# REGULATIONS on International Children Music TV Competition "Vo Ves Golos!"

These Regulations set forth procedures for holding the international children music TV competition "Vo Ves Golos!" (Top Voice!)

#### **DEFINITIONS**

**Competition** – means the international children music TV competition "Vo Ves Golos!" As used herein, the terms "Competition" and "Project" have the same meaning.

Main Organizer – means Regional Non-Governmental Children Support Charity Foundation "Children Help Children" (principal state registration number (OGRN) 1097799012167).

Main Organizer's Address: 115114, Moscow, Derbenevskaya Street, 20, building 10, entrance 3. Competition Website: http://vovesgolos.tv/

**Regional Organizer** means a physical person or legal entity which acts on behalf of the Main Organizer and carries out such activities as receipt of applications, video and audio materials, arranges initial selection of Competitors and forms teams.

The Regional Organizer is appointed by the Main Organizer; it enters into an agreement with the Main Organizer and acts on behalf of the Main Organizer on a specific territory.

**Aspirant** – means a physical person at the age of 13 - 17, being a citizen of one of the member states of the Commonwealth of Independent States (CIS) or Baltic States (or other counties if the Main Organizer makes such a decision), who declared their intent to participate in the Competition by submitting an application for participation in the Competition.

**Competitor** – means an Aspirant who at the Main Organizer's absolute discretion and on the basis of objective criteria is selected by the Main Organizer to participate in the final part of the Competition. **Competition Participant** – means an Aspirant and/or Competitor.

**Program** – means an audiovisual work titled "Vo Ves Golos", each episode of which shall correspond to one competition day of the final part of the Competition and in the final episode of which winners of the Competition will be decided.

# GOALS AND PURPOSES OF THE COMPETITION

Goals of the Competition include promotion of all aspects of creative development of young performers from CIS member states and Baltic States (or other countries if decided by the Main Organizer), search for new talented musicians and performers, assistance in their improvement of their professional skills and performance culture and wide promotion of music in national languages. Establishment of an annual youth forum provides creative teams and solo performers of various genres and styles with opportunities to share their creative success, improve mutual understanding and establish friendly relations between children and young people from different countries.

The Competition provides talented teenagers the opportunity to assert themselves. In addition, an important goal is sharing experience and skills between leaders of musical bands.

#### 1. GENERAL PROVISIONS

- 1.1. The International Children Music TV Competition "Vo Ves Golos!" (the "Competition" is a TV project based on a competition between young performers from various CIS member states and Baltic States (or other countries if decided by the Main Organizer)
- 1.2. The Competition shall be held in order to unite talented children from different countries, develop their vocal and performing skills, assist in development of children and youth vocal art culture and introduction band leaders and children with new trends and tendencies in vocal and variety art.

#### 2. COMPETITION PROCEDURES AND PERIOD

The Competition consists of three phases:

- 2.1. First Phase (from 16.11.2018 through 01.06.2019) receipt of application for participation in the Competition and selection of Competitors based on results of review of the applications.
- 2.2. Second Phase (from 01.06.2019 through 01.09.2019) preparation of competition performances/works by the Competitors for the final part of the Competition.
- 2.3. Third (final) Phase (from 15.09.2019 through 30.09.2019, Moscow, the Russian Federation) holding a competition among participating teams and selecting winners in the following nominations: "Best Male Vocalist", "Best Female Vocalist", "Best Vocal Band" and the best team. Filming of the Program (five (5) episodes).
- 2.4. Each Participant of the Competition agrees to follow instructions and recommendations of the Main Organizer.
- 2.5. An Aspirant is entitled to participate in the process of selection of Competitors and a Competitor is entitled to participate in the Competition only subject to written consent of their parents and/or other legal representatives. Each Participant (his/her Legal Representative) shall sign and deliver to the Main Organizer the following documents:
- a) with respect to Aspirants an application for participation in the Competition (questionnaire and other materials) (to be signed by the Aspirant's Legal Representative and by the Aspirant himself/herself if he or she is 16 or more years old);
- 6) with respect to Competitors an agreement for provision of services and assignment of rights in connection with participation of the Competitor in the Competition (to be signed by the Competitor's Legal Representative and by the Competitor himself/herself if he or she is 16 or more years old). Such an agreement is made with the Main Organizer;
- 2.6. Signature by the Participant (his or her Legal Representative) and receipt by the Main Organizers of the documents mentioned in clause 2.5 above are mandatory conditions precedent for granting the Participant the right to participate in the Competition.
- 2.7. Filming of the final part (third phase) of the Competition shall be carried out by the Main Organizer or by a third party on its behalf in Moscow (the Russian Federation) in the period from 15.09.2019 through 30.09.2019. The Main Organizer of the Competition shall conduct filming of the Program including for the purpose of further over-the-air/cable broadcast of the Program. Start and end dates of the filming period for the third phase of the Competition may be changed by decision of the Main Organizer, provided that such

changed dates shall be published on the Competition Website.

