

## Official Contest Rules

“How Sweet The Sound” Gospel Music Competition - London 2024

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.**

**“SHARING,” “LIKING,” “RETWEETING,” OR OTHERWISE LINKING TO OR FORWARDING THE CONTEST INFORMATION ON SOCIAL MEDIA, VIA EMAIL, OR IN ANY OTHER ONLINE OR OFFLINE MANNER IS NOT A REQUIREMENT OR PART OF THIS CONTEST AND WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**OPEN TO LEGAL RESIDENTS OF THE UNITED KINGDOM AND COUNTRIES IN THE EUROPEAN ECONOMIC AREA WHO ARE 18 YEARS OR OLDER.**

### 1. DEFINITIONS AND INTERPRETATION:

(i) The following capitalised words used in these Rules will have the following meanings:

- Contest:** the “How Sweet the Sound” gospel music competition culminating in the Finals and the award of prizes to the Winners;
- Contest Official Song List:** the list of permitted songs available at [https://259641c6-0986-435a-a6d6-f05b362c61f7.filesusr.com/ugd/39ece2\\_b880dfc341c94fd4915deabde808c482.pdf](https://259641c6-0986-435a-a6d6-f05b362c61f7.filesusr.com/ugd/39ece2_b880dfc341c94fd4915deabde808c482.pdf)
- Entrant:** each individual or group who submit a valid Contest registration;
- Entry:** the valid entry by each Entrant into the Contest, consisting of a completed registration form and a video submitted at <https://howsweetthesound.submit.com/show/11>;
- Entry Period:** the period during which Entries will be accepted, as specified in Clause 4 of these Rules;
- Event Venue:** the Royal Albert Hall, Kensington Gore, London, SW7 2AP;
- Finals:** the final part of the Contest, being a live event at the Event Venue on 20 October 2024;
- Finalist:** each Entrant selected at Phase 2 (Clause 4(i)(ii)) to perform in the Finals;
- Finals Song List:** the official list of songs permitted for performance in the Finals, as provided by the Sponsors;
- RAH:** the Corporation of the Hall of Arts and Sciences, commonly known as the Royal Albert Hall;
- Rules:** these official contest rules;
- Sponsors:** Gentle Giant Music Ministries, LLC and the RAH;
- Territory:** UK and EEA countries);

**Winner:** the Finalist in each category with the highest cumulative score from their Finals performance;

- (ii) Unless it is otherwise clear from the context, words in the singular may be considered plural (and vice versa).
- (iii) A reference to a particular law is a reference to it as it is in force at the Commencement Date, including any subsequent amendment, extension, or re-enactment and includes any subordinate legislation made under it.

## 2. **ELIGIBILITY:**

- (i) The Contest is open only to legal residents of the United Kingdom and countries in the European Economic Area who are 18 YEARS OR OLDER but excluding judges and Sponsors' employees and any of their partners or family members. Entrants with individuals who do not meet the age and residency requirements will be disqualified, and their submissions will be void. Entrants will promptly on request provide sufficient evidence to Sponsors to confirm their eligibility.
- (ii) Entrants can enter the Contest as an individual or as a group compliant with the number of members specified in the description of each Contest category below. Each Entrant with multiple members must designate a representative who is a member of the Entrant, who shall be the spokesperson on behalf of the Entrant and responsible for the submission of all required information and documentation and receipt and dissemination of information from the Sponsors.
- (iii) Employees, and their immediate families (spouses, parents, children, siblings, and their respective spouses), including household members of the Sponsors and their respective affiliates, subsidiaries, divisions, advertising and promotion agencies are not eligible to enter.
- (iv) No Entrant (nor any of its members) may be a party to a music recording contract or any other contractual arrangement that would prohibit or constrict the Entrant or any of its members from (i) entering and performing in this Contest (ii) allowing their performance to be recorded, exhibited, broadcast and used as described in these Rules, or (iii) granting the rights granted in these Rules.
- (v) Entries will be considered ineligible if, at the sole discretion of the Sponsors, they do not follow the directions and terms and conditions described in these Rules, or if they contain language or images that are in any way threatening, abusive, offensive, defamatory, invasive of another's privacy, in breach of confidence, embarrassing to any person or likely to deceive any person, hateful, blasphemous, pornographic, or racially, ethnically or otherwise objectionable or which constitutes or encourages conduct that would be considered a criminal offense or otherwise contrary to any law or appear contrary to the spirit of the Contest.

