

# **Miyaghiaway – Legal Terms & Agreements**

**Last Updated:** 8/12/2025

**Operated by:** Miyaghiaway / RadioAway

**Location:** Australia

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## **1. Introduction**

Welcome to Miyaghiaway (“we,” “our,” “us”). By participating in the Miyaghiaway platform, submitting content, or signing this agreement, you (“Participant” or “Creator”) confirm that you have read, understood, and agreed to these Official Legal Terms.

Miyaghiaway is a digital creative platform where individuals submit original, edited video content for competition, public voting, promotion, and potential rewards. Approved submissions may be featured across the Miyaghiaway website, live broadcasts, social media channels, and promotional materials. Where applicable, approved creators may receive payment in AUD at a previously agreed rate in exchange for granting Miyaghiaway the right to publish, use, and distribute their content.

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## **2. Eligibility & Age Requirement**

You must be **18 years or older** to take part in Miyaghiaway.

If you’re under 18, you’ll need **written permission from a parent or legal guardian**.

By submitting a video, you’re confirming that you’re eligible to participate.

### **What’s Required**

To enter, you must:

- Create and submit **your own original content** — it must belong to you.
- **Only use music, footage, or visuals you’re allowed to use** (no copyrighted or unlicensed content).
- Make sure any payment details you provide are correct and up to date. If incorrect information is submitted, Miyaghiaway is not responsible for any resulting issues.

If these rules aren’t followed, your submission may be removed or disqualified.

### **2.1 Creator Responsibility for Copyright**

Creators confirm they fully own all submitted content and hold all necessary rights. Miyaghiaway is not responsible for unlicensed music, footage, or third-party assets included in submissions. Creators are solely responsible for resolving any copyright disputes directly with rights holders.

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### **3. Competition Structure & Submissions**

#### **3.1 Required Weekly Submissions**

Each participant must submit **two (2) videos per week**:

##### **A. Trailer Video (Due Tuesday – 30 Seconds)**

This is your promotional or hype video.  
Face reveal or voice-over is optional.

You must answer:

1. Why should people vote for your video?
2. What advice would you give to someone starting their creative journey?

Your **social media handle must be clearly visible**.

##### **B. Introduction Video (Due Wednesday – Short Video)**

This video is about getting to know you.  
Face reveal or voice-over is optional.

You must answer:

1. Can you tell us a little about yourself?  
(Background, hobbies, talents, motivation)
2. How do you define success for yourself?  
(Personal, professional, or creative goals)

#### **3.2 Video Requirements**

- All content must be **original** and created by the participant
- File formats accepted: **MP4, MOV**, or private **YouTube / Google Drive link**
- Videos must be suitable for a **general audience**
- Only **one submission per participant per week**
- Late or non-compliant submissions may be rejected

A 1-hour reminder may be sent, but **submission responsibility remains with the participant**.

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## **4.1 Creator Responsibility for Copyright**

By submitting content to Miyaghiaway, the Participant represents and warrants that:

1. The Participant is the **sole owner** of all submitted content and possesses all necessary rights, licenses, and permissions to use, distribute, and display such content.
2. The submitted content does **not incorporate copyrighted, trademarked, or otherwise protected music, footage, images, or third-party assets** without proper authorization or licensing.
3. The Participant **assumes full responsibility** for any copyright infringement, intellectual property claims, or disputes arising from the submitted content.
4. Miyaghiaway reserves the right, at its sole discretion, to **request documentation or proof of originality**, including but not limited to raw footage, project files, or licensing agreements. Failure to provide such proof may result in **disqualification, removal of content, or withholding of payment**.

This provision survives the submission and is binding on all Participants.

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## **5. Content Standards**

Submitted videos must **not contain**:

- Offensive, discriminatory, hateful, or explicit material
  - Illegal or misleading content
  - Content unsuitable for public broadcast  
Failure to comply may result in **rejection or disqualification**.
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## **6. Voting & Judging**

- Eligible videos will be made available for **public voting**
- The entry with the **highest number of valid votes** wins the weekly prize
- **Vote manipulation**, including bots or fake accounts, will result in immediate disqualification

All decisions made by Miyaghiaway are **final and binding**.

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## **7. Rights, Usage & Promotion**

By submitting content, participants grant Miyaghiaway a **worldwide, perpetual, non-exclusive, royalty-free license** to:

- Use, reproduce, edit, crop, display, distribute, and promote submitted videos
- Publish content across websites, social media, live streams, and promotional materials

No additional compensation is required for promotional use unless otherwise agreed in writing.