- 2.8. The TV version of the Competition shall be broadcast on a TV channel to be selected by the Main Organizer at its sole discretion. The number of episodes shall be five (5). The name of the TV channel and dates of over-the-air/cable broadcast shall be additionally provided on the Competition Website.
- 2.9. Primary language: Russian
- 2.9.1. The Competition shall be held among the Competitors from the following CIS member states and Baltic States (or other countries upon decision of the Main Organizer):
- Azerbaijan;
- Armenia;
- Belorussia;
- German;
- Israel;
- Kazakhstan;
- Russia;
- Tajikistan;
- Uzbekistan

The Main Organizer may invite Participants from other countries by publishing the respective notice on the Competition Website. Rules and procedures for selection of Participants from other countries not listed in this clause above shall be set out by the Main Organizer at its sole discretion.

2.9.2. After reviewing applications from the Aspirants, the Main Organizer shall select the Competitors and form teams which will compete to win in the final part of the Competition. The number of the teams will be equal to the number of participating countries.

Each Competitor team includes:

- solo performer (girl);
- solo performer (boy);
- band (duet, trio or quartet).

Each team shall have one or more coaches which are famous show business persons (renowned musicians, actors, composers, producers) from the home country of the respective team. The coaches will help the Participants to prepare their competitive performances, fulfill tasks under the project, hold master classes and take active participation in creative activities of teenagers within the scope of the project. All team coaches will be judges in the final part of the Competition.

#### 3. PARTICIPATION CONDITIONS

- 3.1. An Aspirant will be allowed to participate in the Competition if he or she:
- is a physical person at the age of from 13 to 17 and a citizen of any of the CIS member states or Baltic States (or other countries at the Main Organizer's sole discretion).
- has a valid identity document;

- agrees to make available, upon request from the Organizer of the Competition and/or any other person authorized by the Organizer, his or her identity document to representatives of the Organizer of the Competition and/or to other persons authorized by the Organizer, including but not limited to for the purpose of taking copies of pages of such a document;
- whishes to be a Competitor;
- acts personally on his or her own behalf, voluntarily and independently;
- with respect to participation in the Competition, certifies and confirms that he or she is aware of and agree with these Rules and shall comply with them and agrees that any personal data voluntarily provided by him or her may be used by the Organizer of the Competition at its sole discretion.
- is not an employee (member) of any of the Organizers, a representative or family member of any employee (member) or representative of the Organizers, an employee of a legal entity or a sole proprietor which contribute to preparation and holding of the Competition.
- has a right to receive information about the Competition in accordance with these Rules;
- is not entitled to transfer and/or otherwise assign to any third party his or her rights related to participation in the Competition;

# The Legal Representative of a Participant of the Competition:

- accepts all risks related to liability for and consequences of participation in the Competition;
- agrees to execute necessary documents to ensure participation of the Participant in the Competition, including but not limited to payment of the applicable registration fee (as established in Annex 3 to these Rules);
- agrees to comply with the applicable Russian laws, including but not limited to in respect of intellectual property, and grant the Main Organizer rights to exploit audio or video records of the Participant's participation in the Competition (included in materials attached to the questionnaire), images of the Participant and statements of the Participant of the Campaign made during any interview, by any means not prohibited by and not inconsistent with applicable laws, including but not limited to by the means provided for in articles 1270, 1317 and 1324 of the Civil Code of the Russian Federation (hereinafter the "Russian Civil Code");
- agrees to provide true and accurate information about him/her and about the Participant of the Competition, including in the cases and according to the procedures established in these Rules;
- agrees to adhere to these Rules;
- is not entitled to transfer and/or otherwise assign to a third party his or her rights related to participation in the Competition;
- bears all costs and expenses related to obtaining a visa (if necessary);
- gives the Organizer his or her consent to process all personal data provided by the Participant of the Competition by any means allowed by applicable Russian laws in order to allow the Organizer to fulfill its obligation in respect of holding the Competition as required by these Rules and applicable Russian laws, for a period necessary for fulfillment of such obligations;

