

NEW WAVE FUND TERMS AND CONDITIONS

Fund	New Wave Podcasting Fund
	<p>The ABC is providing four successful teams the following support from the Fund to further develop their submission:</p> <ul style="list-style-type: none"> • \$2,500 to each team member to participate in four days of workshops (Monday 14 July to Thursday 17 July) • \$5,000 to each team to create their pitch materials
ABC	Australian Broadcasting Corporation (ABN 52 429 278 345) of 700 Harris Street, Ultimo 2007, New South Wales, Australia.
You	An applicant, representing a team providing a submission
Guidelines	New Wave Guidelines, which are set out at Comedy Podcast Callout
Submission Period	Submissions open: 12:00pm AEST 6 May on 2025
	Submissions close: 08:00pm AEST on 25 May 2025
	<p>Any submission received after close of submissions will not be considered. No responsibility is accepted for late, lost, delayed or misdirected submissions.</p> <p>The ABC reserves the right to shorten or extend the Submission Period.</p> <p>If the ABC is going to change the submission date, the ABC will provide 72 hours prior notice of the change by publishing notifications via the submission website and ABC Listen’s Instagram.</p>
Eligibility	<p>To be eligible for the New Wave Fund:</p> <ul style="list-style-type: none"> • Your team must be between one (1) and three (3) members • You, and all members of your team, must be Australian citizens or Australian permanent residents and 18 years of age or older and must not be an ABC employee; • Companies must be incorporated and carrying on business in Australia, and have central management and control in Australia; • Prior to submitting the work to the Fund, You must not have sought any other third-party funding for the work submitted ; • After You submit the work to the Fund, and until You are notified whether You are successful (which will be no later than 17 June 2025), You must not seek any other third-party funding without the ABC’s prior written approval; • You must not be a member of any other team making a submission; and • You must be available to attend the four day development workshop from Monday 14 July 2025 to Thursday 17 July 2025.
Submission Process	<p>You must complete the online submission form available at Comedy Podcast Callout, including the following details:</p> <ul style="list-style-type: none"> • a short voice recording of approximately 1 minute in length answering the question of What most excites your team about your podcast idea; • a proposal document (of no more than 5 pages) providing an overview of your submission, including: <ul style="list-style-type: none"> ○ A short show pitch document including the concept, genre, audience, and a reference to one podcast that is similar in tone, style or genre;

	<ul style="list-style-type: none">○ Details of the team members, including a brief description of the role each key team member would play and a short biography;○ Links to any of your existing work and/or any audio (maximum 3 minutes) associated with the project You are pitching;○ Details of your existing social media profiles;○ A personal diversity statement and/or outline how You contribute to diversity in content and practice; and○ Contact details for all team members. <ul style="list-style-type: none">● any other material specified in the Guidelines. <p>The following apply:</p> <ul style="list-style-type: none">● Your submission must be primarily in English;● You can submit your submission once, and You cannot recall or edit your submission once submitted;● You must disclose any use of generative artificial intelligence in the creation and preparation of your submission;● The ABC might ask You to provide further information in support of your submission, such as biographical information for key creatives, company profile material, or other creative or rights clearance information;● The ABC is looking for new original works, but will not exclude podcasts with some element of published production. If You are submitting a published production, please outline the number of episodes and seasons; and● The ABC does not undertake to review any associated material in your submission, such as links or attachments to further content, unless such materials have been requested by the ABC.
--	---

Assessment Criteria

Your submission will be assessed in accordance with the Guidelines and on the following basis:

1. The strength, quality and originality of the concept and comedy;
2. The potential of the series to appeal to its target audience (under 40 years old). Please note – existing fan bases may be used as evidence of appeal to target audience (please provide details);
3. Whether or not the podcast is distinctive or serves an underserved audience;
4. The potential of the series to become an on-going or multiple-season podcast for the ABC;
5. The experience and skillset of team members; and
6. The career development benefits of this project for the individual or team, including consideration of diversity.

The ABC is anticipating a high volume of submissions, so individual feedback will not be provided to You.

The ABC's assessment of your submission is at its sole and absolute discretion and all decisions of the ABC will be final.

