

Rules - Cân i Gymru 2010 Competition

1. The closing date and time for the Competition is 11 December 2009 at 17:30 ('the Closing Date').
2. Every entrant must be over 16 years of age on the Closing Date.
3. Every entrant must submit a song on CD, cassette or MP3 together with a written copy of the lyrics and the entry form on or before the Closing Date. The entry form can be found online at S4C.co.uk/canigyrmru or by telephoning 01443 688530. The CD/cassette/MP3 and lyrics can be delivered by hand, by post or electronically. Neither S4C nor Avanti accepts any responsibility for any material that is lost in the post or fails to arrive at Avanti for any reason on or before the Closing Date. It is the entrant's sole responsibility to ensure that the entry arrives at Avanti on or before the Closing Date.

The CD or cassette should be sent together with a hard copy of the entry form to:

'Cân i Gymru Competition 2010',
The Pop Factory,
Welsh Hills Works,
Jenkin Street,
Porth
CF39 9PP

The MP3 may be sent together with an electronic copy of the entry form via e-mail to: canigyrmru2010@thepopfactory.com

4. The song must be in Welsh.
5. The lyrics and music must be original.
6. The song must not have been performed or played on the radio, television nor on the web or released on commercial cassette or CD before the Closing Date.
7. Any musical style can be used.
8. The songs will be judged on their melodies and lyrics.
9. A panel of judges will consider all entries received by the Closing Date and will select the shortlist of 8 songs.
10. The shortlist will be announced on or before 4 January 2010. S4C and Avanti reserve the right to directly invite individuals to compete prior to the

Closing Date. Avanti will contact the composer(s) and author(s) of the eight songs shortlisted with their decision by telephone. S4C or Avanti will inform the composer(s) and author(s) of the unsuccessful songs (by post) by 18 January 2010.

11. The eight shortlisted songs will be performed during the live competition held on 28 February 2010 ('Cân i Gymru Night'). Cân i Gymru Night will be recorded and broadcast live ('the Programme') on television and possibly on the radio and on the web.
12. The songs will be arranged and recorded by a team of musical directors chosen by S4C and Avanti.
13. An S4C representative and an Avanti representative will decide who will perform each of the eight songs chosen to compete during Cân i Gymru Night and to appear in the Programme.
14. The eight chosen songs will be broadcast on the television, the radio and/or on the internet during the broadcasts of Cân i Gymru Night and the composer(s) and author(s) must ensure that there is no impediment to such broadcasts. Also, S4C is considering (but does not undertake) to incorporate the eight chosen songs into a sound recording and/or audio-visual recording of the Competition and to use the winning entry and possibly some of the other songs in other programmes on S4C and the composer(s) and author(s) must ensure that there is no impediment to the same.
15.
 - (a) The eight chosen songs must not have been performed or played in public nor on the radio, television nor on the web or released on commercial cassette or CD without Avanti's prior written consent before the Cân i Gymru Night. (This restriction does not apply to songs that are not on the shortlist).
 - (b) If a song is adjudged to be worthy of the jury's special award (see 18) then the above clause (15a) shall apply to that song also.
16.
 - (a) It is a fundamental pre-condition of the Competition that the composer(s) of the music and author(s) of the lyrics of each song in the Competition agree to sign the standard contract for the Competition ('the Standard Contract') (a copy of the Standard Contract can be obtained from Avanti) provided always that the composer(s) or author(s) of any song not chosen as one of the eight songs to be performed on the Cân i Gymru Night will not be expected to sign the Standard Contract and S4C will not take any

rights in any song not chosen to be performed on Cŵn i Gymru Night. Neither S4C nor Avanti will acquire the copyright nor take any rights in the eight songs over and above those nights which are required in accordance with Rule 14 above.

(b) Avanti will contact the composer(s) and author(s) of the lyrics of each of the eight songs chosen to be performed on Cŵn i Gymru Night by 4 January 2010 and will send copies of the Standard Contract to them at the same time. It is a pre-condition to competing and taking part on Cŵn i Gymru Night that the composer(s) and author(s) of the lyrics of each of the eight songs chosen to be performed on Cŵn i Gymru Night sign the Standard Contract and return it to Avanti on or before 18 January 2010.

