

Cash Prize for *Western University High School Vocal Competition*

Contest Detailed Rules

Competition Date: October 20, 2023

The Western University High School Vocal Competition (the “Contest”) is administered by the Don Wright Faculty of Music at the University of Western Ontario (“Music”). Any questions, comments or complaints regarding the Contest should be directed to Sasha Gorbasew (agorbase@uwo.ca) at Don Wright Faculty of Music, Talbot College, Room 210, London, Ontario, Canada, N6A 3K7. By participating in this Contest, each Contestant agrees to be legally bound by these official contest entry rules (the “Rules”).

Music is hosting an open contest for eligible secondary school students to participate in the Contest. If you are a secondary school student preparing to audition for post-secondary studies in music, this is a great way to prepare your audition repertoire. If you are in Grades 9 to 11, this is a great way to experience Western’s voice area, meet professors and students.

The winner of the Contest will be awarded a cash prize of \$250.00 CAD. Three (3) runners up will be awarded, at each runner up’s option, either: (a) two (2) tickets to an upcoming opera production at Western, or (b) one (1) private vocal lesson with a voice instructor at Western. (\$100 value)

1. CONTEST PERIOD

The Contest is run by Music and will take place on October 20, 2023 from 1:30 p.m. until 4:30pm Eastern Time (“ET”). Music reserves the right to cancel, terminate, modify, amend, extend or suspend the contest, and select a winner from previously received applicable eligible Submissions.

2. ELIGIBILITY

This Contest is open to:

(i) Any individual who is registered as a secondary school student in Canada; Who registers with all required information by the Registration Date, as defined below; and who auditions with repertoire, as defined below (each individual is a “Contestant”). Any minors wanting to enter this contest will also need to comply with clause 7.7 below.

3. SUBMISSIONS

Students interested in participating must register online by Friday October 13, 11:59pm (the “Registration Date”).

- To be valid, each prospective Contestant’s registration must include the following information pertaining to the prospective Contestant: Name
- Email address,
- Name and location of high school,

- Current grade,
- Current high school music teacher (if applicable),
- Current private voice teacher (if applicable),
- Mailing address,
- Names of pieces to be performed at the competition (“Repertoire”). Repertoire must meet the following criteria:
 - Contestants must sing two (2) art songs, with the following linguistic requirements:
 - one piece must be in English, and
 - one piece must be in either French, Italian or German,
 - There is a combined 10 minute maximum time duration for both pieces.-Please note that adjudicators will cut off performances at the 10 minute mark.
- An accompanist will be required for a Contestant to participate in the Contest. Each Contestant will be required to provide the name of collaborative pianist as part of their registration (or indicate that they require a collaborative pianist.
- Name of parent or guardian who will be attending with the Contestant.

PLEASE NOTE: Contestants must be available for the duration of the Contest (from 1:30-4:30 pm on - October 20, 2023). Applicants will receive their time slot by Monday October 16 at 11:59 pm. Each Contestant is solely responsible for paying any costs they incur, including but not limited to transportation, relating to participation in the Contest.

4. PRIZES AVAILABLE

There are **four (4) prizes** available to be won (individually referred to as a “Prize” and collectively referred to as the “Prizes”), consisting of the following:

Prize(s)	# of Winners	Prize Details
Grand Prize	1	The Grand Prize winner will receive a cash prize of \$250.00 CAD.
Runner Up	3	Each runner up will have the option of receiving either: (a) one (1) free voice lesson with a voice instructor at Western, or (b) two (2) tickets of their choice for this year’s opera production at Western, at their option. The approximate retail value of each runner up prize is \$100 CAD.

All amounts in these Rules are in Canadian dollars.

5. WINNER(S) SELECTION: The overall winner and runners up will be selected by final decision of the panel consisting of members of the Voice Faculty at Western. The Grand Prize winner and runners up will be determined based on the following criteria:

- Precision of musicianship and performance practice
- Lyric Diction
- Current level and potential of artistry and performing

Winners will be announced 15-20 minutes following the last Contestant's performance.

