

## Terms and Conditions

### Live Out Loud 2019 – Battle of the Bands

#### Terms and Conditions

*Live Out Loud 2019 – Battle of the Bands (“the Competition”) is organised by the National Parks Board (“NParks”, “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.nparks.gov.sg/liveoutloud](http://www.nparks.gov.sg/liveoutloud)*

#### A. Eligibility

1. This Competition is open to all Participants sixteen (16) years old and above as of 1 January 2019.
  - a. If you are a Participant who is below eighteen (18) years old (as of 1 January 2019), 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 must register as a group of at least two (2) members (“Group”). Solo Participants will be disqualified (at NParks’ sole discretion).
4. This Competition is open only to Participants who have not signed a contract with a record company, or any contract with any third party record label, any contract for performance with a live music venue or any other similar arrangement. To avoid doubt:
  - a. If you are a Participant who is contracted to, and is currently performing live music at any venue on a regular basis, you are disqualified from participating in the Competition;
  - b. Participants who have self-released material (whether in a physical format, a digital format or otherwise) are allowed to participate in the Competition. For the purposes of this clause, “self-released” shall mean a recording that is fully-financed by the Participant without any financial assistance from any record company, record label, commercial organisation or other investor, but does not include a distribution deal entered into with music distributors such as iTunes, Google Music and Spotify.

#### B. Registration

1. Entries will be accepted online only until 2359 hours on Sunday, 14 April 2019.
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.
    - i. You must provide the link in a format accessible by NParks at any time during the Competition.
    - ii. The video must be of your Group performing live

- iii. Your group must perform any cover songs in the English language in any genre.
  - b. Two (2) high-resolution photos of the Group, pre-cleared for all media uses;
  - c. A brief description of the Group, 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;
  - d. Names and contact details of all Participants in the Group;
  - e. Lead contact person of the Group; and
  - f. Instruments played by the Participants in the Group.
- (collectively known as the "Submission").
3. The 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 [nparks\\_programmes\\_events@nparks.gov.sg](mailto:nparks_programmes_events@nparks.gov.sg). 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 unless under certain circumstances as set out as set out clause 7 below. Amendments include:
    - 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.
  7. Please do not send us additional links after the Submission has been sent to us, unless prior written approval has been sought by NParks and only under certain circumstances as set out below:
    - i. If the Participant is unable to be part of the Group and any subsequent live performance due to illness or personal injury (including death);
    - ii. If the Participant is unable to be part of the Group and any subsequent live performance due to personal issues as communicated by the Participant to NParks in writing, and as may be determined by NParks in its sole discretion to be substantive reasons;
    - iii. If the Participant is unable to be part of the Group and any subsequent live performance by operation of law.
  8. By submitting the Submission:
    - a. the Group agrees that any part of the Submission and any subsequent live performance (as more particularly set out at parts C and D below) may be used, reproduce, broadcast or streamed by NParks through whatever media channel or format, without further consultation;
    - b. the Group warrants and declares that jointly and severally, it possesses and the sole and unfettered copyright to the Submission (including any live performance within the Submission); and

- c. the Group agrees that they will be available to perform at the Selection Rounds and Final Round as set out in paragraphs C and D below.

## **C. Selection Rounds**

1. Selected Groups ("Shortlisted Groups") will be shortlisted by NParks and a panel of judges ("Judging Panel") to perform at various selection rounds ("Selection Round").
2. The Shortlisted Groups will be contacted via phone and/or email.
3. The Shortlisted Group will be randomly assigned a date for its Selection Round. The Shortlisted Group must make itself available during the Selection Round.
4. NParks will assign the sequence of the performances for the Shortlisted Groups during each Selection Round.
5. NParks nor the Judging Panel shall be obliged to entertain any request for (1) a change of date for a Shortlisted Group's Selection Round and/or (2) a change in sequence of the performances of the Shortlisted Group during the Selection Round.