## 3. **CONDITIONS OF ENTRY:**

- (i) An eligible Entry must be received as described above. Incomplete entries are void. By entering the Contest, Entrants agree to the terms of these Rules, including all eligibility requirements.
- (ii) To enter, Entrant's device must accept cookies, or any successor or similar technology (now known or hereafter devised or discovered), which are necessary use the How Sweet the Sound website and to process the Entry and as set forth in Sponsors' privacy policies which may be found at [www.howsweetthesound.com/files/ugd/39ece2\\_9cd9c18d724a4149890ab818d7f7675a.pdf](http://www.howsweetthesound.com/files/ugd/39ece2_9cd9c18d724a4149890ab818d7f7675a.pdf) and [www.royalalberthall.com/extra/privacy-policy](http://www.royalalberthall.com/extra/privacy-policy).

- (iii) The Entry will be deemed to have been submitted by the authorised account holder of the e-mail address from which the Entry is made.
- (iv) Sponsors are not responsible or liable for lost, stolen, mutilated, incomplete, incorrect, delayed, late, interrupted illegible or misdirected entries.
- (v) By submitting an Entry, each Entrant warrants and represents that they consent to the submission and use of the Entry in the Contest, and to the Sponsors posting information of the Entry on its internet sites in connection with the Contest. Entries will not be acknowledged, or returned, by Sponsors, and each Entrant grants an irrevocable, royalty-free licence to the Sponsors to use the Entry video for archival and promotional purposes at Sponsors' discretion, including on their websites and social media channels.
- (vi) By submitting an Entry, the Entrant represents and warrants that the Entrant has obtained permission from each person whose name, image, likeness, or voice is included in the Entry, and that such person(s) have granted the Entrant all necessary rights to use the person's name, image, likeness and/or voice as described in these Rules, and that the Entrant can make written copies of such permissions available to the Sponsors upon request.
- (vii) Failure to adhere to the following conditions may result in disqualification from the Contest:
  - (i) Videos, musical selections and Entrant clothing must not contain any content/information that is illegal, abusive, racist, sexist, homophobic, vulgar, obscene, pornographic, indecent, offensive, threatening, defamatory, libelous or otherwise considered objectionable or inappropriate by the Sponsors and/or judges.
  - (ii) For the Large Choir and Praise Team categories:
    - (1) No assistance by anyone other than the choir director may be given to the choir during the performance and may be cause for automatic disqualification. This includes performers added to the Entrant without prior notice and subsequent approval by the Sponsors.
    - (2) An individual may not compete as part of more than one Entrant.
  - (iii) A Finalist must not be deemed a late arrival. A late arrival is defined as "15 minutes late from determined arrival time (in the production pack to be provided by Sponsors) with the production manager unsuccessful in reaching group contact by phone".
- (viii) Sponsors assume no responsibility for any computer, technical, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability, or garbled or jumbled transmissions, or service provider/Internet/website/use net accessibility or availability, traffic congestion, or unauthorized human intervention.
- (ix) Sponsors reserve the right to modify, suspend, or terminate the Contest in whole or in part by giving such notice, in any form and manner deemed appropriate by the Sponsors.
- (x) In the event an insufficient number of eligible Entries are received or Sponsors are prevented from awarding the prize or continuing with the Contest as contemplated herein by any event beyond its control, including, without limitation, fire, flood, natural or man-made epidemic, pandemic, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsors' control ("Force Majeure"), Sponsors shall have the right to modify, suspend, or

terminate the Contest. If the Contest is terminated for Force Majeure no prizes will be awarded.

#### 4. HOW TO ENTER:

(i) The Entry Period will be from 10:00 a.m. GMT on November 21<sup>st</sup>, 2023 until 5:00 p.m. GMT on April 16<sup>th</sup>, 2024 and consists of three (3) phases. The Sponsors are not responsible for late or unsuccessful attempts to enter. The Sponsors reserve the right to allow Entries received after the Entry Period where the Entrant has made reasonable attempts to submit their Entry and the failure to submit is proven to be solely due to the error of the Sponsors.

(i) **Phase 1:**

- (1) During the Entry Period, log on to <https://howsweetthesound.submit.com/show/11> and fill out the online registration form and upload an original video in the chosen category (the "Entry").
- (2) The Entry may not exceed five (5) minutes in total duration. Videos must be filmed in widescreen (no vertical video will be accepted).
- (3) Each Entrant may submit an Entry in only one Contest category. Only one Entry per Entrant will be considered. Each Entry must feature Entrant only.
- (4) The Entry must feature one of the songs listed on the Contest Official Song List.
- (5) The Entry must not contain material that violates or infringes upon any other person's rights, including, but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement. Without limiting the foregoing, Entry must not include any third-party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures.
- (6) The Entry must adhere to the following guidelines for the applicable Contest category:

**(A) Large Choir Category**

- Entrant must consist of a minimum of 21 members and cannot exceed 60 members (inclusive of all choir members, musicians, band members and directors).
- All performing members must be regular, active members of the Entrant.
- Live accompaniment is encouraged; however, recorded instrumental accompaniment is permitted provided it does not include vocals. The use of stacked or background vocals during the Contest will result in disqualification from the Contest.

