



Gulf County Florida Tourist Development Council Song Contest Terms & Conditions

The Gulf County Tourist Development Council is hosting a first-of-its-kind Song Contest to promote Gulf County tourism. The song chosen will be an anthem for locals and visitors alike. The song will be based on criteria to ensure it follows Gulf County Brand Standards. The contest is free and is open to the first 50 submissions.

Gulf County Brand Standards:

- Promote and preserve Gulf County's natural & cultural identity
- Utilize messaging that promotes respectful & responsible visitation
- Create interest with Adventure Seekers
- Continue to interest Family Travelers
- Balance the quality of life for locals
- Maintain that Gulf County beaches and waterways are the primary attraction

Gulf County Brand Story: Gulf County is designed by nature. We have protected and enjoyed it because we love getting outside to play in the waters, on the shores and in the dirt.

We stand for what's real. Genuine. The beauty that comes from doing what you love. Here everything flows with the current. Being outside comes first and the experience is never the same twice. Gulf County is unexpected, unpretentious and comfortable in our adventurous skin. What you see is what you get – and it's probably nothing you've ever seen before.

In Gulf County we take the time to say hello. We are connected to one another. To our waters. And, to the wildlife we share our lives with. We are practical and have known hardship. Our community is resilient. We know we do better - together. We salute any outdoor warriors who get out to explore. And, we openly share our passion, our bounty and our knowledge with them. We laugh. We still get excited by the spontaneous moment.

We know how lucky we are to live here.

Submission Guidelines: Submissions must comply with the following content guidelines:

- Content must reflect the Gulf County TDC Brand Standards & Story
- Content cannot promote any activities that may appear unsafe or dangerous;
- Content cannot be obscene or offensive, endorse any form of hate or hate group;
- Content cannot defame, misrepresent or contain disparaging remarks about Gulf County TDC, Gulf County Board of County Commission, Contest sponsors and/or its products or other people or companies;
- Content must contain artistic and musical performance value;
- Content cannot contain any material that infringes on the intellectual property rights or other rights of any third party, including, without limitation contractual rights, copyrights, rights of privacy, music and/or lyrics owned or administered by any other person or entity, or contain any personal identification such as license plate numbers, e-mail addresses or street addresses;
- Content cannot contain copyrighted materials owned by others (including recordings, sampling or “scratching” and other works published or used on or in websites, television, movies, or other media);
- Content cannot communicate messages inconsistent with the positive goodwill to which Gulf County TDC wishes to associate; and
- Content cannot depict acts or situations, and cannot itself be, in violation of any law or otherwise.

Gulf County TDC reserves the right to disqualify any Submission (or portion thereof) for any reason, in its sole and absolute discretion, including its determination in their sole discretion that a Submission fails to satisfy any of the above requirements.

Overview: Beginning at 9:00 a.m. Eastern Daylight Time ("EDT") on **August 1, 2022**, through 5:00 p.m. EST (“EST”) on **August 30, 2022**, The Gulf County Tourist Development Council (GCTDC) will accept original songs from eligible songwriters (each, a "Songwriter" and collectively, the "Songwriters"), which will be judged by local music industry professionals and others that are Gulf County Stakeholders. This is a skill-based contest; the element of chance will not be present at any stage of this Contest. One entry per person is allowed.

Who May Participate: The contest is open only to Songwriters/Performers/Singers or Bands up to 4 people etc further called “songwriter” in these Terms and Conditions who are legal residents of the 50 United States or the District of Columbia and 18 years of age or older. A Songwriter submitting a song with multiple co-writers must have all co-writers’ consent to participate in this Contest. For the purpose of this Contest, any co-writer or Songwriter that may be subject to a current agreement with a publishing company, record label or other entertainment-related entity

to render recording or songwriting services that is currently in effect and/or have agreed to provide rights in and to musical compositions or recordings entered to contest to any such company, label or entity at the time of song(s) must have approval or an agreement to enter contest and be able to accept any winnings.

Employees and their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside or those living in the same households, whether or not related) of Gulf County Tourist Development Council (GCTDC). The GCTDC reserves the right to require Songwriters to prove that they are eligible. Void in Maryland, Colorado, Connecticut, Quebec, and where prohibited by law. Contest is subject to all applicable federal, provincial, territorial, state, national and local laws.

