

GAME OF BANDS SONG WRITING AND RECORDING COMPETITION

TERMS AND CONDITIONS

The following information describing how to enter and prizes forms part of the Terms and Conditions of entry to the Game of Bands Songwriting Competition (**Competition**).

Acceptance of these Terms and Conditions forms part of your entry to the Competition.

1. GAME OF BANDS

The Organiser of the Competition is [legal entity] of [address] (*Game of Bands*).

2. ELIGIBILITY

- a. Entry into the Competition is open to all amateur and professional songwriters and singers, regardless of nationality or origin, whether published or unpublished. Entry must be in the name of an individual writer (a **Bandit**). The Bandit must be the writer or co-writer or performer of each song entered under his or her name in each Round of the Competition. If a Bandit is under 18 years of age, he or she must provide obtain the written permission of a parent or guardian.
- b. Employees (and their immediate families) of Game of Bands are ineligible to enter.

3. ABOUT THE COMPETITION

- a. The Competition is a musical tournament where Bandits band together, create music, and compete and critique. Check out this handy [Beginner's Guide](#) to help you get started.
- b. Be sure to visit the [Game of Bands Song Depository](#) for a complete musical history of the Competition, the Hall of Fame, and the ability to follow your favourite Bandits.
- c. There are as such no prizes to give away; however, Game of Bands hope that Bandits will gain some fame, recognition and other opportunities in the future.

4. CO-WRITERS

Songs written by multiple co-writers are eligible for entry, however each song must be entered under the username of the individual Bandit only, with the other co-writers acknowledged on the entry form where indicated.

5. ONLINE ENTRY ONLY

- a. Subject to the following conditions, Bandits may enter as many songs as they choose. To enter online, Bandits must follow the directions on the [Reddit](#) site for the Round you wish to enter.
- b. Bandits may only enter the Competition for a Round within the period set by Game of Bands on the [Reddit](#) site.
- c. Bandits may enter the Competition in the categories of (1) “Musician”; (2) “Lyricist” and (3) “Vocalist”. Bandits may enter in more than one category, but will only be chosen for one.

6. CLOSING DATES FOR EACH ROUND

- a. You must wait until the sign up period begins for a Round of the Competition. A quick look at our [calendar \[insert link\]](#) will tell you the date of the next sign up period.
- b. All entries must be received online no later than 8pm [UTC/GMT \[AEST?\]](#), 11 days from the date the teams for a Round have been posted on the [website](#) and [/r/gameofbands](#) . Game of Bands accepts no responsibility for any changes in the Competition starting and closing dates.

7. ENTRY MATERIALS

It is the Bandit's responsibility to ensure that the recording submitted in respect of each entered song is complete and playable. Game of Bands is not responsible for late or misdirected, entries. All entry materials (entry forms, [Soundcloud](#) links, etc) (**Materials**) submitted will not be returned to the Bandit. [Copies of Materials may be retained by Game of Bands in accordance with these Terms and Conditions.](#)

8. OWNERSHIP

- a. All Bandits, and their publisher if applicable, will retain all copyrights and all other rights controlled by them in any song entered in the Competition. For the avoidance of doubt, no copyrights in any song entered will be assigned to Game of Bands by virtue of entering this Competition.

- b. Game of Bands may use any Materials for promotional purposes for Game of Bands on both its [website](#) and external sites, including but not limited to social media sites such as Facebook, [Reddit](#) and [SoundCloud](#).
- c. Subject to the prior rights of APRA, if any, and the terms of the [reddit user agreement](#) you grant Game of Bands a non-exclusive irrevocable licence to exercise all rights in perpetuity throughout the world in any Material you submit at any time on a royalty-free basis.

9. LICENCES GRANTED

- a. By entering the Competition, you grant Game of Bands a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to reproduce, prepare derivative works, distribute copies, perform, or publicly display your Material in any medium and for any purpose, including commercial purposes, and to authorize others to do so.
- b. In addition, by entering the Competition, you also grant a limited, worldwide, non-exclusive, royalty-free licence to other Bandits in the Competition, and to operators and users of any other websites, apps and/or platforms to which your Material has been uploaded, shared or embedded, to use, copy, repost, transmit or otherwise distribute, publicly display, publicly perform, adapt, prepare derivative works of, compile, make available and otherwise communicate to the public, your Material from time to time. Notwithstanding the foregoing, nothing in these Terms and Conditions grants any rights to any other Bandit with respect to any proprietary name, logo, trademark or service mark uploaded by you as part of your Material (for example, your profile picture) (**Marks**), other than the right to reproduce, publicly display, make available and otherwise communicate to the public those Marks, automatically and without alteration, as part of the act of reposting sounds with which you have associated those Marks.
- c. The licences granted in this section 9 are granted separately with respect to each item of your Material submitted for the Competition. Licences with respect to comments or other contributions that you make in the Competition on the website will be perpetual and irrevocable, and will continue notwithstanding any termination of your account.
- d. Any Material other than your Material is the property of the relevant Bandit (**3rd Party Material**), and is or may be subject to copyright, trade mark rights or other intellectual property or proprietary rights. Such 3rd Party Material may not be reproduced, distributed, transmitted, re-uploaded, republished, displayed, sold, licensed, made available or otherwise communicated to the public or exploited for

any purposes except for the purposes of the Competition or with the express written consent of the third party.