**(B) Praise Teams Category**

- Entrant must consist of a minimum of 8 members and cannot exceed 20 members (inclusive of all choir members, musicians, band members and directors).

- All performing members must be regular, active members of the Entrant.
- Live accompaniment is encouraged; however, recorded instrumental accompaniment is permitted provided it does not include vocals. The use of stacked or background vocals during the Contest will result in disqualification from the Contest.

**(C) Soloist Category**

- Entrant must consist of a single, individual member.
- Live instrumental accompaniment is encouraged; however, recorded instrumental accompaniment is permitted. In all cases, whether accompaniment is live or recorded, accompaniment may not include any vocals and may not exceed three (3) total musicians and/or band members. The use of stacked or background vocals during the Contest will result in disqualification from the Contest.

**(D) Spoken Word Category**

- Entrant must consist of a single, individual member.
- Live instrumental accompaniment is encouraged and recorded instrumental accompaniment is permitted; however, no recorded or live vocal accompaniment is permitted.

(ii) **Phase 2:** On April 29<sup>th</sup>, 2024, Sponsors will select the top three (3) Finalists in each category from amongst all eligible Entries received during the Entry Period. The selections will be entirely at the Sponsors' discretion although based on the following criteria (scored out of a total of 100):

(1) CHOIRS, PRAISE TEAMS & SOLOISTS:

(ii) presence including, without limitation, enthusiasm, connection with audience, and general appearance (poise, uniformity, and professional behaviour) – 30%, (ii) technical merit including, without limitation, diction (clarity, naturalness, purity of vowel, and articulation of consonants), ensemble's tone, quality, consistency, projection beauty, freedom, vitality, resonance, colour, choir blend, and entrances, rhythmic accuracy (control, balances, releases, precision, and evenness of vocal line voice, control, and full use of vocal range), and conductor's abilities (awareness of musical elements and choir communication) – 40%, and (iii) originality/interpretation including, without limitation, dynamics/style, expression/artistry and musical interpretation. – 30%.

(1) SPOKEN WORD:

- i) understanding including, without limitation, masterful interpretation of the meaning of the poem theme – 40% (ii) articulation including, without limitation, clarity, mastery of rhythm and pace, skillful use of projection and intonation – 40% and (iii) presentation including, without limitation, showmanship, entertainment value and crowd appeal -20%.
- (ii) **Phase 3:** The Finalists will compete live in the Finals at the Event Venue on October 20<sup>th</sup>, 2024, at 6:00 pm GMT where a panel of judges will score the Finalists in each category using the same criteria specified in Phase 2.

**(iii) Phase 3 – Finals – Music & Production Requirements**

- (1) Sponsors will provide an official Finals Song List on or before May 1<sup>st</sup>, 2024. Each Finalist's performance for all categories of Finalists excluding the Spoken Word Category must feature a song from the Finals Song List. In the event a Finalist in the Spoken Word Category incorporates instrumental accompaniment, the instrumental must feature a song from the Finals Song List.
  - (2) In Sponsors' sole discretion, Sponsors may provide an official theme for Finalists in the Spoken Word Category (the "**Finals Spoken Word Theme**") on or before May 1<sup>st</sup>, 2024. In the event Sponsors elect to provide a Finals Spoken Word Theme, each Finalist's performance in the Spoken Word Category must focus on the Finals Spoken Word Theme.
  - (3) Each Finalist will have no more than four (4) minutes for their performance at the Finals. Performances exceeding four (4) minutes will result in a score deduction of ten (10) points for every ten (10) seconds (or portion thereof) exceeding the four (4) minute allotment.
  - (4) Each Entrant is responsible for its own music accompaniment. Sponsors will provide 2 Electric Keyboards, Hammond Organ, Drum Set, & bass guitar and electric guitar amps.
  - (5) Finalists must be able to provide a contact person for all production related needs. This individual must be prompt in all correspondence with the production manager & sound engineers.
  - (6) All production-related information requested in the production pack to be provided by Sponsors will be due no later than Friday July 1<sup>st</sup>, 2024 at 9:00am GMT.
  - (7) No pre-recorded vocal tracks are allowed in the Large Choir or Praise Team categories of the competition. If recorded instrumental tracks are used, they must be provided to the production manager and/or sound engineer by the designated date in the production pack to be provided by Sponsors.
- (iv) The Finalist with the highest cumulative score from their Finals performance in each category will be selected as the Winner of the applicable category. In the event of a tied score, the Entrant with the higher score in the technical merit category will be deemed the Winner. If the Entrants have a tied score in the technical merit category, the Entrant with the higher score in the presence category will be deemed the Winner.

