

## **EarSketch Competition 2021 Official Rules for Canadian Participants**

### **1. Entry Period**

The EarSketch Competition (the “Contest”) is sponsored by Georgia Institute of Technology (“Georgia Tech”) and TakingITGlobal (collectively, the “Sponsors”) and is open between 12:00:01 AM Eastern Time (“ET”) October 4, 2021 and 11:59:00 PM ET December 17, 2021 (the “Entry Period”).

### **2. Eligibility**

Student Contest: The Contest is open to any student enrolled in a Canadian middle school or high school during the Entry Period. Teachers or other school administrators may be contacted to verify participant eligibility to verify participant eligibility before prizes are awarded. Students under the age of 13 during the Entry Period must have a parent or guardian submit an entry on the student’s behalf. Students under the age of majority in their jurisdiction of residence must have parental or guardian consent to enter the Contest, to register an EarSketch account and to provide the personal information requested as part of the entry. Employees, representatives or agents of a Sponsor, its parent, affiliated or related companies, subsidiaries, divisions and all advertising, media buying and promotional agencies, are ineligible, as well as members of the immediate family of, or persons domiciled with, any of those described above. “Immediate family” means parents, siblings, children or spouse.

Teacher Contest: The Contest is open to teachers employed at a Canadian middle school or high school who teach ten (10) or more entrants during the Entry Period. If no teacher meets this requirement, than no teacher prizes may be awarded. Employees, representatives or agents of a Sponsor, its parent, affiliated or related companies, subsidiaries, divisions and all advertising, media buying and promotional agencies, are ineligible, as well as members of the immediate family of, or persons domiciled with, any of those described above. “Immediate family” means parents, siblings, children or spouse.

### **3. How to Enter**

Student Contest: No purchase necessary. To enter the Student Contest, visit <https://www.yourvoiceispower.ca> (the “Contest Website”) during the Entry Period and follow the instructions to register an EarSketch account and submit an entry. An entry consists of (i) a musical submission created using EarSketch (ii) a short written piece for explanation of the messaging in the music submission, and (iii) an optional upload of one (1) additional artifact in PDF format to complement your remix: this could be a written artifact, lyrics, a picture, a piece of art, or anything else that you feel enhances your message.

Students may submit any number of different entries but may not win more than one (1) prize.

A musical submission may be in any musical genre or style, but must contain at least one stem from Pharrell William’s song, “Entrepreneur.” Musical submissions must be at least thirty (30) seconds in length and no more than three (3) minutes in duration. The musical submission must run without errors and contain the required algorithmic functions described in the curriculum and rubrics, which are linked from the main competition web site. Sounds used that are not included in the EarSketch database (e.g. freesound.org) must not be copyrighted. Musical submissions containing copyrighted sounds will render the entry void.

The entrant is the individual whose name appears on the entry. Only one (1) entrant's name may appear on an entry. Subject to the use of sounds available in the EarSketch, each entry must be entrant's original creation, executed solely by the entrant. Entries may not have been published previously and may not have won any other award. Modifying, enhancing or altering a third party's pre-existing work does not qualify as entrant's original creation. Entry must be in keeping with Sponsors' image and may not be offensive, as determined by the contest judges in their sole discretion, nor can it defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights, including but not limited to intellectual property rights, and the right to submit or use it shall not be restricted. By submitting an entry, the entrant grants to the Sponsors an irrevocable, non-exclusive, paid-up, worldwide license to use, reproduce, translate, communicate, distribute, publish, sell, edit, adapt, license, copy and otherwise use all or any part of the entry however it sees fit, including for any purpose relating to the Contest or any other advertising or promotion of the Sponsors, without further approval of or compensation to the entrant. Entrants further waive all their moral rights, if any, in and to their entry in favour of the Sponsors. Entrants eligible to win prizes may be required to sign a document confirming the above before being confirmed a winner of any prize.

Teacher Contest: No purchase necessary. To qualify for the Teacher Contest, 10 unique student participants must submit entries to the Student Contest. Teachers meeting the qualification will be contacted with a separate form to describe their implementation of the Your Voice is Power curriculum and how they went above and beyond in their instruction.

#### **4. Winner Selection**

Student Contest: The entries will be judged by employees of the Sponsors based on the following criteria: Musical quality, algorithmic thinking, and messaging in the music. The winners will be determined on or about **January 31, 2022**. For additional explanations of each criteria, you can review the rubrics and student examples in the materials available on the web site.

The Student Contest will offer two Grand Prizes of \$5,000 each. One winner will be selected from the pool of entries that indicated they belong to a Visible Minority demographic, and a second winner will be selected from the pool of entries that did not indicate belonging to a Visible Minority demographic.

Teacher Contest:

The Teacher Contest winner will be selected by Sponsors based on the responses provided in the Teacher Contest entry form, including the uniqueness of implementation, reflections on lessons learned, and curricular supports.

For all Prizes, the selected entrants will be contacted by phone or email at the Sponsors' sole discretion. Only the selected entrants will be notified. Reasonable attempts will be made by the Sponsors to contact the potential winners by phone or email within fourteen (14) days following the completion of judging. If any of the potential winners cannot be reached within this time, fails to submit any required information or does not otherwise meet the requirements set out in these Official Rules, the Sponsors shall have the right to disqualify that entrant and may select an alternate winner on the basis of the criteria described above. Award of prizes will be coordinated directly with winners. Any further costs and expenses not specifically described as included in the Prize (including, but not limited to claiming and using the prize) are the responsibility of the winner.

