



# Goodmesh

## General terms and conditions of Goodmesh Concours 2020: Arts Unite – Art Unites

1. By accessing the website and/or submitting an application, the participant accepts the regulations, the general terms and conditions, and the privacy policy of the concours.
2. Applications of minor musicians must be filled and submitted by their parents or legal guardian (tutor).
3. Application
  - 3a. Once the application fee is submitted, it cannot be reimbursed and cannot be resubmitted to change its content. Each application must be paid with €75. This fee is non-refundable, and no circumstances, including an applicant's disqualification from the Competition, will result in a refund of any kind.
  - 3b. No applications will be accepted after October 1st, 2020.
  - 3c. Every musician can apply as a main applicant only once, but can participate in multiple settings, as long as they are not the main participant and potential award recipient.
  - 3d. All steps and decisions will be held online via submitted application form and appropriate additional material. The videos submitted must be created specifically for our competition.
  - 3e. Goodmesh administration reserves the right to remove applications to be viewed by the jury if they don't comply with the rules and regulations or fit the profile of our search (e.g. Not enrolled or alumni from a musical institution, not collaborating with a non-musical art form, etc.)
  - 3f. If admitted in the final round, the participant is asked to submit a video of the realization of the concept proposed in the first round.  
The final material must be sent no later than 1st December 2020 at 11:59 p.m. using the means described in these Official Competition Rules. Submissions will be judged after the Submission Deadline.
  - 3g. The international jury's decisions are final. The jury members will be able to provide feedback about the applicant's performance upon the artists' request.
  - 3h. Youtube videos of the final performances should be titled: "Goodmesh Concours 2021 Finale + name of the ensemble+title of your piece" and remain entitled this way for as long as the video is published online.
4. Disclaimer
  - 4a. Goodmesh is not responsible or liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on Goodmesh's Internet site.
  - 4b. Goodmesh website could include technical, typographical, or photographic errors. Goodmesh does not warrant that any of the materials on its web site are accurate, complete, or current. Goodmesh may make changes to the materials contained on its website at any time without notice. Goodmesh does not, however, make any commitment to update the materials.
  - 4c. Goodmesh may revise these terms of use for its website at any time without notice.
5. Prizes
  - 5a. Apart from the prizes that are clearly defined in the advertisement (monetary prize of 2000 EUR for the 1st prize and a grand prize of album recording, 1000 EUR for the 2d Prize and 700 EUR for the 3rd Prize, plus a monetary prize of 500 EUR to the winner(s) of the Audience Prize), other prizes may be subject to change and Goodmesh deserves the right to modify them, especially concerning live performance opportunities in times of Covid-19 uncertainties.
  - 5b. No prize can be exchanged for money. The prizes are as stated and no extra cash or other alternatives will be offered. The prizes are not transferable. We reserve the right to substitute any prize with another of equivalent value without giving notice.
  - 5c. The main prize, the album recording, has its own terms and conditions. Please read on 3rd page. Goodmesh is in no way responsible for these terms and conditions and cannot change them. Any disputes regarding this must be discussed directly with the label TRPTK.
  - 5d. We will endorse the non-musical category as much as possible. However, we do want to stress that this is a music competition, with a non-musical art form "enhancing" the music being played and produced. Besides publicity and exposure through our network, we cannot articulate and guarantee any additional prizes for the non-musical category.
  - 5e. Winners will be announced on December 31, 2020 and the monetary prize will be sent to winners' bank accounts until March 31st 2021.
  - 5f. Goodmesh covers one night of accommodation for the winning performances travelling to the NL from abroad and does not cover the airport shuttle. For artists coming from the NL, we cover 100% of transportation costs. Goodmesh does not take responsibility if this results into winners not being able to conduct a live performance.
  - 5g. The prize receivers are receiving it as private individuals and not under management.
  - 5h. The winners' concert is an award in itself and therefore not paid.



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## 6. Publicity

6a. Performers shall provide Goodmesh with publicity material free of copyrights.

6b. Goodmesh has the exclusive rights to take care of the content, design and distribution of any publicity or informative statements, including program booklets, brochures and posters, concerning the performance.

6c. The performer allows Goodmesh to use his/her name, portrait, and all information and materials provided to Goodmesh for promotion, merchandising and publicity material, including the program booklet Goodmesh might publish concerning the concours.

6d. Goodmesh is entitled to all publicity- and merchandise rights concerning advertising, publicity and promotion in any form or by any medium whatsoever.

## 7. Online voting for the Audience Prize

7a. Any contestant participating in a project cannot vote for their own.

7b. Any supporter voting for a particular ensemble or group is only able to vote for them once.

7c. One vote per same IP address is allowed (eg. one vote per whole family/household).

7d. In case Goodmesh see multiple votes from the same IP addresses/identities being voted for a particular project, those votes will not be counted.

7e. In case multiple voting from the same IP address happens more than twice for the same group, their project will be removed from online evaluation.

## Privacy policy

1. Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.

2. We will collect and use personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.

3. Personal data should be relevant to the purposes for which it is to be used, be accurate, complete, and up-to-date.



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August 1, 2020

1. Artist <name> must have full authorization to sign a Title agreement with TRPTK for the production and release of an album.
2. The final video production of the work presented at the competition, should be included in the recording, with musical arrangements allowed.
3. The Artist declares to be entitled to use the previously mentioned Artist name and, where the Artist has provided images to TRPTK, to be entitled to dispose of these, while indemnifying TRPTK against all third party claims in this regard.
4. The Title agreement will last for five years after signing. During these five years Artist is not allowed to record (major parts of) this album again without written approval by TRPTK.
5. Artist transfer the rights relating to the performance of works by the Artist for the purpose of the production of sound recordings and/or audio-visual recordings by TRPTK.
6. The Concours prize will cover the recording and production of the album by the Artist.
7. The recording will be made in the Netherlands.
8. The recording must start within 6 months following the Concours closure.
9. The production will be released within 1 year following the start of the recording.
10. Artist will assure that all necessary rights are arranged in advance of the production of the album.
11. The album will be released by TRPTK on the main Internet streaming platforms as well as being made available to buy as high resolution downloads.
12. In case the Artist wants to release a physical album, like CD or Vinyl, the Artist will fund 50% of the production costs.
13. Artist will assure to enter the recording sessions fully prepared and trained for the targeted works to be recorded.
14. TRPTK will do promotional activities as well as the press release. Artist must support these activities.
15. Artist agrees to transfer the rights of the recorded works to TRPTK. However TRPTK is not authorized to release extra works after the album release without formal written approval by Artist.
16. Artist takes care of the travel and accommodation costs during the time of recording.
17. In case the Artist wants TRPTK to do recording and/or production activities outside The Netherlands, Artist will pay for the travel and accommodation costs of the TRPTK crew.
18. The Artist will strive to include the work to be performed, in his/her repertoire.
19. TRPTK is responsible for both the statutory tax on royalties, as well as other costs related to the distribution of the income and royalties.
20. The incoming profit received by TRPTK from the sale of sound carriers will always be divided equally between both parties. Both the Artist and TRPTK shall thus receive a 50% share of the profits. The annual statement of incoming profits will be made every year following 3 months of the closed year, so in March of every year.