<p>Development Agreement</p>	<p>If successful, You will be required to enter into a New Wave Development Agreement which must be executed prior to 7 July 2025, unless otherwise agreed.</p> <p>The New Wave Development Agreement will include terms to the effect of:</p> <ol style="list-style-type: none"> 1. You must attend a four day development workshop bootcamp from Monday 14 July 2025 to Thursday 17 July 2025, and produce a series treatment and 3-5 minute sizzle reel. 2. You must comply with all reasonable promotion requirements specified by the ABC to promote the Fund. 3. The ABC will own any material produced under the New Wave Development Agreement. You continue to own all intellectual property rights in your underlying concept and submission, and grant the ABC a licence to use these to the extent incorporated in any material produced under the agreement. 4. The ABC has exclusive first option to further develop or commission the production for 6 months following delivery. 5. Any broadcast or communication by the ABC of the material is at the ABC's discretion and subject to ABC Editorial Policies. 6. Individuals (eg sole traders) may request to contract via a service company. 7. Individuals and company applicants must have an ABN/ACN at the time of contracting unless otherwise agreed with the ABC. 8. And other terms and conditions to be agreed in good faith. <p>The ABC may elect not to award funds to an applicant who cannot comply with the New Wave Development Agreement.</p> <p>Approved funding is divided between a Workshop Payment for each individual team member, and a Development Payment for each team. The Workshop Payment, and 80% of the Development Payment will be paid on signature of the Development Agreement and 20% of the Development Payment will be paid on completion of the Development Materials unless otherwise agreed having regard to the value of the funding and the deliverables required.</p>
<p>Rights in Your Submission</p>	<p>You retain any intellectual property rights that exist in your submission. You grant the ABC a non-exclusive, perpetual, irrevocable and royalty free licence to use all intellectual property in your submission (including, without limitation, a right to sublicense and make copies) throughout the world, for the purpose of:</p> <ol style="list-style-type: none"> 1. assessing and clarifying your submission; 2. managing any resultant Development Agreement or other agreement with You, including use of the submission in or in association with any resultant material or production which may be developed or commissioned by the ABC; 3. complying with any audit, governmental and Parliamentary reporting requirements; and 4. responding to any disputes about the Submission Process; and 5. promotion of the Fund. <p>You acknowledge the ABC receives a large number of ideas and proposals, and may already be considering ideas from internal sources</p>

	<p>or as submissions to the Fund which are the same or substantially similar to your submission. The ABC undertakes not to use or rely on any of the material in your submission in respect of any other podcast or submission in the event that the ABC accepts a submission, or has already begun developing a podcast idea, which is the same or substantially similar to yours.</p>
<p>Warranties and Indemnities</p>	<p>You warrant that:</p> <ol style="list-style-type: none"> 1. Your submission is your original work, and to the extent that it is not, You have obtained relevant permissions, clearances and consents to include the work in your submission; 2. All key subjects are willing to participate in the submission and future development of the concept; 3. All details provided in your submission are true and accurate; 4. You have all necessary rights to grant the ABC the rights granted under these terms and conditions; 5. use of your submission by the ABC, in accordance with these terms and conditions, will not infringe the rights of any third parties; and 6. Your application does not breach any laws. <p>You agree to indemnify the ABC against any loss or damage resulting from any breach of the warranties above and acknowledge that the ABC may in its absolute discretion, not accept your submission if it determines that You are in breach of the warranties.</p>
<p>Conduct of the Submission Process</p>	<p>The ABC may at any time during the submission and assessment process, in its sole and absolute discretion, and without providing reasons:</p> <ol style="list-style-type: none"> 1. suspend, vary or terminate the Submission Period, Submission Process or Eligibility; 2. provide funding to all, some or none of the applicants; 3. require additional information or clarification from any applicant; 4. provide additional information or clarification; 5. call for new submissions; 6. publish or disclose the names of the successful applicants at or after the conclusion of the Submission Process; 7. allow or not allow a related body corporate to take over a submission in substitution for the original applicant. <p>The ABC is not responsible for any error or inaccuracy in any information provided by the ABC regarding the call for submissions, or any technical error that may occur in the administration of the assessment of submissions.</p> <p>The ABC is not liable for any delay, death, injury, damages, expenses or loss whatsoever (whether direct or consequential) incurred by You or your property as a result of your submission.</p> <p>The ABC is not obliged to dispense all or any part of the Fund, and has sole and absolute discretion whether and what amount of funding will be granted to any particular submission, or not at all.</p> <p>Nothing in this call for submissions creates a binding contract or agreement, whether express or implied, between You and the ABC until a written agreement, if any, is entered into by the parties.</p> <p>This process, and any conduct or statement made prior to or subsequent to the call for submissions, is not:</p>

	<ol style="list-style-type: none"> 1. an offer to contract; or 2. a binding undertaking of any kind by the ABC (including, without limitation, quasi-contractual rights, promissory estoppel, or rights with a similar legal basis). <p>The ABC reserves the right to modify, amend, or alter these terms and conditions. Any amendments to these terms and conditions will be published on the submission website.</p> <p>These terms and conditions shall be construed in accordance with the laws of the State of New South Wales.</p>
Privacy	<p>The ABC may use the personal details You have provided for the purpose of assessing your submission.</p> <p>The ABC may disclose your personal information to its contractors, agent and professional advisers to assist in assessing your submission.</p> <p>The ABC may also use your personal information for any promotional, marketing or publicity purposes of the ABC, subject to the ABC's Privacy Policy available at http://www.abc.net.au/privacy.htm. The ABC Privacy Policy does not form part of these terms and conditions.</p>