

## Terms and Conditions

### Boundless Breaking 2018

Boundless Breaking (“the Competition”) is organised by Boundless and Neil O’Brien Productions (“we” or “our”).

By participating in the Competition, the participant (“the Participant” or “you”) agrees to unconditional acceptance of the following terms and conditions. The singular term “Participant” shall also import the plural and vice versa.

Further information on the Competition can be found at: [www.boundlesssummer.co.uk](http://www.boundlesssummer.co.uk)

#### A. Eligibility

1. This Competition is open to all ages. If you are a Participant who is below eighteen (18) years old (as of 1 January 2018), you must obtain the consent of your parent or legal guardian before participating in this Competition. By submitting your Submission together with your Group, you confirm and represent that the consent of your parent or legal guardian has been obtained.
2. This Competition is free to enter.
3. Participants can register as a group or solo participants
4. Boundless Breaking is fully accessible and open to all talent regardless of experiences or previous record deals, contracts or agreements with record labels.

#### B. Registration

1. Entries will be accepted online from 00:01 hours on 25<sup>th</sup> April 2018 until 23:59 hours on 18 May April 2018. We have the right to extend the deadline if required and this will be communicated via the website [www.boundlesssummer.co.uk](http://www.boundlesssummer.co.uk)
2. Each Group will need to submit: a. ONE (1) direct link on Youtube, Vimeo or any other similar service to a video of the Group performing
  - a. You must provide the link in a format accessible by Boundless at any time during the Competition.
  - b. The video must be of you performing one (1) song live in any genre.
  - c. You performance is not restricted to English, however your application is required to be in English
3. Boundless may get back in touch with you to request further details which you will be required to supply to further your submission. This may include photos and a brief description, including the proposed genre of music to be performed in the Competition. The description must not be longer than one hundred (100) words and must be pre-cleared for all media uses including name/s and contact details of Participant/s
4. The initial submission must be compiled and sent to us in one (1) email. Multiple Submissions are not allowed.
5. All Submissions are to be sent to [breaking@boundlesssummer.co.uk](mailto:breaking@boundlesssummer.co.uk). We will acknowledge receipt of your Submission within three (3) working days of your Submission.
6. Please make sure that the Submission is clear and complete. You cannot amend the Submission once it has been submitted. This includes a. changing the number of Participants in the Group; b. making changes to the Participants in the Group; or c.

submitting additional songs to us. Please do not send us additional links after the Submission has been sent to us.

7. By emailing your submission:
  - a. the participant agrees that any part of the Submission and any subsequent live performance may be used, reproduced, broadcast or streamed by Boundless through whatever media channel or format, without further consultation;
  - b. the Group warrants and declares that jointly and severally, it possesses the sole and unfettered copyright to the Submission (including any live performance within the Submission);
  - c. the Group agrees that they will be available to perform at either night of the Boundless Summer Concerts in July 2018 situated nearest the address on their submission

#### C. Judging

1. The judging criteria for the winners will consist of the following: a. Judges Points; and b. Audience Votes,
2. In respect of the Judges Points, Performances will be evaluated by the Judging Panel based on the quality of voice, instrument use and showmanship. The judges will evaluate each performance on a point based system which accounts for 90% of the final vote.
3. In respect of the Audience Votes component performances will be evaluated based on a poll on the Boundless Summer Facebook page on the following: a. Audience Votes will be converted to points pro-rated according to their percentage of the Audience Votes.
4. The 4 submissions which has the highest combined total of the Judges Points and Audience Votes will be the winners
5. All decisions by the Judging Panel and Neil O'Brien or Boundless are final and irrevocable.

#### D. Winners

1. Winners will be announced on 15<sup>th</sup> June 2018
2. There will be four (4) winners to the Boundless Breaking Competition with each winner performing one night of the four nights of the Summer Concerts, The winner/s of Boundless Breaking ("Winner") will receive:
  - a. 30 minute support spot at one of the four Boundless Summer Concerts
  - b. A professional recording session at Brighton Electric recording studios, whose clients include The Cure, The Go! Team, Laura Marling, Noisettes, The Maccabees, Nick Cave & Architects
  - c. A track produced by Dan Swift, who has worked with artists including Imogen Heap, The Libertines, Snow Patrol and Kasabian.
  - d. 1,000 CDs pressed of the recorded song, mastered at Sound Discs in Chichester
  - e. 6 months advice and mentoring from BIMM, The British and Irish Modern Music Institute.
3. Entrants must be available on both festival dates at their respective venue.
4. Boundless will use reasonable endeavour to ensure that the Winner performs at Boundless Summer. However, Boundless may, in certain circumstances, have to cancel

the Winners' performance at Boundless Summer or be unable to slot the Winner into the set-list, in which event, Boundless shall do so without consulting the Winner.

5. All winners agree that Boundless may record and/or photograph their performance in visual, audio and audio-visual formats
6. Winning Talent must bring their own musical instruments to the Concert. Boundless will only provide the following onstage for the winning Talent: 1x Bass Amplifier, 1x Electric Guitar Amplifier, 1x 3 Channel Amplifier (Keyboard/Guitar), 3x Direct Input. Boundless reserves the right to remove or add to any of the equipment and instruments listed in clause 3(c) provided always that the Winning Talent is informed of Boundless decision to do so at least fourteen (14) days before the Summer Concert.
7. Finalist Group is expected to: a. be present for sound check and technical rehearsals the day of the event. b. allow for any changes to be made after sound check and technical rehearsals in consultation with technical crew, sound engineer and Neil O'Brien. c. adhere to instructions given by stage manager and technical crew during band transitions.
8. Boundless and Neil O'Brien and/or the Judging Panel may choose to halt, rearrange, skip, stop or postpone the Performance at any time and without assigning any reasons whatsoever
9. The recording sessions at Brighton Electric will be arranged at a time that is suitable for both the artist and the studio

#### E. General Personal Information

1. By submitting the Submission to Boundless, including personal information of the Participants, Participants consent to: a. its use, storage and disclosure in accordance with Boundless privacy policy (<https://www.boundless.co.uk/pages/privacy-policy>); and b. its use, storage and disclosure by Boundless to third party commercial entities such as event organisers engaged by Boundless, solely for the purposes of this Competition or post event promotions
2. Notwithstanding the foregoing, Boundless shall do its utmost to ensure that personal information of its Participants is protected.

