

Community Music Wales – 25th Anniversary Song Competition

1. The promoter

1.1 The promoter is: Community Music Wales, Unit 8, 24 Norbury Road, Fairwater, Cardiff, CF5 3AU (CMW)

2. The competition

2.1 The title of the competition is: 25th birthday song

2.2 Entrants must use their song writing skills to write a song on behalf of Community Music Wales celebrating 25 years of the organisation.

2.3 The competition will run in two phases. First phase Community Music Wales will accept and review all entries to the competition.

These will then be judged by a panel and the three (top) songs will be entered into phase two - a public vote to be held via CMW's website.

2.4 You may enter any number of songs; however a separate entry is required for each song.

2.5 All competition entries must be submitted no later than 23:59 on the 30th November 2016.

2.6 To enter the competition:

(a) Write a "birthday" song for Community Music Wales, i.e. celebrating community music, music, or Community Music Wales as an organisation.

(b) Upload your song to a preferred location (i.e. YouTube, Soundcloud etc.)

(c) send the link to 25thanniversary@communitymusicwales.org.uk along with your contact details or use the contact form provided on the website.

2.7 No purchase necessary.

2.8 CMW will not accept responsibility for competition entries that are lost, mislaid, or damaged, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

2.9 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

2.10 The competition entries will be judged by a judging panel based on the subjective interpretation of the creativity and originality of the song. The decision of the judge (acting reasonably) will be final. CMW reserves the right to amend the criteria used to judge entries.

2.11 Entrants shall not submit any lyrics that uses any political slogans or homophobic language, or are of a lewd or explicitly sexual nature, lyrics containing overt brand sponsorship, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or infringes others' rights (including intellectual property rights).

2.12 CMW reserve the right in its absolute discretion to disqualify any entrant if it has reasonable grounds to believe that an entrant has breached any of these terms and conditions, any applicable law (including copyright law) or has otherwise infringed the intellectual property of any other person. Each entrant acknowledges and agrees that any failure to comply with these terms and conditions could lead to CMW disqualifying that person, without CMW giving any reason for such disqualification or granting any opportunity for challenge.

3. Eligibility

3.1 The competition is only open to all residents in the UK, of any age. It is deemed that the parent(s) or guardian(s) of any entrant that is aged under the age of 18 have consented to that person's entry into the competition and these terms and conditions. Entrants may be required to provide proof of identity and if aged under 18, should be able to demonstrate to CMW's satisfaction that their parent/guardian has given their consent to such entry.

3.2 Employees of CMW or their family members or anyone else connected in any way with the competition or helping to set up the competition shall not be permitted to enter the competition.

3.3 CMW reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the competition.

4 The prize

4.1 The winning entry will have their song performed at the 25th Gala event in November 2017 by all of the participants and audience members of the event. They will have the opportunity to perform themselves or allow someone else to lead the performance.

5. Winner announcement

5.1 The winner of the Public Vote will be announced by CMW 1 week after the public vote closes

5.2 The decision of the judges nominated by CMW is final and no correspondence or discussion will be entered into.

5.3 CMW will contact the winner personally as soon as practicable after the Public Vote closes.

5.4 CMW will send the name and county of the winners to anyone who writes within one month after the Announcement Date of the competition requesting details of the winner and who encloses a self-addressed envelope to the address set out in condition 1.

6. Limitation of liability

Insofar as is permitted by law, CMW, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, disappointment, personal injury or death occurring as a result of any entrant entering this competition, taking up the prize, or as a result of any entrant winning or not winning any prize, except where it is caused by the negligence of CMW, its agents or distributors or that of their employees. Your statutory rights are not affected.

7. Ownership of competition entries and intellectual property rights

7.1 CMW does not claim any rights of ownership in your competition entry.

7.2 You agree that CMW (and any third party authorised by CMW) may use your entry (whether or not it wins the competition) for any promotional purpose (for example, placing it on the CMW website or other advertising media). You confirm that your entry is original that you own and have the right to license to CMW the copyright and other intellectual property rights in the entry for the purposes referred to in these terms and conditions, but you give CMW (and any third party authorised by CMW) your irrevocable permission to use, reproduce, publish, transmit, copy, amend, store and sub-licence your entry worldwide for such promotional purposes and for the purposes of the competition including the public performance in November 2017.

7.3 By submitting your competition entry and any accompanying material, you agree to:

(a) assign to CMW all your intellectual property rights with full title guarantee; and

(b) waive all moral rights,

in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

7.4 You agree that CMW may, but is not required to, make your entry available on its social media channels and websites and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant CMW a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry for such purposes.

8. Data protection and publicity

8.1 If you are the winner of the competition, you agree that CMW may use your name, image and town or county of residence to announce the winner of this competition and for any other reasonable and related promotional purposes.

8.2 You further agree to participate in any reasonable publicity required by CMW.

8.3 By entering the competition, you agree that any personal information provided by you with the competition entry may be held and used only by CMW to administer the competition.

9. General

9.1 If there is any reason to believe that there has been a breach of these terms and conditions, CMW may, at its sole discretion, reserve the right to exclude you from participating in the competition.

9.2 In the event of any dispute regarding these terms and conditions, the conduct or results of the competition, or any other matter relating to a competition, the decision of CMW shall be final and unchallengeable and no correspondence or discussion shall be entered into, comment issued, or reason given in respect of any decision made by CMW.

9.3 CMW reserves the right to hold void, suspend, cancel, or amend all or any part of the competition where it becomes necessary to do so. Any changes to these terms and conditions, or cancellation of the competition, will be posted on the CMW website. It is the responsibility of entrants to keep themselves informed as to any changes to the terms and conditions.

9.5 These terms and conditions and any dispute arising out of or in connection with them or their subject matter (including any non-contractual disputes or claims) shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

9.6 A copy of these terms and conditions may be obtained by sending a stamped addressed envelope to: Community Music Wales, Unit 8, 24 Norbury Road, Fairwater, Cardiff, CF5 3AU.