



## **ARTISTIC AND CULTURAL CONTEST "CHRISTMAS CONTEST" 2023 REGULATION**

**1)** Prime Time Promotions SRL based in Rome - Address: Via Carlo Poma, n.2 – 00135, Rome. Tax Code/VAT number: 03752131007. Registro delle Imprese di Roma N. RM 696280- organizes the ARTISTIC AND CULTURAL contest called "Christmas Contest" (hereinafter, "ARTISTIC CONTEST"), as regulated below.

### **2) ART CONTEST CONCEPT**

2.1 There is no people in the world that hasn't developed a tradition of songs to celebrate Christmas. Most of them are simple and naive nursery rhymes, melodies and popular dirges, some characterized by ancestral charm. These melodies often enclose the "flavor" of a culture and the spirit of its people. There is a special affinity between lullabies and Christmas songs. For instance, a Russian Christmas lullaby evokes nostalgia for the great Siberian icy open spaces, while a Sardinian Christmas song has the strong, salty flavor of the Mediterranean island. In the wake of popular taste, poets such as Giovanni Pascoli wrote literary lullabies that were never set to music and musicians such as Mozart and Brahms composed musical lullabies without any lyrics.

Many Christmas melodies are in fact lullabies and we believe many lullabies are in fact dedicated to Christmas.

The idea of a musical contest was born in the wake of the great melodic tradition that -over the centuries- has given way to an immense repertoire of music inspired by the most fascinating mystery of Christian faith. The contest aim is to nourish this treasure of popular expression by stimulating the creation of original tunes that not only focus on Christmas, but also on the themes and values that Christmas recalls and how Christmas makes people feel.

The contest also wants to update Christmas music, attempting to take it out of the pastoral dirge stereotypes and value more the feast in its deeper existential religious and secular meaning.

It is based on these considerations and on the need to bring back to the fore, and in the eyes of the public, an important fact of the Christmas musical tradition, that we came up with the idea of **this ARTISTIC COMPETITION. A competition where young people can write new and original songs inspired by Christmas.**

The musical genre can range from classical music, to jazz, rock, gospel, soul, reggae, rap, etc. in order to enrich the well-known existing Christmas repertoire around the world. The purpose of this ARTISTIC COMPETITION is to stimulate the writing of new songs (i.e. repertoire from the SIAE-Sezione musicale [the Italian Copyright collecting Agency - Music section] or attributable to it). Prizes will be assigned based solely on personal/artistic merits (no donation in money or tokens is required).

### **3) REGISTRATION**

3.1 Registration to the ARTISTIC COMPETITION **is free and open to all-natural persons, of Italian or foreign nationality, between 16 (sixteen) and 35 (thirty-five) years of age on the date of registration (considering as such the date of completion of the registration process on the website [www.christmascontest.com](http://www.christmascontest.com), as follows)**; you can register by submitting the application form as a solo author and, eventually, performer, or as multiple authors and, eventually, a relevant group of performers (i.e. duo, band - in the case of a "band" the live performances referred to in this regulation will be reserved, in anycase, to the participation of voices only and to NO MORE than three elements per group indicated by the entrants - etc.).



Registration is to be done exclusively online through the website [www.christmascontest.com](http://www.christmascontest.com) by filling out the form - and by the subsequent uploading to the platform of the required documentation duly signed and full acceptance of the conditions of participation set out in these regulations. In particular, it is requested to upload:

n. 2 photos of the candidate: one full-length photograph and a close-up (in case of multiple co-authors and, eventually, a relevant band, the photo must be of the whole band).

**n. 1 audio file submitted in mp3 format (only audio) or n1. clip (audio and video) submitted in mp4 format** (the maximum file size cannot exceed 100MB) with the candidate performing an original and unpublished song, as established by Law 633/1941 (Law on Copyright) and therefore whose rights of economic use have also not been in any way and form exercised and/or granted to third parties and/or transferred to third parties at the time of and subsequent to the entry itself (considering as such the date of completion of the registration procedure on the website [www.christmascontest.com](http://www.christmascontest.com)), under penalty of exclusion from the ARTISTIC COMPETITION.

In addition, a piece of music shall be considered unpublished for the purposes of this Regulation if it has not yet had any public use, exploitation, circulation and/or made available to the public and/or communicated to the public in any form and manner (including internet and/or social media) in whole or in part, at and after the time of the entry itself (considering as such the date of completion of the registration process on the website [www.christmascontest.com](http://www.christmascontest.com)), under penalty of exclusion from the ARTISTIC COMPETITION.

With reference to the above, any variations and/or discrepancies between the names of one or more authors of the musical piece indicated at the time of registration and the actual authors subsequently communicated or of which the Production becomes in any way aware, will result in exclusion from the ARTISTIC COMPETITION.