- 3.2. Any person who fails to meet the requirements set forth in clause 3.1 of these Rules shall not be considered as a Participant of the Competition even if he or she has performed actions required by this section of the Rules.
- 3.3. In order to participate in the Competition, the Regional Organizer or the Aspirant (his or her Legal Representative) shall submit an electronic application to the Main Organizer's email address: <a href="mail@music-academy.tv">mail@music-academy.tv</a>. Such an application shall include:
- 1) Questionnaire (Annex 2) which indicates the surname, the first name and the patronymic of the Aspirant, the date, the month and the year of birth, place of residence and information on the musical work, as well as full names and details of the Legal Representatives.
- 2) Copy of the birth certificate (scanned copy) or any other identity document.
- 3) Video record of a song in mov, avi or mp4 format with the Aspirant's live performance of the song indicated in the questionnaire.
- 4) Photographs of the Aspirant in his or her on-stage outfit (close up shot and wide shot) as electronic files in bmp or jpg format.
- 3.4. Materials provided as part of the application for participation in the Competitions shall not be returned to the Aspirant or to his or her Legal Representative and may be used by the Organizers to the extent necessary for holding the Competition and ensuring the Participant's participation in the Competition, including but not limited to by the means provided for in articles 1270, 1317 and 1324 of the Russian Civil Code.
- 3.5. Each team shall have an attendant who will have powers of attorney from the Legal Representatives and be responsible for health / safety of the children outside the Program filming process and outside the Program filming location.

# 4. COMPETITION JUDGES and SCORES IN THE FINAL PART OF THE COMPETITION

4.1. The Competitors (each team) shall prepare musical performances for the Competition under supervision of their coaches. In the final part of the Competition, Judges of the Competition shall rate the musical performances of the Competitors. The board of Judges of the Competition shall include one coach from each term participating in the Competition and other persons invited by the Main Organizer. The chairperson of the judges shall be a representative of the Main Organizer of the Competition.

After all teams have completed each task during competition days, each Judge shall rate the teams by giving each of them a score from 1 to 9 (the maximum score is equal to the number of the teams participating in the Competition). Scores of the Competitors of each team shall be summed up. The winner of the Competition shall be a team that has the highest score according to results of all competition days during the final part (third phase) of the Competition. The Judges shall also select winners of the Competition among the Competitors in the following nominations: Best Male Vocalist, Best Female Vocalist and Best Vocal Band.

- 4.2. A list of Judges shall be approved by the Main Organizer for each day of competition. The Main Organizer shall reject any claims regarding the composition of any list of the Judges of the Competition.
- 4.3. The Chairperson of the Judges of the Competition is Lina Arifulina.

4.4. The Judges shall exercise their functions according to the principle of equality of all the Judges. The professional panel of Judges shall make decisions by voting and execute them in writing. In the case that any Competitors receive an equal number of votes, the final decision in favor of a certain Competitor shall be made by the Chairperson of the Judges.

The following criteria are used to rate the Competitors:

- Demonstration of musical and vocal talents (for vocalist(s));
- Artistic impression;
- Scenic impersonation;
- Adequacy of the song to the vocalist(s)'s voice(s);
- Musical instrument playing skills (for other participants of bands);
- Demonstration of other creative talents.

Decisions on winners of the Competitions shall not be reconsidered or cancelled.

4.5. The Main Organizer shall be entitled to establish a prize for winners of the Competition, of which it shall give an advance notice to the Participants. In such a case Participants of the Competition shall at their own expense pay all taxes and other applicable mandatory charges which may be required by Russian laws in connection with receipt of the prize.

# 5. PROCEDURES for giving notices to Participants of the Competition

- 5.1. An offer for participation in the Competition with a reference to these Rules and other information about the procedures for holding the Competition shall be published (made available) by the Organizer on the Competition Website and (at the Competition organizer's sole discretion) on any mass media or on any Internet website.
- 5.2. The Organizer may at its sole discretion use any of the following means of communication to provide the Contestants with information on participation in the Competition:
- 5.2.1. publication of a list of Participants of the Competition with indication of the first name and the surname of each Participant on the Competition Website;
- 5.2.2. contacting Competitors by phone or email using phone numbers and email addresses provided by the Competitors in their questionnaires;
- 5.2.3. other methods.
- 5.5. The Organizer shall not be liable for failure to deliver respective correspondence due to a fault of the respective mail/courier service.

