



TERMS AND CONDITIONS – “TRACKS 4 CHANGE” SONG COMPETITION

Definitions:

Competition: the Tracks 4 Change (T4C) song competition to win the Prize, as described in these Terms and Conditions.

Entrant: any person (**you**) who satisfies the eligibility criteria in clause 2 and, acting in accordance with these Terms and Conditions, submits an Entry (as an individual or as a part of a choir or band as the case may be) to the Competition (and **you** or **your** shall be construed accordingly).

Entry: the original composition, any recording thereof, which complies with these Terms and Conditions, that an Entrant (or a group of Entrants as part of a choir or band) submits to the Competition.

ICHAS: I Can Have a Say Ltd (**we**), (Company No. 09480930 and Address: c/o Mazars LLP, Tower Bridge House, St Katharine’s Way, London, E1W 1DD), whose website is <http://www.icanhaveasay.org> (and **we** or **our** shall be construed accordingly).

Prize: the prize detailed in clause 6.1.

Terms and Conditions: these terms and conditions.

1 INTRODUCTION

- 1.1 This Competition is operated by ICHAS.
- 1.2 The following are the Terms and Conditions for the Competition, the website of which is www.tracks4change.co.uk.
- 1.3 Please read these Terms and Conditions carefully. These Terms and Conditions set out who can enter the Competition, how the Competition will be run and the circumstances in which ICHAS may withhold the Prize and/or disqualify you. By submitting an Entry for the Competition, you agree to be bound by these Terms and Conditions and agree that if you win, you will grant to ICHAS the rights set out below. These Terms and Conditions are in addition to the ICHAS privacy policy, which governs how we may use the data we collect from you.
- 1.4 ICHAS may cancel or amend these Terms and Conditions at any time without prior notice or liability. When you enter the Competition you are deemed to accept the Terms and Conditions as at the date you enter. Any amendments or cancellations to these Terms and Conditions will be posted on the Competition page.
- 1.5 ICHAS may disqualify your Entry if it believes reasonably that you have breached any of these Terms and Conditions.

2 ELIGIBILITY

- 2.1 To enter the Competition you must be:
- (a) resident and domiciled in the United Kingdom (including the Channel Islands and the Isle of Man) and when of age eligible to register to vote in any of the following:
 - local UK elections (including Council or Mayoral elections);
 - national UK elections; or
 - European Parliamentary Elections;
 - (b) if eligible, registered to vote (in UK, local or European Parliamentary Elections);
 - (c) able to comply with all the Terms and Conditions;
 - (d) at least 16 years old on or before 12 April 2016;
 - (e) no more than 22 years old on or before 12 April 2016;
- 2.2 You must not be an employee, agent or director of, or have a member of family who is an employee, agent or director of:
- (a) ICHAS or any associated company or subsidiary of ICHAS; or
 - (b) any advertising agency or web company connected with ICHAS.
- 2.3 You may submit only one Entry (choir, band or individual) to the Competition. If you are a member of a choir or band which submits an Entry, then you may not submit also an Entry as an individual nor vice versa. There is no limit on the number of Entries per school/college/university.
- 2.4 You must not be a current, signed artist of any commercial record label, music publishing firm or music distribution company, and you must not have previously released any tracks onto the open commercial market in whatever form. For the avoidance of doubt, this clause does not cover compositions previously uploaded to SoundCloud, YouTube or similar streaming websites where songs may be accessed free of charge for public streaming or download, which would not be seen as a bar to entry into this competition.

3 COMPETITION AND ENTRY REQUIREMENTS

- 3.1 Entries to the Competition must be received by ICHAS between 9am on Tuesday 12th April 2016 and midnight Friday 20th May 2016. Any Entries which are received outside this period shall not be considered regardless of the reason.
- 3.2 To enter the Competition, you need to:
- (a) signify your acceptance of these Terms and Conditions on the T4C website;
 - (b) provide your full name, your email address, name of songwriter, title of song and the YouTube URL in the application. Also be willing and prepared to provide your date of birth, telephone number and school or college (if applicable), if your song is chosen to be a finalist;
 - (c) enter as an individual or choir or band, with a maximum of 12 people per choir or band Entry;
 - (d) submit the Entry (which can be video and audio OR audio only) via YouTube, as a listed link which is no more than 5 minutes long. We suggest disabling comments on your Entry and hold no responsibility in the case of cyber bullying or unwanted attention on your entry. If you are under 18 years old, you must comply with YouTube's condition of use, which states you need parental permission for YouTube account setup;
 - (e) in the event that you are shortlisted as a finalist, send us a hard copy of the Entry lyrics in PDF format, either in scanned manuscript form or as a file converted from a music software programme such as Sibelius. This hard copy

file should be emailed to info@tracks4change.co.uk marked "Hard Copy T4C Composition File" in the Subject box. This is in order that we may verify your authorship of and copyright in the Entry and protect you and us throughout the duration of the competition and beyond.

