

Liturgy Alive: Composition Commission Competition Rules

BY PARTICIPATING IN THE NOTRE DAME LITURGICAL Composition Commission Competition 2023 (the "Contest") AND ENTERING THE CONTEST BY UPLOADING YOUR MUSICAL SUBMISSION (the "COMPOSITION") TO THE COMPETITION WEBSITE, YOU AGREE THAT YOUR ENTRY SHALL BE GOVERNED BY THESE CONTEST RULES. THIS IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND THE UNIVERSITY OF NOTRE DAME ("SPONSOR").

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW. OPEN TO LEGAL U.S. RESIDENTS CURRENTLY RESIDING IN THE 50 UNITED STATES, INCLUDING THE DISTRICT OF COLUMBIA, WHO ARE 18 YEARS OF AGE OR OLDER. VOID ELSEWHERE AND WHERE PROHIBITED BY LAW. SEE BELOW FOR ELIGIBILITY RESTRICTIONS.

1. **ELIGIBILITY.** Open only to legal residents of the U.S. currently residing in the 50 United States, including the District of Columbia, who are 18 years of age or older and who are valid registered entrants. The following individuals are not eligible: employees, collaborators, directors, officers and contractors of the Sponsor, its advertising, fulfillment and public relations agencies and any other agencies involved in the administration, development and fulfillment of this Contest, and the immediate family members and those living in the same households of each. Void where prohibited by law.

The person uploading the composition will be deemed the entrant ("Entrant"). The entrant is the one person who is the authorized account holder of the e-mail address associated with that submission. One submission of a newly composed composition per person per composition category. Limit one prize per person per category and/or email address.

2. **CONTEST SCHEDULE.** To participate in this Contest, submit a COMPOSITION between 8:00 AM EST on July 1, 2022 and 11:59 PM EST on January 2, 2023 ("Contest Entry Period").

3. **HOW TO SUBMIT A COMPOSITION ENTRY.** Submit a PDF or JPG of your COMPOSITION, to the email address indicated in each composition category's guidelines (take care to title the subject line of your email as indicated). Review these Official Rules. By submitting your entry, you acknowledge that you accept the Official Rules of the "NOTRE DAME CAMPUS MINISTRY COMMISSION COMPETITION." Entries that do not include all required information and do not adhere to these Official Rules will not be accepted. The Sponsor and its agencies are not responsible for misdirected or garbled entries or posting problems of any kind. Entries will not be returned.

4. **SUBMISSION FORMAT AND CONTENT REQUIREMENTS.**

a. Each composition must be available in a format that is easily viewable. To ensure this, it is required that the entry be submitted as either a standard PDF or high-resolution JPG file. It is

preferred that music scores are typeset using a music software program such as Finale or Sibelius, however, scanned manuscripts will be accepted providing they are legible.

b. The composition must be an original melody set to one of the given texts and follow the set-forth guidelines of each composition category. The categories are: the Notre Dame Magnificat Choir and the Notre Dame Basilica Schola. See the PDF document for each composition category for the specific texts and guidelines of each category.

c. All composition entries must be suitable for performance and recording (i.e., may not be obscene or indecent, including but not limited to profanity); it must not contain defamatory statements (including but not limited to words or metaphors that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group), it must not include threats to any person, place, business, group or world peace, it must not invade privacy or other rights of any person, firm or entity, and it must not in any other way violate applicable laws and regulations or network standards.

d. The following dedication must appear just above or below the title of the work in all manuscript and published editions:

1.) For the Notre Dame Magnificat Choir: "Commissioned by the Notre Dame Magnificat Choir, Dr. Patrick Kronner, Director"

2.) For the Notre Dame Schola: "Commissioned by the University of Notre Dame Schola, Dr. Jonathan Hehn, Director"

f. Compositions will be reviewed for content by the Sponsor after being submitted; however, such review does not relieve you from responsibility for compliance with these Contest rules. Compositions that do not comply with these Contest rules or that otherwise contain prohibited, or inappropriate content as determined by the Sponsor, in its sole discretion, will not be accepted. Compositions will not be returned and the Sponsor is under no obligation whatsoever to use or publish your composition in any manner. The Sponsor may, in its sole discretion, refuse to accept compositions deemed to be inappropriate or otherwise non-compliant.

g. Any and all elements appearing in your composition must be entirely original and created by you. The composition must not contain any copyrighted works (including music or text) other than as owned and created by you or provided by the Sponsor. **IF YOU USE CONTENT THAT YOU ARE NOT AUTHORIZED TO USE, YOU WILL NOT BE ENTITLED TO ENTER THIS CONTEST AND YOUR ENTRY WILL BE DISQUALIFIED.**

5. YOUR REPRESENTATIONS AND WARRANTIES. By entering the contest and uploading your composition, you:

a) WARRANT AND REPRESENT THAT YOU OWN ALL RIGHTS TO THE COMPOSITION YOU ARE ENTERING;

b) WARRANT AND REPRESENT THAT YOU GRANT TO THE SPONSOR ALL OF THE RIGHTS OWING TO THE SPONSOR UNDER THIS AGREEMENT AND CAN MAKE WRITTEN COPIES OF SUCH PERMISSIONS AVAILABLE TO THE SPONSOR UPON REQUEST;

c) WARRANT AND REPRESENT THAT YOUR COMPOSITION (a) IS ORIGINAL TO YOU AND HAS BEEN LEGALLY CREATED, (b) DOES NOT INFRINGE THE INTELLECTUAL PROPERTY, PRIVACY OR PUBLICITY RIGHTS OR ANY OTHER LEGAL OR MORAL RIGHTS OF ANY THIRD PARTY, OR VIOLATE APPLICABLE LAWS OR REGULATIONS; (c) HAS NOT BEEN PUBLISHED PREVIOUSLY IN ANY MEDIUM;

d. irrevocably grant to the Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual license, right and permission to reproduce, copy, transmit, publicly perform, distribute, adapt and/or otherwise use or reuse (without limitation as to when or to the number of times used), your name, address (city and state only), image, likeness and musical work, in any media now known or hereafter devised throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party.