10. THIRD PARTY WEBSITES AND SERVICES

- a. The Competition may require that you access third party websites, databases, networks, servers, information, software, programs, systems, directories, applications, products or services (*External Services*).
- b. Game of Bands does not have or maintain any control over External Services, and is not and cannot be responsible for their content, operation or use. By linking or otherwise providing access to any External Services, Game of Bands does not give any representation, warranty or endorsement, express or implied, with respect to the legality, accuracy, quality or authenticity of content, information or services provided by such External Services.
- c. External Services may have their own terms of use and/or privacy policy, and may have different practices and requirements to those operated by Game of Bands with respect to the Competition. You are solely responsible for reviewing any terms of use, privacy policy or other terms governing your use of these External Services, which you use at your own risk. You are advised to make reasonable enquiries and investigations before entering into any transaction, financial or otherwise, and whether online or offline, with any third party related to any External Services.
- d. You are solely responsible for taking the precautions necessary to protect yourself from fraud when using External Services, and to protect your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content and material that may be included on or may emanate from any External Services.
- e. Game of Bands disclaims any and all responsibility or liability for any harm resulting from your use of External Services, and you hereby irrevocably waive any claim against Game of Bands with respect to the content or operation of any External Services.

11. YOUR REPRESENTATIONS AND WARRANTIES

By directly uploading Material to the website, you represent and warrant that:

- a. your Material is an original work by you, or you have obtained all rights, licences, consents and permissions necessary in order to use, and (if and where relevant) to authorise Games of Bands to use, your Material pursuant to these Terms and Conditions, including, without limitation, the right to upload, reproduce, store, transmit, distribute, share, publicly display, publicly perform, make available and otherwise communicate to the public your Material and each and every part thereof, on, through or via the website or any External Service or elsewhere for the purposes of the Competition;
- b. you own the Material uploaded by you on or through the website or otherwise have the right to do so;
- c. any Material created by you will not incorporate any samples or other materials which are subject to third party proprietary rights or otherwise infringe the rights of any third party;
- d. the publishing of your Material by Games of Bands does not violate the privacy rights, publicity rights, contract rights, performers rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Material submitted as part of this Competition;
- e. any Material created by you is not defamatory, libellous, hateful, racially or ethnically offensive, gives rise to civil liability, or violate any law;
- f. your Material does not and will not create any liability on the part of Game of Bands, its affiliates, successors, and assigns, and their respective employees, agents, directors, officers and/or shareholders.

12. INDEMNITY

You shall, by entering the Competition, indemnify and hold Game of Bands harmless from and against any claims inconsistent with the representations and warranties made under section 11. You acknowledge that all Material entered may be distributed to the judging committee who will be selecting the Winner, and you agrees to release, indemnify, and hold Game of Bands and judges harmless for any 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 the Competition.

13. JUDGING

All entries will initially be judged by a committee nominated by Game of Bands prior to the referral of a short list of songs to an external judging committee that will select one

Winner in each Round. All entries will be rendered anonymous and numbered prior to judging. Entries will be judged equally on melody, composition, originality, and lyrics, when applicable. Lyrics may be in any language. Production value and quality of performance will not be considered. The judging committee will not be in a position to provide Bandits with feedback or a critique in relation to entered songs. The judging committee's decision is final and no correspondence will be entered into.

14. WINNER

The Game of Bands will use its best endeavours to announce the Winner of each Round of the Competition by no later than **[date ie the second Friday of the following month]**, but will not be held liable for any unforeseen delays in the judging process. The Winner will be notified by **email**. The Winner for each Round will also be posted on the [website](#) and [/r/gameofbands](#).

15. SPECIAL CONDITIONS

- a. Game of Bands reserves the right, in its absolute discretion, at any time during the Competition period, to vary, withdraw, postpone or cancel the Competition including without limitation, in circumstances where it cannot conduct the Competition for any reason beyond its control.
- b. Subject to the preceding paragraph, in the event that Game of Bands postpones or varies the Competition, Game of Bands (and any party associated with the Competition) shall not be liable to any person for any loss or damage of any kind (including but not limited to indirect or consequential loss or loss or damage caused by Game of Bands' or other party's negligence) arising out of, or in connection with, the postponement or variation of the Competition (or any part of it). Nor will Game of Bands or other party be liable for any loss, damage, payment or expense of any kind (including but not limited to indirect or consequential loss or loss or damage caused by Game of Bands' or other party's negligence) or personal injury or other damage suffered or sustained as a result of the entering, judging, running, cancellation or acceptance, enjoyment or use of the Competition (or part thereof).
- c. All Bandits unconditionally and irrevocably release and discharge reddit from any and all liability in relation to this Competition. This Competition is in no way sponsored, endorsed or administered by, or associated with, reddit. By entering this Competition, Bandits are providing information to Game of Bands and reddit under the terms of the [reddit user agreement](#).

