



NATIONAL ENDOWMENT FOR THE ARTS
THE MUSICAL THEATER SONGWRITING CHALLENGE FOR HIGH SCHOOL STUDENTS
2023/24 PARTICIPANT CONSENT FORM

By participating in, and submitting an entry to the 2023/24 Musical Theater Songwriting Challenge for High School Students (the “Songwriting Challenge”), the undersigned student _____, (“Student”) or parent and/or guardian on behalf of their minor child, _____, (“Parent/Guardian”) hereby consents to be bound by the following terms.

1. **Rights to Materials and Other Permissions/Consents.** The Student and, if applicable, Parent/Guardian, grants the National Endowment for the Arts (the “Arts Endowment”), and its assigns, designees, partners, cooperators, contractors and licensees, as applicable, an irrevocable non-exclusive, royalty-free, worldwide license, to use any musical composition, lyric or other text, photograph, digital image, video or audio recording, including drafts thereof (the “Materials”) provided to the Arts Endowment and/or taken by the Arts Endowment its assigns, designees, partners, cooperators, contractors and licensees, as applicable. (“General SC License”). The General SC License is granted regardless of whether the Materials were created, developed, improved or changed at any time before, during or after the course of the Songwriting Challenge, and regardless of the manner by which they were received by the Arts Endowment. The General SC License is comprised not only of the description contained in Section #1 of the 2023/24 Participant Consent Form but also of two specific licenses (1) the Music and Lyrics License and (2) the Performance and Synchronization License that are set forth in Section #2 below.

By participating in the Songwriting Challenge, the Student is not granting any rights in any copyright to the Materials other than the General SC License and any other license set forth in this 2023/24 Participant Consent Form.

Nothing herein shall restrict the Student’s ability to enter into other commercial agreements for the performance of or the sale and distribution of the Material to any third parties; provided that the Student does not sign any agreement, grant any license or undertake any obligations that conflict with any agreement that they have entered into with the Arts Endowment, and its assigns, designees, partners, cooperators, contractors, and licensees, as applicable, regarding the Materials.

The Student and/or Parent/Guardian may not use any Arts Endowment trademarks and/or logos, whether registered or unregistered, or reference the Songwriter Challenge without the prior written approval from the Arts Endowment.

2. **Music Rights.** As to any musical Materials submitted to the Arts Endowment by Student and/or Parent/Guardian, the Student and/or Parent/Guardian hereby consents to grant to the Arts Endowment and its assigns, designees, partners, cooperators, contractors and licensees, as applicable, the following rights for non-commercial uses, including promotional and/or educational purposes, in perpetuity:

- a. **Music and Lyrics.** The Student and/or Parent/Guardian hereby consents to grant to the Arts Endowment, and its assigns, designees, partners, cooperators, contractors, and licensees, as applicable, an irrevocable, non-exclusive, royalty-free, world-wide license to record and reproduce in perpetuity, in part or in whole, the lyrics and musical compositions contained in the Materials (the “Music and Lyrics License”).
- b. **Performance and Synchronization.** The Student and/or Parent/Guardian hereby consents to grant to the Arts Endowment, and its assigns, designees, partners, cooperators, contractors and licensees, as applicable, a non-exclusive, royalty-free, world-wide license to copy, reproduce, perform, edit and loop recordings of the Material, or any portion thereof, in part or in whole in perpetuity (the “Performance and Synchronization License”). The Performance and Synchronization License includes the rights to any such use in timed relation to audiovisual images on film or video, online or elsewhere.

The Music and Lyrics License and the Performance and Synchronization License are two specific licenses granted as part of the General SC License.

3. **Likeness and Publicity.** The Student and/or Parent/Guardian hereby consents to grant to the Arts Endowment, and its assigns, designees, partners, cooperators, contractors, and licensees, as applicable, permission to use the Student’s name, image or likeness in connection with the Songwriting Challenge, including but not limited to the following (“Media”):

- a. Material from the Arts Endowment’s own sound recording, video recording, photograph or digital image of the Student (including such material created or recorded by the Arts Endowment and its assigns, designees, partners, cooperators, contractors and licensees, as applicable), and
- b. Any media, including but not limited to audio, video, photographs or digital images, provided to the Art Endowment and its assigns, designees, partners, cooperators, contractors and licensees, as applicable.

4. **Permitted Uses.** The Student and/or Parent/Guardian agrees that the Arts Endowment may use, or authorize its assigns, designees, partners, cooperators, contractors and licensees to use, all or portions of the Materials or Media only for non-commercial, promotional or educational purposes in any medium of presentation or distribution, whether such a medium exists today or is developed in the future. The Arts Endowment may make appropriate changes to the Materials and Media to adapt the Materials and Media for use in any particular medium.

5. **Representations.** The Student and/or Parent/Guardian hereby represent and warrant that the Student is the sole and exclusive author of the Materials, including both music composition and lyrics, the sole and exclusive owner of all rights granted herein, and has the full legal right, power, and authority to grant the licenses specified herein.