- 3.3 Should you decide to amend your Entry, or to submit a new Entry after your initial submission to YouTube, you MUST email us at enter@tracks4change.co.uk to let us know that you are retracting this Entry. You may submit only then a new Entry by the same method set out above. Multiple Entries composed by the same Entrant shall ALL be disqualified. Following any such amendment and/or re-submission, only your most recent Entry will be considered for the judging and voting process.
- 3.4 Any Entries uploaded via YouTube that do not comply with the YouTube Terms of Service and Community Guidelines shall be disqualified.
- 3.5 Unfortunately, ICHAS cannot be held responsible for any Entry that is lost or corrupted as a result of any technical error, however caused. ICHAS cannot accept any liability for any difficulties experienced in submitting an Entry. Proof of Entry or submission will not in of itself constitute proof of receipt. ICHAS will not be liable for anything posted on YouTube or any alternative video platform or anywhere else public.
- 3.6 You shall be liable for any costs incurred by you in entering the Competition (whether or not such Entry is successful) or in relation to you taking part in the Competition. ICHAS shall bear no responsibility or liability for such costs.

4 CONTENT STANDARDS

- 4.1 ICHAS may reject or remove from the Competition any Entry which it believes (i) has been copied from elsewhere; (ii) infringes a third party's rights; (iii) is defamatory, indecent, offensive, unlawful, criminally obscene, threatening, pornographic, harassing, hateful, racially or ethnically offensive, encourages conduct that would be considered a criminal offence, gives rise to civil liability, endangers public safety, violates any law or is otherwise inappropriate, or contains advertisements or solicitations of business, including, but not limited to, logos and marketing slogans; (iv) includes false or misleading information; or (v) otherwise breaches these Terms and Conditions.
- 4.2 Notwithstanding anything else in these Terms and Conditions, ICHAS may remove your Entry without notice or liability if ICHAS becomes aware of any circumstances that may mean that either you and/or the Entry may breach (or have breached) these Terms and Conditions or if ICHAS is notified by a third party that its publication may do so or be unlawful in any way.

5 JUDGING

- 5.1 The Entries will be reviewed by a panel of judges assigned by ICHAS (the "Judges").
- 5.2 The Judges will review all Entries which comply with these Terms and Conditions by midnight on Friday 27th May 2016 and will select 10 (ten) shortlisted finalists based on the criteria set out below. The finalists will be notified firstly by telephone, with final confirmation by email, using the details provided by the Entrant when submitting his/her/their Entry, by midnight Tuesday 31st May 2016.
- 5.3 In the event that ICHAS is unable to get in touch with the finalists through no fault of its own before the 1st June 2016 or if the finalists do not respond to its attempts to contact him/her/them, ICHAS may select an alternative Entry as a finalist.

- 5.4 ICHAS may ask the finalists for proof that they have complied with and agree to these Terms and Conditions and for proof of age, which should usually be in the form of a passport, driving licence or birth certificate. ICHAS may disqualify an Entry from anyone who is unable to provide satisfactory evidence that they comply with the age requirements of the Competition set out in clause 2.1. Should this occur, ICHAS may select an alternative Entry as a finalist.
- 5.5 ICHAS will ask the finalists to provide evidence that they have registered to vote if eligible (<http://www.aboutmyvote.co.uk/register-to-vote>). For the avoidance of doubt, ICHAS may disqualify an Entry from anyone whom it believes has not registered to vote or who has not on request provided satisfactory evidence. Should this occur, ICHAS may select an alternative Entry as a finalist.
- 5.6 The judging criteria will be based on the aim of Tracks 4 Change, which is to create a lyrical expression that shows Parliament that young people do care about democracy. The Entry should look to be, perhaps, a Protest Song for this Generation. The content can be about ANYTHING – something you love or something you're worried about. For example, if you had 5 minutes in the House of Commons, what would you say?
- 5.7 When selecting finalists and the overall winner, the judges will take the following into account:
- (a) expression of creativity;
 - (b) originality;
 - (c) quality of writing – does the content showcase the Entrant's ideas in a well thought out way;
 - (d) musicality – both in the construction of the composition and expression within the performance; and
 - (e) innovativeness.
- 5.8 There shall be one winner of the Prize, which shall be selected by the judges, from the shortlisted finalists, and will be announced on Friday 10th June 2016 via the T4C website and social media platforms, e.g. Facebook, Instagram and Twitter.

6 PRIZE

- 6.1 The Prize shall consist of the winning Entry being performed on the Main Stage at Bestival in September 2016 by either:
- (i) the winning Entrant;
 - and/or
 - (ii) a professional artist,
- (in each case, the professional artist will be selected at the Judges' sole discretion);
- Plus, at the sole and binding discretion of Rob da Bank, a day's recording session in London with producer Rob da Bank together with reasonable travel expenses (as approved in advance by ICHAS).
- 6.2 There are no Prize substitutions or cash alternatives and the Prize is not transferable.
- 6.3 Where, for reasons outside of its reasonable control, ICHAS is unable to provide any aspect of the Prize, ICHAS shall have the right to substitute the Prize being offered for such alternative prize as it reasonably nominates.

7 FINAL DECISION

In all matters, ICHAS' decision and that of the Judges will be final and no correspondence or discussion shall be entered into with you or any other party on

your behalf regarding the process or details of such decision.

