustments to the Winning Song, including changes to audio format, volume, duration, instrumentation and arrangement, provided that these adjustments are consistent with the purposes of the licence.

4.2 Any material alteration to the lyrics or vocal melody, translation of the lyrics into another language, or adaptation that substantially changes the creative expression or meaning of the Winning Song will require the prior written consent of the relevant copyright owner(s), unless otherwise permitted by applicable law.

4.3 The Organisers will not sell the Winning Song as a standalone commercial music product, commercially license it to unrelated third parties, or use it to endorse unrelated products or services without obtaining separate written permission from the relevant rights holder(s).

4.4 For the avoidance of doubt, when the Organisers create or commission any new arrangement, adaptation, performance, recording, audiovisual materials or other materials in connection with the Winning Song, any intellectual property rights arising in such material will be addressed separately as necessary, and are not automatically transferred to the Organisers.

5. Authorship and Attribution

5.1 The Organisers will make reasonable efforts to acknowledge the songwriter(s), composer(s) and lyricist(s) when the Winning Song is published, distributed, performed or used in promotional materials, conference programmes, websites and other contexts where attribution is reasonably practicable.

5.2 The Entrant must provide accurate information identifying all contributors and their respective roles. The Organisers may use an agreed credit line, such as “Written and composed by [name(s)]”, where appropriate.

5.3 Where full attribution is not reasonably practicable in a particular format or circumstance, the Organisers will make reasonable efforts to provide acknowledgement in an accompanying caption, description, programme, credits section or other appropriate location.

5.4 To the extent permitted under applicable law, each Entrant shall procure that all moral rights comprised in the Entry shall be formally, unconditionally and irrevocably waived for the benefit of the Organisers.

6. Use of Entrants' Names, Images and Submission Materials

6.1 By submitting an Entry, each Entrant grants the Organisers permission to use the Entrant's name, professional biography, photograph, likeness, voice, interview statements and other biographical or promotional materials voluntarily provided to the Organisers, for the purposes of administering and publicising the Competition.

6.2 For non-winning Entrants, such permission is limited to the competition-related purposes described in Section 2 and is subject to the same 12-month period, except for materials already published in existing archives as described in Section 2.3.

6.3 For the winning Entrant, the Organisers may continue to use the Entrant's name, approved biography, photograph, likeness, voice and relevant submission materials to announce and promote the winner, acknowledge the creator of the Winning Song, publicise the song's premiere, and promote future APHC conferences and related APHN and GPIC activities.

6.4 The Organisers may use these materials in websites, social media posts, newsletters, press releases, conference programmes, event presentations, videos and other relevant publicity materials. The Organisers may edit or format the materials for presentation, provided that they do not materially misrepresent the Entrant or the Entrant's views.

6.5 Entrants are responsible for obtaining all necessary permissions from identifiable individuals appearing in photographs, videos, recordings or other materials they submit, where such permission is required. Entrants must also ensure that they have the authority to grant the Organisers the rights specified in these Terms and Conditions.

6.6 Personal data submitted through the competition will be handled in accordance with applicable data protection laws. For questions about how your personal data is used, or to withdraw your consent, contact aphn@aphn.org.

7. Originality and Third-Party Rights

7.1 Entrants warrant that, except for any third-party material disclosed under Section 7.3, their submissions are original, that they have the authority to grant the licences described in these Terms and Conditions, and that their submissions do not infringe the intellectual property, contractual, privacy or other rights of any third party.

7.2 Where an Entry involves any co-writers, composers, arrangers, performers, producers, other contributors, or rights holders, the Entrant is responsible for identifying such persons and warrants that, before submitting the Entry, the Entrant has obtained all consents, licences and permissions necessary for the Entrant to submit the Entry and to grant the licences set out in these Terms and Conditions.

7.3 Entrants must disclose any third-party material incorporated into their submissions, including samples, loops, backing tracks, pre-existing compositions, recordings, photographs, video footage or other licensed materials. Entrants must obtain all permissions necessary for the uses contemplated by these Terms and Conditions.

7.4 Entrants must disclose and comply with the Competition's separate requirements concerning the use of generative artificial intelligence (GAI). Entrants remain responsible for ensuring that their submissions satisfy the Competition's originality, authorship, disclosure and rights-clearance requirements.

7.5 The Organisers reserve the right to request reasonable evidence of authorship, ownership, authority or rights clearance where concerns arise. Failure to provide satisfactory evidence, or the submission of false, misleading or incomplete information, may result in disqualification in accordance with the Competition rules.

7.6 To the extent permitted by applicable law, the Organisers will not be responsible for, any claim, liability, loss or expense arising from the Entrant’s breach of sections 7.1 to 7.4 above.

7.7 The Entrant will shall indemnify, defend and hold harmless the Organisers against all claims, losses, actions, proceedings, damages and costs arising out of or relating to any claim that any part of the Entry infringes or misappropriates any intellectual property of any person, and the Entrant shall have the responsibility for dealing with, defending and settling at its own expense any such intellectual property infringement proceedings. Each party shall notify the other promptly after notice or receipt of any claim threatened or filed.

8. Sound Recordings and Performers

8.1 Entrants must ensure that they own or have obtained all necessary rights and permissions relating to the submitted sound recording, including relevant rights held by producers, musicians, vocalists and other performers.

8.2 Entrants must obtain any necessary permissions for the recording, reproduction, distribution and public use of their performances and recordings as contemplated by these Terms and Conditions.

8. Prizes, Royalties and Additional Agreements

8.1 The competition prizes are as stated in the official Competition announcement. No additional royalty, performance fee, licensing fee or other remuneration will be payable for uses expressly covered by the licence granted under these Terms and Conditions, unless otherwise agreed in writing or required by applicable law.

8.2 Before formally adopting the Winning Song or exercising rights that require additional permissions, the Organisers may request that the winner sign a supplementary written agreement confirming the rights holders, attribution arrangements and permissions necessary for the intended uses.

8.3 Any supplementary agreement must be consistent with these Terms and Conditions unless the relevant parties expressly agree otherwise in writing. The winner will not be required to assign or transfer copyright ownership solely as a condition of receiving the prize.

9. Governing Law and Jurisdiction

9.1 These Terms and Conditions, and any non-contractual obligations arising out of or in connection with them, are governed by the laws of Singapore.

9.2 Subject to any applicable mandatory legal requirements, the parties submit to the exclusive jurisdiction of the courts of Singapore in relation to disputes arising out of or in connection with these Terms and Conditions.

9.3 Nothing in these Terms and Conditions excludes or limits any rights or remedies that cannot lawfully be excluded or limited under applicable law.