



**FRIEDRICH NAUMANN  
FOUNDATION** For Freedom.

Philippines

## MECHANICS

### 1. Definitions

- 1.1 "FNF" shall mean Friedrich Naumann Foundation for Freedom.
- 1.2 "CONTEST" shall mean the Freedom Song writing contest.
- 1.3 "CONTESTANT" shall mean an individual composer, songwriter, and/or lyricist, or a group/collaboration of up to three (3) individual composers, songwriters, and/or lyricists.
- 1.4 "ENTRY" shall mean one (1) musical composition or musical work.
- 1.5 "LOCAL" shall mean a natural-born or naturalized Filipino residing in the Philippines.
- 1.6 "FINALIST" shall mean an Entry declared as one of the Top Ten (10) Entries in the Contest.
- 1.8 "COLLECTIVE MANAGEMENT ORGANIZATION" ("CMO") shall be any organization, operating within or outside the Philippines, which collects royalties and/or licenses public performance, communication to the public, and/or other rights on behalf of composers.

### 2. Qualifications of Composers

- 2.1 The Contest is open to all composers, songwriters, and/or lyricists (amateur or professional) who are Filipino citizens or are residing in the Philippines.
- 2.3 The composer must not be a member of / or have pre-assigned his rights to the composition to any CMO, unless composer submits a written waiver by such CMO of all of its rights over such composition in the event that it is chosen as one of the finalists of the Contest.

### 3. Number of Entries

A Contestant can only submit one (1) entry.

### 4. Song Entry Requirements

- 4.1 Each Entry must be an original work of the Contestant and all rights, including copyright, to the entry must be owned exclusively by the Contestant.



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4.2 The following works shall not be eligible as an Entry in the Contest:

4.2.1 Those which have been previously published, recorded or released in any part of the world;

4.2.2 Those which have been commissioned by a third party;

4.2.3 Those which are found to contain two (2) or more bars of melody or lyrics similar to that of a published or released song in the Philippines or abroad; and

4.2.4 Any Entry which, in the sole determination of FNF, is not suitable by reason of content.

4.3 Lyrics

4.3.1 The lyrics must be in Filipino or English or a combination of both;

4.3.2 If the lyrics include a word which does not have a general and accepted definition, the Contestant must explain the meaning and basis for including the word through a footnote in the lyric sheets; and

4.3.3 The lyrics shall not include words, which are registered trademarks.

4.4 Form and Length of Entries

4.4.1 The melody and lyrics of an Entry, once submitted, shall be final and may not be altered or modified prior to the selection of Finalists.

4.4.2 An Entry may consist of any musical arrangement, including acapella. However, an Entry consisting of only instrumental composition/s is not allowed.

4.4.3 The song must not exceed four (4) minutes, inclusive of intro and extro.

4.4.4 Entries submitted to FNF shall not be returned to the Contestant.

4.5 The Screening Committee, at its sole discretion, may disqualify an Entry for its failure to comply with any of the above requirements.

## 5. Submission of Entries

5.1 The Contestant must submit the following:

5.1.1 Accomplished entry form with complete personal data as required;

5.1.2 Lyrics of the musical composition;

5.1.3 Wav. file of the musical composition;



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- 5.1.4 Photo of contestant; and
- 5.1.5 Scanned copy of passport or other government-issued ID;
- 5.1.6 If passport cannot be provided, Birth certificate, Certificate of Dual Citizenship, or other proof of Filipino citizenship or descent;
- 5.1.7 If member of a CMO: Written waiver by the authorized signatory (ies) of CMO of all rights in and to the composition in the event that the composition is chosen as finalist.
- 5.2 If the Contestant is composed of a group, all individual composers, writers, and/or lyricists must sign on the Entry form.
- 5.3 Failure to comply with any of the above requirements shall be a ground for disqualification.
- 5.4 The Screening Committee shall check each Entry for compliance with the above requirements and, in its sole discretion, may require other documents as needed.

## **6. Intellectual Property Rights**

- 6.1 All entries are deemed to be the property of the respective Contestant/s, subject to the rights of FNF hereunder.
- 6.2 In the event an Entry is declared a Finalist in the Contest, the Contestant agrees to grant and assign to FNF, all rights, title, interest and copyright to said Entry.
- 6.4 Without limiting the foregoing, the Contestant agrees that in the event that his/her/their entry is selected as Finalist, FNF shall have the exclusive and unlimited right, worldwide and in perpetuity, to the musical composition (music and lyrics), with the full right and authority:
  - 6.4.1 To use, synchronize with, and exhibit the musical composition in any audiovisual work, including, but not limited to, motion pictures, television shows, commercial advertisements, and/or audiovisual presentations;
  - 6.4.2 To broadcast, transmit, televise, or otherwise make available, and publicly perform, said musical composition;
  - 6.4.3 To record, produce, reproduce, promote, and distribute sound recordings or audio representations of the musical composition



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6.4.4 To edit or adapt the musical composition to conform to the technological or commercial requirements of phonograph records in various formats now or hereafter known or developed;

6.4.5 To cause its delivery through any mode of delivery now or hereafter known, including, but not limited to streaming, subscription, downloading, webcasting, etc.