5.1 Evaluation: The evaluation of Contestant will be done by:
Torin Chiles (acting Chair of Music Performance Studies),
Bethany Horst (Voice instructor-Voice Fridays Coordinator), and
Todd Wieczorek (Voice Area Division Coordinator),

in addition to other participating voice faculty members

All participants will receive written feedback on their performance as well as a recording of their performance. The decision will be announced 15-20 minutes after the last contestant performs

Further information about the Voice Division can be found at:

<https://music.uwo.ca/divisions/voice/index.html>

5.2 Odds of Winning: The odds of winning a Prize are dependent on the number of Contestants.

5.3 Declaration, Release and Assignment Form: In order to be declared the confirmed Prize winner(s), each winning Selected Contestant must, in addition to meeting the Contest eligibility criteria and otherwise complying with these Rules, sign and return within five business days of notification by e-mail, a Declaration, Release and Assignment form prepared by Music which, among other things:

- i. confirms compliance with these Rules;
- ii. acknowledges acceptance of the Prize, as awarded;
- iii. releases the Releasees (as defined in Section 7.6) from any liability and damage which could arise out of or in any way related to the Contest and from the awarding, receipt, possession of any Prize; and
- iv. transfer to Music ownership of their intellectual property rights (including copyright) in the Submission to Music and waive all of their moral rights in their Submission in favour of Music;
- v. grant to Music the right to right use, reproduce and/or publish in any related publicity, his/her name, Submission, photograph, voice, image, likeness, biographical information, any statements made regarding the Prize(s) or their Submission for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the internet), without any compensation or further attribution or notification.

If a winning Selected Contestant:

- i. fails to return the properly executed Declaration, Release and Assignment form within the specified time;

- ii. cannot accept a Prize for any reason; or
- iii. otherwise fails to comply with the Rules;

then he/she/they will be disqualified (and will forfeit all rights to the Prize) and Music reserves the right, in its sole and absolute discretion, to select from among all remaining eligible Submissions an alternate Selected Contestant as the potential winner of the Prize (in which case the foregoing provisions of this section shall apply to such new potential prize winner).

6. AWARDING OF PRIZES(S)

6.1 Prize Recipient(s): A confirmed Prize winner who has properly completed and delivered to Music a signed Declaration, Release, and Assignment Form will receive his/her/their Prize within four weeks after the Competition Date.

6.2 Prizes Notification: Music will determine how the presentation of each Prize will occur and this may be either in a media event, by email, regular mail or in person.

7. GENERAL TERMS AND CONDITIONS

7.1 Verification of Submissions: Music reserves the right, in its sole and absolute discretion, to verify or require proof of identity and/or eligibility (in a form acceptable to Music) from any Contestant in this Contest. A Contestant whose Submission cannot be verified to the satisfaction of Music, in its sole and absolute discretion, may be disqualified from the Contest and will not be eligible to win a Prize. In that case, Music reserves on behalf of the Selection Committee the right to conduct a reselection of a Selected Contestant by means of a further evaluation.

7.2 No Liability: The Releasees (defined below in Section 7.6) will not be liable for: (i) any failure of the submission website, Music's servers or other sites during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any email from the Contestant to be received by Music or; (iv) any injury or damage to a Contestant's, or any other person's computer related to or resulting from participating or downloading any material in the Contest; (v) any costs related to participation in the Contest; and (vi) any combination of the above.

7.3 Acceptance of a Prize: Each Prize must be accepted as awarded and is not transferable or (except in Music's sole and absolute discretion).

7.4 Number of Prizes/Winners: By entering the Contest, each Contestant acknowledges that Music shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these Rules. In the event that, for any reason whatsoever (including without limitation, as a result of an error, malfunction or defect in the design, advertising, management, implementation or administration of the Contest, whether mechanical, electronic, human or otherwise) the number of declared winners or the

number of prizes claimed by Contestants is greater than the number of prizes available, Music reserves the right, in its sole and absolute discretion, to end the Contest in whole or in part, without notice, and to award the correct number of prizes among the correct number of winners, selected in accordance with these Rules from among those eligible Submissions validly submitted prior to the termination of the Contest.