3.2 Participants will cover for all personal expenses (logistics, transfers, board and lodging) regarding the LIVE AUDITIONS phase, as described below. They will also cover all expenses for the creation and production of the Musical Works that will be presented at the COMPETITION and all related audio-visual material to be sent to the Production. The LIVE performance will not require any additional participation fee.

3.3 You can register by filling in the form and sending it and the required materials online starting at 00:00 on the 13<sup>th</sup> of February 2023 until 24:00 on the 31<sup>st</sup> of July 2023 (Italian time). Submissions sent after this deadline will not be considered.

Candidates acknowledge and agree that, as a reference of actual date and time of entry for the purposes of this regulation, what counts is the authentication issued by the computer system of [www.christmascontest.com](http://www.christmascontest.com) at the time of the conclusion of the registration process.

Candidates who are under 18 years of age at the time of the registration, are required to have the subscription signed also by a parent or legal guardian (or the Tutelary Judge), and they must also include appropriate form with the written consent of the parental authorities or guardian available on the website [www.christmascontest.com](http://www.christmascontest.com).

3.4 For the registration to be valid, in case of multiple co-authors, at least 1 (one) author/songwriter and 1 (one) author/music composer (both, not separately, or in case they coincide, at least the author, songwriter or music composer) should be between 16 (sixteen) and 35 (thirty five) years old on the date of registration for the Artistic Contest, as referred to at the point 3.1.



3.5 In case some of the performers, participating in the performance of the song uploaded for the registration for the Artistic Contest, are not between 16 and 35 years old on the date of registration, the registration will be considered valid anyways provided that the condition stipulated in the previous point 3.4 is met, and provided that at least one person within the group of performers is in the requested age range of 16 (sixteen) and 35 (thirty five) years old. In that case, however, the candidates will not participate in the awarding of the prize under the category: "Best performance" defined in the following point 4.2.

3.6 For the registration to be valid, it is intended, however, that each person involved in the creation of the uploaded song at the end of the registration, (solo author, multiple co-authors and performers) shall be required to sign the provided form to be uploaded through the dedicated registration portal at [www.christmascontest.com](http://www.christmascontest.com) defining their own role.

Candidates acknowledge and accept that the publication, disclosure and use in any way or through any mean of the original and unpublished song mentioned above, prior to its publication on the website [www.christmascontest.com](http://www.christmascontest.com) is not allowed. Failure to fulfill any of the above requirements will result in the immediate exclusion from the ARTISTIC COMPETITION.

#### **4) ROUNDS OF THE ARTISTIC CONTEST**

##### **A) FIRST ROUND: SELECTIONS**

4.1 Among all the candidates regularly registered through the website [www.christmascontest.com](http://www.christmascontest.com) -the Jury -as defined below- will select at least 16 (sixteen) to participate in the next round: the LIVE AUDITIONS. The Production will later contact the 16 (sixteen) selected candidates to that purpose.

The 16 (sixteen) selected candidates will be informed -as below- at least 15 (fifteen) days before the beginning of the SECOND ROUND.

SELECTIONS will be held in the following months: September/October. Except for possible extensions or changes dictated by production requirements.

At the end of this round, the names of the candidates selected to participate in the LIVE AUDITIONS, will be published on the website [www.christmascontest.com](http://www.christmascontest.com).

In case of withdrawal of one or more of the selected candidates – for any reason- the Producers should be promptly informed, no later than 10 (ten) days after the publication of the list on the website [www.christmascontest.com](http://www.christmascontest.com). Production reserves the right to have the Jury select or not select an equal number of candidates among those already regularly registered.

##### **(B) SECOND ROUND: LIVE AUDITIONS**

4.2 The 16 contestants SELECTED during the FIRST ROUND will perform live - for a maximum of 3 (three) elements per group, as indicated above in point 3.1 - at a location chosen by the Production in connection with the Jury or the jury present, performing live, on a base pre-recorded, the unreleased musical piece presented in the SELECTION PHASE.

Such performances may take place, as indicated by the Production, either in presence and/or in streaming from the location chosen by the Production, on a date to be communicated by the Production following the selection of the 16 contestants.

4.3 The Jury will select eight finalists from the 16 (sixteen) selected candidates.

4.4 The final round will see 8 (eight) finalists competing. The Jury - at its sole discretion- will choose 3 (three) absolute winners in the following categories:



- **Best Lyrics**
- **Best music track**
- **Best performance**

4.5 The final will take place directly after the live auditions scheduled during the second round, or on another date chosen by the production that will be communicated by the production at least 15 (fifteen) days in advance, in live presence at the location chosen by the Production and will be filmed and sent live and/or deferred on the platform [Christmascontest.com](http://Christmascontest.com) and/or on radio and/or TV/Web TV platform selected by the Production.