# 6. RIGHTS AND OBLIGATIONS OF PARTICIPANTS

- 6.1. Each Participant shall be entitled to receive information about the Competition in the amount and according to the procedure established in these Rules.
- 6.2. Each Competitor shall have a right to receive prized according to these Rules if such prized are established by the Main Organizer for winners of the final part of the Competition.
- 6.3. Before taking part in the Competition, each Participant shall carefully read these Rules and other documents referred to herein.
- 6.4. Each Participant shall adhere to these Rules of the Competition.
- 6.5. Each Competitor shall enter into an agreement with the Main Organizer according to clause 2.5 of these Rules and pay the applicable registration fee for participation in the final part of the Competition.
- 6.6. Information to be provided by Participants to the Organizers according to these Rules shall be true and accurate.
- 6.7. Each Participant shall inform the Organizer of any change in information provided to the Organizer by the Participant (i.e. place of residence, phone numbers, etc.).
- 6.8. Each Participant shall be liable for:

- 6.8.1. Breach of these Rules of the Competition.
- 6.8.2. Provision of inaccurate and/or incomplete information it his or her questionnaire and in the process of the Competition.

#### 7. RIGHTS AND OBLIGATIONS OF THE MAIN ORGANIZER

- 7.1. The Main Organizer and/or a third party acting on its behalf shall hold the Competition and award prizes (if any) to winners of the Competition.
- 7.2. The Main Organizer and/or a third party acting on its behalf shall have a right to collect and process personal data of the Participant for the purpose of identification of the Participants of the Competition.
- 7.3. The Main Organizer shall bear no responsibility or obligations in respect of quality of the prizes (if any).
- 7.4. The Main Organizer and/or a third party acting on its behalf shall not be liable for any use by any third parties of any performances/works presented at the competition.
- 7.5. The Main Organizer and/or a third party acting on its behalf shall have a right to not declare reasons for selection of certain Competitors in the process of the Competition.
- 7.6. The Organizer shall have a right to disqualify a Participant if the latter fails at any phase of the Competition to meet any requirements set out in these Rules. A notice of disqualification shall be delivered to the respective Participant by any of the following means: by email, by registered mail or by publishing the notice on the Competition Website. The Organizer shall choose a method of giving the notice at its sole discretion.
- 7.7. The Organizer shall be entitled to amend the Rules or cancel the Competition by publishing the respective information on the Competition Website at least three (3) days before such changes become effective.
- 7.8. The Main Organizer agrees to pay the following costs and expenses of each Participant (and one attendant for each team):
  - travel to Moscow and back to the place of residence;
  - accommodation and meals for a period required to finish filming the Program;
- 7.9. The Main Organizer and/or a third party acting on its behalf shall be entitled to exercise other rights that may be provided for by these Rules.

# 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Each Competitor agrees to assign the Main Organizer (or a third party authorized by the Organizer) for free the full exclusive right to each performance presented during the Competition for exploitation worldwide throughout the entire period of validity of copyright and neighboring rights (according to clause 1281, 1318 and 1327 of the Russian Civil Code) by any means allowed by clauses 1270, 1317 and 1324 of the Russian Civil Code. The Competitor consents to separate use of audio and/or video materials of his or her performances.
- 8.2. The Main Organizer of the Competition shall have priority rights to enter into agreements with each Competitor for exploitation of elements of each performance, including but not limited to exploitation of musical works created by the Competitor, worldwide and throughout the entire validity period of copyright and neighboring rights (according to clauses 1281, 1318 and 1327 of the Russian Civil Code) by any means allowed by clauses 1270, 1317, 1324 of the Russian Civil Code, separately from such performances and as part of such performances according to terms and conditions to be specified by the Main Organizer (or a third party authorized by the Main Organizer). The agreement mentioned in this clause of the Rules shall include a mandatory provision granting the Main Organizer a right to license the rights assigned under such an agreement to any third parties with the right of further sublicensing to other third parties.