(c) If the composer(s) or author(s) of the lyrics or music of any one or more of the eight songs chosen to be performed on Cŵn i Gymru Night fail to sign the Standard Contract and return it to Avanti by 18 January 2010, Avanti and S4C shall have the right to eliminate their song or songs from the Competition and S4C and Avanti reserve the right to invite the panel of judges to choose another song or songs submitted to the Competition in place of the eliminated song/s in accordance with these Rules and to invite the composer(s) and author(s) of the replacement song or songs to compete in Cŵn i Gymru Night instead, on condition that the composer(s) and author(s) of the lyrics of any song that replaces the eliminated song/s sign the Standard Contract prior to Cŵn i Gymru Night.

17. The composer(s) and author(s) of the eight songs that are chosen to perform on Cŵn i Gymru Night agree to be present and to participate in the making of the Programme including but not limited to providing a short interview during Cŵn i Gymru Night and being available to film a short profile before Cŵn i Gymru Night. Please note that there will be a rehearsal of Cŵn i Gymru Night on the preceding day, being 27 February 2010.
18. The composer(s) and author(s) of the winning song will receive a total monetary prize of £10,000.00. The composer(s) and author(s) of the runner up song will receive a total monetary prize of £2,000.00, whilst the composer(s) and author(s) of the song which comes third will receive a total monetary prize of £1,500.00.

In addition:

An award of £500 will be given to a composition, which although not included in the final eight entries, showed, in the opinion of the panel, originality and innovation of style and craft.

There will be 10 payments of £100 awarded by the jury for entries which reached an extended short list of 18 songs excluding the eight shortlisted entries.

19. Where more than one person has composed the winning song, the appropriate monetary prize will be shared jointly between the composers/authors of the song. S4C will not be under obligation to offer any other prizes instead of the prizes set out in rule 18 and the prize cannot be exchanged or transferred.
20. The winner of Cân i Gymru 2010 will be selected by a voting system on Cân i Gymru Night. The decision will be made as follows: the votes of the panel of judges on the night will count for 50% of the mark and the total number of votes cast by telephone will constitute the remaining 50%.
21. The result will be announced on the live Programme on 28 February 2010.
22. In the event of any dispute relating to the voting, the result, or any other aspect of the Competition, S4C's decision will be final and binding on all entrants.
23. The winning song will be invited to represent Wales at the Pan Celtic Festival (location and date yet to be confirmed). The composer(s) and author(s) will be responsible for ensuring that the winning entry is performed professionally at the Pan Celtic Festival. It will be a matter for the composer(s) and author(s) of the winning entry to decide who will perform the winning song at the Pan Celtic Festival and to make the necessary arrangements. A contribution of £300 will be made to the successful composer(s) and author(s) to enable him/them to arrange for the song to be performed at the Festival.
24. The Competition is open to anyone except for members of staff of S4C, Avanti and/or any other person or company directly associated with the Competition, the Programme or Cân i Gymru Night.
25. S4C will not be liable if Cân i Gymru Night or the Programme does not take place wholly or partially for reasons beyond S4C's control or if there are technical problems or any circumstances beyond S4C's control which interfere with the Competition, Cân i Gymru Night, the voting or the Programme in any way.

26. Avanti and S4C excludes any liability to the full extent permitted by law for any loss, damage, injury or disappointment suffered by any entrant arising from his or her taking part in Competition, the Programme or occurring to the winner arising from his or her acceptance of the prize.
27. Avanti will only use entrants' personal data for the purpose of administering the competition and will not use such data for any other purpose. Avanti will seek permission to retain contact details from each contestant for the purposes of inviting them to compete in the competition in the future. If this permission is not granted Avanti will destroy all personal data in its possession received as part of Competition entries once the Competition is over. Personal data will be processed in accordance with the provisions of the Data Protection Act 1998 and shall not be shared with any third party without prior consent.
28. Any complaints or queries in relation to the Competition should be addressed to The Pop Factory, Welsh Hills Works, Jenkin Street, Porth, CF39 9PP.
29. This Competition is governed by the laws of England and Wales.
30. This Competition is organised by and the promoter is Avanti at The Pop Factory, Welsh Hills Works, Jenkin Street, Porth, CF39 9PP.