



1. The closing date and time for the Competition is 4th January 2019 at 5pm ('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 [www.s4c.cymru/canigyrmu](http://www.s4c.cymru/canigyrmu) or by telephoning 02920 838140. The CD/MP3 and lyrics may be delivered by hand, by post or electronically. Neither S4C nor Avanti accept 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 should be sent together with a hard copy of the entry form to:

Cân i Gymru 50,

Avanti Media,

36 Cardiff Road,

Llandaf,

Cardiff

CF5 2DR.

The MP3 may be sent together with an electronic copy of the entry form via e-mail to: [canigyrmru@avantimedia.tv](mailto:canigyrmru@avantimedia.tv)

4. The song must be in the Welsh language.

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 available for download or available on commercial cassette or CD before the Closing Date.

7. Any musical style can be used and each composer may submit any number of songs.

8. The production company 'Avanti' will have the right to extend or reduce the length of the song per broadcasting requirements of the competition.

9. The songs must be original to the composer(s) and lyricist(s) and shall not have been previously published or registered with any music rights collection society including PRS, EOS or MCPS. Any breach of this provision shall automatically disqualify the song from the competition. Each composer and lyricist agrees not to register the song with the MCPS until such time as the song shall either have been eliminated from the competition or if the song progresses to the final, until after such time as the Programme shall have been broadcast. The composer(s) and lyricist(s) of the shortlisted songs shall be required to sign a Standard Contract as outlined in Rule 17 below.

10. A panel of judges appointed by Avanti will consider all entries received by the Closing Date and will select a shortlist of eight songs.

11. Avanti will contact the composer(s) and lyricist(s) of the songs shortlisted with their decision by telephone. Avanti will inform the composer(s) and lyricist(s) of the unsuccessful songs (by post / e-mail) after announcing the short list.

12. A representative of S4C and a representative from Avanti, along with the successful composer(s) and author(s) of the lyrics will decide which artist(s) will record the song in the studio and appear on the program *Cân i Gymru*. Avanti the production company retain the right to make a final decision.

13. Avanti the production company will appoint Musical Directors that will produce and co-ordinate the recording and the live performance of the song.

14. The songs on the short list will be performed live during the competition (Cân i Gymru 50) on a date that is yet to be confirmed. Cân i Gymru 50 will be recorded and broadcast live and on demand ('The Programme') on television, and possibly on radio and web.

15. The songs selected to compete in the Cân i Gymru night will be transmitted across all S4C's services and the composer(s) and lyricist(s) must ensure that there is no impediment to such uses. In addition, S4C may (but does not undertake) incorporate the eight selected 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 lyricist(s) must ensure that there is no impediment to the same and that all relevant rights and clearances have been secured.

16. The selected shortlisted songs must not, following the submission of the entries but prior to the Cân i Gymru night, have been performed or played in public nor on the radio, television nor on the web or released on commercial cassette or commercial CD or available to download without Avanti's prior written consent. (This restriction does not apply to songs that are not selected to the shortlist).

17.

(a) It is a fundamental pre-condition of participation in the Competition that the composer(s) and lyricist(s) of each shortlisted song sign the standard contract for the Competition ('the Standard Contract') (a copy of the Standard Contract may be obtained from Avanti).

(b) The Standard Contract shall grant Avanti the right to record and copy the song incorporating the music and lyrics in synchronization with the Programme (and any associated programme) or extract thereof and to exploit the Programme by all means in all media in perpetuity including but not limited by the broadcasting on S4C and making the Programme available through S4C's catch-up services worldwide, in addition to the right to broadcast the song on Radio Cymru without further payment to the composer(s) or lyricist(s). Subject to this grant of rights, copyright in and to the song shall remain the property of the composer(s) and lyricist(s) who shall be entitled to perform or otherwise exploit by any and all means at any time following the first broadcast of the Programme on S4C and register the song with such music collection societies as the composer(s) and lyricist(s) may elect.

(c) Avanti will contact the composer(s) and lyricist(s) of each of the eight songs selected to the shortlist on or before 25th January 2019 and will send copies of the Standard Contract to them at the same time. It is a pre-condition of competing and taking part in Cân i Gymru 50 that the composer(s) and lyricist(s) of each of the shortlisted songs selected to be performed on Cân i Gymru 2019 sign the Standard Contract and return it to Avanti on or before February 1st 2019.