The Student understands that the Songwriting Challenge concerns original songwriting of music and lyrics, and further understands and agrees that if any individual or entity other than the Student has a claim to the music and/or lyrics submitted under this 2023/24 Participant Consent Form, that the Student will be considered ineligible to participate in the Songwriting Challenge notwithstanding any other eligibility or contest terms. In addition, original songwriting of music and lyrics must be based on original material, stories, plots and/or characters. In limited cases, and solely at the discretion of the Arts Endowment, public domain stories, plots, characters and other such materials may be the basis of original songwriting of music and lyrics, provided that the Arts Endowment will only consider granting eligibility to an adaptation of public domain material if the lyrics are entirely original and written by the student.

6. **Student Eligibility.** The Student and/or Parent/Guardian certify that the Student meets all of the eligibility requirements of the Songwriting Challenge as described in the Student Eligibility section of Songwriting Challenge competition rules (located at www.arts.gov/Songwriting). As stated in the rules, to be eligible all students are required to:

- Submit only one application.
- Be 2023-2024 matriculated high school students in grades 9-12. High school equivalent homeschooled students are eligible to apply.
- If under 18, have permission from their parent or guardian by providing their parent or legal guardian's signature and other requested information, which indicates agreement and consent to the terms and conditions herein.
- Relatives of those working for the Arts Endowment, local partners and national partners (The National Alliance for Musical Theatre, Concord Theatricals, and Disney Theatrical Group) may not compete past the local/state level.

7. **Waiver.** The Student and Parent/Guardian recognize that consent to the 2023/24 Participant Consent Form conveys worldwide rights by the Student and Parent/Guardian to the Arts Endowment for the Arts Endowment's assigns, designees, partners, cooperators, contractors and licensees, as applicable. Both the Student and the Parent/Guardian release the Arts Endowment, and its assigns, designees, partners, cooperators, contractors and licensees, as applicable from any and all claims and demands arising out of or in connection with the use of the Materials or Media.

8. **Official Rules and Judging.** The Arts Endowment reserves the right in its sole discretion to extend or modify the dates of the Songwriting Challenge, and to amend the terms set forth in the competition rules. Songwriting Challenge competition rules will be posted at www.arts.gov/Songwriting. The Arts Endowment reserves the authority to cancel, suspend, and/or modify the Songwriting Challenge, or any part of it, if any fraud, or any other factor beyond the Arts Endowment's reasonable control impairs the integrity or proper functioning of the Songwriting Challenge, as determined by the Arts Endowment in its sole discretion.

It is the policy of the Arts Endowment that the Songwriting Challenge is intended for an audience of high school students. Materials may not include any discriminatory, gruesome, obscene, profane, threatening, and/or violent content and/or language. The determination as to whether a participant submission to the Songwriting Challenge contains such content shall be made in the sole discretion of the Arts Endowment, which shall determine what appropriate action might be taken, including but not limited to disqualification from the Songwriting Challenge. The Arts Endowment reserves the right to take appropriate actions, in its sole discretion, in instances where submissions go beyond the boundaries of artistic merit and contain and/or constitute criminal activity and/or immediate threats of violence to individuals and/or communities.

The selection of the winner of the Songwriting Challenge, and general Songwriting Challenge selection procedure/criteria are decided at the sole discretion of the Arts Endowment. The Arts Endowment may take any appropriate action, including disqualification of any participant at any time in the Songwriting Challenge, with or without notification, in the event the Songwriting Challenge competition rules are not followed. By participating in the Songwriting Challenge, the Student and Parent/Guardian acknowledge and agree to the terms set forth in the Songwriting Challenge competition rules and to all decisions of the Arts Endowment, the judges of the Songwriting Challenge, and/or all of the Arts Endowment's respective agents, which are final and binding in all respects.

9. **Nature of Contest.** The Arts Endowment welcomes all applications regardless of content or viewpoint, so long as the Materials and any content underlying the Materials are appropriate for a high school audience. Such determinations are made at the sole discretion of the Arts Endowment.

10. **Verification of Winners.** All potential winners are subject to verification by the Arts Endowment, whose decisions are final and binding in all matters related to the Songwriting Challenge.

The Student and Parent/Guardian certify that they have had an opportunity to consult with counsel on the terms presented herein.

By signing below, the Student and Parent/Guardian understand that neither Student nor Parent/Guardian are giving up any copyright or performance rights that they may hold in the Materials.

By signing under "Signature of Parent/Guardian," the Parent/Guardian certifies that they are the parent or legal guardian of the Student, and has the right to agree to and be bound by the above, and that the Student has signed separately under "Signature of Student."

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The information contained herein is accepted and agreed to by:

Signature of Parent or Legal Guardian

Signature of Student

Print Name of Parent or Legal Guardian

Print Name of Student

Date

Phone

Address, City, State, Zip Code

E-mail