In the case that the Entrants have the same score in the presence category, then the judges will make a decision of the Winner at their sole discretion. The decisions of the judges are final and binding in all aspects.

- (v) Finalists are solely responsible for all their own transportation to and from the Event Venue (including without limitation, air and ground transportation), within the United Kingdom during their stay, and for all their own lodging/accommodations while attending the Finals. Notwithstanding the foregoing, Finalists must arrive in sufficient time to be available at the Event Venue for registration and sound checks on October 20<sup>th</sup>, 2024 beginning at 8:00 am GMT. Finalists must provide Sponsors with written confirmation of travel arrangements for all members of Finalist on or before August 5<sup>th</sup>, 2024. In the event a Finalist fails to secure and confirm adequate travel arrangements, Sponsors reserve the right to disqualify such Finalist and either select the next highest scoring Entrant to compete in the Finals or move forward with the Finals without that Finalist (i.e. with less than three (3) Finalists in the applicable category).

## **5. PRIZES:**

- (i) Three (3) Finalists in each category will receive the opportunity to perform live on the “How Sweet The Sound” finals scheduled on October 20<sup>th</sup>, 2024 at the Event Venue. One (1) Winner in each category will be selected by a panel of judges to receive a cash prize in the amount listed for the applicable category:
  - (i) Large Choir - £5,000
  - (ii) Praise Team - £2,500
  - (iii) Soloist - £1,000
  - (iv) Spoken Word - £1,000
- (ii) Sponsors reserve the right to substitute prizes of equal or greater value. The prizes do not include any expenses not specifically listed herein. Any taxes on the prize are the sole responsibility of the Winners. No substitution or transfer of prizes is permitted, except at the sole discretion of Sponsors. If any Entrant or Finalist is disqualified or found to be ineligible for the Contest, Sponsors reserve the right to determine an alternate Finalist or Winner or not to award the prize, at their sole discretion. The time of the prize distribution will be provided to Winners following the Finals but will not be earlier than thirty (30) days from Sponsors' receipt of any and all tax and other documentation that may be required to be completed by each Winner in order to accept the prize.
- (iii) The names of the Winners, available after December 5th, 2024, shall be posted at [www.howsweetthesound.co.uk](http://www.howsweetthesound.co.uk)

## **6. DATA PROTECTION:**

- (i) Sponsors are committed to abiding by all legislation concerning the collection and processing of personal data that applies in the territory where such data is processed, and this includes without limitation and as applicable, the Data Protection Act 2018 and the UK General Data Protection Regulation. Entrants acknowledge and agree that their data will be stored and processed in the USA by Gentle Giant Music Ministries LLC as part of the administration of

Entries and the Contest. Sponsors may collect and process personal data (as defined in such legislation) in accordance with such legislation and in line with their privacy policies which may be found at [www.howsweetthesound.com/files/ugd/39ece2\\_9cd9c18d724a4149890ab818d7f7675a.pdf](http://www.howsweetthesound.com/files/ugd/39ece2_9cd9c18d724a4149890ab818d7f7675a.pdf) and [www.royalalberthall.com/extra/privacy-policy](http://www.royalalberthall.com/extra/privacy-policy) and the Entrant's using the [www.howsweetthesound.co.uk](http://www.howsweetthesound.co.uk) and/or [www.royalalberthall.com](http://www.royalalberthall.com) websites and/or entering the Contest denotes their agreement to all the terms of each applicable policy.

- (ii) Personal Data will be stored during the Contest and for a reasonable period thereafter.
- (iii) Data Subjects (as defined in the legislation referred to above) have the following rights in relation to the Sponsors' processing of their Personal Data in relation to the Contest:
  - (i) to request access to and rectification or erasure of their own Personal Data, or restriction of the processing, or to object to the processing of the same;
  - (ii) to the portability of their Personal Data as governed by Article 20 of the UK General Data Protection Regulation; and
  - (iii) to lodge a complaint with a supervising authority;although Entrants are considered to acknowledge that certain processing of their Personal Data may be required to permit their continued involvement in the Contest and restriction on such processing may prevent such involvement.
- (iv) In respect of any Personal Data stored or processed pursuant to the Contest, Gentle Giant Music Ministries LLC will be the Data Controller (as defined in the legislation referred to above) and can be contacted at [info@howsweetthesound.com](mailto:info@howsweetthesound.com).

