



## Terms and Conditions of Guitar Competition

### to win a Ticket to the Guitar Summit 2023

#### ARTICLE 1- THE PROMOTER

- 1.1 The promoter is Yamaha Music Europe GmbH, Siemen Strasse 22-34, 25462 Rellingen, Germany.  
The promotion is being conducted by Yamaha Music Europe GmbH collectively (“Yamaha”).
- 1.2 Yamaha reserves the right to cancel this competition at any time by its own sole discretion.
- 1.3 By participating in this Competition, participants agree that they have read, understood, accepted, and will comply with these Terms and Conditions.

#### ARTICLE 2- PARTICIPANTS

- 2.1 Participation in this promotion is restricted to students enrolled at one of the seventeen (17) Yamaha Music Schools in Germany aged fourteen (14) and over. “(Participant”) Participants aged under eighteen (18) must include their parents’ and or legal guardians’ bilaterally signed consent to the Consent Submission email.

Name of School	CITY	E-MAIL	WEBSITE
Yamaha Music School HH-Eppendorf	Hamburg	yms@yamaha.de	<a href="https://www.hamburg.eppendorf.yms-europe.com/">https://www.hamburg.eppendorf.yms-europe.com/</a>
Yamaha Music School Gütersloh	Gütersloh	<a href="mailto:info@yms-guetersloh.de">info@yms-guetersloh.de</a>	<a href="http://www.yms-guetersloh.de/index.html">http://www.yms-guetersloh.de/index.html</a>
Yamaha Music School Rietberg	Rietberg	<a href="mailto:ymsgt@web.de">ymsgt@web.de</a>	<a href="http://www.yms-guetersloh.de/index.html">http://www.yms-guetersloh.de/index.html</a>
Yamaha Music School Osnabrück	Osnabrück	<a href="mailto:kontakt@yms-osnabrueck.de">kontakt@yms-osnabrueck.de</a>	<a href="https://www.yms-osnabrueck.de/">https://www.yms-osnabrueck.de/</a>
Yamaha Music School Bienek	Deggendorf	<a href="mailto:musikschule-bienek@t-online.de">musikschule-bienek@t-online.de</a>	<a href="https://www.yamaha-musikschule-deggendorf.de/">https://www.yamaha-musikschule-deggendorf.de/</a>
Basement Music	Amberg	<a href="mailto:basementmusic@gmx.de">basementmusic@gmx.de</a>	<a href="https://www.basementmusic-unterricht.de">https://www.basementmusic-unterricht.de</a>
Musikschule Heilemann	Nürtingen	<a href="mailto:info@musikschule-heilemann.de">info@musikschule-heilemann.de</a>	<a href="http://www.musikschule-heilemann.de/startseite/">http://www.musikschule-heilemann.de/startseite/</a>
Musik Akademie Henneberger	Bonn	<a href="mailto:info@musikakademie-henneberger.de">info@musikakademie-henneberger.de</a>	<a href="https://musikakademie-henneberger.de">https://musikakademie-henneberger.de</a>
Yamaha Music School Norderstedt	Norderstedt	<a href="mailto:info@yms-norderstedt.de">info@yms-norderstedt.de</a>	<a href="http://www.yamaha-musikschule-norderstedt.de">http://www.yamaha-musikschule-norderstedt.de</a>
Yamaha Music School Unna	Unna	<a href="mailto:rinke@yamaha-music-school.de">rinke@yamaha-music-school.de</a>	<a href="http://www.musikschule-rinke.de">http://www.musikschule-rinke.de</a>
Yamaha Music School Celle	Celle	<a href="mailto:rinke@yamaha-music-school.de">rinke@yamaha-music-school.de</a>	<a href="http://www.musikschule-rinke.de">http://www.musikschule-rinke.de</a>
Yamaha Music School Stuttgart	Stuttgart	<a href="mailto:kontakt@yms-stuttgart.de">kontakt@yms-stuttgart.de</a>	<a href="https://yamaha-music-school-stuttgart.de">https://yamaha-music-school-stuttgart.de</a>
Yamaha Music School Waiblingen	Waiblingen	<a href="mailto:kontakt@yms-waiblingen.de">kontakt@yms-waiblingen.de</a>	<a href="http://yamaha-music-school-waiblingen.de">http://yamaha-music-school-waiblingen.de</a>
Yamaha Music School Wrede	Wrede	<a href="mailto:info@musikschule-wrede.de">info@musikschule-wrede.de</a>	<a href="http://musikschule-wrede.de">http://musikschule-wrede.de</a>
Musikschule Golden Sound	Riesa	<a href="mailto:michariesa@gmail.com">michariesa@gmail.com</a>	<a href="https://www.goldensound-riesa.de">https://www.goldensound-riesa.de</a>
Musikschule Steffens	Brilon	<a href="mailto:musikschule-steffens@t-online.de">musikschule-steffens@t-online.de</a>	<a href="http://musikschule-steffens.de">http://musikschule-steffens.de</a>
Kindermusikschule Bente Kneckow	Hamburg	<a href="mailto:info@kindermusikschule-wandsbek.de">info@kindermusikschule-wandsbek.de</a>	<a href="http://www.kindermusikschule-wandsbek.de">http://www.kindermusikschule-wandsbek.de</a>

- 2.2 Employees of Yamaha, its affiliates, their families, agents, and other parties directly involved in this promotion are not entitled to participate.

