

# PRESS START ORCHESTRA

## Composer Competition Details

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Terms and Conditions:

### Overview

Beginning at 12:00 a.m. Eastern Time ("ET") on March 11, 2022 through 11:59 p.m. ET on April 24, 2022, Press Start will accept original Submissions from eligible composers/arrangers (each, a "**Arranger**" and collectively, the "**Arrangers**"). Judging will take place in accordance with the method and procedure described in the "Judging" section below. This competition is a skill-based contest and the element of chance will not be present at any stage of the Contest.

By entering the Contest, and/or making a Submission to the Contest, Songwriter shall be deemed to have consented to the Rules

### Eligibility

**Requirements** Arranger Contestants must be 18 years of age or older and reside within the United States.

### How to

#### Participate

Arranger Contestants will arrange a video game track from a provided list of licensed tracks in the spirit of a composer from a provided list. The arrangement will be written for an instrumentation from a provided list. Arrangers will then upload a program note, two full scores, a copy of each instrument part, and a MIDI playback representation to a Google Form on Press Start Inc.'s website. In order for a submission to be considered, the Arranger will sign and return an acknowledgement agreeing to the terms and conditions.

### Submission

#### guidelines

Arranger or the individual submitting the arrangement represents and warrants that each submission (including the sound recording embodying the composition) is original work of the Arranger, except for the protected elements from "Journey," and must not infringe upon the rights of any third party, including, without limitation, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. Press Start reserves to disqualify any Submission they determine, in their discretion, fails to satisfy any of the requirements.

Except for Arranger's use of "Journey," the submissions must be an original work created by Arranger. Content cannot contain any material that infringes on the intellectual property rights of any third party. Content cannot contain copyrighted materials owned by others (including recordings, sampling or "scratching" and other works published or used on or in websites, television, movies or similar media). Content cannot contain materials embodying the names, voices, or other indicia of, or identifying, any person, including, without limitation, celebrities and/or other public or private figures, living or dead.

### Judging

Submissions will be collected by a neutral mediator who will present anonymous copies of score and MIDI files to the adjudicating panel. The adjudicating panel will include select Press Start Board members ("the Board") and any guest judges invited by the Board, excluding the chosen mediator. The adjudicating panel will come to a consensus to select finalists from the full pool of submissions, from which the winner/award recipient will be selected.

Award recipients may not substitute, assign or transfer the award, but Press Start reserves the right, at its sole discretion, to substitute any award (or portion thereof) with one of comparable or greater value. Award recipients are solely responsible for all

applicable federal, state, and local taxes, if any, as well as any other costs and expenses associated with Submission entry, award acceptance, and use not specified herein as being provided. Winners may forfeit a prize prior to acceptance. Press Start shall not have to re-award a prize in the event of a winner forfeiture.

### **License**

Entering the Contest does not transfer any ownership rights to Press Start. Notwithstanding the foregoing, through making a Submission, Arranger grants Press Start a non-exclusive, worldwide, irrevocable, unlimited, royalty-free, sub-licensable right to display, distribute, dispose of, exploit, reproduce, host, transmit, publish, publicly perform, edit, adapt, perform, modify, copy, disseminate, and otherwise use the Submission, including, without limitation, the copyright in the sound recording and the underlying musical composition embodied therein and any and all ancillary and subsidiary rights therein, online or in any other media now known or hereafter devised, for Press Start's advertising, publicity, and promotion of Press Start and Press Start contests, without additional compensation and without permission or notification to Arranger. For the avoidance of doubt, Arranger acknowledges and agrees that upon entering a Submission, Arranger's name will be publicly released as part of the dissemination of the Submission, associated marketing materials, and/or as identification of a winner, and without limiting the foregoing grant of rights, Arranger grants Press Start the right to publicly disclose all of the foregoing for the purposes stated herein. Notwithstanding the foregoing, nothing in this paragraph shall restrict Press Start from having an Arranger provide an Affidavit of Eligibility, Liability and Publicity Release as otherwise set forth herein.

### **Nature of Relationship**

Nothing in these Rules or any other agreement with Arranger shall be deemed to create an employment or agency relationship between Press Start and Arranger. Arranger hereby acknowledges and agrees that the relationship between Arranger and Press Start and any of its designees is not a confidential, fiduciary, or other special relationship, and that Arranger's decision to provide a Submission does not place Press Start in a position that is any different from the position held by members of the general public.

### **Release of Liability**

By entering the Contest, Arranger agrees to release and hold harmless Press Start from all claims, liability or damage caused or claimed to be caused, in whole or in part, directly or indirectly, in connection with participation in this Contest, or acceptance or use of any award, the administration of the Contest, the operation of any website (including the Press Start Website) or Press Start use of any of the rights granted herein (including any claims arising out of the use of third party content that may be embodied in a Submission).

### **Termination & Modification**

Press Start reserves the right to modify, suspend or terminate the Rules, Contest or a Submission at any time without liability to Arranger, including, without limitation, in the event Press Start becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Contest in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity or proper play of the Contest. Press Start reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the Submission process or the operation of this Contest or any website (including the Website), intending to annoy, abuse, threaten or harass any other Arranger or User, Press Start or any of its representatives or to otherwise be acting in violation of these Rules and void all associated Submissions.

Some jurisdictions may require enforceability to make available to you written copies of the rules, the prize winner's name (if applicable and a prize is not forfeited), and other similar information. If you live in such a jurisdiction, please send Press Start a written request, including your name, address, and phone number to: Press Start Inc, 556 158th St., FRNT 1, New York, NY 10032. with return postage (unless your jurisdiction requires that you need not send return postage). Requests received by individuals whose jurisdictions do not require Press Start to provide such information, or information received by Press Start thirty (30) days after the closing date of a prize may not be honored, subject to applicable jurisdictional laws.