## 7. GENERAL CONDITIONS:

- (i) Finalists will be required to sign and promptly return all requested documentation sent by Sponsors for appearance in the Finals. Failure to return the documents as specified, if participation documents are returned as undeliverable, or if the Entrant is unable to appear at the Event Venue for the Finals may result in the Entry being disqualified, and an alternate Finalist may be selected.
- (ii) The Finalists and Winners agree to grant to Sponsors and Sponsors' licensees, affiliates and assigns, the right to print, publish, broadcast and use, worldwide, in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, their submitted video clip, name, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews as may be determined by Sponsors. Failure to make such appearances or grant such rights may result in disqualification and an alternate Finalist or Winner may be selected.
- (iii) By entering this Contest, each Entrant agrees to indemnify and hold harmless the Sponsors and their respective parent companies, affiliates, subsidiaries, agencies, employees, officers, directors, representatives, and advertising and promotion agencies ("**Indemnified Parties**") from and against any injury, loss, expenses (including reasonable legal fees), damage, action, claim, demand or other liability that may arise in relation to Entrant's participation in this Contest or from the Entrant's acceptance, use or misuse of any prize awarded, or attendance at any event.



- (iv) NOTHING IN THESE RULES SHALL OPERATE TO RESTRICT OR EXCLUDE SPONSORS' LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY CAUSED BY THEIR NEGLIGENCE. SUBJECT TO THE FOREGOING, IN NO EVENT, WHETHER FOR BREACH OF CONTRACT, TORT INCLUDING NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE, WILL SPONSORS, AND THEIR PARENT, SUBSIDIARY, LICENSEES, AND OR AFFILIATES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ANY PERSON'S ACCESS TO INTERNET SITE [www.HOWSWEETTHESOUND.CO.UK](http://www.HOWSWEETTHESOUND.CO.UK), THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE, OR PARTICIPATION IN THE CONTEST. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- (v) SUBJECT TO CLAUSE 7(iv) IN NO EVENT, WHETHER FOR BREACH OF CONTRACT, TORT INCLUDING NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE, WILL SPONSORS, AND THEIR PARENT, SUBSIDIARY, LICENSEES, AND OR AFFILIATES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, BE RESPONSIBLE OR LIABLE TO ANY ENTRANT FOR ANY DAMAGES, COSTS, PENALTIES, FINES OR LOSSES OR ANY OTHER KIND OF LIABILITY, IN EXCESS OF DIRECT, ACTUAL OUT-OF-POCKET THIRD-PARTY COSTS INCURRED BY THAT ENTRANT AND IN ANY CASE NO MORE THAN £1,000GBP (ONE THOUSAND POUNDS).
- (vi) Sponsors reserve the right, in their sole discretion, to disqualify any Entrant they find, in their sole discretion to be tampering with the entry process or the operation of the Contest or [www.howsweetthesound.co.uk](http://www.howsweetthesound.co.uk) website; to be in violation of the Terms of Service of the Sponsors' web sites; to be acting in violation of these Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed, or similar entry methods will void all such Entries by such methods.
- (vii) In the event of a dispute as to Entries submitted by multiple users having the same e-mail account, the authorised subscriber of the e-mail account used to enter the Contest at the actual time of the Entry will be deemed to be the Entrant and must comply with these Rules. Authorised account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organisation, which is responsible for assigning email addresses on the domain associated with the submitted e-mail address.
- (viii) Sponsors reserve the right to cancel or terminate the Contest at any time without prior notice and without cause. In particular, the Sponsors may exercise this option if, for technical reasons (including without limitation computer viruses, hardware /software vulnerabilities or errors) or legal reasons, a smooth and proper execution of the Contest cannot be guaranteed.
- (ix) If at any time any of these Rules shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall, to the extent required to make it legal, valid and enforceable, be

deemed to be deleted, and shall not affect the other provisions of these Rules which shall remain in full force and effect.

- (x) As a condition of participating in this Contest, each Entrant agrees that any and all disputes which cannot be resolved between themselves and the Sponsors, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in England having competent jurisdiction, which Court shall apply the laws of England and Wales.