- 2.3 There is no entry fee and no purchase necessary to enter this competition.

2.4 The competition will run from 21<sup>st</sup> of June 2023 to 31<sup>st</sup> of August 23:59 CET. After this date no further entries to the competition will be permitted.

2.5 Each Participant warrants and represents that his/her Content Submission is original, has not been previously published or won any award. Participants also warrants that their performance is free of third party's rights and must not contain illegal or inappropriate content.

2.6 Yamaha reserves the right to verify the Participants' eligibility and /or exclude Participants and its sole discretion at any time and for any reason.

### ARTICLE 3- RULES OF PARTICIPATION

3.1 In order to participate in the competition to win an entry ticket to the Guitar Summit 2023 on September 23<sup>rd</sup> 2023 in m:con Congress Center Rosengarten Mannheim Rosengartenplatz 2 68161 Mannheim, GERMANY including travel and accommodation expenses, the Participant must record a video performing an original accompaniment to the audio track that was sent to the schools and send the video in .mov, .mp4 file extension using a cloud hosting platform such as dropbox, OneDrive, etc. along with the signed licensing agreement provided by Yamaha related to the application for Guitar Competition to the email address of the Yamaha Music School you are enrolled at mentioned in art. 2.1 above. To identify the application, participant should name the video file as follows "title of the piece\_name of the applicant.mp4" for example: "GuitarJam1\_Mustermann.mp4". Without following the instruction, the submission will be counted as invalid.

3.2 The videos should be uploaded to a cloud hosting platform along with the signed licensing agreements and sent to the email address mentioned in art. 2.1 between June 21<sup>st</sup> & August 31<sup>st</sup>, 2023. Uploads after this date will not be counted. Licensing Agreements and videos sent to Yamaha in connection with this competition (collectively, "Content Submissions") Licensing agreements can be asked to Yamaha Music school you are enrolled at and will be provided by them.

3.3 Only one entry with one Video will be accepted per person. Multiple entries from the same person will be disqualified. No responsibility can be accepted for entries not received by Yamaha for whatever reason.

### ARTICLE 4- THE WINNER OF THE COMPETITION

4.1 Performance videos of the participants will be judged based on criteria of Performance & creativity by the Jury Members. The competition will have three (3) winners chosen by the Jury Members.

**Performance:** We understand by performance the fact that the playing demonstrated in the submission displays a high level of timing, expression, execution, sound, and technique.

**Creativity:** We understand by creativity the ability to deliver an original performance that shows the different elements of music such as melody, harmony, and rhythm.

4.2 Jury members are: three members of Yamaha Music Europe GmbH. All members of the Jury have a higher education degree in Music performance and/or music education.

4.3 The winners will be selected on September 1<sup>st</sup> and contacted through the Yamaha Music School they are enrolled at and they will be announced on the link here: [https://de.yamaha.com/de/news\\_events/2023/guitar\\_summit\\_2023.html](https://de.yamaha.com/de/news_events/2023/guitar_summit_2023.html)

4.4 The winners must confirm the prize by latest September 8<sup>th</sup>, 2023, with an email to their Yamaha Music School mentioned in art. 2.1. If in any case winner disqualifies or rejects to receive the Prize, Yamaha reserves the right to withdraw the prize from the winner and choose a replacement winner using the same jury.

#### **ARTICLE 5- THE PRIZE**

5.1 The prize is an entry ticket to the Guitar Summit 2023 in Mannheim, Germany on September 23<sup>rd</sup>, 2023 including Hotel and travel costs to the the event. All of these fees will be covered by Yamaha. By accepting this Terms and Conditions Participants are accepting the accommodation and travel choice decided by YAMAHA. Participant has no right to change, amend or swap these bookings.

5.2 The entry tickets to the event will be sent as PDF, print-at-home files to the Yamaha Music School the Participant is enrolled at.

5.3 The Winner will be contacted by the Yamaha Music School they are enrolled at to receive the necessary information (Name, age, address, Telephone number) to arrange the travel and accommodation bookings for the event.

