## TERMS OF PARTICIPATION

The organiser of the Song Contest "Dein Song für EINE WELT!" (Your Song for ONE WORLD) is Engagement Global gGmbH – Service für Entwicklungsinitiativen (hereafter "Engagement Global"). Participation in this Song Contest is subject to the following provisions and can only be done online.

The Song Contest "Dein Song für EINE WELT!" accompanies the School Competition on Development Policy. The school competition has been held every two years since 2003.

### 1. What are we looking for?

We are looking for a song that addresses issues relating to "Global Development" / "One World". You will find information and a collection of links to help you explore this topic and create your song on our website. https://www.eineweltsong.de/en/song-writing-info-and-help.html

The style of music is entirely up to you. Instrumental accompaniment is not a prerequisite for participating in the Song Contest.

### The following minimum requirements apply:

- » The lyrics have to address the topics "Global Development"  $\!\!\!/$  "One World".
- » The song must be no longer than 3:50 minutes in length.

## 2. Who can take part?

Pupils and young people from Germany and from many countries in the Global South aged between 10 and 25 years may take part in the Song Contest. A list of permitted countries outside of Germany can be found here: <a href="http://www.oecd.org/dac/financing-sustainable-development/development-finance-standards/">http://www.oecd.org/dac/financing-sustainable-development/development-finance-standards/</a>
DAC List ODA Recipients2018to2020 flows En.pdf

If you are under the age of 18, your parents or other sole legal guardians must consent to your participation and submit the Declaration of Consent at the end of these Terms of Participation.

Individuals or groups can take part, e.g. bands, choirs, etc. There are no limits to the group size. You can also submit a joint entry with pupils from partner schools or friends from countries from the Global South.

Lyrics and music must be GEMA-free in all parts (GEMA, the German Society for Musical Performing and Mechanical Reproduction Rights, administers the exploitation rights for music in Germany).

Only those individuals to have registered to participate in the Song Contest by the deadline for entries (see Item 4) may do so; registration is not possible after this date

### 3. How can I take part?

The Song Contest is taking place online. You will need to register and submit your entry via the central information platform for the song contest at <a href="https://www.eineweltsong.de/en.html">www.eineweltsong.de/en.html</a>.

In the online form, you will be asked to provide a few details about yourself and your song. You will also be asked to enter your lyrics by copying and pasting them into a text field (if applicable, including the translation of non-German parts of the lyrics).

# At the end of the registration, the following data must be uploaded:

» Your song as an audio or video file (permitted file formats are .mp3, .mp4, .mov, .avi, .flv and others)

- » If more than ten people are participating, a digital document containing the names and dates of birth of all group members
- » If you are under the age of 18 or participants in your group are under the age of 18, the Declaration of Consent signed by a parent or sole legal quardian

### The following data may also be submitted (OPTIONAL):

- » The lyrics as a pdf file
- » A description of the band or artist(s), photos or further information that you would like to share with us

Your song, your artist/band name, the lyrics and the translation will then be uploaded on our website and can be seen by all users.

### Please note the following:

- » The song must be no longer than 3:50 minutes in length
- » The submitted audio / video file must not exceed 50 MB in size
- » The lyrics and music must have been entirely written/composed by yourself and be GEMA-free in all parts (GEMA, the German Society for Musical Performing and Mechanical Reproduction Rights, administers the exploitation rights for music in Germany). This means that no authorisation agreement has been concluded with a licensing society or the copyrights for the work have expired. The latter is the case when the composer has been dead for more than 70 years.
- » The copyright for the song / music remains with you, but Engagement Global is granted comprehensive rights of use (see the extent of the rights transfer under Item 10, "Rights of Use")

If you have a great idea for a song but have no way to create your desired musical composition, you can still participate in the Song Contest! Simply sing or hum your melody into a microphone or smartphone and send us this as an audio file.

In order to successfully register, you must provide your personal data before you can upload the song. One person from your group must have a valid email address that we can use to communicate with you during the entire course of the Song Contest.