How to Participate: Songwriters must submit songs via Sing4GulfCo.com (the "Website") by uploading an mp3 or WAV, or by mailing in a copy of their Song on one (1) audio CD per song entry. You must provide lyric sheets for each entry no matter the way of participation. If you are mailing a CD, mail it to the following address: GCTDC - "Attn: Song Contest" 150 Captain Fred's Place, Port St. Joe, Florida 32456. To submit a Song online, visit the Website and follow the instructions provided and upload your Song and accompanying lyric sheet (all information provided by a Songwriter, including Song and lyric sheet upload shall hereinafter collectively be referred to as the "Submission"). Songs must be in .mp3 or WAV format and no longer than three (3) minutes in length. Submissions should be at least a semi professional recording and of high quality. Incomplete Submissions, including but not limited to those Submissions that do not address the requirements set forth in these Terms and Conditions, may be disqualified at the GCTDC's sole discretion.

By making a Submission, Songwriter hereby grants to GCTDC a fully-paid up and royalty free, irrevocable, perpetual and worldwide license to use and display the Submission on the Website, other sites owned by GCTDC, and third party websites and in other media now or hereafter known, and otherwise use the Submission in accordance with these Terms and Conditions, without compensation of any kind or further notice to or approval from Songwriter or any third party, unless otherwise specified by GCTDC. GCTDC is not responsible for any unauthorized third-party use of any Submission. GCTDC does not guarantee that any Submission made will be posted. Songwriters retain any and all ownership rights they may have in and to the Submissions and GCTDC shall not be deemed to be the owner of such Submissions as a result of these Terms and Conditions. FOR THE AVOIDANCE OF DOUBT, GCTDC WILL NOT USE ANY SUBMISSION FOR ANY COMMERCIAL PURPOSES BUT RATHER ALL USAGE SHALL BE FOR PROMOTIONAL, MARKETING, ADVERTISING AND/OR EDUCATIONAL PURPOSES ONLY. ANY COMMERCIAL USE OF ANY SUBMISSION SHALL BE SUBJECT TO FURTHER AGREEMENT BETWEEN SONGWRITER AND GCTDC AND SHALL REQUIRE BOTH PARTY'S WRITTEN CONSENT.

Submission must be the original work of the Songwriter, and must not infringe upon the copyrights, rights of privacy, publicity, or other intellectual property or other rights of any person

or entity, or be otherwise contrary to applicable laws and regulations. Prior to making a Submission, Songwriter must obtain any and all releases and consents from any and all co-writers, and any songwriter and other parties necessary to permit the use and exhibition of the Submission by GCTDC in the manner set forth in these Terms and Conditions. Songwriter and/or co-writers may not submit more than one song in the contest. GCTDC reserves the right to request proof of these permissions in a form acceptable to GCTDC from any Songwriter at any time and, at its discretion, to disqualify without refund any Submission they determine, in their discretion, fails to satisfy any of the above requirements.

Judging Phase: All eligible Submissions received by GCTDC will be judged by local music industry professionals and Gulf County Stakeholders. Based equally on the criteria outlined in the respective judging forms. Click [HERE](#) for an example Song Category judging form. Participants can be awarded a total score of 440 points based on judging criteria. The song with the highest score will win the contest. In case of a tie, the songs included will be judged again until one (1) song has the highest score.

Finalist Notification: Judges' and GCTDC's decisions are final and binding on all matters relating to this Contest. Potential Finalists will be notified via mail, email, and/or phone and will be required to complete an Affidavit of Eligibility, Liability, and Publicity Release (unless prohibited by law) and any other documents required by GCTDC which must be returned within three (3) business days of the date appearing on Finalist notification. The Finalist notification will be on **September 16th, 2022**. Return of Finalist notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of the GCTDC to contact a potential Finalist within a reasonable time period, or noncompliance with these Terms and Conditions by potential Finalist will result in disqualification at GCTDC's sole discretion, a Runner-Up Finalist may be notified.

Grand Prize Award (1 recipient): The song chosen will be used in a Spring 2023 Marketing Campaign by the GCTDC. The song will be the campaign's main component and will be featured in advertisements, including a music video with the Title of the Song and the Artist on the video. The recipient will also get a be required to debut the song on **October 23rd, 2022** at the Blast on the Bay Songwriters Festival in Gulf County, Florida. Accommodations and travel from Gulf County, Florida will be provided to the winner(s). The GCTDC Spring Campaign will have a media buy of approximately \$60,000.