### Shortlisted Songs and Shortlisted Group Performance

6. A Shortlisted Group must prepare a repertoire of three (3) songs ("Selection Round Songs") for the Selection Round:
  - a. The Selection Round Songs must be a cover or interpretation of existing songs already published. A Selection Round Song must not be an original song written by the Shortlisted Group, any member of the Shortlisted Group, or any of the Participants, otherwise, the Shortlisted Group shall be disqualified.
  - b. The Shortlisted Group must perform two (2) Selection Round Songs live during the Selection Round, with at least one (1) Selection Round Song in English.
  - c. The Shortlisted Group may be required by NParks to perform the third Selection Round Song during the Selection Round.
  - d. NParks reserves the right to require the Shortlisted Group to re-select, re-propose or re-perform songs other than the Selection Round Songs.
  - e. The Shortlisted Group must bring its own musical instruments and cables to the Selection Round. NParks will only provide the following:
    - i. 8 piece - Electronic drum-set
    - ii. 1x Keyboard
    - iii. 1x Bass Amplifier
    - iv. 1x Electric Guitar Amplifier
    - v. 1x 3 Channel Amplifier (Keyboard/Guitar)
    - vi. 3x Direct Input

NParks reserves the right to remove or add to any of the equipment and instruments listed in clause 4(e) provided always that the Shortlisted Group is informed of NParks' decision to do so at least fourteen (14) days before the Selection Round.

7. Each Shortlisted Group will be given twenty (20) minutes for its entire performance ("Selection Round Performance") during the Selection Round. The twenty (20) minutes

allocated to each Shortlisted Group shall **include** setting up, the performance of the Selection Round Songs, and bumping out at the end of the performance.

8. The score of a Shortlisted Group may be adversely affected if extra time is taken for its Selection Round Performance.
9. NParks and/or the Judging Panel may choose to halt, rearrange, skip, stop or postpone the Selection Round Performance at any time and without assigning any reasons whatsoever.
10. All Shortlisted Groups must attend a sound check session prior to the start of the Selection Round Performance. NParks will determine the exact timing of the sound check and inform the Shortlisted Groups of the said timing.

#### Judging Criteria

11. The judging criteria for the Selection Round ("Selection Round Judging Criteria") will consist of the following:
  - a. Judges Points; and
  - b. Audience Votes,
12. In respect of the Judges Points component of the Selection Round Judging Criteria, Performances will be evaluated by the Judging Panel based on the following:
  - a. Vocal Quality – 10 Points
  - b. Showmanship – 10 Points
13. In respect of the Audience Votes component of the Selection Round Judging Criteria, Performances will be evaluated based on the following:
  - a. Audience Votes will be converted to points.
  - b. Shortlisted Groups will be awarded points pro-rated according to their percentage of the Audience Votes.
14. The Shortlisted Group who has the highest combined total of the Judges Points and Audience Votes will be the winner of that particular Selection Round. The winner of that particular Selection Round will move on to the Final Round (as defined in clause D below).
15. All decisions by the Judging Panel and NParks concerning the Selection Round (including the Shortlisted Group, Selection Round Songs, Selection Round Judging Criteria and Selection Round Performance) are final and irrevocable.
16. All Shortlisted Groups agree that NParks may photograph and/or record the Selection Rounds, including any part of the Selection Round Performance in visual, audio and audio-visual formats ("Selection Round Recording").

#### **D. Final Round**

3. The winner of a Selection Round shall be known as a Finalist Group. Finalist Groups will perform live at a round to select the ultimate winner of the Competition ("Final Round").

4. Finalist Groups must make itself available during the Final Round and neither NParks nor the Judging Panel shall be obliged to entertain any request for a change of date for the Final Round.

#### Final Round Songs and Final Round Performance

5. Finalist Groups must prepare a repertoire of four (4) songs ("Final Round Songs") for the Final Round:
  - a. The Final Round Songs must be a cover or interpretation of existing songs already published. A Final Round Song must not be an original song written by the Finalist Group, any member of the Finalist Group, or any of the Participants, otherwise, the Finalist Group shall be disqualified.
  - b. The Finalist Group must perform three (3) Final Round Songs live during the Selection Round, with at least two (2) Final Round Songs in English.
  - c. The Finalist Group may be required by NParks to perform the fourth Final Round Song during the Final Round.
  - d. NParks reserves the right to require the Finalist Group to re-select, re-propose or re-perform songs other than the Final Round Songs.
  - e. Finalist Groups must bring their own musical instruments to the Final Round. NParks will only provide the following:
    - i. 8 piece - Electronic drum-set
    - ii. 1x Keyboard
    - iii. 1x Bass Amplifier
    - iv. 1x Electric Guitar Amplifier
    - v. 1x 3 Channel Amplifier (Keyboard/Guitar)
    - vi. 3x Direct Input

