



Berklee College of Music and SGAE

PRESENT

The 2009 Singer-Songwriter Contest for

BERKLEE CANTA EN ESPAÑOL

OFFICIAL RULES/ENTRY FORM

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1.0 CRITERIA
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1.1 To qualify for the program, each musical submission (“Song”) must be original work and shall not infringe on any intellectual property rights of which a third party is the proprietor.

1.2 Entrant may email song(s) in MP3 format to **berkleecanta@berklee.edu** or mail the entry form along with the song(s) in MP3 format to the following address:

Berklee College of Music
ATTN: BERKLEE CANTA EN ESPAÑOL
1140 Boylston Street
Boston, MA 02215

1.3 The Entry Form, photo(s), and a professional biography must accompany each song(s) submission. Entry form must mailed or emailed to the address above no later than the deadline of **AUGUST 10, 2009**.

1.4 Only one person from each song may submit the material. Songs may be co-written but only **ONE singer-songwriter** will be entitled to enter the competition. Applicants may submit as many songs as they wish in any style, as long as these have Spanish language lyrics.

1.5 Song(s) must not be more than four minutes in length.

1.6 Song(s) **MUST** have Spanish language lyrics. No instrumental songs will be accepted. In the case where a song contains some lyrics in another language that is not Spanish, Berklee College of Music will evaluate if the song(s) are eligible.

1.7 Song(s) must be sung by one of the songwriters. Selected winning submissions will require the songwriter to sing & perform at final event competition on **OCTOBER 7, 2009, at the LUNARIO of the National Auditorium, Mexico City.**

1.8 A typed document of the song(s) **complete lyrics** must accompany each song submission.

1.9 A singer-songwriter biography, approximately 100 words or less, and a photo of the Entrant must accompany each song(s). If available, Entrant can also submit a web career profile such as personal web page, myspace.com, electronic press kits, etc. The web career profile may include the short bio.

1.10 **Checklist:** Please verify that submissions include the following: Song(s) in MP3 format; completed Entry form; Song lyrics; singer-songwriter biography; photo; optional web profile, and any other relevant materials.

1.11 In the case where a selected winner is chosen and he/she is part of a duo or band, only the singer-songwriter will be eligible to participate on the night of the event, unless Berklee College of Music deems otherwise.

1.12 **Selected winners will need to be available in October to travel to Mexico City for rehearsals at least 6 days prior to the show on October 7. Expenses will be provided for up to October 8, 2009.** In the case where a selected winner is NOT available for designated rehearsals and appearance at the final show, he/she may be immediately disqualified to participate upon discretion of Berklee College of Music and another Entrant will be chosen in its place.

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2.0 APPLICATION POLICY
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2.1 This contest begins on **MAY 27, 2009 and ends on AUGUST 10, 2009.** Uploads and email submissions will not be accepted after the mentioned deadline. Mailed entries with a postmark later than **AUGUST 10, 2009 may** not be accepted.

2.2 Entries including but not limited to CDs, MP3s, lyrics and any other material submitted become the sole property of Berklee College of Music and will not be acknowledged or returned to the Entrant.

2.3 Berklee College of Music is not responsible for entries that are late, lost, misdirected, damaged, stolen, illegible, incomplete, postage due mail, or not received for any reason. Berklee College of Music also reserves the right to deny entry of submitted applications if these apply to any of the previously mentioned.

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3.0 ELIGIBILITY

3.1 Open to Berklee College of Music alumni and students **only**. Alumni are defined as having taken at least one (1) class at Berklee. Void where prohibited by law.

3.2 Individuals who are signed to a record or distribution deal are not eligible to enter the Contest. Berklee College of Music also reserves the right to deny and/or disqualify entries of submitted applicants if these apply to any of the previously mentioned on this point.

3.3 Contest is open to entrants of any nationality, cultural and/or religious background. Entrants must be 18–30 years old on or before **October 7, 2009**.

4.0 JUDGING

4.1 A specially designated team at Berklee College of Music will screen the initial Songs and select six (6) singer-songwriters best suited for the final program.

4.2 Selected entrants will win the opportunity to perform one of their selected songs at the **at the LUNARIO of the National Auditorium, Mexico City on October 7, 2009**. One final Song from the performers will be chosen by a panel of five (5) industry judges on the night of the show to win the Grand Prize. Judges are not affiliated with Berklee College of Music.

4.3 Sound quality will not be a factor in judging and selecting the submitted Song(s) in this contest for the final program, unless it is deemed inaudible by Berklee College of Music, in which case the Song(s) will be disqualified immediately without notice to the Entrant.

4.4 The six (6) singer-songwriters chosen to participate in the show will be contacted directly by Berklee College of Music, on behalf of the Contest, by phone or E-mail.

4.5 Potential Winner, as a condition of performing in the show, will be required to sign and return an Affidavit of Eligibility, a Liability Release, a **TV** “use waiver” and where legally permissible a Publicity Release, within 10 days following the date of first attempted notification.

4.6 Failure to sign and return an affidavit within 10 days, or provision of false/inaccurate information therein may result in immediate disqualification, and an alternative singer-songwriter will be selected.

4.7 Affidavits and Releases are subject to verification by Berklee College of Music or its agents.

4.8 The Contest will not seek ownership or the copyright of any of the Songs, and all economic and moral rights in them will remain their author’s at all times.

5.0 WINNERS

5.1 PRIZES: Six (6) will be selected from the Song submissions to perform their original songs with a Berklee backing band during the night of the show. The six (6) performers will be eligible to win a Grand Prize chosen by the five (5) judges.

5.2 GRAND PRIZE: Production of a music video by a selected producer. The music video will be aired on the Telehit music channel and **via other distribution channels**, including a promotional campaign.

