

RULES OF THE GLOBAL **"Seasonal Synth Sounds"** CONTEST

§ 1. GENERAL PROVISIONS

1. This document ("Rules") describes the terms and conditions of the **"Seasonal Synth Sounds"** Contest (further: "Contest").
2. We invite you (we will later refer to you also as the "Contestant") to create a musical work inspired by the holiday season with a focus on synthesizer sounds in a freely chosen genre and style ("Entry").
3. You should send us the Entry in the form of the file specified below via the dedicated website <https://synsounds.holiday>. You can find detailed submission requirements in § 4.
4. The Prizes will be awarded to the Contestants who create the most creative and original Entries, send them to us during the Contest Period, and submit all the other necessary information detailed in § 6 ("Prizes"). We will award a total of up to 3 Winners.
5. The Contest is organized by Electro FM (further: "we" or the "Organizer").

§ 2. CONTESTANTS

1. You can participate in the Contest if you are at least 18 years old on the day of entering the Contest and you have full legal capacity, meaning you can independently enter into legal transactions, including binding contracts, in accordance with your local law.
2. Exclusions:
 - You cannot participate in the Contest if you are an employee or close business associate of the Organizer or its affiliates, subsidiaries, or advertising agencies.
 - Immediate family members of the aforementioned persons are also excluded.
 - Individuals whose life interests are located on territory of the Russian Federation or the Republic of Belarus (i.e. your residence address or postal address for receiving Prizes is located there or your bank account is associated with Russian or Belarussian banking system)
 - Contestants who are members of a music union are ineligible to participate.

§ 3. CONTEST DATES

1. The Contest begins on September 1, 2023, 00:00 and ends on November 20, 2023, 23:59 Pacific ("Contest Period").
2. Winners will be announced publicly by December 1, 2023, at the latest.

§ 4. SUBMISSIONS

1. In order to participate in the Contest, you have to send us your Entry in accordance with the Rules as set below.
2. Every Entry should be saved in a high-quality audio format and last between two and five minutes. Additionally, if the Entry includes lyrics, they should be clear and appropriate. Entries which do not meet these requirements will not be taken into consideration for the purpose of the Contest.
3. Send us your Entry via the website. Entries submitted in any other way do not qualify for the Contest.
4. You can submit or replace your Entry once. If you choose to replace your initial Entry, ensure the replacement also adheres to all the Contest rules. Only the latest Entry you send will qualify for the Contest.
5. It is not permitted to make submissions on behalf of other people.
6. The Entry has to be in line with the provisions of applicable law. In particular, the Entry shall not infringe someone else's copyrights, trademarks, or other Intellectual Property or personal rights.
7. The Organizer reserves the right to reject or disqualify a Contestant's Entry if: a) it violates the provisions of applicable law or the Contest Rules; or b) the Entry may be considered inappropriate, offensive, or infringing on third party's intellectual property or personal rights.

§ 5. DECISION

1. Three (3) winners will be selected by a panel of judges, consisting of esteemed members from the synth music community (hereinafter referred to as the "Judging Panel").
2. Judges may submit songs for inclusion but are not eligible for prizes.
3. The Judging Panel will choose the winners based on the following criteria:
 - Suitability as holiday music
 - Inclusion and innovative use of synth sounds
 - Overall creativity
 - Originality of the piece
4. The Judging Panel's decision is final.
5. The winning Entries and names of the Winners will be published on at least:
 - Official "Seasonal Synth Sounds" Website: <https://synthsounds.holiday>
 - Official "Electro FM" Instagram profile: <https://www.instagram.com/electrofmusic/>
 - Official "Electro FM" Mastodon profile: <https://synthwave.social/@electrofm>
 - Official "Electro FM" Twitter/X profile: <https://twitter.com/electrofmusic>

