

Terms and Conditions for WAVES Theme Song Competition Season 1

Last modified on 5th September 2024

These terms and conditions govern your participation in the Theme Music Competition organized by the Indian Music Industry (hereinafter referred to as “IMI”) on behalf of Ministry of Information and Broadcasting (“MIB”) and constitutes a legal binding agreement between You (The Participant), MIB and IMI.

Please read these Terms and Conditions very carefully. If You do not agree to any of the provisions set out herein, you should not use this website or participate.

1. Definitions

1.1. Agreement

Any Submissions made by the Participant shall mandatorily agree to the Terms and Conditions of the Competition. The present Terms and Conditions, once accepted by the parties to the Competition, will be rendered viable in a court of law as a Legally Standing Agreement.

1.2. The Summit

World Audio Visual & Entertainment Summit (WAVES), a premier global event announced by the Ministry of Information and Broadcasting (MIB)

1.3. The Competition

The Create in India Challenge - Theme Music Competition Season 1

1.4. Participant

Any person that meets the legal age of 18 or above and holds an Indian citizenship at the time of the competition. No corporate entity can apply for the Competition.

1.5. Submission

Submission for the purpose of the Theme Music Competition includes the Registration Application and electronic files of the work in the format as required by the Organiser and/or the Associate Partners.

1.6. Organiser

The Organiser means the Ministry of Information and Broadcasting

1.7. Associate Partner

Associate partner includes the Indian Music Industry (IMI), a not-for-profit organization affiliated to the International Federation of Phonographic Industry (IFPI) and is registered under the West Bengal Societies Registration Act.

1.8 Submission Timelines

Submission Timelines include relevant timelines as announced by the Organiser and the respective Associate partners from time to time. Such timelines may be subject to changes by the Organiser or by the Associate Partners.

1.9 Work

Means any works, namely – a literary, dramatic, musical or artistic work, a cinematograph film or a sound recording.

2. Competition Rules

- 2.1.** The Competition will be held via online submission uploaded on the Competition Platform.
- 2.2.** Each Participant is permitted to submit only one application.
- 2.3.** The Competition allows entries from Participants which may include an individual participant and/or a creative team. However, only one member from the creative team is to register with the Organiser and/or the Associate Partner and represent the creative team for efficient administration of the Competition.
- 2.4.** Each Participant must meet the age requirement as defined in Clause 3 of the Terms and Conditions.
- 2.5.** Each Participant must mandatorily share necessary details as sought under the Registration Application.
- 2.6.** The electronic file of the Work must be between 1 minute to 2 minutes in duration. The Organiser and/or the Associate partners may require from the Participant to submit a longer Submission if Shortlisted.
- 2.7.** The work in the form of sound recording must be in MP3 or WAV files (high-quality audio preferred).

- 2.8. Along with the Submission, a short video (up to 2 minutes) explaining the creative process or cultural inspiration behind the music, especially highlighting the use of Indian classical elements must be shared.
- 2.9. The Participant must adhere to the timelines as updated by the Organiser and/or the Associate Partner from time to time.
- 2.10. The Organiser and/or the Associate Partner reserves the right to disqualify any applicant who fails to comply with the eligibility criteria or submission guidelines.
- 2.11. **Originality** - All works must be original and shall not be previously published or used elsewhere. Submission must be original and should not infringe any existing rights of other granted under the Indian Copyright Act, 1957. The Participants shall immediately furnish evidence/valid proof to prove Originality of the submission if requested by the Organiser and/or the Associate partners.
- 2.12. **Artificial Intelligence**
- 2.12.1. Participants hereby declare that Generative AI technology is not used for the purpose of creating content/submission for the competition. Only human created content is eligible for participation in the competition.

3. Eligibility Requirements

- 3.1. Participant must be 18 or above the age of 18 to participate.
- 3.2. Participants must be an Indian Citizen in order to participate.
- 3.3. Participant must be a Natural Human in order to participate.

4. Judging

- 4.1. A panel of experts, from the Indian music fraternity, will evaluate the Submissions
- 4.2. There will be two levels of evaluation to select the top 6 entries, which will be shortlisted for the final round based on the Judging Criteria.
- 4.3. The Competition results and decisions declared by the Organiser and/or the Associate partners are final.
- 4.4. The Submission shall be respectful and celebratory of diverse Indian cultures in nature.
- 4.5. The Participant, or their kin and peers/acquaintances, or any representative thereof, shall not engage in any form of communication, on any subject relating to the Competition decision, with any of the Judges. If any Participant or on whose behalf

such communication is initiated, with any Judge, such Participant may be subject to disqualification from the Competition or prohibition from future participation therein.

