Rules and Regulations

1. The Jamaica Festival Song Competition is open to citizens and all other persons residing in Jamaica for a period of not less than two (2) years prior to the closing date of entry in the Competition. Entrants must be eighteen (18) years of age or older as at the closing date of entry.

2. Each entry must include:

    a. Completed entry form with e-signature submitted online
    b. Must be submitted online via the JCDC Awards Force Platform, in order to recognize as a legitimate entry.
    c. CD/Thumb Drive/Uploaded File containing one (1) song only, four (4) minutes or less in duration.
    d. Typed Lyric Sheet

3. The song may be based on any subject but should be one that can rally the nation, stir a spirit of togetherness, is inspirational and engenders national pride, and the music must be of Jamaican Rhythms. In addition, the song should be one that is memorable and should be able to stimulate the audience to sing along and/or to dance to its catchy beat.

4. All entries submitted must be unpublished, original songs, that is, not released, uploaded to any streaming or social media platform, broadcast or publicly performed before the closing date of entry, and shall not infringe on any copyrights or any other rights of a third party. The Entrant warrants that

the entry is an original song and Entrants shall by entering, indemnify and hold the JCDC harmless against any claims inconsistent with the foregoing. Songs with lyrics that are deemed to be indecent, derogatory, discriminatory, or libelous will be rejected.

5. The JCDC strictly prohibits the use of Artificial Intelligence (AI) at any stage of the creation, development, production or submission of competition entries. All entries must be entirely original and created by the entrant without the use of AI tools or technologies.

6. This prohibition includes, but is not limited to, AI-generated or AI-assisted lyrics, melodies, musical compositions, arrangements, vocals, recordings, instrumental tracks, sound production, mixing, mastering, written content, artwork and any other creative or technical component of the entry.

7. Entrants must not use AI to create, modify, enhance or otherwise contribute to any part of their submissions. The JCDC reserves the right to request evidence of the creative process and to disqualify any entry found to have breached this requirement. Any misrepresentation regarding the use of AI may also result in disqualification. The JCDC reserves the right to make the final determination regarding compliance with this rule.

8. The JCDC reserves the right to decide the method of selecting the winning song and also reserves the right to reject any or all entries submitted.

9. There will be an elimination process to determine the songs moving on to the FINALS. The JCDC will select the FINALISTS. The JCDC will determine the best method to choose the FINALISTS. Entrants for the songs so selected will be notified of their selection by e-mail and/or telephone.

10. If an entry was submitted on a CD or Thumb Drive and the song is not selected as a FINALIST, the Entrant may collect the CD or Thumb Drive

from the JCDC by the last working day in June. Any CD or Thumb Drive not collected by that date will be destroyed. The JCDC is not responsible for any CD or Thumb Drive that is lost, damaged or not collected.

11. Entrants shall not participate in any other song competition running concurrently with the Jamaica Festival Song Competition.

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12. Finalists shall make themselves available, during the course of the competition for all promotional activities and LIVE/RECORDED shows, details of which will be provided in advance.

13. The songwriter, in agreement with the JCDC, reserves the right to choose the performer of the entry.

14. The Jamaica Festival Song Competition is a Professional Song Competition and all songs submitted must be properly produced. All entrants must therefore be a member of at least one (1) Professional Music Industry Organization (JACAP, etc).

15. Performers may be individuals or groups not exceeding four (4) in number.

16. The winner of the Competition will be announced at the Grand Final Show or shortly thereafter.

17. The winning song from the FINALISTS will be determined by the public using a platform provided by one (or both) of the leading Telecommunications providers in Jamaica and a panel of professional adjudicators from the industry.

18. Cash Prizes will only be awarded to the first place, second place and third place winning songs. This award will be shared equally among the Singer, Songwriter and the Producer.

19. The entrant agrees to release, indemnify, and hold the JCDC, its sponsors and judges, harmless from liability, damages, or claims for loss of property, in whole or part, directly or indirectly, arising from participation in the Jamaica Festival Song Competition.

20. Any Entrant and /or any of his/her agents whose behavior is such that it brings or is likely to bring the Jamaica Festival Song Competition or the JCDC into disrepute will be disqualified.

21. By entering the Jamaica Festival Song Competition, entrants agree to accept and be bound by decisions of the JCDC which are final and binding in all matters. Entrants also agree to be bound by all terms of these official JCDC Rules and Regulations as established herein.

22. All creatives in the FINALIST (Singer, Songwriter and Producer) will be required to sign the Jamaica Festival Song Competition DECLARATION FORM.

23. Employees of the JCDC and the Ministry of Culture, Gender, Entertainment and Sport and their immediate family members are not eligible to enter.

24. Entrants consent to the JCDC collecting and using their information, names and images for the Competition, in line with the Data Protection Act, 2020.

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LEGAL INFORMATION

Assignment of Rights:

The entrant hereby assigns to the Jamaica Cultural Development Commission (JCDC) the exclusive worldwide rights to make and use any photo images, audiovisual and sound recordings, publications and/or anthologies of the entrant's entry(ies) rendered in the course of this competition.

This assignment shall include the right to produce, reproduce, publish, exhibit and distribute mechanical audiovisual, sound and image carriers such as videos, DVDs, compact discs, external drives, cloud storage and or brochures, catalogues, anthologies and books of JCDC entries in the print or digital media as well as the rights to broadcast on radio, television and the worldwide web.

The entrant shall retain all other rights to the entry. This assignment shall apply only to entries successfully selected for a JCDC Award and shall last for a duration of four (4) years taking effect as of the closing date for entries to the competition.

Warranties: The entrant hereby warrants and represents that he/she is duly authorised to assign the rights mentioned above and hereby agrees to indemnify and hold JCDC harmless from and against all claims that may arise from third parties as a consequence of the exercise of the rights granted to the JCDC. The entrant agrees to execute such other agreements as may be necessary to give effect to the undertakings herein mentioned.

Compensation to Entrant: In the event that the JCDC shall receive cash remuneration from the commercial use of a programme, recording or printed matter which includes the entrant's entry, the entrant shall be entitled to share equally with all entrants included in the programme, recording or printed matter, fifty percent (50%) of the net proceeds received by the JCDC. Net

proceeds shall be determined after deduction of all recording, production, packaging, promotional and distribution costs.

The entrant is free to seek independent legal advice. **Entrants are encouraged to be registered members of a recognised Performing Rights Organisation (PRO) or Collective Management Organisation (CMO), namely JACAP and JAMMS.**

Commented [1]: The details for JACAP and/JAMMS should be here. JAMCOPY has limited significant in this case.

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