16. PROMOTION

You agree that Game of Bands shall have permission to use your Material, as well as your username, likeness, and voice for future advertising and publicity purposes in connection

with the Competition, as well as on the Game of Bands [website](#) and through any External Services without additional compensation.

17. MISCELLANEOUS

The Competition and these Terms and Conditions shall be governed by and construed in accordance with the laws of Victoria, Australia and you irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts of Victoria, Australia.

GAME OF BANDS FAQs

How do I sign up?

Post in the Sign-up thread, and leave a direct comment under your desired discipline (*music/vocals/lyrics*) that you would like to sign up for, during the designated start of the round. You can sign up for multiple roles, but only will be chosen for one.

Only sign up if you know you will be able to commit the required timeframe, see [here](#)

Can I compete in more than one team in a round?

No. If you sign up for multiple roles, you will only be assigned to a single team. Due to the nature of Game of Bands, some teams do have members drop out after Team Allocations. If you wish to help another team out when this happens, this is allowed, but you will not be eligible for votes or prizes for their submission.

How are the teams selected?

At random, by a Bot.

How long do we have?

11 days, starting on the day the teams have been posted. Usually we start and end 8pm UTC/GMT.

[ICal feed to add to your Google calendar](#)

How do I submit?

One of the team members should message [/u/gameofbands](#) with the final roster of team, lyrics, music, and vocals, as well as a playable link. We suggest bandcamp or soundcloud. **No downloadlinks!**

How are entries judged?

By random people on reddit! There will be a voting post after the deadline, and 3 days of voting. Remember, downvotes are ignored.

Top lyricists, vocalists, and musicians are picked, as well as an overall team winner.

Do I have to play that round to judge?

Of course not! Have a gander, make some comments, vote... this is supposed to be fun!

What do I win?

Flair. Precious flair. You can log into GoB and look at the bling by your username and do a Gollum impression.

Okay, so what do the different roles do?

You are free to define your own rules, as a team, for how you collaborate and make decisions. However, the intent is that the person who is picked as the "music" person will do most of the instrumentation and music, the "vocals" person will do most of the singing, and the "lyrics" person will write the words that the vocalist sings and the music person writes music against. But we've seen plenty of blended boundaries... lyrics or music people adding background vocals, vocalists or lyricists adding an instrument or two or maybe doing the final mix, etc.

How do we decide what sort of song to write?

This is an open, friendly tournament. All teams are expected to communicate and pick a direction that best suits all parties. Something that works for the group as a whole is also likely to sound better.

I play classical / am a screamer / write rap lyrics / etc. is that OK?

Of course! Rounds have gone in all sorts of directions.

Just note that musical people probably need to have some way to produce a finished track, vocalists need some sort of microphone, and the lyricist probably needs to be stocked up on pencils.

What's this theme thing?

Well, sometimes there's a theme. The absence of the theme is a valid option, so usually in the most recent theme suggestion thread, someone will suggest that.

What if the lyricist/vocalist/music person drops out or disappears?

You should probably keep in touch with each other on a regular basis, send work-in-progress notes, etc. If you can't get in touch with a member within a day or two from the team announcement, there's a consolidation thread posted where replacement members can be subbed in.

What if I don't like my team?

The moderators suggest a properly chill attitude. Just because one guy wants to do rap and another wants to do metal doesn't mean that you won't get along. Your success is partly based on your team, partly on you. If reddit can see you are an amazing singer/musician/lyricist, that should shine through regardless of whether the direction isn't one you'd prefer.

Have fun, treat it as a learning experience, and don't obsess too heavily about winning.

How do I hang out with my team?

However you want. I'd suggest you or maybe exchange email addresses or skype IDs or Google+ ID's... or go on IRC (you can create a channel on the same server as the general IRC) or Y!M ID's... or create a private reddit... or whatever works best for you.

You also might consider using a service like dropbox.com or wetransfer.com to send large files.

While we're on the subject, there's usually a general open thread and the IRC chat.

Where do we start? How should we go about doing this?

It's really up to you and your teammates. However, you may find it useful to follow these steps:

- assess your team's strengths

- pick a direction (genre, style etc)
- the music band member (or bandit) writes a base track
- lyricists writes lyrics that work with base track
- vocal bandit records vocals over the base track
- track given final edit by music bandit.

This is not the only way. Sometimes, the lyricist provides the musician the lyrics without needing a base track... sometimes the vocalist is equipped to make the final mix, etc.