

REACH SOCIETY & LIFE RADIO UK
WINDRUSH DAY THANKSGIVING SONG COMPETITION
OFFICIAL RULES

**BEFORE ENTERING THE WINDRUSH DAY THANKSGIVING
SONG COMPETITION PLEASE REVIEW THESE OFFICIAL RULES CAREFULLY. ENTRY
TO THE CONTEST IS FREE AND NO PAYMENT OR PURCHASE IS NECESSARY TO
ENTER THE COMPETITION.**

Overview

1. RSCF Limited trading as Reach Society has joined forces with Life Radio UK to launch a song competition to honour and celebrate the positive impact that the Windrush Generation and their descendants have made to life in Britain. Entrants are required to compose and record an original song and submit it to us in MP3 format. These terms and conditions set out the rules relating to your application to participate in the competition.

How to Enter

2. The competition is free to enter. Entrants can submit applications by completing the application form at www.liferadio.uk/windrush where you can download competition terms and conditions of the competition. A completed application will signify acceptance of these rules. No Submission will be considered unless it has been submitted via www.liferadio.uk/windrush.

3. Each entry must include:

- Completed online entry form
- Uploaded song in MP3 format
- Typed lyric sheet
- Promotional photograph
- Biography (roughly one side of A4)

The closing date for submissions is 22nd December 2022.

The Song

4. The song, should contain lyrics with a catchy and memorable melody and be inspirational to the Black British community by engendering a spirit of positivity, togetherness and pride. It can be any genre, but it must be celebratory and promote Windrush Day Thanksgiving Gatherings. Suggestions of themes that could be incorporated into the song lyrics include thanksgiving, gatherings, celebration, cultural esteem, and stories highlighting the Black British experience.

Restrictions

5. You must not submit any content or include any material in an application that is in any way defamatory, obscene, unlawful, harmful, offensive, inappropriate, harassing, threatening, abusive or hateful or which degrades, discriminates against or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability or any other legally protected characteristic.

6. Your application must be an original song that has not been previously published and should not include any material that infringes any copyrights or any other related third-party rights. You warrant that the entry is an original song and you agree that by entering the competition, you indemnify and hold Reach Society and Life Radio UK harmless against any claims inconsistent with the foregoing. We reserve the right to reject an application or content that contains third party content if you are unable to provide satisfactory evidence that it has been cleared for our use in accordance with these terms and conditions.

Eligibility

7. To be eligible to participate in the song competition, entrants must be aged 18 years old or older. Reach Society and Life Radio UK may require applicants to provide proof of age and identity to participate in the competition.

8. Applications can be submitted by individuals or groups. If you are applying as a group, please ensure that you have the consent of all members of the group before submitting your application. Reach Society and Life Radio UK may require proof that all group members consent to the submission of the application.

9. There are no limitations on the number of submissions that can be entered and applicants can submit an unlimited number of songs.

10. Entrants can be submitted from applicants from any jurisdiction and there are no residency requirements.

11. All personal details and/or information given in your application either in the online form or otherwise must be truthful, accurate and in no way misleading.

12. Reach Society and Life Radio UK reserves the right to disqualify you from the competition if you have supplied untruthful, inaccurate or misleading personal details and/or information, have failed to abide by the Official Rules and/or are in breach of these terms and conditions.

13. By entering the Windrush Day Thanksgiving Song Competition, entrants agree to accept and be bound by decisions of Reach Society and Life Radio UK which are final and binding in all matters. Entrants also agree to be bound by all terms of these official Reach Society and Life Radio UK Rules and Regulations as set out in these rules.

Assignment of Rights

14. The competition winner hereby agrees to grant an exclusive licence to Reach Society and Life Radio UK of the copyright in the sound recording Master of the winning entry, which shall be owned for the full period of copyright and all renewals and extensions solely by Reach Society and Life Radio UK.

15. Reach Society and Life Radio UK shall be entitled to commercially exploit the Master at its sole discretion. In the event that the Master is commercially exploited any income generated from such exploitation shall be distributed as follows:

Reach Society and Life Radio UK (85% net proceeds)
Competition Winner (15% net)

16. The copyright in the musical composition shall be retained for the full period of copyright and all renewals and extensions solely by the competition winner.

17. Reach Society and Life Radio UK will only acquire sound recording Master rights in the song that wins the competition.

18. Applicants hereby agree to:

- (a) Grant us all consents under the Copyright Designs and Patents Act 1988 necessary to enable us to make full use of the winning song (or any part thereof) throughout the world in perpetuity in all media whether now known or hereafter devised;
- (b) Grant to us a synchronisation licence for life of copyright throughout the Territory in the event that the musical composition is embedded in a video. You also grant to us the right to communicate the work to the public (broadcast and making available) of such video. Such licence shall be granted free of charge;
- (c) Grant us the right to reproduce your name, photograph and bio by all means and in all media throughout the world in perpetuity;
- (d) Grant us the right to edit the song and you agree not to assert any so-called "moral rights" or any similar laws of any jurisdiction, and

- (e) Consent to us storing, handling and processing your personal data in accordance with the Data Protection Act.

Competition

19. Following the closing date for receipt of entries, Reach Society and Life Radio UK will assemble a panel of music professionals to assess all applications and select the winner of the competition.