#### F. Boundless' rights

1. Boundless reserves the right and without prior notice to: a. disqualify any Participant or winner and/or b. withhold prizes from any Winner who is found to be violating any of these terms and conditions (including any material found to contain obscene, racist, unethical, explicit, dangerous, violent or legally objectionable content). In which case, Boundless shall not be liable in any way whatsoever for any loss, expense, costs, damages or otherwise suffered or incurred by the said Participant or Winner from such disqualification or withholding.
2. Boundless reserves the right to make any changes to the terms and conditions of this Competition, judging criteria, its prizes and any other arrangements relating to the Competition without prior notice. Boundless does not make any representations or accept any responsibility as to the accuracy of the information relating to the Competition found on any source whatsoever that is outside Boundless' corporate website.

## G. Intellectual Property

1. By participating in this Competition and submitting the Submission, the Participant represents and warrants that a. he is / she is / they are the sole author and owner of all intellectual property rights to any submission, entry or work submitted by him / her / them. In the event that any third party alleges that any such submission, entry or work infringes the copyright or any other proprietary right of such third party, the Participant agrees and undertakes to at all times indemnify, keep indemnified and hold Boundless harmless against all losses (including direct, indirect, incidental and consequential losses), damages, injuries, demands, proceedings, claims, fees (including all legal fees between solicitor and client or otherwise on a full indemnity basis), actions, recoveries, judgment or execution, howsoever it may have been caused or arose or resulted therefrom; and b. he/she has not licensed or assigned any copyright or intellectual property right in his/her submission, entry or work to any third party anywhere in the world.
2. The Participant and/or Winner hereby grant Boundless a worldwide, exclusive, royalty-free and perpetual licence to use, reproduce, transmit, distribute, edit or produce derivative works of, display and/or publicize the Submission or Winning performance, whether in whole or in part, in all and any media format and all and any media channels, marketing, and publicity materials (including without limitation Boundless' corporate publications and exhibitions, whether in print, online and/or electronic form): a. under the banner of the Competition and any accompanying programmes and events related to the Competition; b. under the banner of the Boundless' projects unrelated to the Competition; and c. to grant a sub-licence to any public agencies or ministry that Boundless may collaborate with for the Competition.
3. Credit will be given to the Participant or Winner in the event Boundless uses their recording.

## H. Liability

1. Boundless will exercise care in handling the Submissions but will not be liable for any loss of entries or any unauthorised use of the Submissions or winning Recording.
2. The Participant and Winner shall assume and accept all risks of injury or property damage of any nature whatsoever that may arise from its/his/her making or creation of the submission, entry or participation in this Competition and will not in any way hold Boundless responsible for any liability, loss, damage, expense and cost which he/she/they may sustain or incur as a result of his/her/their participation, except for liability which cannot be excluded by law.
3. Any Participant and Winners (including all heirs, parents, legal guardians, executor and/or administrators) shall: a. defend and be solely liable for, fully indemnify and hold Boundless (including its officers, employees and agents) to the maximum extent permitted by the law, harmless from and against all liabilities, damages, losses, costs (including legal costs on a full indemnity basis and/ or reasonable solicitor's fees) and expenses of any nature arising from any claims, demands, actions, proceedings, recoveries, judgment or execution which Boundless (including its officers, employees or agents) may suffer or incur by, from or in connection with participation in the Competition; b. be fully liable to Boundless (including its officers, employees and agents) for any violation of confidentiality, patent, copyright or any other intellectual property

rights in the performance; and c. shall defend, indemnify and hold Boundless (including its officers, employees and agents thereof) harmless from and against any actions, claims, loss or damages for infringement or alleged infringement of such confidentiality, patent, copyright or any other intellectual property rights. Use of Information and Publicity

4. Boundless may exercise its sole discretion to use the names, identification, image, and comments of the Participant and/or Winner relating to the Competition experience for promotional, marketing and publicity purposes in any media without any fee being paid to the Participant, and/or Winner.
  5. It is a condition precedent in this Competition that the Participant consents to the information he/she submits in the Submission, including and not limited to; personal contact information, social media network handles, publicly accessible data via the application programming interfaces (APIs) of said social network handles, being entered into a database and Boundless may use this information to facilitate the mechanics of any contests.
- I. Acceptance of terms and governing law
1. In the event of any disparity in the interpretation of the terms and conditions, Boundless' version will prevail. Should any dispute arise in connection with the Competition or these Terms and Conditions, Boundless shall make the final decision regarding the said dispute.
  2. Boundless reserves the right to change, amend or withdraw these Terms and Conditions or any part thereof without prior notice. Your continued participation following any amendment to these Terms and Conditions will signify your acceptance to such revised Terms and Conditions. You may withdraw from the Competition at any point should you refuse to accept any amendments to the Terms and Conditions of the Competition.
  3. These Terms and Conditions shall be governed by and construed in accordance with the laws of the United Kingdom for every purpose.
  4. By entering into the Competition, it is deemed that the Participant accepts the terms and conditions of the Competition as set out above.