NParks reserves the right to remove or add to any of the equipment and instruments listed in this clause 3(e) provided always that the Finalist Group is informed of NParks' decision to do so at least fourteen (14) days before the Final Round.
6. Each Finalist Group will be given thirty (30) minutes for its entire performance ("Final Round Performance") during the Final Round. The thirty (30) minutes allocated to each Finalist Group shall **include** setting up, performance of the Final Round Songs, and bumping out at the end of the performance.
7. NParks and/or the Judging Panel may choose to halt, rearrange, skip, stop or postpone the Final Round Performance at any time and without assigning any reasons whatsoever.
8. All Finalist Groups must attend a sound check session prior to the start of the Final Round Performance. NParks will determine the exact timing of the sound check and inform the Finalist Groups of the said timing.

#### Judging Criteria

9. The judging criteria for the Final Round ("Final Round Judging Criteria") will consist of the following:
  - a. Judges Points; and
  - b. Audience Votes,

10. In respect of the Judges Points component of the Final Round Judging Criteria, Performances will be evaluated by the Judging Panel based on the following:
  - a. Vocal Quality – 10 Points
  - b. Showmanship – 10 Points
11. In respect of the Audience Votes component of the Final Round Judging Criteria, Performances will be evaluated based on the following:
  - a. Audience Votes will be converted to points.
  - b. Finalist Groups will be awarded points pro-rated according to their percentage of the Audience Votes.
12. The Finalist Group who has the highest combined total of the Judges Points and Audience Votes will be the winner of the Final Round.
13. All decisions by the Judging Panel and NParks concerning the Final Round (including the Final Group, Final Round Songs, Final Round Judging Criteria and Final Round Performance) are final and irrevocable.

#### Prizes

14. The winner of the Final Round (“Winner”) will:
  - a. Receive professional band mentorship with Timbre Music Academy (TMA). Further details of this prize will be made available in due course;
  - b. Receive a three (3) month residency contract with Timbre Music and;
  - c. perform at one edition of NParks Concert Series in the Park: Rockestra® in 2020 (“Rockestra”). If the Winners perform at Rockestra, they will be paid a performance fee of **S\$1,000**.
    - i. NParks will use its reasonable endeavours to ensure that the Winner performs at Rockestra. However, NParks may, in certain circumstances and at its sole discretion, have to cancel the Winner’s performance at Rockestra or be unable to slot the Winner into the set-list for Rockestra, in which event, NParks shall do so without consulting the Winner.
15. The second placed Finalist Group will receive a cash prize of \$500.
16. The third-placed Finalist Group will receive a cash prize of \$300.
17. NParks further reserves the right to substitute or replace the prizes set out in clauses 14, 15 and 16 with any other prize(s) of equal or similar value without prior notice to the Winner. The Winner shall not request for a substitution of prize or cash in lieu of the awarded prize.
18. All Finalist Groups agree that NParks may record and/or photograph the Final Round, including any part of the Final Round Performance in visual, audio and audio-visual formats (“Final Round Recording”).

## **E. General**

### Personal Information

1. By submitting the Submission to NParks, including personal information of the Participants, Participants consent to:
  - a. its use, storage and disclosure in accordance with NParks' privacy policy (available at [www.nparks.gov.sg/privacy-statement](http://www.nparks.gov.sg/privacy-statement)); and
  - b. its use, storage and disclosure by NParks to third party commercial entities such as event organisers engaged by NParks, solely for the purposes of this Competition (including the Selection Round and the Final Round).
2. Notwithstanding the foregoing, NParks shall do its utmost to ensure that personal information of its Participants is protected.

### NParks' rights

3. NParks reserves the right and without prior notice to:
  - a. disqualify any Participant, Shortlisted Group and/or Finalist Group; and/or
  - b. withhold prizes from any Winner

who is found to be violating any of these terms and conditions (including any Submission, Selection Round Song or Final Round Song found to contain obscene, racist, unethical, explicit, dangerous, violent or legally objectionable content). In which case, NParks shall not be liable in any way whatsoever for any loss, expense, costs, damages or otherwise suffered or incurred by the said Participant, Shortlisted Group, Finalist Group and/or Winner from such disqualification or withholding.
4. NParks 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. NParks 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 NParks' corporate website.