e. forever waive any rights of privacy, intellectual property rights, and any other legal or moral rights that may preclude the Sponsor's use of your composition, and agrees to never sue or assert any claim against the Sponsor's use of the composition; and

f. agree to indemnify and hold the Sponsor and its respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of your composition or your contest entry, or your conduct during and in connection with this Contest, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation.

g. agree to release and indemnify and hold harmless the Indemnitees from any and all claims that any commercial, advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of the Sponsor infringes on the rights of your work as contained in the musical work.

6. JUDGING REQUIREMENTS/SELECTION OF WINNERS.

a. After the submission deadline has passed, the Sponsor will evaluate the compositions to select one (1) winner in each of the categories. The winner will be selected by a panel of judges consisting of church musicians, composers, scholars and staff members of Notre Dame

Campus Ministry. Selection criteria will include: artistic merit, singability, and adherence to the parameters of the competition.

b. The winning compositions will be performed by the respective choirs in 2023. The winning compositions will be considered for inclusion in Notre Dame Campus Ministry CDs and print publications.

c. All entrants are subject to verification by the Sponsor, and must meet all eligibility requirements before an entrant may be confirmed as a winner. The Sponsor has the sole right to decide all matters and disputes arising from this Contest and all decisions of the Sponsor are final and binding.

7. PRIZES.

a1. The first-place winner of the Notre Dame Magnificat Choir will receive \$2,250. The second-place winner will receive \$1,250.

a2. The first-place winner of the University of Notre Dame Basilica Schola will receive \$1000.

b. Selection of the winners is at the discretion of the Sponsor. The winner is solely responsible for any taxes on the prize. No substitution of prize is offered, except at the sole discretion of the Sponsor. Prizes are non-transferable. The Sponsor reserves the right to substitute any part of the prize with another prize of equal or greater value. The Sponsor reserves the right not to award a prize if, in its sole discretion, it determines that no entries are acceptable. Each entrant is eligible to win one prize.

8. AWARDING OF PRIZE. The winner(s) will be notified on or around January 30, 2023 and publicly announced on February 6, 2023. The winner will be contacted by e-mail based on the contact information provided in the submission email. The winner must execute an Affidavit of Eligibility and Publicity/Liability release within 5 days of attempted notification or prize may be forfeited. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period, or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize.

9. GENERAL RULES. By entering this Contest, winner agrees to be bound by these Official Rules and by the decisions of the Sponsor, which decisions are final with respect to all matters relating to the Contest, including without limitation, eligibility and /or disqualification of entries. The Sponsor, in its sole discretion, may disqualify any entrant who is found to have tampered in any way with the operation of the Contest or otherwise not complied with its rules.

Before awarding of prize, selected winner will be required to sign an Affidavit of Eligibility and Liability/Publicity Release in which winner agrees, among other things, to hold harmless and indemnify the Sponsor, its member institutions, and each of their respective parents, subsidiaries, affiliates, directors, officers, governors, employees, advertising and promotions agencies, and agents (collectively the "Released Parties") against any and all liability, damages

or causes of action (however caused, named or described) with respect to or arising out of either: (i) entrant's participation in the Contest, or (ii) the receipt or use of the prizes awarded herein.

By entering this Contest, each entrant consents to the use of his/her name, image, videograph, voice, and city/state of residence for any and all publicity and advertising purposes, commercial or otherwise, in any and all media by the Sponsor or its promotional partners.

Each entrant hereby releases, waives and discharges any and all claims of damages or causes of action, including but not limited to, death, personal injury or loss or damage to property, which the entrant or any of the entrant's representatives, heirs, next of kin or assignees ("Entrant's Representatives") may have or which may hereinafter accrue to the entrant or Entrant's Representatives as a result of the entrant's participation in the Contest or the receipt or use of the prize awarded therein and which may be asserted by the entrant or Entrant's Representatives against the Released Parties.

This Contest is subject to all applicable federal, state and municipal laws and regulations. In the event the Sponsor is prevented from continuing or completing this Contest, or the integrity and/or feasibility of the Contest is undermined by any event or cause not reasonably within the Sponsor's control, including but not limited to electronic disruption, virus, bugs, tampering, printing or production errors, or other causes beyond the Sponsor's control that disrupt the administration, security or proper play of this Contest ("Force Majeure Event"), the Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest without further obligation. If the Sponsor, in its discretion, elects to abbreviate the Contest, the Sponsor reserves the right, but not the obligation, to award the prize from among all valid and eligible entries received up to the time of such Force Majeure Event.

Further, the Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the submission process or the operation of the Contest; or (b) violating these Contest rules. This Contest is offered only in the United States and is governed by the laws of the state of Indiana. All claims relating in any manner to this Contest or to any video entry must be resolved in the federal or state courts located in Indiana.

10. WINNER'S LIST/RULES REQUEST. A Winner's List and the Official Rules of this Contest will be posted online through February 6, 2023.

11. SPONSOR: THE UNIVERSITY OF NOTRE DAME.

****Clarification: Submissions not selected as the winner are fully released from any claims of copyright by the University of Notre Dame**.**