

A Song for Glasgow: Competition Terms and Conditions

1. The Promoter

The promoter is Culture and Sport Glasgow a company which is a charity (Charity Number SC037844) and registered under the Companies Act (company number SC313851) having its registered office at Commonwealth House, 38 Albion Street, Glasgow G1 1LH. Culture and Sport Glasgow operates under the name Glasgow ("**Glasgow Life, Us, We**").

2. The Competition

2.1 The title of the competition is 'A Song for Glasgow' ("**the Competition**").

2.2 The Competition is being promoted by Glasgow Life in conjunction with Go Radio Ltd (company number SC507772) whose registered office address is 97 Pollokshaws Road, Glasgow G41 1PU ("**Go Radio**").

2.3 Glasgow Life and Go Radio have teamed up to give a local band or artist the chance to write, record and perform 'A Song for Glasgow'. Glasgow Life and Go Radio will compile a shortlist of the top ten Competition entries with Go Radio listeners then voting to select the final five. These five finalists will perform their track live on Tuesday 18 June 2024 at the Glasgow Royal Concert Hall in front of a judging panel invited audience where the winner will be selected. The winner will feature on the 'Go Radio Breakfast Show with Crofty and Grado', receive studio time at the famous 'Gorbals Sound Studios' and have their winning entry used by Glasgow Life in promotional content across multiple platforms and campaigns.

2.4 By submitting a Competition entry ("**the Entry**"), You are agreeing to be bound by the following terms and conditions ("**the Terms**"). Please see www.glasgowlife.org.uk/a-song-for-glasgow or www.thisisgo.co.uk for a copy of these Terms and FAQs.

3. Eligibility

3.1 The entrant ("**the Entrant, You**") must be:

- (a) aged 18 years or over;
- (b) a resident of one of the following postcode areas: G, FK, ML or PA; and
- (c) an unsigned music act (band, group or individual artist) ("**the Performer**"). Where the Performer consists of more than one individual, an Authorised Representative may enter on behalf of the Performer. For the purpose of these Terms, an "**Authorised Representative**" is someone with the authority to enter agreements on behalf of the Performer; to authorise Glasgow Life to use the name, image(s), music, lyrics and/or performance(s) of the Performer; and to grant Glasgow Life and Go Radio the rights required in connection with the Competition Entry.

3.2 The Competition is not open to:

- (a) employees of Glasgow Life or its affiliates;
 - (b) employees of agents or suppliers of Glasgow Life or its affiliates, who are professionally connected with the competition or its administration including any other businesses involved in supporting the competition. This includes, but is not limited to, Go Radio; or
 - (c) members of the immediate families or households of (a) and (b) above.
- 3.3 In entering the Competition, You confirm that You and, where different, the Performer are eligible to do so and eligible to claim the prize. Glasgow may require You to provide proof that You and/or the Performer are eligible to enter the Competition.
- 3.4 Glasgow Life will not accept Entries that:
- (a) are automatically generated by computer or created by artificial intelligence (including but not limited to chatbots such as ChatGPT or similar software applications);
 - (b) are completed by third parties or in bulk;
 - (c) are illegible, have been altered, reconstructed, forged or tampered with;
 - (d) are not original;
 - (e) include profanity or other obscene content;
 - (f) are incomplete; or
 - (g) in the reasonable opinion of Glasgow Life, do not meet the Brief or any of the eligibility criteria of the Competition.
- 3.5 There is an Entry limit of one recorded performance per Performer. Entries on behalf of another person or persons will only be accepted where this is made by an Authorised Representative of the Performer as provided for in Condition 3.1.
- 3.6 No purchase is necessary and there is no charge to register for use of the website to submit an Entry.
- 3.7 Entries that do not comply with these Terms will be void and will not be entered into the Competition.
- 3.8 Glasgow Life reserves all rights to disqualify any Entrant and/or Performer:
- (a) who has acted in an unlawful or improper manner;
 - (b) who is under the influence of alcohol or drugs;
 - (c) who engages in conduct which may cause harm to themselves, other Entrants or any third party; and/or
 - (d) whose conduct is contrary to the spirit or intention of the Competition.