You must agree to these Terms of Participation. If you or other participants in your group are under the age of 18, your parents or other sole legal guardians must consent to your participation and sign the Declaration of Consent at the end of these Terms of Participation and send it in by post or by email as a scanned document.

It is possible to submit several songs per band / person. All persons involved in creating the song must comply with the Terms of Participation and must be registered as participants on submitting entries.

## 4. When can I submit my song?

Start: Wednesday, 20 February 2019, 12 noon End: Tuesday, 25 June 2019, 12 noon (closing date)



### 5. Prizes

#### First Prize:

- » EINE WELT (ONE WORLD) song title (anthem for the ninth round of the School Competition on Development Policy)
- » A very personal and professional music video (filming with professional musicians, a professional camera team and high-quality technology!)
- » Professional production of the song in the studio with prior coaching
- » The song will feature prominently on the EINE WELT (ONE WORLD) album
- » Invitation to one or more concert(s) and/or a festival for LIVE performances

#### Second Prize:

- » €2,000 in prize money
- » Professional production of the song in the studio with prior coaching
- » Song will feature on the EINE WELT (ONE WORLD) album
- » Invitation to one or more concert(s) and/or a festival for LIVE performances

### Third Prize:

- » €1,000 in prize money
- » Professional production of the song in the studio with prior coaching
- » Song will feature on the EINE WELT (ONE WORLD) album
- » Invitation to one or more concert(s) and/or a festival for LIVE performances

### 4th to 20th Prize:

- » Professional production of the song in the studio with prior coaching
- » Song will feature on the EINE WELT (ONE WORLD) album
- » Invitation to one or more concert(s) and/or a festival for LIVE performances

#### 21th to 30th Prize:

» Professional musical coaching in the form of music workshops focussing on, for example, dance, music/composition, media, performance, band management and much more

### Public's Prize / 1st place in the user voting:

- » Professional production of the song in the studio with prior coaching
- » Song will feature on the EINE WELT (ONE WORLD) album
- » Invitation to one or more concert(s) and/or a festival for LIVE performances

The Public's Prize can also be won in addition to another prize.

### Places 2 to 5 of the user voting:

» Professional musical coaching in the form of music workshops focussing on, for example, dance, music/composition, media, performance, band management and much more

### Special Prize for Best Video:

» €1,000 in prize money

The Special Prize for Best Video can also be won in addition to another prize.

### Special Africa Prize:

- » €3,000 in prize money
- » Professional production of the song in the studio with prior coaching
- » Song will feature on the EINE WELT (ONE WORLD) album
- » Invitation to one or more concert(s) and/or a festival for LIVE performances

# Special Latin America Prize:

- » €3,000 in prize money
- » Professional production of the song in the studio with prior coaching
- » Song will feature on the EINE WELT (ONE WORLD) album
- » Invitation to one or more concert(s) and/or a festival for LIVE performances

In addition, each winner and each winning team will receive a personalised certificate. Proceeds/prizes may not be transferred to a third party.

### 6. International participation

International participation in the Song Contest is expressly desired. Participants from many countries in the Global South can either compose and submit an entry individually or as part of a partnership (for example a school partnership with a German school).

The DAC list of developing countries and regions details the countries permitted to enter the Song Contest.

http://www.oecd.org/dac/financing-sustainable-development\_development\_finance-standards/DAC\_List\_ODA\_Recipients2018to2020\_flows\_En.pdf

### The Special Africa Prize category encompasses entries that:

- » have been composed as part of a German-African partnership <u>and</u> thematically relate to the African continent, or
- » have been submitted by African participants <u>and</u> thematically relate to the African continent.

### The Latin America category encompasses entries that:

- » have been composed as part of a German-Latin American partnership and thematically relate to the Latin American continent, or
- » have been submitted by Latin American participants and thematically relate to the Latin American continent.

For winning teams from countries outside of Germany, the group size for travelling to Germany (e.g. to perform) is limited to 20 participants.