6.4.6 To eliminate or edit material which may subject FNF to any civil or criminal action;

6.4.8 To authorize the adaptation or translation of the work;

6.4.9 To authorize the production or manufacture or merchandise using, suggesting, or being a representation of the Entry or any part thereof;

6.4.10 To use the same for any purpose, in any manner and by any means, at FNF's sole discretion.

## **7. Criteria and Screening**

7.1 FNF shall have the sole right to designate the members of the Contest Committee who shall oversee the management and implementation of the Contest. The Contest Committee shall choose the members of (a) the Screening Committee who shall check and verify all Entries and declare the Finalists; and (b) the Board of Judges, who shall declare the winning entries during the Finals night. The decisions of the Screening Committee and Board of Judges shall be final and unappealable.

7.2 In the event that no Finalist is chosen, or less than five (5) Finalists are chosen from among the Entries submitted before the deadline, the Contest Committee shall have the right to extend the deadline for submission or call for the submission of additional Entries. The Screening Committee shall select the rest of the Finalists only from among the additional entries for each extended period.

7.3 FNF and/or the Contest Committee, in its sole discretion, may decide on the number of screening and judging stages, the periods of submission of Entries (the Deadlines) and the composition or appointment of the Screening Committee and the Board of Judges; provided the members of the Board of Judges shall be announced prior to the Finals night.



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## **8. Disqualification**

8.1 An Entry or Contestant may be disqualified for:

8.1.1 Failure to comply with or violation of Pars. 4, 5, 6.2, or 8.2

8.1.2 Failure of the Entry or Contestant to comply with any of the requirements, or a violation of any of these terms and conditions, or breach of the warranties provided in Section 9.

8.1.3 In collaborations, all members and Entry may be disqualified even if only one (1) of the individual composers, songwriters, or lyricists has been disqualified or has committed a violation warranting disqualification.

8.2 FNF shall have the sole discretion to disqualify an Entry or a Contestant.

## **9. Warranties**

9.1 Contestant warrants and represents that Contestant is under no disability, restriction or prohibition, to consent to the Terms and Conditions of the Contest, and further, has no impediment to execute the Exclusive Publishing Agreement under Section 6.2, or which may interfere with the ability of Contestant to deliver its obligations in connection with the Contest.

9.2 The Contestant warrants that the Entry submitted by him/her/they are his/her/their sole and original work, and that there exist no adverse claims to or in said musical composition/s. The Contestant further warrants that neither the musical composition nor any part thereof infringes upon the literary, musical, personal, or property rights of any person or entity.

9.3 Contestant agrees to fully indemnify, save and hold FNF, its directors, officers, stockholders, employees, licensees and assigns, the Board of Judges, the members of the Contest Committee, the members of the Screening Committee, and the Board of Judges, free and harmless from any and all damages arising out of, or in connection with, any claim by a third party that is inconsistent herewith. In the event that a claim, suit, or action is brought against FNF, it shall notify Contestant thereof and shall allow Contestant to participate in the defense thereof. Contestant shall fully reimburse all expenses incurred by FNF for any and all damages it may be required to pay by reason thereof.



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9.4 Should the infringement be proven, the Contestant shall return any and all prize monies paid to him/her/them, if any, with interest thereon at the legal rate until fully paid. FNF shall, likewise, have the right to withdraw the prize and to award the prize to another Entry. Should it be proven that the infringement is willful, Contestant shall be liable for actual and exemplary damages, including attorney's fees.

9.5 FNF, its directors, officers, stockholders, employees, licensees and assigns, the members of the Contest Committee, the members of the Screening Committee, and the members of the Board of Judges, shall not be liable for any claim by any third party in connection with the ownership of copyright to an Entry submitted by a Contestant to the Contest.

#### **10. Acceptance and Conformity**

10.1 All Contestants submitting an Entry to the Contest are deemed to have accepted and consented to the Terms and Conditions of the Contest, and agree to abide hereby.

10.2 Contestant agrees that FNF reserves the right to, at any time, and at its sole discretion, change, add to, delete from, modify or amend the Terms and Conditions affecting the Contest, or any part thereof, including, but not limited to the grounds for disqualification from the Contest, the rules and guidelines for the screening and selection of Entries, the declaration of winning Entries, and the granting of any prize.