## 5. Prizes

Student Prizes: There are sixteen (16) prizes available to be won during the Contest Period, as described below:

	NUMBER OF PRIZES AVAILABLE	PRIZE	APPROXIMATE RETAIL VALUE OF EACH PRIZE
Student Grand Prizes	Two (2)	\$5,000 CAD in cash to be put toward the student's university/college tuition or to start a business. The cash prize will be provided as a bank transfer or cheque to the winner's parent or legal guardian if under the age of majority.	\$5,000 CAD
Top Students	Four (4)	One (1) \$200 CAD Amazon gift card.	\$200 CAD
Runner Up Students	Ten (10)	One (1) \$25 CAD Amazon gift card.	\$25 CAD

All standard terms and conditions of Amazon gift cards will apply.

Teacher Prize: There will be one (1) Teacher Prize available to be won, which consists of one (1) \$1,000 CAD cash prize, to be provided by cheque or bank transfer. Teacher will need to confirm with his/her school that the teacher can accept the prize. If, for any reason, the teacher is not able to accept the prize, the Teacher Prize will be forfeited.

Each winner must have or will need to create an Amazon.ca account in order to redeem the Amazon.ca Gift Card ("GC"). Adult parents or guardians must take this step in the event the winner is under 18 years of age. The GC may only be used for purchases of eligible goods on Amazon.ca or certain of its affiliated websites. The GC cannot be redeemed for the purchase of another GC. Except as required by law, the GC cannot be transferred for value or redeemed for cash. To redeem or view a GC balance, visit "Your Account" on Amazon.ca. Amazon is not responsible if any GC is lost, stolen, destroyed or used without permission. If the GC is lost or stolen, it will not be replaced. See <http://www.amazon.com/gc-legal> for complete terms and conditions. The GC is issued by ACI Gift Cards LLC, a Washington corporation. No expiration date or service fees.

## 6. Release

All the selected entrants will be required to sign and return a full release and indemnity form, ("Declaration and Release Form") within the time stipulated by the Sponsors, stating that he/she has read and understood these Rules, grants all consents and authorizes the Sponsors to use his/her entry and name in connection with any promotion or publicity at no additional compensation to the selected entrant, beyond the awarding of the Prize. Selected entrants' parents may be required to sign in the case of entrants under the age of majority in their jurisdiction of residence.

## **7. General Conditions**

By entering the Contest, entrants agree to abide by the Rules and agree that the decisions of the Sponsors are final and binding in all matters relating to this Contest. The Prizes must be accepted as awarded and no transfer or substitution of the Prize will be permitted except as expressly provided in these Rules or at the Sponsors' sole discretion. The Sponsors reserve the right to substitute any Prize with a prize of equal or greater value if for any reason the Prize cannot be awarded as contemplated in these Rules. Prizes are not convertible to cash or transferable. Proof of sending an entry will not be deemed proof of receipt.

All entries become the property of the Sponsors. Any attempt to deliberately damage any web site or to undermine the legitimate operation of this Contest may be a violation of criminal and civil laws, and should such an attempt be made, Sponsors reserves the right to seek remedies and damages to the fullest extent permitted by law. Entries are subject to verification and will be declared invalid if they are illegible, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way or do not otherwise comply with these Rules.

Released Parties (as defined below) are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, or undelivered entries, comments, submissions, posts, reposts or correspondence, incorrect, changed or non-functioning EarSketch accounts; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, printer errors, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer errors of any kind whether human, mechanical, electronic, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries, comments, submissions, posts, reposts or in any Contest-related materials. Released Parties are not responsible for injury or damage to participants' or to any other person's mobile device, computer or printer related to or resulting from participating in this Contest or downloading materials from or use of any website. Proof of entry will not be deemed to be proof of receipt. Persons who tamper with or abuse any aspect of the Contest, as solely determined by Sponsors, will be disqualified. Sponsors reserves the right at their sole discretion to cancel, suspend, modify or terminate the Contest at any time and without notice and, at their discretion, select the potential winners from all eligible, non-suspect entries received prior to action taken, including should any portion of the Contest be, in Sponsors' sole opinion, compromised by bugs, virus, worms, non-authorized human intervention or other causes, which, in the sole opinion of Sponsors, corrupt or impair the administration, security or fairness of, or submission of information in connection with, the Contest.

By participating, you agree to release and hold harmless Sponsors, Amazon, TakingITGlobal, and their parents, subsidiaries, affiliates, and advertising and promotion agencies and all of their respective officers, directors, employees and agents (collectively, the "Released Parties") against any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from participation in this Contest or acceptance, use or misuse of any prize. Contest is subject to all applicable federal, provincial and municipal laws.

By entering this Contest, all entrants consent to the collection, use and disclosure of their personal information by Sponsors for the purposes of running the Contest or for any other purpose to which entrants consent. Personally identifiable information received will be used to verify eligibility and award prizes, for any purpose to which entrants consent, or as otherwise indicated on the Contest

Website, and will be collected, used and stored by the Sponsors in accordance with its Privacy Policy. The privacy policy can be found at <https://ears sketch.gatech.edu/landing#/privacy>.