#### 7. Procedure

Participants can first submit the material referred to in Item 3 via the central information platform for the song contest at <a href="https://www.eineweltsong.de/en.html">www.eineweltsong.de/en.html</a> from 20 February 2019, 12 noon.

After you have uploaded the files, we will check whether your song complies with the Terms of Participation and that there is no reason to exclude it (see Item 9 "Inadmissible content" and Item 13 "Exclusion").

Provided that we do not identify any infringements of these Terms of Participation, your song will be published on the Song Contest website at <a href="https://www.eineweltsong.de/en.html">www.eineweltsong.de/en.html</a> and uploaded to Youtube or Soundcloud. The publication of the song on the website may take some time. You will receive an email message when your entry is published. Engagement Global is not obliged to publish any entries that do not meet the Terms of Participation.

### User voting:

After the official closing date for entries, all published songs can be accessed on the website for user voting purposes. Users can vote for your songs for a period of three weeks. The song ranked first in the user voting will be awarded the Public's Prize and will be one of the 23 winning songs on the EINE WELT (ONE WORLD) album. Songs ranked second to fifth in the user voting will receive recognition awards.

The results of the user voting will be published on our website in September 2019. The winners furthermore will be notified by email.

# Preliminary jury and independent jury:

In an internal selection process, a total of 30 winning songs as well as up to 5 finalists for the special prizes will be determined by a preliminary jury. From these 30 winning songs as well as the special prize finalists, an independent main jury (experts in the education, film and/or music fields) will then select the special and recognition awards, the 20 songs for the EINE WELT (ONE WORLD) album and a TOP 5 selection for the main prizes.



The TOP 5 candidates will present their songs in a live performance in front of the main jury, which will then determine the EINE WELT (ONE WORLD) song and the second and third prizes.

The results of the preliminary jury will be announced in September 2019. The winners will be notified by email.

The results of the main jury are expected to be announced in October 2019 (TOP 5) and December 2019 (places 1-3). The winners will be notified by email.

If we do not receive any response within 10 working days after sending our email notification, the claim for the prize is forfeited and a new winner will be determined by the jury.

#### 8. Assessment criteria

The jury will assess the submitted songs according to their content and musical criteria.

Your lyrics will be evaluated as to whether and how they address the themes "One World" and/or "Global Development" (you can find out what we understand by these themes <a href="here">here</a>), and whether the lyrics are written in clear and understandable language. Other criteria include the artistic value of the lyrics (choice of words, images, structure and style) and their originality (in terms of both the form and content).

Your musical performance will be evaluated according to the musicality (expressive, sensitive and nuanced interpretation), voice performance, composition and development potential. Development potential means that we will also take into account "incomplete" and not yet perfectly executed entries, and then evaluate whether we can identify scope for developing them.

If submitting a video for the Special Video Prize, the basis for assessing entries shall be whether and how these communicate the topics of "One World" and "Global Development". Further criteria include the creative exploration of the topic (e.g. by appealing dramaturgy) and the quality of the visual and auditory design, i.e. camera work, video cuts.

## 9. Inadmissible content

Entries that reinforce prejudices and/or positive or negative stereotypes or contain false historical data will not be considered. Users may also not participate with lyrics, texts, photos, videos or audio recordings that transgress standards of public decency or otherwise violate applicable law (in particular copyright, trademark and third party rights to names). In particular, no lyrics, texts, photos, videos or audio recordings may be published that contain content that is criminal in nature, pornographic, unlawful, racist, glorifies violence, harmful to young persons or could violate the personal rights of third parties. In addition, no lyrics, texts, photos, videos or audio recordings may be uploaded that advertise third parties, their products, services and/or trademarks.

The participants assure that they possess all rights to the submitted photos, videos or audio recordings, and also possess unlimited exploitation rights. Furthermore, the participants assure that submitted photos, videos or audio recordings are exempt from third party rights and that no personal rights have been violated in the case of submitted photos and videos and in the depictions of persons. If one or more persons are recognisable on a photo/video, the participants affirm that they possess the written consent of such persons depicted to publish the image/video.