20. The winner of the Competition will be announced by 31 January 2023.

21. Reach Society established the Windrush Day Thanksgiving (WDT) Network. The Network has participants drawn from the Black community who are minded to promote WDT Gatherings across the UK for celebrating cultural esteem and the contributions and achievements of British people who descend from Caribbean migrants from 1948, and other members of the British Black Community. The winning song shall be adopted by the Windrush Day Thanksgiving Network as its official anthem.

22. The winning song will be professionally promoted on Life Radio UK and all partners' social media platforms. The winning applicant will receive a cash prize of £500 and a commemorative certificate from Reach Society and Life Radio UK.

Additional Rules

23. You acknowledge and agree to abide by the rules, regulations, terms and conditions for this competition as determined by Reach Society and Life Radio UK and you acknowledge that the Rules may be changed at any time by Reach Society and Life Radio UK in their sole discretion. The decisions regarding all elements of the application process, the competition and the Programme shall be final and binding.

24. All participants must comply with these Official Rules and the instructions set out in the promotional material. This includes, without limitation, making sure that your application or content complies with any format specifications in the promotional material. Any opening and closing dates will be as stated in the promotional material. We may change these dates at any time at our sole discretion.

25. Reach Society and Life Radio UK does not accept any responsibility whatsoever for any technical failure or malfunction or any other problem with any online applications that may result in any messages or applications not being properly received or recorded.

26. You warrant and agree that you have the right to enter into this Agreement and to make the grant of rights herein contained and the performance of your obligations hereunder do not and will not infringe the rights of any other party and that you are not a minor.

27. You indemnify us against any and all claims costs damages and expenses including without limitation reasonable legal expenses arising out of your breach of any warranty or agreement contained herein that leads to an adverse judgement against us by a court of competent jurisdiction. This Agreement constitutes the entire agreement between us and neither of us shall be bound by any statement or representation made to the other prior to the date hereof

28. The Agreement shall be governed by and construed in accordance with the laws of England and Wales the courts of which shall be the courts of competent jurisdiction.

29. By submitting an application form, you hereby agree to be bound by these terms and conditions and that you understand, acknowledge and (where relevant) consent to Reach Society and Life Radio UK collecting and using your personal information in the ways set out in our Privacy Policy, see below. If you have any questions regarding our use of your personal information please contact us at windrushsong@liferadio.uk.

PRIVACY POLICY

Reach Society and Life Radio UK take the privacy of its users seriously. We are committed to safeguarding the privacy of our users while providing a personalised and valuable service. If you have any requests concerning your personal information or any queries with regard to these practices, please contact us at windrushsong@liferadio.uk.

We do not send you any mailings that you have not requested, and you are able to opt out of all mailings at all times.

Signing up to this competition will not result in unsolicited, junk or 'spam' mail nor does it result in adware or spyware.

We will ensure that you remain informed if any of our terms and conditions or privacy policies change. In the case that you no longer accept any revised conditions you will be able to unsubscribe from the competition at no cost to you.

What data is collected?

Reach Society and Life Radio UK has certain legal obligations towards you in the way we deal with any data we collect on our users. We will collect the information fairly and let you know how we will use it.

The information that you provide about yourself to Reach Society and Life Radio UK will only be used for the effective administration of the competition and to communicate with you. This does not apply to third-party sites.

Reach Society and Life Radio UK will adhere to current UK legislation and aim to meet current Internet best practice.

From time to time, you may be asked to submit personal information about yourself, on a voluntary basis (e.g. name, email address etc.) in order to participate in the competition or receive or use the services on our website.

Reach Society and Life Radio UK does not keep any financial details at all. No financial details can be accessed through either Reach Society or Life Radio UK sites.

How we use the data

We may offer competition applicants the opportunity to participate in surveys carried out by Reach Society and Life Radio UK to help our research into the types of service we offer.

We may use information in aggregate form (so that no individual user is identified):

- to build up marketing profiles
- to aid strategic development
- to manage our relationship with advertisers and to audit usage of the site

With whom do we share the data?

We may analyse and disclose aggregate data, as set out in the section above, to advertisers and other reputable businesses but we will not include any identifying information about individual subscribers. We may disclose information to business partners and sponsors but will notify you if this is to happen and will only collect information for this purpose with your express consent.

We will hold your personal information on our systems for as long as you use the service you have requested, and remove it in the event that the purpose has been met. We will ensure that all personal information supplied is held securely; in accordance with the Data Protection Act 1998 and that we are compliant with GDPR.

Reach Society and Life Radio UK do not store any credit card information on this site and cannot therefore misuse your credit card details.

You have the right to request a copy of the personal information that Reach Society and Life Radio UK hold about you and to have any inaccuracies corrected. Please address requests to windrushsong@liferadio.uk.

Our Site may contain links to third party content; Reach Society and Life Radio UK do not take responsibility for the privacy policy of these sites.

Cookies

A cookie is information that a Web site puts on your hard disk so that it can remember something about you at a later time.

We use cookies on the site solely for the purpose of logging you in or out of the site but not to specifically track your activity in any way. You can turn cookies off using your browser at any time but this may result in a loss of functionality.

Security

Reach Society and Life Radio UK will take all reasonable steps to ensure the security of the data we hold. We will make our best endeavours to prevent loss or alteration to all data.

Reach Society and Life Radio UK reserve the right to make changes to these Official Rules at any time and without prior notice.