8 OWNERSHIP OF THE SONG

- 8.1 The Entrant, by entering the Competition, agrees that they have full right and power, free from any encumbrance, to grant and assign to ICHAS the rights expressed to be granted and assigned under these Terms and Conditions.
- 8.2 The Entrant agrees to grant ICHAS a non-exclusive, perpetual, worldwide licence to use their Entry, for the purpose of promoting ICHAS and its charitable causes, across all media including any online platforms under ICHAS' control. You will at ICHAS' request and expense do all acts and execute all documents which may be necessary to confirm the grant of this licence to ICHAS. This licence does not affect your moral rights and you will retain full rights in their recording and composition (insofar as you are the original author).
- 8.3 You also agree to yourself, as well as the Entry, being featured on the ICHAS website and social media sites, and in various media and press releases and reports, together with such other publicity as ICHAS sees fit in its sole and reasonable discretion. In particular, ICHAS may require you to provide a "winner's journey" account of your composition and the entry process from start to finish, and you hereby agree to provide such time and material as may be required in order adequately to complete this process to ICHAS' satisfaction.
- 8.4 You warrant, agree and undertake that:
 - (a) the Entry is original to, and was written by you or, if you are submitting an Entry as a choir or band, by you and/or your choirmates or bandmates (as the case may be);
 - (b) the Entry does not infringe any rights (including, without limitation, any intellectual property rights or privacy rights) of any third party;
 - (c) the Entry does not contain any materials which are defamatory, indecent or violate any third party's rights, are offensive, unlawful, criminally obscene, threatening, pornographic, harassing, hateful, racially or ethnically offensive, encourages conduct that would be considered a criminal offence, gives rise to civil liability, endangers the public, violates any law or advertisements or solicitations of business; and
 - (d) the Entrant has obtained all rights and clearances necessary for granting the rights to ICHAS under these Terms and Conditions.
 - (e) the Entrant will assign to ICHAS any and all mechanical licenses in respect of the Entry as may be requested from time to time, at statutory or customary rates.
 - (f) the Entrant has no existing nor previously existing publishing or writing agreement with any record company or publishing house, whether commercial or otherwise, that may preclude the grant or assignment of any rights under these Terms and Conditions.
 - (g) the Entrant grants to ICHAS the non-exclusive right to use, and to authorise others to use, the Entrant's name, approved image and approved biographical materials for all purposes solely in connection with the production, promotion and/or use of the Entry.

9 LIMITATION OF LIABILITY

- 9.1 Subject to clause 9.3, the total aggregate liability of ICHAS to you in connection with the Competition shall not exceed £100.

- 9.2 Subject to clause 9.3, ICHAS will not be liable to you, in contract, tort (including, without limitation, negligence) or otherwise in connection with the Competition for:
- (a) loss of revenues, profits, contracts, business or anticipated savings or loss of data;
 - (b) any loss of goodwill or reputation; or
 - (c) any special, indirect or consequential losses, howsoever caused.
- 9.3 Nothing in these Terms and Conditions shall exclude or limit ICHAS' liability for:
- (a) death or personal injury resulting from ICHAS' negligence or a deliberate act or omission of ICHAS or any of its officers, employees or agents;
 - (b) fraudulent misrepresentation;
 - (c) breach of statutory duty; or
 - (d) anything else to the extent that liability cannot by law be excluded or limited.
- 9.4 ICHAS will not be liable for any damages or losses as a result of failure by it to deliver the Competition or the Prize as a result of any circumstances outside of its direct and reasonable control including, but not limited to, as a result of a server failure (including but not limited to access delays or interruptions, data non-delivery or mis-delivery), any act(s) of God, war or terrorism, breaches of security or unauthorised use of personal data arising from hacking, a failure or lack of reception of telephone or mobile telephone networks and/or its inability to contact you as set out in clause 5.

10 YOUR LIABILITY TO ICHAS AND YOUR STATUTORY RIGHTS

- 10.1 You shall fully indemnify (i.e. compensate in full) ICHAS in respect of all liabilities, damages, claims, actions, expenses (including, without limitation, reasonable legal fees), demands or costs incurred by ICHAS as a result of any breach by you of the Terms and Conditions including but not limited to any breach of clause 8.
- 10.2 Nothing contained in these Terms and Conditions shall affect any statutory rights which you may be entitled to as a consumer.

11 YOUR DATA

Your personal data will be used solely in accordance with data protection legislation and in accordance with the ICHAS privacy policy, which together govern our use of personal data collected from the Competition page.

12 GOVERNING LAW

These Terms and Conditions are governed by, and shall be construed in accordance with, English Law and any dispute relating to the Competition shall be subject to the non-exclusive jurisdiction of the English Courts.

13 PARTNERS

ICHAS is the silent partner behind the Competition – the public spokesperson(s) shall be an organisation or person(s) with existing authority and positioning to take this out to young people. The spokesperson(s) will be decided at our discretion.

14 ENQUIRIES

- 14.1 For all enquiries, comments, feedback or further information please contact info@tracks4change.co.uk

14.2 All enquiries regarding the Competition must be received within 14 (fourteen) days of the closing date of the Competition set out in Clause 3.1.