4.6. Judging Criteria:

- 4.6.1.** Originality and Creativity
- 4.6.2.** Relevance to the Theme
- 4.6.3.** Musicality and Compositional Skill
- 4.6.4.** Incorporation of Indian Elements
- 4.6.5.** Sustainability as a Theme

5. Prizes and Rewards

5.1. There shall be 6 Winners in Total from the entire set of Participants.

5.1.1. 1 (One) Grand Prize Winner who shall receive:

- 5.1.1.1.** [Cash Prize Amount or Alternative prize]
- 5.1.1.2.** Professional recording and production of the winning composition
- 5.1.1.3.** Feature in summit promotional materials and social media
- 5.1.1.4.** Mentorship session with a renowned musician or composer
- 5.1.1.5.** Invited to New Delhi

5.1.2. 5 (Five) Runner-Up Prizes who shall receive:

- 5.1.2.1.** [Cash Prize Amount or Alternative Prize]
- 5.1.2.2.** Recognition on the summit website and social media
- 5.1.2.3.** Invite to New Delhi

6. Intellectual Property Rights and License of Rights

6.1. Participant warrants that the Submission is wholly original. All necessary rights in and to the Submissions (including the underlying musical and literary works) are owned and/or controlled for the purpose of participating in the Contest, and the Submission along with its use in relation to the Contest will not violate or infringe upon any third party right, privacy rights, applicable laws prior to your acceptance of the Terms and Conditions of the Competition.

6.2. Subject to the selection for the Final round as declared by the Organisers and/or the Associate Partners, a Submission/s by the Participant in the Competition constitutes as an assignment of copyrights granted in such works forming part of the Submission in favour of the Ministry of Information and Broadcasting. The participant hereby assigns

the exclusive rights in works submitted to the extent granted under Section 14 of the Copyright Act, 1957 to the Ministry of Information and Broadcasting.

- 6.3. The Participant hereby assigns copyrights and related rights with respect to literary works, musical works, sound recordings, cinematograph works and performance/s respectively to the Assignee. Such assignment shall be for the duration of the entire term of protection of the respective copyrights as granted under the Copyright Act, 1957. The rights assigned shall not be limited to the Indian Territory but extends beyond India.
- 6.4. Participant hereby grants the Organiser and/or the Associate partners the permission to use Participant's attributes, including name, photographs, likeness of character(s) and/or other visual and graphic representations for the purposes of the Competition and the Summit.
- 6.5. Prizes and rewards laid down as part of the terms and conditions constitutes as "valid Consideration" for the purpose of the assignment.
- 6.6. The Participant assigns copyrights and related rights to in any manner including use, host, distribute, store, edit, reproduce, perform, communicate, make any appropriate changes to the Submissions for processing, analysing and using the content for the purposes of the Competition and the WAVE Summit.
- 6.7. The Participant agrees to take necessary permission from the Assignee in order to exploit the content as submitted to the Organiser.
- 6.8. The Assignment is subject to revision, extension or termination at the discretion of the Organiser.

7. Indemnity

The Organiser and/or the Associate partners shall not indemnify any Participants for any illegal activity conducted by said Participant during the course of the Competition or for any copyright violation regarding the originality of the work in the Submission during the course of the competition or any future iterations of use of the Submission.

8. Limitation of Liability

- 8.1. While nothing in this Terms and Conditions will limit the Organiser and/or the Associate partners liability for personal injury caused by its negligence, the Organiser and/or the Associate partners will not be legally responsible to entrants or winners for

any losses that were not foreseeable to us or to you at the time of entry to the relevant event or which are caused by a third party.

8.2. The Organiser and/or the Associate partners shall not be liable for any Copyright Infringement during the course of Competition.

8.3. Any negligence on part of a Participant shall be solely their responsibility and the Organiser and/or the Associate partners shall not take up any liability for damages sought due to Participant's negligence.

9. Obligations of Participants - The Participants must acknowledge that they:

9.1. The Participants have not participated in any misrepresentation/misinformation/fraud in registering for the Competition

9.2. The Participants shall abide by all the Competition Rules and Terms and Conditions of this Agreement.

9.3. The Participants have conducted due diligence to prevent the creation of any legal obligation on the Organiser and/or the Associate partners regarding the legality of their Submission.

9.4. The Participant must ensure that the entry must not contain any provocative, objectionable, or inappropriate content.

9.5. It shall be the duty of the Participants to keep a track of any information updates regarding the competition as published on the Organiser and/or the Associate partners' social media and the competition platforms

10. Severability of Terms and Conditions

In the future should any clause of the Terms and Conditions be rendered illegal by the Governing Law, that term shall not lead to the entire agreement being rendered void, but merely the specific clause. The remaining agreement shall retain legal standing.

11. General Rules/Miscellaneous

11.1. In the event of unforeseen circumstances, Organiser and/or the Associate partners reserve the right to amend or withdraw the Competition at any time. For the avoidance of doubt this includes the right to amend these terms and conditions.

- 11.2.** Organiser and/or the Associate partners reserve the right to reject any entry that does not feel is suitable or appropriate or which does not conform to any of the conditions listed above.
- 11.3.** The violation of any of the Terms and Conditions or due to behavioural violations will lead to a disqualification from the Competition.
- 11.4.** All personal data collected for the registration of the Competition shall only be used for the purpose of the Competition and duration of the Competition.
- 11.5.** The Organiser and/or the Associate partners have the authority to Amend rules and timelines of the Competition.

12. Jurisdiction

The courts having appropriate jurisdiction over the National Capital Region, Delhi, India, shall be the proper forum to settle any dispute or claim arising out of or in connection to the Agreement or the Competition.

13. Governing Law

The Agreement is governed by and shall be construed in accordance with the laws of India and shall govern the validity, construction, and enforceability of this Agreement/ contract in all respects.