4. How to Enter

4.1 The Competition will run from 10:00 on Friday 19 April 2024 ("**the Opening Date**") for a period of four (4) weeks until 23:59 on Sunday 19 May 2024 ("**the Closing Date**").

4.2 To enter the Competition Entrants must register online at www.thisisgo.co.uk, provide the required details, upload their music track and submit their Entry by the Closing Date.

4.3 All Entries must include:

- (a) the name of the Entrant; the name of the Performer (if different); the Entrant's address, contact phone number and email address; and
- (b) a music track which meets the following requirements ("**the Brief**"):
 - (i) a Scottish feel with a catchy melody and lyrics that resonate with both locals and visitors;
 - (ii) fits with Glasgow Life's brand identity and values of inclusivity, commitment and ambition as well as reflecting our city's great dynamic energy;
 - (iii) a duration between 2 minutes and thirty seconds and three minutes and thirty seconds; and
 - (iv) is able to be deconstructed for use in Glasgow Life campaigns.

4.4 By submitting an Entry, the Entrant warrants that:

- (a) the Entry is the Performer's own original work and does not breach any third party's intellectual property rights (for example, by being a cover version, sampling any other recording or composition or otherwise containing any third party music or lyrics without the permission of the rights owner);
- (b) the Entry can be submitted to and used by Glasgow Life and Go Radio as specified in these Terms without breaching any contractual obligation to any person; and
- (c) the Entry does not contain anything which may be confidential or commercially sensitive.

4.5 By entering the Competition, the Entrant agrees that:

- (a) You have and continue to have all necessary licences, rights, consents and any other permissions necessary for the use of all content in your Entry;
- (b) Glasgow Life can post the Performer's name, image and Entry (in whole or in part) on Glasgow Life's website and any current or future social media accounts including, but not limited to, Instagram, TikTok, Youtube, Twitter and Facebook ("**Social Media Channels**") for general public viewing purposes;
- (c) Go Radio can broadcast the Performer's name, image and entry (in whole or in part) in such radio broadcasts as it deems appropriate; and

- (d) Go Radio can post the Performer's name, image and entry (in whole or in part) on Go Radio's website and any current or future Social Media Channels for general public viewing purposes.
- 4.6 If Your Entry contains photographs or video images of people, You confirm that You have informed them that You intend to use the material for the purposes of promotion and have obtained their consent. We may ask You for evidence of such consent and reserve the right to disqualify Your Entry if you are unable to provide this or if Glasgow Life has doubts about its adequacy.
- 4.7 All Entries must be received by Glasgow Life via www.thisisgo.co.uk by no later than 23:59 on the Closing Date. All Entries received after the Closing Date will be automatically disqualified.
- 4.8 Any alterations or withdrawals of an Entry from the Competition must reach Glasgow Life via email to commsteam@glasgowlife.org.uk no later than the Closing Date.
- 4.9 Competition entries cannot be returned.
- 4.10 Glasgow Life will **not** accept:
 - (a) responsibility for Entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - (b) proof of transmission as proof of receipt of an Entry to the Competition.
- 4.11 For help with Entries, please see www.glasgowlife.org.uk/a-song-for-glasgow. Full competition details are also available at www.thisisgo.co.uk.

5. Shortlisting and Finalists

- 5.1 A shortlist of ten (10) Entries which best meet the Brief ("**the Shortlisted Entries**") will be compiled by Glasgow Life and Go Radio from the validly submitted Entries received prior to the Closing Date.
- 5.2 The Shortlisted Entries will then be put to a public vote via www.thisisgo.co.uk to select five (5) finalists ("**the Finalists**").
- 5.3 Glasgow Life reserves the right, at its sole discretion, to reduce the number of Shortlisted Entries where:
 - (a) an insufficient number or quality of Entries are received; and/or
 - (b) an Entry of sufficient quality is received which cannot be reasonably implemented by Glasgow Life for the required publicity campaign.