- 8.3. Each Competitor consents to use each of his or her performances without a reference to the Participant's name and without a reference to names and stage names of authors and performers of musical works and persons who contributed to creation of performances used for creation of each of the performances and made a part of each of the performances (anonymous use) and warrants that he or she has obtained such consents from all persons contributed to creation and setting of each performance and persons whose works were included in each performance of the Competitor.
- 8.4. Each Competitor consents to making modifications, cuts and additions to recordings of each of his or her performances, to adding illustrations, prefaces, afterword, comments or any explanations to recordings of each of his or her performances in connection with using thereof.
- 8.5. Each Competitor warrants that he or she is the sole owner of rights to each performance to be presented at the Competition and each work included into each performance, and further guarantees that no copyright or any other rights of any third parties were violated in connection with creation of each of his or her performances.
- 8.6. In the event that any claims are made or any actions are initiated against the Main Organizer in connection with its use of any performance hereunder, the respective Competitor shall be the sole defendant in such claims and actions and the Main Organizer shall bear no liability in respect thereof. In such a case the Competitor shall indemnify the Main Organizer for any losses incurred in connection with such claims or actions.
- 8.8. Exclusive rights to use recordings of each performance shall be transferred to the Main Organizer (or a third party authorized by the Main Organizer) upon completion of the respective performance by the Competition.

#### 9. MISCELLANEOUS

- 9.1. By participating in the Competition, each Participant:
  - Confirms that he or she is aware of and agrees with these Rules of the Competition;
  - Gives the Organizer consent to use, including but not limited to for advertising in any mass media, information provided by the Participant, including his or her personal data (surname, name, region of residence), information about prizes, pictures of the Participant, copyright items or neighboring rights items created by the Participant independently or in cooperation with other persons and submitted for the Competition, without obtaining prior consent from the Participant or giving a prior notice to the Participant and without payment of any remuneration for such use.
- 9.2. Decisions of the Organizer on all matters related to holding the Competition and results of the Competitions are final and binding to all Participants of the Competition.

Any Annexes to these Regulations are deemed to be an integral part thereof.

Annex 1- Criteria for Selection of Competitors

Annex 2- Aspirant Questionnaire

Annex 3- Registration Fee Payment Procedure

#### **CRITERIA**

# for selection of Competitors of the International Children Musical TV Competition "Vo Ves Golos!"

The Main Organizer of the Competition shall select the Competitors from among the Aspirants at its absolute discretion. The Competitors shall be selected on the basis of objective criteria, including but not limited to the following.

- 1. A Participant must have musical and vocal talents (clear voicing, ability to perfectly sing a melody, feel of the rhythm, harmonic skills: ability to build triads and chords, a-capella (without accompaniment) singing skills, quick memorization of the tune).
- 2. A Participant must have specific charm, prominent individuality and charismatic look.
- 3. Those participants who have already performed on stage in some projects, participated in TV programs and/or won any vocal competition will have a significant advantage.
- 4. Ability to sing to a live orchestra, namely:
  - a) ability to improvise and lack of fear of improvisation;
  - b) no fear and panic in the case of an insignificant increase or decrease of the pace;
  - c) different sounding;
  - d) possible change of the orchestration and style of the song compared to its original version.

# QUESTIONNAIRE for participation in casting for the International Children Musical TV Competition "Vo Ves Golos!"

Country, city	
Evil name of the Dartisinant	
Full name of the Participant	
Date of birth	
Date of birth	
Age	
Contact phone number	
Contact phone manager	
Address and email	
Full names of the parents	
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Song (please specify the name,	
the authors and the performer	
of the song)	

#### **Registration Fee Payment Procedure**

Each Competitor (his or her Legal Representative) is required to pay the applicable registration fee. In the event that a Competitor fails to pay the registration fee in full within the period established by the Main Organizer, the Competitor shall not be allowed to participate in the final part of the Competition. A Competitor who failed to pay the registration fee shall be replaced by the Main Organizer by one of the Aspirants.

The registration fee covers expenses of the Main Organizer for acquisition of the right of use of musical works (with or without lyrics) to be performed by the Competitors in the final part of the Competition and other costs related to holding the competition.

The method and period of payment shall be specified in the agreement for participation in the Competition, mentioned in clause 2.5 of the Rules.

The amount of the registration fee shall be as follows:

- for individual performers 50,000 Russian rubles;
- for bands (teams) 100,000 Russian rubles (the sum of the fee shall be distributed pro rata among all members of the band). If any band member fails to pay his or her part of the fee the other members of the band may assume the obligation to pay the missing part of the fee. In the event that a band fails to pay the full amount of the registration fee the Main Organizer shall be entitled to not allow that band to participate in the final part of the Competition.

If a Competitor refuses to participate in the final part of the Competition, the registration fee paid by that Competitor shall not be refunded.