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## **8. Payment, Refund, and Withholding Policy**

### **8.1 Payment Eligibility**

Only videos that are **approved by Miyaghiaway** qualify for compensation. Rejected submissions **will not receive payment**.

### **8.2 Payment Terms and Responsibility**

Approved creators will be paid the **agreed amount per accepted video**, exclusively via PayPal. Participants are responsible for providing **accurate and up-to-date PayPal account information**.

Miyaghiaway is **not liable** for:

- Payments sent to incorrect or invalid PayPal accounts
- PayPal fees, deductions, or charges
- Currency conversion losses or international transfer fees
- Any financial losses due to banking delays, exchange-rate differences, or third-party platform issues

No refunds, reversals, or re-issued payments will be made due to incorrect or invalid payment details.

### **8.3 Withholding Payment**

Miyaghiaway reserves the right to **withhold payment** if:

- Copyright, ownership, or licensing concerns arise
- Verification of originality or submitted content cannot be completed
- Legal compliance issues are identified

Payment will only be released once all verification and compliance requirements are satisfied.

#### **8.4 Payment Adjustments for International Participants**

Creators located outside Australia acknowledge that **currency conversion rates, banking fees, international transfer charges, PayPal fees, or local restrictions** may reduce the amount received. Miyaghiaway is **not responsible** for any associated financial losses.

#### **8.5 Limitation of Liability**

Miyaghiaway is **not liable** for:

- Copyright disputes or claims made by third parties
- Lost earnings or financial losses
- Delays caused by payment processors or international banking systems
- Actions, issues, or changes made by third-party platforms or services

#### **8.6 Termination**

Miyaghiaway reserves the right to **remove content or restrict access** at any time if policy violations, fraudulent activity, or suspected misconduct occur.

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### **9. Winner Information & Public Display**

All participants must submit the following details (required regardless of winning status):

- Place Name
- Location (City / Area)
- State
- Country

If selected as a winner, this information may be **featured on the Miyaghiaway website and platforms** to showcase your work and vision.

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### **10. Website Disclaimer**

All content published by Miyaghiaway is for **entertainment, informational, and promotional purposes only**.

- Travel locations may change over time
- Miyaghiaway does not guarantee safety, accuracy, or accessibility
- Viewers are responsible for making their own travel decisions

#### **10.1 Website Use**

Users must not engage in misuse of the website, disrupt services, or copy other creators' content without permission. Unauthorized access, tampering, or harmful activities are prohibited.

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## **11. Limitation of Liability**

Participation is at your own risk.

Miyaghiaway, RadioAway, sponsors, and affiliates are **not liable** for:

- Copyright disputes
  - Financial losses
  - Payment processor delays
  - Injuries, damages, or claims related to participation or content use
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## **12. Disqualification & Termination**

Miyaghiaway reserves the right to:

- Disqualify participants
  - Reject submissions
  - Remove content  
at any time for rule violations, misconduct, or actions against the spirit of fair competition.
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## **13. PRIVACY POLICY**

### **13.1 Information We Collect**

We may collect:

- Name
- Email address
- Payment details
- Submitted videos and associated metadata

### **13.2 How We Use Information**

Information is used to:

- Process content submissions
- Verify ownership
- Send payments
- Display creator content publicly

### **13.3 Use of Submitted Videos**

Submitted and approved videos may be used on the Miyaghiaway website, social media accounts, advertising, and promotional materials. Creators grant a perpetual licence for this usage.

### **13.4 Data Storage**

Personal information is stored securely and will not be sold. Data may be shared only with essential service providers, such as payment processors.

### **13.5 Cookies**

Our website uses cookies for functionality, performance, and analytics improvements.

### **13.6 Your Rights**

Creators may request access to, correction of, or deletion of their personal data. This does not affect licensing rights already granted for published videos.

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## **14. Final Authority**

All decisions made by Miyaghiaway are **final and binding**.

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## **15. Website Disclaimer**

All content on Miyaghiaway is provided for entertainment, informational, and promotional use only. Travel locations shown may change over time. Users are responsible for verifying current conditions and making their own travel decisions.

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## **16. Contact Information**

Support & Legal Inquiries

Email: [miyaghiaway@gmail.com](mailto:miyaghiaway@gmail.com)

Website: <https://www.miyaghiaway.com/>

Location: Australia

## **Participant Agreement**

By signing below, I confirm that I have read, understood, and agree to abide by these Official Legal Terms & Conditions.

I agree to the terms and conditions

**Participant Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## **Parental / Legal Guardian Consent (If Under 18)**

I confirm that I am the legal guardian of the participant named above and approve their participation under these terms.

**Guardian Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