5.3 No transfer, assignment, or substitution of a prize permitted, except Berklee College of Music reserves the right to substitute prize (or prize component) for an item of equal or greater value at their sole discretion. Nothing in these official contest rules shall obligate Berklee College of Music to publish or otherwise use any entry submitted in connection with this Contest.

5.4 Grand Prize will be awarded only to the final singer-songwriter. In the case of a Song that is co-written, the one who performs the song in the Contest will receive the Grand Prize.

5.5 Grand Prize Winner will be chosen at the end of the performances by the judges.

5.6 Winners' names, photographs, related information, and a link to their Song submissions may be posted on the Berklee website for promotional purposes.

6.0 General Provisions

6.1 By participating in the Contest, Entrants agree to be bound by these Rules and by any subsequent published revisions of these Rules and by the decisions of Berklee College of Music, which are final in all matters relating to Contest.

6.2 Entries that do not abide by these Rules will be disqualified immediately without notice to the Entrant.

6.3 Berklee College of Music reserves the right to change the rules for this contest and for the final program without notice.

6.4 The Entrant hereby agrees that Berklee College of Music and any of the Contest's sponsors and associates shall NOT be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of any third parties with which the Contest has established a Berklee College of Music

relationship or advertising relationship.

6.5 By entering and/or accepting the prize, Entrants and Winners agree to hold Berklee College of Music and their respective promotional partners, sponsors, directors, officers, employees and assigns harmless for liability, damages or claims for injury or loss to any person or property relating to, in whole or in part, directly or indirectly, participation in this Contest, the acceptance and/or subsequent use or misuse, or condition of any of the prizes awarded, or claims based on publicity rights, defamation, or invasion or privacy.

6.6 False or deceptive entries or acts will render the Entrant ineligible. Berklee College of Music in its sole discretion, reserves the immediate and unrestricted right to disqualify any entrant or prize winner, if entrant or prize winner commits or has committed any act, or has been involved or becomes involved in any situation or occurrence which Berklee College of Music deems likely to subject Berklee College of Music, entrant, winner, judges, or sponsors to ridicule, scandal or contempt or which reflects unfavorably upon Berklee College of Music or any of its affiliates in any way. If such information is discovered by Berklee College of Music or its affiliates after a winner has received notice of his prize and before the prize is awarded, Berklee College of Music or the Contest's Executive Producer may rescind the prize in its entirety. If a portion of his/her prize has already been awarded, Berklee College of Music may withdraw the remainder of the prize that has been fulfilled.

6.7 Berklee College of Music and its affiliates are not responsible for any typographical or other error in the printing of the offer, administration of the contest and its promotion, or in the announcement of the prize.

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7.0 Miscellaneous
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7.1 The Entrant irrevocably grants Berklee College of Music, its associates and the show's sponsors the non-exclusive right to use the Entrant's name, Song, voice, photograph, likeness, biographical information, and any other information provided by Entrant without additional compensation in publications, advertising, promotion or publicity campaigns, and on Websites managed by Berklee College of Music, its associates, and sponsors, in any and all media now known and hereafter developed.

7.2 The Entrant waives any right to inspect or approve any finished product (including any advertising copy of other advertising materials that may be used in connection herewith) or the use to which such finished may be applied.

7.3 The Entrant releases Berklee College of Music, and their respective agents and licenses, from any and all claims or liability for invasion of any personal or property right which Entrant has or may have.

7.4 It is an express condition of entry and eligibility that each selected entrant (i) grants to Berklee College of Music and **Televisa** a non-exclusive, irrevocable license to display and distribute the Song, and (ii) warrants and represents that the Entrant has acquired and shall maintain all rights and licenses necessary in connection with all uses of the Song by Berklee College of Music and **Televisa** in connection with the Contest, including without limitation all copyrights, music synchronization rights, music performing rights, and master music recording rights. Entrant further represents and warrants that the Song and any use thereof by Berklee College of Music in connection with the Contest and the advertising, promotion and publicity thereof, shall not infringe upon any statutory or common law copyright and shall not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind, of any third party. Nothing in this clause prevents author from becoming member of any collecting society whose repertoire is blanket license to any TV broadcasters.

7.5 The entrant shall indemnify and hold harmless Berklee College of Music, **Televisa**, judges, sponsors and their respective affiliates, officers, directors and employees, from and against any and all liability, claims, loss, damage, injury or expense, including attorney's fees, arising in connection with any third party action or arising out of a breach, or allegation which if true would constitute a breach, of any of its representation, warranties or obligations herein.

7.6 Entrant hereby acknowledges and agrees that Berklee College of Music, **Televisa**, the judges, sponsors, and any affiliates shall not be under any obligation to Entrant with respect to Entrant's Song(s). To the extent that the Song(s) or any elements thereof constitute intellectual property, it is agreed that in protecting Entrant's Song(s), Entrant shall rely solely on Entrant's rights under the copyright laws, and that consideration by FSB and the judges of Entrant's Song(s) shall in no way impair Berklee College of Music right to contest the validity of Entrant's copyright.

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8.0 Internet
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8.1 Berklee College of Music is not responsible for lost or late entries nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Berklee College of Music or presenter on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Berklee College of Music reserves the right at their sole

discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. Berklee College of Music reserves the right to select winners from eligible entries received as of the termination date.

8.2 CAUTION: Any attempt by a contestant to deliberately damage any Web site or undermine the legitimate operation of the game is a violation of criminal and civil laws and should such an attempt be made, Berklee College of Music reserves the right to seek damages from any such contestant to the fullest extent of the law.

8.3 If there is a dispute as to the identity of the Entrant, the selection prize will be awarded to the authorized account holder of the email address. The “authorized account holder” is defined as the natural person to whom the email address is assigned.

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9.0 Severability
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9.1 If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.