In addition, an eventual digital publication of the final eight songs on an appropriate platform is possible.

4.6 For organizational purposes the Producers -at their sole discretion- reserve the right to replace the live performances in presence -as stated above- with one or more remote sessions of live streaming performances with the Jury connected online.

Participants acknowledge and agree that Prime Time Promotions srl is exempt from liability in relation to any malfunctions of the internet that prevent the regular and/or smooth running of the broadcasts of the ARTISTIC COMPETITION rounds and/or the sending/uploading of the materials provided.

The Applicants also agree, as of now, NOT to disclose in any form and/or manner the results of the ARTISTIC COMPETITION (by way of example, the names of the Winners etc.), prior to the eventual broadcasting and/or in any case before any official communication to the Media of the results themselves made by the Production, under penalty of exclusion from the ARTISTIC COMPETITION.

## **5) ARTISTIC CONTEST PRIZES**

5.1 The 3 absolute winners, one for each category, will have the right to participate, with at least one choral piece to be shared with the other winners, in the program CONCERTO DI NATALE 31st edition, produced by Prime Time Promotions.

In case the winner(s) are not performers, Prime Time Promotions at its sole discretion may assign the performance of the songs to an artist listed in the cast of the Concert. The Prizes will consist, therefore, in the sole recognition of personal/artistic merits (excluding any donation of money or tokens).

## **6) JURY**

6.1 The jury will be made up of well-known celebrities, with proven credibility in the music and/or entertainment fields. The Producers will be responsible for choosing suitable members for the Jury. The latter, based on its unquestionable artistic and editorial evaluations, will choose the candidates and therefore judge their suitability to proceed to the next round. The "Jury" -as defined above- will consist of at least 5 (five) jurors freely chosen by the Production.

## **7) USE OF MATERIALS, INDEMNITY - IMAGE RIGHTS - TELEVISION FILMING**

7.1 The registered contestants grant Prime Time Promotions S.R.L. the right -without limitations of space and time- of free and unlimited use of their artistic works and the materials sent in for the purpose of carrying out the ARTISTIC COMPETITION, including the rights provided by Law 633/1941 (Italian Law on Copyrights). This includes the right to publish and make available to the public the contestant's audio-video materials on the website under the Section ARTISTIC



COMPETITION and on social media pages dedicated to the Contest, as well as on the websites and/or social media pages of the Partners of the initiative of Prime Time Promotions S.r.l.

Duly registered candidates that have not been selected for the LIVE AUDITIONS stage can write an email to the Producers requesting the deletion of the files they had sent.

7.2 By registering the candidates grant Prime Time Promotions S.R.L the **PEACEFUL ENJOYMENT OF the RIGHTS** on the original works and materials sent in and to be carried out during the ARTISTIC COMPETITION. Thus, **UNDERTAKE TO RELEASE Prime Time Promotions S.R.L. from any indemnity or responsibility claims** and/or requests for damages and/or compensation in any capacity made by third parties.

By registering candidates also guarantee that the works and the audio-video materials sent must scrupulously comply with current primary and secondary regulations listed in self-regulatory codes and/or regulating resolutions/provisions of the Italian/International Sector Authorities, in any capacity, applicable also to the fact that the songs and the audio-video material sent might be made available to the public.

Inter alia, participants should -by way of example and not exhaustively listed- abide by the legislation on:

Child protection, advertising – both direct and indirect- and even more broadly connected with commercial communications, confidentiality and privacy of personal data, pluralism, intellectual property, copyrights and related rights, as well as the provisions of the Code of Ethics of Prime Time Promotions S.r.l.

7.3 The candidates, in their capacity of artists and performers in the course of the ARTISTIC COMPETITION, grant to Prime Time Promotions S.r.l. free use of their image right for advertising purposes -without limitation in space, time, territory and /or passage- for promotional purposes, to film, broadcast on television, publish and/or make available to the public their performances, completely or partially, even separately from the official show, using any means of remote broadcasting (i.e. television, radio, cell phones, the Internet) and terrestrial or space transmission technology (i.e. satellite, digital terrestrial television, antenna, cable television, fiber optics, phone network, etc.) as well as to record it on any type of media (i.e. videotapes, CDs, CDIs, CD-ROMs, DVDs) and unrestricted reproduction, distribution and usage of the recordings.

All those participating in the ARTISTIC COMPETITION acknowledge and accept that their name and image may be disclosed and used for advertising and communication purposes by Prime Time Promotions S.r.l. in order to promote the ARTISTIC COMPETITION By any means of public communication.

