

Terms and Conditions for Resonate: The EDM Challenge Season 1

These terms and conditions govern your participation in the **Resonate: The EDM Challenge** organized by the Indian Music Industry (IMI) and constitutes a legal binding agreement between You (The Participant) 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 – **Resonate: The EDM Challenge** Season 1

1.4. Participant

Any individual that meets the legal age of 18. No corporate entity can apply for the Competition.

1.5. Submission

Submission for the purpose of the **Resonate: The EDM Challenge** includes the Registration Application and electronic files of the work in the format as required by the Organisers.

1.6. Organiser

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.

1.7. Associate Partners

Associate partner includes any association that facilitates the Competition on behalf of the Organiser.

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 as per instructions provided 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. The team shall have a maximum of **Two** members. However, only one member from the creative team is to register with the Organiser 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.
 - 2.5.1. DJ name
 - 2.5.2. First name, last name, date of birth and address, email address of the ENTRANT,
 - 2.5.3. Age
 - 2.5.4. Gender
 - 2.5.5. County of residence
 - 2.5.6. Years of experience as a DJ or music producer
 - 2.5.7. Motivational video
 - 2.5.8. Motivational description
 - 2.5.9. Social media information
 - 2.5.10. Mix: link to DJ-mixtape
 - 2.5.11. Confirmation of legal age (18+)
- 2.6. Participation in the competition requires Participants to submit as per instructions framed by the Organisers
 - 2.6.1. a recent DJ-mixtape (less than 3 months old) of minimum 10 minutes length (every music genre is accepted), and
 - 2.6.2. a personal motivational video (file size 500MB maximum) containing an explanation of why the concerned ENTRANT should win the CONTEST.
- 2.7. Along with the Submission, a short video (up to 1 minutes) explaining the creative process or cultural inspiration behind the mixtape must be shared on their respective social media platforms tagging WAVES INDIA, Create in India, MIB and IMI. This is purely for the purpose of authentication of human submission.
- 2.8. The Participant must adhere to the timelines as updated by the Organiser and/or Associate partner from time to time.

2.9. 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.

2.10. **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 Organisers.

2.11. **Artificial Intelligence**

2.11.1. 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.

2.12. Participants must submit works that are respectful and celebratory of diverse global music styles, avoiding appropriation or stereotypes.

3. Eligibility Requirements

3.1. Participant must be 18 or above the age of 18 to participate.

3.2. Participant must be a Natural Human in order to participate.

4. Judging

4.1. After the closing the entry for registrations, the submitted mixtape by the participants shall be assessed by the jury members, experts from the music industry of India.

4.2. Post the assessment by the expert jury member a list of Top 10 entries will be shortlisted and will be shared with Ministry. The submission to ministry is only for the purpose of arranging the necessary equipment and hassle-free logistics and accommodation planning.

4.3. Judging Criteria:

4.3.1. Creativity and originality in music production.

4.3.2. Stage presence

4.3.3. Technical proficiency in live performance.

4.3.4. Overall impact and alignment with EDM's core themes.

5. Prizes and Rewards

5.1. There shall be 3 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. Feature in summit promotional materials and social media

5.1.2. **02 (two) 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

6. Intellectual Property Rights and License of Rights

- 6.1. All Participant/s shall retain the rights in and to their respective intellectual property developed prior to your acceptance of the Terms and Conditions of the Competition.
- 6.2. In consideration for participating and being considered in and for the Competition, the Participant grants the Organiser a worldwide, royalty-free license for the entire duration of the Competition and the Summit. Participant hereby grants right to use, host, store, edit, reproduce, and make certain changes to the Submissions so that the Submissions can be processed, analysed and used for the purposes of the Competition.
- 6.3. Participant hereby grants right to publicly perform the Submissions and communicate the Submissions to the public whether independently or in conjunction with other submissions and third-party works, at any point in time during the Competition or the Summit.
- 6.4. Participant hereby grants the Organiser and/or the Associate partners 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.

7. Indemnity

The Organiser 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 Organisers liability for death or personal injury caused by its negligence or for fraud, the Organisers and its 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 Organisers and its Partners shall not be liable for any Copyright Infringement during the course of the Competition.
- 8.3. Any negligence on the part of a Participant shall be solely their responsibility and the Organisers and their partners shall not take up any liability for damages sought due to the 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 Organisers and their 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's 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, organizers 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. Organisers 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 Organisers have the authority to Amend the 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.