6. Final and Judging

- 6.1 The Finalists will be judged by a panel of three (3) judges nominated by Glasgow Life (**“the Panel”**) at an event to be held at Glasgow Royal Concert Hall on Tuesday 18 June 2024 (**“the Final”**).
- 6.2 At the Final one (1) winner (**“the Winner”**) will be selected from the Finalists by the Panel. The Panel will award each Finalist’s Entry a score out of ten. Scores will be allocated by the Panel on the basis of how well each Entry, in the opinion of the Panel, meets the Brief. The Winner will be the Finalist who receives the highest score.
- 6.3 Any Finalist who is not available to attend the Final will be disqualified.
- 6.4 Glasgow Life reserves the right for the Panel, at its sole discretion, not to select a Winner where:
- (a) no Entries of sufficient quality (or that sufficiently meet the Brief) are received; and/or
 - (b) entries of sufficient quality or number are received but none of these can be reasonably implemented by Glasgow Life for the required publicity campaign.
- 6.5 The decision of the Panel will be final and no correspondence will be entered into.
- 6.6 A list of names of the judges can be viewed at www.glasgowlife.org.uk/a-song-for-glasgow from the Closing Date for a period of thirty (30) days.
- 6.7 Without prejudice to any other provision of these Terms, Glasgow Life reserves the right to change the format and details of the Competition including, but not limited to, the number of Shortlisted Entries, the Number of Finalists and/or the date of the Event.

7. Winner

- 7.1 The Winner’s name (including the names of all individual members of the Performer, where applicable), county, and winning Entry will be announced on Glasgow Life’s website by Thursday 20 June 2024 (**“the Announcement Date”**) and will also be available on request from Glasgow Life.
- 7.2 Glasgow Life will contact the Winner in writing to confirm arrangements as soon as practicable after the Announcement Date, using the contact details provided with the Competition Entry. Glasgow Life will not amend any contact information once the Competition Entry form has been submitted.

8. The Prize

- 8.1 The Winner will receive the following prizes (**“the Prize”**):
- (a) their Entry used by Glasgow Life in a variety of media to promote a range of cultural and sporting events and services throughout Glasgow;

- (b) the studio time and associated elements set out in Condition 8.2;
 - (c) publicity on Glasgow Life's website and Social Media Channels; and
 - (d) publicity on Go Radio's weekday Breakfast Show, website and Social Media Channels.
- 8.2 The studio time will be provided by Go Radio and will comprise of five (5) days of recording time with a studio engineer at Gorbals Sounds. Any post-production required must be completed within this five (5) day period. Recording time will be available between 10am and 4pm, Monday to Friday with specific dates are subject to studio availability. All recording time must be used by no later than 18 December 2024.
- 8.3 The Prize does not include transport, food and drink, spending money, tax or personal expenses. Any other costs incurred in addition to those set out above and that are incidental to the fulfilment of the Prize are the responsibility of the Winner.
- 8.4 You will be responsible for ensuring that You and all members of the Performer, where applicable, are available on the studio dates specified. Dates, once agreed with Go Radio, cannot be changed.
- 8.5 The Prize is subject to availability. There is no cash alternative for the Prize. Glasgow Life reserves the right to substitute the prize with a prize of equal or greater value.
- 8.6 The Prize is not negotiable or transferable.
- 8.7 Glasgow Life reserves the right, at its sole discretion, not to offer the Prize to any Entrant where a suitable Winner is not selected.
- 9. Claiming the Prize**
- 9.1 The Winner must claim the Prize by the date specified in Condition 8.2. If You do not claim the Prize by this date, Your claim may become invalid.
- 9.2 The Prize may not be claimed by a third party on Your behalf.
- 9.3 Glasgow Life does not accept any responsibility if You are unable to take up the Prize.
- 9.4 Where the Winner declines to accept the Prize or has not claimed their Prize within the timescale required by Condition 8.2, Glasgow Life reserves the right, at its sole discretion to:
- (a) offer the Prize to the next eligible Entrant as selected by the Panel from the valid Entries that were received before the Closing Date; or
 - (b) to withdraw the Prize.

10. Promotion

- 10.1 The Winner will be required to participate in reasonable publicity and promotional events relating to the Competition.
- 10.2 The Winner will co-operate in full with Glasgow Life in relation to the promotion of the winning Entry. This promotion shall include, but not be limited to, the use of the name(s), image(s), music, lyrics and performance(s) of the Winner on Glasgow Life's website, Social Media Channels and in such other media as Glasgow Life may require.
- 10.3 The Winner consents to Glasgow Life taking photographs and video of the Performer and any performance and using such images and recordings in such media as Glasgow Life may require.