### Intellectual Property

5. 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 NParks 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.
6. The Participant, Shortlisted Group, Finalist Group and Winner hereby grant NParks 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, Selection Round Recording and/or the Final Round Recording, 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 NParks' 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 NParks' projects unrelated to the Competition; and
  - c. to grant a sub-licence to any public agencies or ministry that NParks may collaborate with for the Competition.
7. Credit will be given to the Participant, Shortlisted Group, Finalist Group or Winner in the event NParks uses its Submission, Selection Round Recording or Final Round Recording.

#### Liability

8. NParks will exercise care in handling the Submissions, Selection Round Recordings and Final Round Recordings but will not be liable for any loss of entries or any unauthorised use of the Submissions, Selection Round Recording or Final Round Recording.
9. The Participant, Shortlisted Group, Finalist Group 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 NParks 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.
10. The Participant, Shortlisted Group, Finalist Group and Winner (including all heirs, parents, legal guardians, executor and/or administrators) shall:
- a. defend and be solely liable for, fully indemnify and hold NParks (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 NParks (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 NParks (including its officers, employees and agents) for any violation of confidentiality, patent, copyright or any other intellectual property rights in the Submission submitted, the Selection Round, Selection Round Performance, Final Round and/or the Final Round Performance; and
  - c. shall defend, indemnify and hold NParks (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

11. NParks may exercise its sole discretion to use the names, identification, image, and comments of the Participant, Shortlisted Group, Finalist Group 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, Shortlisted Group, Finalist Group and/or Winner.
12. It is a condition precedent in this Competition that the Participant consents to the storage and disclosure of information that he/she submits in the Submission, including and not limited to; personal contact information, social media network handles, publically accessible data via the application programming interfaces (APIs) of said social network handles, with such information being entered into a database and NParks may use this information to facilitate the mechanics of any future contests organised by NParks.

### Acceptance of terms and governing law

13. In the event of any disparity in the interpretation of the terms and conditions, NParks' version will prevail. Should any dispute arise in connection with the Competition or these Terms and Conditions, NParks shall make the final decision regarding the said dispute.
14. NParks 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.
15. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore for every purpose.
16. By entering into the Competition, it is deemed that the Participant accepts the terms and conditions of the Competition as set out above.

### **Frequently Asked Questions**

1. How should we enter the competition?
  - a. For competition registration, please refer to **Clause B** of the Terms and Conditions.
2. Can my band enter the Competition more than once?
  - a. No, each band can only enter the Competition once.
3. Is my band allowed to do our own original songs?
  - a. No. Bands are to perform cover songs only. NParks reserves the rights to have bands re-select submitted songs.
4. Will my band be able to enter the Competition if my teacher/mentor is amongst the judges?
  - a. Yes.
5. Can my band re-perform a song in the Final Round that we submitted during our initial applications if we get through?

- a. Yes, you can. However, you are encouraged to perform other songs to showcase your vocal range and versatility in song choices.
6. Is there an age limit?
- a. You can participate as long as you are above sixteen (16) years of age.
- If you are a Participant who is below eighteen (18) years old (as of 1 January 2019), 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.
7. How can I find out if my band has been shortlisted for the Competition?
- a. We will contact you via the details given to us in your submission.
8. Can we audition in person instead?
- a. No, all audition clips must be submitted online. Please refer to **Clause B** of the Terms and Conditions for competition registration.
9. Can my band participate in the Competition if we have previously participated in televised music competitions?
- a. Yes, as long as your band is not currently signed on to a record company, have any contract with any third party record label, or any contract for performance with a live music venue or any other similar arrangement. Please refer to **Clause A** for further details.
10. Can my band use previously recorded footage or performances as our submission for the Competition?
- a. You may submit (i) an original video recorded and made specifically for this competition or (ii) a previously recorded video performance provided that it was recorded within the past one (1) year and it captures your band's **current** image and sound of a live performance.
11. What are the specifications of the musical instruments provided during the Competition?
- a. 1x Alesis 8-piece Electronic drum-set
  - b. 1x Roland FA-06 Workstation
  - c. 1x Fender Rumble 200 Bass Amplifier
  - d. 1x Fender Mustang GT100 Electric Guitar Amplifier
  - e. 1x 3 Channel Amplifier (Keyboard/Guitar)
  - f. 3x Direct Input
  - g. 3x Shure Vocal Mics