5.5 The prize cannot be exchanged for cash.

5.6 Winner shall not be entitled to assign her/his right out of this competition to any third party or companies within the group and affiliated companies without YAMAHA's written consent. The prize is subject to availability and Yamaha reserves the right to substitute any prize with another of equivalent value without giving notice.

5.7 Winners who are below aged 18, shall travel and accommodate as well as entering to the Guitar Summit 2023 with their parents and/or legal guardians. YAMAHA will cover only one (1) of the parent's travel and accommodation fee together with the Guitar Summit 2023 Ticket. If more than one parent would like to company to the winner, those parents/legal guardians should pay for themselves. YAMAHA will not be responsible of the fees except of one (1) parent/legal guardian.

#### **ARTICLE 6- DATA**

Participants consent to this personal data being used by Yamaha and Yamaha Music Schools for the sole purpose of administering and executing the Competition. As far as there are no statutory retention obligations, the data will be deleted immediately after the competition has been completed. Participants can withdraw their consent at any time with effect for the future by notifying [Dataprotection@contact.europe.yamaha.com](mailto:Dataprotection@contact.europe.yamaha.com).

Any personal data processed by Yamaha will otherwise be processed in conjunction with the following Privacy Policy found at: [Privacy Policy \(de.yamaha.com\)](https://www.yamaha.com/privacy-policy)

#### **ARTICLE 7- DISCLAIMER**

6.1 Yamaha accepts no responsibility for lost or late video submissions and videos that are not in the correct format.

6.2 Videos with distorted or clipping audio will be excluded from participation.

6.3 Yamaha is not liable for any costs incurred by the Participant in connection with the competition.

6.4 Yamaha will not be liable for late videos of any kind in respect of this competition.

6.5 Yamaha reserves the right to refuse unjustified videos, as well as to withdraw this competition entirely at any time, or to unilaterally modify the Terms and Conditions without incurring any obligations.

6.6 Yamaha shall not be liable for any failure to meet these Terms and Conditions where such failure is caused by any supervening circumstances amounting to force majeure. Such circumstances shall include, but shall not be limited to technical problems, change of terms and conditions or decisions/actions/failure by any third-party including Yamaha and/or Guitar Summit 2023, severe weather conditions, fire, flood, war, earthquake, riots, industrial dispute, terrorism, acts of god, or events that, without fault of either party, render performance impossible or incapable of satisfactory execution.

6.7 Yamaha shall not be held liable for any injury, death, or damages resulting from the hotel accommodation or travel provided to the winner of the Prize. Participants shall be solely responsible for obtaining and maintaining adequate insurance coverage to cover any such damages. Yamaha shall not be responsible for any expenses incurred by the participants as a result of such damages. Yamaha shall not be held responsible for any expenses incurred by the participants during their stay at the hotel, travel or Guitar Summit 2023, including but not limited to breakfasts, lunch, dinners, or any kind of other additional expenses.

6.8 Participants' Content Submissions may not contain, depict or show any content that: (i) is sexually explicit or suggestive, offensive, lewd, profane, obscene, or contains nudity or racist innuendo; (ii) promotes any activities that may appear unsafe or dangerous, or any political agenda or message; (iii) defames, misrepresents or contains disparaging remarks about Yamaha or other companies; (iv) contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) or copyrighted materials (including photographs, sculptures, paintings, and other works of art or images published via websites, television, movies or other media) owned by others, without permission; (v) contains any personal identification, such as license plate numbers, or street addresses for any person other than Participant, or otherwise infringes on the privacy of any person other than Participant; (vi) communicates messages or images inconsistent with the positive image and good will of Yamaha's brand; and/or (vii) violates any law. Any Content Submissions that contain, depict or show such content; that exceed any required file size or length limits imposed by the Competition or any third-party social media site; and/or that violate these Content Submission requirements and/or the terms of these Official Rules will be disqualified. The Competition Promoter reserve the right in their sole and unfettered discretion to screen and disqualify any Content Submission that they believe is inappropriate or not suitable for publication, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of this Competition.

6.9 By submitting a Content Submission, Participant explicitly acknowledges and agrees that the Yamaha and its legal representatives, successors, partners, dealers, affiliated companies including their parent company and assigns as in 3<sup>rd</sup> Parties shall have the irrevocable, worldwide, transferable right in perpetuity to license, sub-license, edit, alter, post, reproduce, publicly display and publish, in any media, including online or in print, any or all material which Participant sent to participants' Yamaha Music School enrolled at which associated with the Competition, with or without first and/or last name credit to the Entrant without any additional consideration or approvals from or to Participant; and Content Submissions that attempt to restrict this right will not be considered.

6.10 If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.

#### **ARTICLE 7 – JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Federal Republic of Germany with exclusive jurisdiction of the competent courts of Hamburg.