7.5 Termination of Contest: Music reserves the right to void any Submission and/or withdraw, suspend, amend or terminate this Contest in whole or in part (or to amend these Rules) in any way at any time without prior notice (but subject to applicable law), in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of Music that, in its sole discretion determines, interferes with the proper conduct of this Contest as contemplated by these Rules, or in the event of any accident, printing, administrative, or other error or any kind, or for any other reason. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the person will be automatically disqualified and Music reserves the right to seek remedies and damages to the fullest extent permitted by law. Music reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any Contestant, or Submission with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of Music, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

7.6 Release and Exclusion of Liability: By entering or attempting to enter the Contest, each Contestant and/or purported contestant agrees to release, discharge, and forever hold harmless Music, and their respective officers, directors, employees, agents and other representatives (collectively, the “**Releasees**”) from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the Contestant’s participation or attempted participation in the Contest, compliance or non-compliance with these Rules and acceptance, use or misuse of a Prize. The Releasees will not be responsible for any lost, incomplete, late or misdirected Submission or for any failure of the Contest website during the Contest Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting injury or damage to any person or property arising from, or relating to, that person’s or any other person’s participation or attempted participation in the Contest.

7.7 Minors: For greater certainty, where the Selected Contestant is under the age of majority, as a pre-condition to the Selected Contestant being declared the winner and receiving a Prize, the parent or legal guardian of the selected contestant must consent in writing to the Selected Contestant being declared a winner and receiving a Prize and must also sign and return to Music the form(s) of Declaration, Release and Assignment documentation (see Section 5.4 above).

7.8 Name/Image of Winners and Content:

(a) By entering the Contest or submitting a Submission, each Contestant:

- i. authorizes Music to use, reproduce and/or publish in any related publicity, his/her name, photograph, image, voice, likeness, biographical information, Submission, and any statements they make regarding a prize or their Submission for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), without any compensation or further attribution or notification and waiving all moral rights in favour of Music;
- ii. agrees that anything created by Music which is derived from the Contestant's Submission, photograph, image, voice, likeness or any statements the Contestant makes regarding a Prize, is owned by Music; and
- iii. on his/her/their own behalf, and on behalf of his/her/their heirs, executors, administrators, personal representatives, successors and assigns, hereby release and discharge the Releasees (as defined in Section 7.6) from and against any and all claims (whether known or unknown, in law or in equity) that he/she/they or any of his/her/their heirs, executors, administrators, successors, or assigns may have or that may later accrue against any of the Releasees for any damage, loss, liability, costs, legal fees, expenses or injury based on publicity rights, defamation, libel, slander, portrayal in a false light, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action arising out of or relating directly or indirectly in any way to the Submission, name, photograph, image, voice, likeness, biographical information, and/or any statements they make regarding a Prize or Submission.

(b) If a Contestant has any questions or does not wish Music to use any or all of his/her/their name, photograph, image, voice, likeness, biographical information, and/or any statements made regarding a Prize or their Submission, for purposes other than Contest administration, please contact the Sasha Gorbasew, Don Wright Faculty of Music, Talbot College, Room 210, London, Ontario, Canada, N6A 3K7.

7.9 Personal Information: By entering this Contest, each contestant expressly consents to Music, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her/their Submission only for the purpose of administering the Contest and in accordance with Music's privacy policy (www.uwo.ca) and the *Freedom of Information and Protection of Privacy Act* (Ontario), unless the Contestant otherwise specifies by giving Music notice in writing. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any contest-related materials, these Rules shall prevail, govern and control.

7.10 Applicable Law, Attornment and Decisions: This Contest and these Rules shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Music and the contestants hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario. The decisions of Music with respect to all aspects of this Contest are final and binding on all Contestants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Contestants and their Submissions.

7.11 Waiver: Failure by Music to enforce any of their rights at any stage does not constitute a waiver of those rights.

7.12 Severability: Each term and provision of these Rules shall be valid and enforceable to the fullest extent permitted by law and any invalid, illegal or unenforceable term or provision shall be deemed replaced

by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

7.13 Captions & Headings: The captions and headings of clauses contained in these Rules preceding the text of the articles, sections, subsections and paragraphs hereof are inserted solely for convenience and ease of reference only and shall not constitute any part of these Rules, or have any effect on their interpretation or construction.