The exclusion, blocking or deletion of photos, lyrics, texts, videos and audio recordings is left to the discretion of Engagement Global and can be carried out at any time without consulting the affected participants if photos, lyrics,

texts, videos or audio recordings violate these Terms of Participation or statutory regulations, or if such an infringement cannot be excluded. Any claims against Engagement Global arising from the exclusion, blocking or deletion of photographic, video or audio material are excluded.

### 10. Rights of Use

The participants grant Engagement Global the rights of use, unlimited in terms of time, space and content, including the right to process and disseminate the submitted photos, lyrics, texts, videos and audio recordings in connection with the Song Contest.

The winners also grant Engagement Global the exclusive, gratuitous rights of use, unlimited in terms of time, space and content, for the material arising during the production (including audio, video and photo recordings) and the reporting about it (irrespective of the media, i.e. including print media, radio and telemedia, online and social media portals such as Facebook, MySpace, Twitter or other portals that Engagement Global considers suitable). In addition, the participants grant Engagement Global the right to use and provide the video, lyrics, text, photo and audio material for its online portals and all other digital products, e.g. as a teaser or download for third parties – in particular as part of the voting. Participants shall not have the right to demand publication of the video, lyrics, text, photo and audio material.

Engagement Global reserves the right to use and provide video, lyrics, text, photo and audio material created during performances, productions or other events related to the song contest for its online portals and all other digital products (including for publicising subsequent competitions).

Engagement Global is under no general obligation to inspect the entries from the participants with regard to the content supplied by them.

## 11. Disclaimer of liability

Participants undertake to indemnify/compensate Engagement Global in the internal relationship against/for all third-party claims arising out of the use of the entries if third parties claim that the entries violate their personal rights, trademark rights, copyrights or other intangible rights. In particular, participants shall indemnify Engagement Global against all claims arising out of such use, including reasonable expenses for extra-judicial and judicial defence.

# 12. Data protection

In order to be able to participate in the Song Contest, it is essential to register by providing your email address, postal address and date of birth. This personal data is provided by participants exclusively on a voluntary basis. By participating, each participant voluntarily consents to the storage of the personal data that he/she provides in connection with participation in the Song Contest and to its use by Engagement Global in connection with the event. Engagement Global undertakes to treat with the utmost care and to administer the data in accordance with the statutory data protection provisions. The participant affirms that the personal data that he/she has submitted is true and accurate.

Engagement Global will collect, process, use and save the data entered during the registration for the purposes of conducting, processing and evaluating the Song Contest, as well as for enquiries relating to live performances, and will transfer this data for the aforementioned purpose to the cooperation partners (see <a href="https://www.eineweltsong.de/en.html">www.eineweltsong.de/en.html</a>), the agency Kreativ Konzept Agentur für Werbung GmbH, which looks after the cooperation partners, or partner Kreuzberger Musikalische Aktion e.V., which is tasked with administering musical components of the contest. Without the explicit consent of the participants,



the registration data will not be used for further purposes by Engagement Global or third parties.

Data saved by Engagement Global will be deleted once it is no longer required for the purposes for which it was collected in connection with the Song Contest, provided its deletion is not prohibited by a statutory duty to preserve records.

Participants can at any time request information on the data held by Engagement Global, the origin of this data and how it is used by Engagement Global.

Participants furthermore shall have the right at any time to have any inaccurate data corrected or to instruct the blocking and deletion of personal data by revocation by e-mailing songcontest@engagement-global.de, provided that this is not prohibited by a statutory duty to preserve records. Participation in the song contest shall be terminated upon the deletion of data.

#### 13 Exclusion

Employees working for Engagement Global or companies affiliated to Engagement Global as well as employees working for participating cooperation partners are excluded from taking part.

Also excluded are persons who use unauthorised tools or who otherwise benefit from manipulation. In such cases, winnings can subsequently be denied and reclaimed if necessary.

Persons who submit false or incorrect personal details can also be excluded.

In the event that these Terms of Participation are infringed, Engagement Global reserves the right to exclude persons from the competition.