§ 6. PRIZES

1. All Winners will receive monetary prizes, the exact amount and distribution of which will be detailed in promotional materials or on the contest website. The total prize pool is determined by the Organizer.
2. Winners are solely responsible for paying any taxes or fees related to their prize money based on local tax regulations.
3. Monetary prizes will be sent via a method mutually agreed upon between the Organizer and the Winner (e.g., PayPal, Venmo, bank transfer, etc.). Any fees associated with the transaction will be deducted from the prize amount.
4. Additional software prizes sponsored by Arturia will be awarded to designated winners. These prizes require winners to create an Arturia account using a valid email address, which must be provided for the purpose of granting the software license.
5. The Organizer reserves the right to award other special prizes at its sole discretion.
6. All Contestants, irrespective of the language version of the Rules displayed to them, compete for the same Prize pool as described.
7. Winners will be informed about the Contest results via email at the address they used to submit their Entries. Ensure the provided email is regularly checked to avoid missing important announcements. Notification will be sent within seven (7) calendar days from the announcement date specified in § 3 point 2.
8. Winners must, within seven (7) calendar days from the receipt of the notification: a) Confirm their acceptance of the Prize via direct message in response to the announcement email. b) Provide the Organizer with their preferred payment method details for the transfer of the prize money and, if applicable, their Arturia account email for software prizes.
9. If the delivery or transfer of the Prize to the Winner is not feasible due to unforeseen circumstances or limitations, the Organizer will liaise with the Winner to determine a viable alternative.
10. The Organizer retains the right to award a prize to another Contestant if the initial Winner fails to provide the required information, refuses the Prize, or cannot be reached within the stipulated time frame.
11. Winners are obligated to provide any additional tax documentation or certificates if requested by the Organizer.
12. Contest results will be announced on the official social media accounts and contest website, <https://synthsounds.holiday>, no later than the date mentioned in § 3 point 2.

§ 7. CONTESTANT'S OBLIGATIONS AND DECLARATIONS

1. By submitting your Entry in accordance with the Rules, you (as a Contestant) confirm that you fulfill the requirements set out in the Rules.
2. By submitting your Entry, you grant the Organizer permission to use your name and the Entry for announcements related to the Contest results and any subsequent promotional activities.

3. By submitting your Entry, you also declare that:
 - The Entry is a result of your own and independent work.
 - You exclusively own all copyrights to the Entry and have not infringed upon any third-party rights in its creation or submission.
 - Your rights to the Entry are neither limited nor encumbered by any third-party rights.
 - You have not previously granted any licenses that conflict with the permissions given to the Organizer under these Rules.
 - While you retain all copyrights to your Entry, by submitting it, you provide the Organizer a perpetual, non-exclusive, royalty-free license to use the Entry in YouTube videos, promotional materials, and other related platforms.

§ 8. COPYRIGHTS AND USAGE RIGHTS

1. By submitting your Entry, you (the Contestant) grant us (the Organizer) a non-exclusive, worldwide, non-transferable, royalty-free license to use the Entry for the purposes of the Contest and associated promotional activities. This license includes, but is not limited to:
 - Producing copies of the Entry using any method.
 - Distributing and disseminating the Entry across all channels.
 - Making the Entry available in a manner that allows any person to access it in a place and time of their choosing.
2. The license referred to in §8 point 1: a. Is granted for an indefinite period for all Entries, ensuring that the Organizer retains the right to use the Entry in future promotional materials, YouTube videos, or related platforms without any further compensation.
3. Contestants retain all copyrights to their Entries. No copyright transfer will be required from Winners or any other Contestants.
4. While Contestants retain all rights to their music, by participating, they understand and agree that the Organizer is granted a perpetual, non-exclusive, royalty-free license to use the Entry in YouTube videos, promotional materials, and other related platforms.
5. The Organizer respects the intellectual property rights of all Contestants and expects all participants to do the same. Any Entries found to infringe upon copyrights, trademarks, or other intellectual property rights will be disqualified.

§ 9. PERSONAL DATA

1. By participating in the "Seasonal Synth Sounds" Contest, you (the Contestant) acknowledge that you are sharing personal information with the Organizer, an individual managing the contest.
2. Any information provided by the Contestants is voluntary but may be necessary to participate in the Contest and, for Winners, to receive Prizes.
3. The following personal data might be collected:
 - Contestant: name or pseudonym, email address, and any other personal data included in the Entry.

- Winner: name or pseudonym, contact details for prize delivery, and any other relevant information required by law (e.g., for tax purposes).
- 4. Your personal data will be used solely for the purposes of organizing the Contest, assessing submissions, awarding prizes, announcing results, and communicating with Contestants.
- 5. Your data will be treated with confidentiality and will not be shared with third parties, unless required by law.
- 6. You have the right to inquire about, access, or request the deletion of your personal data related to the contest at any time.

§ 10. INDEMNITY

1. The Organizer will not cover any costs incurred by the Contestant in connection with their participation in the "Seasonal Synth Sounds" Contest, including but not limited to, preparing, submitting the Entry, or receiving the Prize.

§ 11. FINAL PROVISIONS

1. The Rules are published exclusively in the English language.
2. The Rules are governed and construed in accordance with U.S. law.
3. The "Seasonal Synth Sounds" Contest is not a game of chance or lottery but a skills-based competition.
4. The Rules come into effect upon their publication on the contest website.