Prime Time Promotions S.r.l. will also be allowed to combine the ARTISTIC COMPETITION and/or television/radio/Internet-Web broadcasting of the event with one or more promotional/advertising initiatives -by way of example and not exhaustively listed- such as: patronage and sponsorship events, tele promotion and merchandising communications, with none of the participants entitled to any claim.

7.4 Participants commit not to use and/or make direct or indirect reference to brands/distinctive symbols/naming of people and /or companies in any way. This applies both in the editing of the audiovisual materials sent and during the LIVE performances of the ROUNDS and during the FINAL show. Participants also must restrain from making direct and/or indirect statements and/or having behaviors of advertising nature during the rounds of the competition. Failure to comply will result in the exclusion from the ARTISTIC COMPETITION.





## 8) MUSIC PUBLISHING RIGHTS

8.1 As of now, the 16 (sixteen) candidates selected for the LIVE AUDITIONS and the WINNERS -as defined above- undertake to sign with Prime Time Promotions S.r.l., upon request, a publishing contract for the original/unreleased song submitted to participate in the ARTISTIC COMPETITION. The contract will be regulated -with a separate written agreement- in accordance with the following economic and regulatory conditions recognized by common (music) industry practice:

- Performance rights: 12/24 author part (to be divided pro rata among authors in case of multiple authors) and 12/24 publisher part;
- Phonomechanical rights: 50% authorial part (to be divided pro rata among authors in case of multiple authors) and 50% publisher part.

## 9) COMPETENT COURT

9.1 The present document is regulated and will have to be interpreted in accordance with Italian Law. The Judicial Court of Rome will have exclusive jurisdiction in connection to any dispute relating to it.

## 10) GENERAL DISPOSITIONS - AMENDMENT TO REGULATION

10.1 Prime Time S.r.l. reserves the right to modify, update, integrate the current regulations, including the very possibility to cancel the Artistic Competition -prior publication of the changes on the website [www.christmascontest.com](http://www.christmascontest.com)- for technical and/or organizational reasons at any time and at its sole discretion due to supervened organizational and/or editorial requirements.

## 11) CONSENT FOR DATA PROCESSING

1. Upon acceptance of these regulations, parties will come in contact with personal data. (Article 4, paragraph 1 of Regulation (EU) 2016/679)
2. The joint parties under the art. 4, paragraph 7 of Regulation (EU) 2016/679 are: FONDAZIONE PONTIFICIA GRAVISSIMUM EDUCATIONIS: Piazza Pio XII, 00120 Vatican City SCV Tel 0669881798;
3. The parties undertake to comply with EU Regulation 2016/679 (hereinafter Regulation) as well as with Legislative Decree no. 196 of 30 June 2003 containing the "Code regarding the protection of personal data" integrated with the changes introduced by the Legislative Decree of 10 August 2018, n. 101 and in particular, the Controllers, in providing feedback, communications and information to interested parties, in the manner and timing referred to in Articles 12, 13 and 14 of the Regulation cited above.
4. The joint parties, when undertaking their duties, must comply with the confidentiality and security obligations imposed by the privacy regulations referred to in the previous article.

**BY REGISTERING FOR THE ARTISTIC COMPETITION, THE PARTICIPANT/CANDIDATE DECLARES TO HAVE READ, UNDERSTOOD AND TO AGREE WITH THE GENERAL TERMS AND CONDITIONS OF THIS REGULATION IN ALL ITS PARTS.**

Sign here

NAME \_\_\_\_\_ SURNAME \_\_\_\_\_



Signature of the legal representative in case of under-18-years-old-person

NAME \_\_\_\_\_ SURNAME \_\_\_\_\_

Parent exercising parental authority (Father)

NAME \_\_\_\_\_ SURNAME \_\_\_\_\_

Parent exercising parental authority (Mother)

NAME \_\_\_\_\_ SURNAME \_\_\_\_\_



**Author:**          **Lyrics**            **Music**            **Performance**

Name: \_\_\_\_\_

Social Security Number .....

Born in..... on .....

Residing in..... Address.....

Tel.....

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(date)

**Author:**          **Lyrics**            **Music**            **Performance**

Name: \_\_\_\_\_

Social Security Number .....

Born in..... on .....

Residing in..... Address.....

Tel.....

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(date)

**Author:**          **Lyrics**            **Music**            **Performance**

Name: \_\_\_\_\_

Social Security Number .....

Born in..... on .....

Residing in..... Address.....

Tel.....

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(Signature)

\_\_\_\_\_  
(date)

**Author:**          **Lyrics**            **Music**            **Performance**

Name: \_\_\_\_\_

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