LICENSE/USE OF WINNING SUBMISSION: By making a Submission, Songwriters (including all band and/or group members comprising Songwriter, if applicable) grant the GCTDC and its designees, assignees and licensees a non-exclusive, worldwide, perpetual, irrevocable, fully paid up and royalty-free, sub-licensable, transferable right to exploit the copyright, **solely for programming, advertising, publicity, promotional and any other non-commercial purposes**, in the recording and the underlying composition thereto and any and all ancillary and subsidiary rights therein in any media now known or hereafter developed, with respect to the Submissions, including without limitation the right to edit, publish, use, adapt, exploit, perform, modify, copy, disseminate or dispose of any Submissions, the compositions embodied therein or any elements thereof (including the names and likenesses of any individuals and any property embodied therein), online (including, without limitation, other sites owned by GCTDC and third party websites), in print, film, television, or in any other media now known or hereafter devised, worldwide in perpetuity, solely for programming, advertising, publicity, promotional and any other non-commercial purposes without compensation, without payment of residuals, costs or fees, and without permission or notification to Songwriter (including all band and/or group members, if applicable) or any third party of any kind, unless otherwise specified by GCTDC, except as prohibited by law. GCTDC is not responsible for any unauthorized third party use of any Submission. GCTDC does not guarantee that any Submission made will be posted. Songwriters retain any and all ownership rights they may have in and to the Submissions.

NATURE OF RELATIONSHIP: Nothing in these Terms and Conditions or any other agreement with Songwriter shall be deemed to create an employment or agency relationship between any of the Released Parties and Songwriter. Songwriter agrees that he/she shall not look to the Released Parties for any compensation, employment, and other benefits. Songwriter hereby acknowledges and agrees that the relationship between Songwriter and GCTDC and any of its designees is not a confidential, fiduciary, or other special relationship and that Songwriter's decision to provide a Submission does not place GCTDC or any of the Released Parties in a position that is any different from the position held by members of the general public.

PUBLICITY RELEASE: Participation in this Contest constitutes permission (except where prohibited by law) to use Songwriter's names, likenesses, voices, performances, award received, photographs, statements and biographical information (all at GCTDC's discretion) for future advertising, publicity, and other purposes relating to this Contest in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission.

RELEASE OF TECHNICAL LIABILITY: Released Parties are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete, delayed or undelivered votes, and Submissions, all of which will be void. Released Parties are also not responsible for problems uploading or downloading any Contest-related information or materials from the Website, any errors or problems associated with uploading Submissions on the Website, or for any other technical malfunctions of electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, phone lines, failure of any Submission to be

received by GCTDC on account of technical problems, traffic, congestion on the internet or the Website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected mail or other communications which may limit Songwriter's ability to participate in this Contest. Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Contest, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Contest, the processing, judging or voting of Submissions, the tabulation and processing of votes, or deletion of any Submissions. GCTDC reserves the right in its sole discretion to extend the deadline for Submissions on a case-by-case basis to address any technical problems.

PERSONAL DATA: Any information collected from the Contest shall be used only in a manner consistent with the consent given by the Songwriter at the time of Submission, with these Terms and Conditions, and with GCTDC's Privacy Policy at www.visitgulf.com, and the Terms of Use, available at www.visitgulf.com (such Privacy Policy and Terms of Use are incorporated herein by reference). Each Songwriter expressly agrees to the use of his/her personal information for such purpose. By participating in the Contest, Songwriters (i) agree to be bound by these Terms and Conditions, including all eligibility requirements, the Privacy Policy and the Terms of Use, and (ii) agree to be bound by the decisions of GCTDC, which are final and binding in all matters relating to this Contest. Failure to comply with these Terms and Conditions may result in disqualification from this Contest.

RELEASE OF LIABILITY: By entering the Contest, Songwriter agrees to release and hold harmless the GCTDC from all claims, liability or damage caused or claimed to be caused, in whole or in part, directly or indirectly, in connection with participation in this Contest, or acceptance or use of any award, the administration of the Contest, the operation of any website (including the Website) or GCTDCs' use of any of the rights granted herein (including any claims arising out of the use of third party content). Released Parties assume no responsibility for the conduct of any Songwriter or the responses of anyone appearing in any Submission.

PROVIDED BY: Gulf County Tourist Development Council, 150 Captain Fred's Place, Port St. Joe, Florida 32456

Gulf County **FLORIDA**