11. Ownership of Competition Entries and Intellectual Property Rights

- 11.1 The Winner shall retain ownership of all intellectual property rights (including copyright) in the winning Entry but agrees that they will grant the licences specified in Conditions 11.2 and 11.3 below. Glasgow Life may, but is not required to, make the Entry available on its website www.glasgowlife.org.uk and any other media, whether now known or invented in the future, and in connection with any publicity of the Competition.
- 11.2 The Winner agrees to grant Glasgow Life an exclusive, worldwide licence for a minimum period of two (2) years to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Competition Entry and any accompanying materials for Glasgow Life campaigns to promote a range of cultural and sporting events and services throughout Glasgow ("**the Exclusive Licence**"). This will include, but not be limited to, the right for Glasgow Life to use the Entry in; any form of advertising, films, Social Media Channels, online and at events. As soon as practicable after the Announcement Date, Glasgow Life and the Winner shall, acting reasonably, agree the specific terms of the Exclusive Licence which shall be set out in separate licence agreement.
- 11.3 Without prejudice to Condition 11.1, following expiry of the Exclusive Licence, the Winner agrees to grant Glasgow Life a non-exclusive, worldwide, irrevocable licence for the full period of any intellectual property rights in the Entry and any accompanying materials to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Competition Entry and any accompanying materials for any archival purposes; any educational purposes; criticism, review or reporting of current, past and future events and/or any other reasonable and non-commercial use connected with the ongoing functions and purposes of Glasgow Life ("**the Non-Exclusive Licence**").
- 11.4 The Winner is not entitled to any fees for granting the licences referred to in Conditions 11.2 and 11.3.

12. Indemnity

- 12.1 The Entrant shall indemnify Glasgow Life against any losses which Glasgow Life incurs arising out of any claim at the instance of a third party of whatever nature for infringement of

intellectual property rights arising from the acts of the Entrant and/or the Performer in connection with the Competition.

13. Limitation of Liability

- 13.1 While nothing in these terms will limit Glasgow Life's liability for death or injury caused by negligence or for fraud, You release and hold harmless Glasgow Life, its agents and distributors from any and all liability and loss or damage of any kind arising from or in connection with the Competition to the fullest extent permitted by law.
- 13.2 Without prejudice to Condition 13.1, Glasgow Life, its agents or distributors will not in any circumstances be responsible or liable to compensate the Winner or accept any liability for any loss or damage occurring as a result of taking up the Prize, except where it is caused by the negligence of Glasgow Life, its agents or that of their employees.
- 13.3 Glasgow Life shall have no liability for any expenses incurred by any Entrant and/or Performer when creating any Entry for the Competition.

14. Data Protection and Publicity

- 14.1 Without prejudice to Condition 7, with regard to the announcement of the Winner:
- (a) Glasgow Life will only process Your personal information as set out in Glasgow Life's A Song for Glasgow privacy statement at <https://www.glasgowlife.org.uk/media/inulqe2u/ql-gdpr-specific-privacy-notice-a-song-for-glasgow-life-competition.pdf> You can view the full Glasgow Life's at <https://www.glasgowlife.org.uk/the-small-print/privacy-glasgow-life>; and
 - (b) Go Radio will only process Your personal information as set out in Go Radio's Privacy Policy at thisisgo.co.uk/privacy-policy.

15. General

- 15.1 If there is any reason to believe that there has been a breach of these Terms, Glasgow Life, at its sole discretion, reserves the right to exclude You from participating in the Competition.
- 15.2 Glasgow Life reserves the right to void, suspend, cancel, or amend the Competition and/or Prize where it becomes necessary to do so.
- 15.3 All stated information, conditions, eligibility and submission guidelines, requirements for entry may be subject to change or modification by Glasgow Life without prior notice.
- 15.4 These Terms are governed by Scots Law. If any Entrants to this Competition wish to commence court proceedings, then they may do so only within the courts in Scotland.