The exclusion, blocking or deletion of photos, lyrics, texts, videos and audio recordings is left to the discretion of Engagement Global and can be carried out at any time without consulting the affected participants if photos, lyrics, texts, videos or audio recordings violate these Terms of Participation or statutory regulations, or if such an infringement cannot be excluded. Any claims against Engagement Global arising from the exclusion, blocking or deletion of lyrics, texts, photographic, video or audio material are excluded.

### 14. Liability

In the event of damage caused through mild negligence, Engagement Global shall only be liable in the event of a breach of an essential contractual obligation, i.e. an obligation whose fulfilment defines the contract and on which the contractual partner regularly relies and may rely, and limited only to damages typical and foreseeable in this type of contract. Engagement Global shall not be liable for breaches of duty beyond those specified in the preceding clauses caused through mild negligence. This restriction shall not apply to damage resulting from injury to life, body or health, or in cases of mandatory liability. Where the liability of Engagement Global is excluded or limited, this shall also apply to personal liability on the part of employees, representatives and vicarious agents of Engagement Global.

# 15. Miscellaneous

The participants will not be paid any expense allowance and/or remuneration for participating in the Song Contest. Travel and accommodation costs will be refunded for the winners who are invited to the studio.

Engagement Global reserves the right at any time to partly or completely abort the Song Contest, terminate it prematurely or change its course, including without adhering to any time limits, provided that it is not possible to guarantee

the proper implementation of the Song Contest for technical reasons (e.g. computer virus, tampering or software/hardware malfunctions), legal reasons or for reasons of force majeure. In such a case, the participants are not entitled to any claims against Engagement Global.

Should any of these provisions be or become invalid, the validity of the remaining provisions shall remain unaffected thereof.

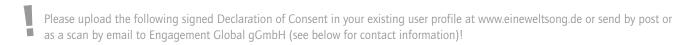
Only the law of the Federal Republic of Germany is applicable.

Recourse to the courts is not permitted.

Organiser: Engagement Global gGmbH

For questions: <a href="mailto:songcontest@engagement-global.de">songcontest@engagement-global.de</a>





for the participation of my / our child with a text-based (lyrics), audio and / or video entry to the Song Contest "Dein Song für EINE

# **DECLARATION OF CONSENT**

WELT!" (Your song for ONE WORLD).

I/We hereby confirm that I/we have read the aforementioned Terms of Participation stipulated by Engagement Global gGmbH for taking part in the Song Contest "Dein Song für EINE WELT!" accompanying the School Competition on Development Policy. By consenting to my/our child's participation, I/we hereby accept and confirm these Terms of Participation on all points for my/our child.
I / we agree that my / our child
Surname, first name(s) of the child taking part:
Date / Place of birth of the child taking part:
Address of the child taking part:
Street, House No:
Post Code, Place:
may take part in the Song Contest "Dein Song für EINE WELT!" under the specified Terms of Participation.
This consent can be revoked at any time. If, after signing the Declaration of Consent, you no longer agree to any further use, please contact us at: <a href="mailto:songcontest@engagementglobal.de">songcontest@engagementglobal.de</a> .

For previously registered participants only:

Place, date

Surname(s), first name(s) of all legal representatives / sole legal quardians:

By signing, the participant confirms that he/she has read the Data Protection provisions stipulated by Engagement Global gGmbH before entering personal data in the course of the online registration, and that he/she agrees to their storage for purposes related to conducting the Song Contest "Dein Song für EINE WELT!". (The Data Protection provisions can be found at: <a href="https://www.eineweltsong.de/en/informationen/data-protection.html">https://www.eineweltsong.de/en/informationen/data-protection.html</a>)

plus the child participatin

Signature of all legal representatives / sole legal guardians,

Place, date
Signature of all legal representatives / sole legal guardians,
plus the child participating

Please upload the signed declaration in your existing user profile at <a href="https://www.eineweltsong.de/en.html">www.eineweltsong.de/en.html</a> or send it by post or as a scan by email to the following address:

# Engagement Global gGmbH

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