(d) If the composer(s) and lyricist(s) of any song selected for the shortlist to be performed on Cân i Gymru 50 fail or refuse to sign the Standard Contract and return it to Avanti by February 1<sup>st</sup>, 2019, or in any other way be excluded from the competition, Avanti and S4C shall have the right to eliminate their song or songs from the Competition and S4C and Avanti reserve the right to select an alternative 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 lyricist(s) of the replacement song or songs to compete in Cân i Gymru 50 instead, on condition that the composer(s) and lyricist(s) of any song that replaces the eliminated song/s sign the Standard Contract prior to the Cân i Gymru 50.

18. It is a condition of this contract that the composer(s) and lyricist(s) of the eight songs selected to perform on Cân i Gymru 50 agree to be present and to participate in the making of the Programme including but not limited to providing interviews during the recording of the songs in the studios, the Cân i Gymru 50 and being available to film a short profile before Cân i Gymru 50. Please note that there will be a rehearsal of Cân i Gymru 50 on the preceding day.

19. Following the performing of each of the eight shortlisted songs during the live broadcast, the public will be invited to vote on which of the songs they would wish to be crowned 'Can i Gymru 50'. The programme presenters will inform the audience when the votes may be cast.

20. The winner shall be announced during the Programme by the declaration of the percentage of votes cast for each song.

21. The composer(s) and lyricist(s) of the winning 'Can i Gymru 50' song will receive a total monetary prize of £5000.00 (five thousand pounds).

22. The composer(s) and lyricist(s) that come second and third through the percentage of votes cast will receive a monetary prize as follows – 2<sup>nd</sup> - £2000.00

3<sup>rd</sup> - £1000.00

23. Where more than one person has composed and written a winning song, the appropriate monetary prize will be shared jointly between the composer(s) / lyricist(s) of the song. S4C will not be under obligation to offer any other prizes instead of the prizes set out in rules 21 and 22 and the prizes may not be exchanged or transferred.

24. We reserve the right to ask for the permission of a parent/guardian before sending the prize to any winner under the age of 18.

25. By taking part in the competition you agree, confirm and guarantee:

i. that all information provided by you is correct, up-to-date and complete and that you meet all the eligibility criteria for the competition;

ii. that your application and any information provided by you is personal to you;

iii. that your application and all the information you provide and/or distribute to Avanti/S4C do not break any intellectual property rights, privacy rights or any rights belonging to a third part, and that it will not contain any material that is libellous, defamatory, obscene, indecent, disturbing or threatening and

iv. that you have permission to use or show any other persons, content or material that has been included in your application.

26. Avanti/S4C reserve the right to check the eligibility of every applicant to take part in the competition, including the right to ask for written proof of the applicant's age. Avanti/S4C can exclude any applicant who refuses or who does not provide this information when requested or if there is reason to believe that the candidate has broken any of the terms and conditions of the competition.

27. The result will be announced during the live show.

28. 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.

29. The winning 'Can i Gymru 50' song will represent Wales at the Pan Celtic Music Festival. It shall be the responsibility of the winning composer(s) and lyricist(s) to ensure that the winning entry is performed professionally at the festival. Avanti shall contact the winning composer(s) and lyricist(s) to decide on the song's performer(s) at such festival(s) and Avanti shall discuss and consequently be responsible for

booking the travel and accommodation arrangements for such composer(s), lyricist(s) and performer(s) and the financial sum Avanti may contribute towards such costs subject to a maximum of £2,500, depending on the number of composer(s), lyricist(s) and/or performer(s) of the song at the Festival.

30. The Competition is open to anyone other than members of staff of S4C, Avanti and their immediate families and/or any other person or company directly associated with the Competition, the Programme or Cân i Gymru 50

31. S4C will not be liable if Cân i Gymru 50 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 2019, the voting or the Programme in any way.

32. Avanti reserves the right to change or amend the terms of the competition (including eligibility criteria) at its own discretion with or without prior warning (i) in the case of events beyond its reasonable control (ii) to ensure that the competition is conducted fairly and (iii) to ensure adherence to the relevant laws, rules and guidelines.

33. Avanti and S4C exclude 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.

34. By submitting the competition application form you agree that Avant/S4C can process your personal data for the competition's administrative purposes, to make a decision on whether you will be chosen to be a part of the programme and according to the details noted in the [Privacy Notice](#).

35. Any complaints or queries in relation to the Competition should be addressed to Avanti Media, 36 Cardiff Road, Llandaf, Cardiff, CF5 2DR ("Avanti").

36. This Competition is governed by the laws of England and Wales.

37. This Competition is organised by and the promoter is Avanti Media Limited at 36 Cardiff Road, Llandaf, Cardiff, CF5 2DR.