

# GINA

## 2017 Songwriter Contest

[www.411GINA.org](http://www.411GINA.org)

GINA for Missing Persons FOUNDation is a Registered 501 (C) (3) Nonprofit Organization

**Contest runs from June 15 through September 15, 2017**

### Contest Rules, Terms and Conditions

1. 2017 GINA Songwriter Contest (referred to as the Contest or GINA) is owned by Gina FOUNDation for Missing Persons, Inc. a 501c(3) non-profit Corporation based in California ([www.411GINA.org](http://www.411GINA.org)).
2. 2017 Gina Songwriter Contest is open to all amateur and professional songwriters and anyone regardless of nationality or origin. There are no age limits to qualify for entry into the contest.
3. YouTube Specific:
  - A) YouTube is not a sponsor and is not liable for this contest
  - B) All entries must wholly compliant and consistent with and must abide by the following YouTube items:
    - a. Community Guidelines [www.youtube.com/yt/policyandsafety/communityguidelines.html](http://www.youtube.com/yt/policyandsafety/communityguidelines.html)  
(Appendix A)
    - b. Terms of Service [www.youtube.com/static?gl=US&template=terms](http://www.youtube.com/static?gl=US&template=terms)
    - c. Privacy Policy [www.google.com/intl/en/policies/privacy/](http://www.google.com/intl/en/policies/privacy/)
  - C) You may not pay a third party or parties to manipulate metrics on the YouTube Service, including numbers of views, likes, dislikes, or subscribers such that those metrics fail to reflect genuine user engagement with the YouTube Service. Indications of this will result in the entry being removed from the contest.
4. Employees, Directors, officers, volunteer staff of GINA Songwriter Contest/Gina FOUNDation for Missing Persons, Inc., its sponsors, affiliates, as well as the immediate family (spouse, domestic partner, significant other great-grandparents, grandparents, parents, siblings brothers, sisters, children, grandchildren, and great-grandchildren of the same members/spouses, and children) and household members (any person living in the same household of any of the foregoing for at least four (4) of the twelve (12) months preceding the start of the Contest) of each such employee are not eligible. The Contest is subject to all applicable federal, state, provincial and local laws and regulations. If it is found that a person who does not meet the eligibility criteria set forth in these Official Rules has submitted an entry, that entry will be deemed ineligible and any prize awarded to such entrant shall be revoked. Void where prohibited by law
5. **Agreement to Official Rules:** Entry and participation in this Contest constitutes entrant's full and unconditional agreement (and permission of an entrant under the "age of majority" in his/her state or country of residence (a "Minor") to enter and participate in this Contest constitutes such Minor's parent/legal guardian's full and unconditional agreement on behalf of themselves and the Minor entrant)

to abide by these Official Rules and accept the decisions of the Contest, its judges and/or its agents as final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. In addition, this contest is VOID WHERE PROHIBITED or restricted by any Country, Federal, State or Local law.

6. **General Conditions:** The Contest reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by Contest in its sole discretion. If terminated the Contest may, in its sole discretion, determine the winners from among all non-suspect, eligible submissions received up to time of such action using the judging procedure outlined below. The Contest reserves the right, in its sole discretion, to disqualify persons whose eligibility is in question or who cannot or do not comply with these Official Rules, or for any other reason whatsoever. The Contest, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the submission process or the operation of the Contest or to be acting in violation of these Official Rules or those of any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, The Contest reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. The Contest's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. All decisions of The Contest on all matters relating to this Contest are final.
7. Entrant agrees to not hack, look for or use loop holes, cheat or otherwise "game" the system to acquire additional views or votes. Doing so, or evidence of doing so, is not in the spirit of the 2017 GINA Songwriter Contest. As noted in #5 above, entry will be immediately removed from the contest without further discussion.
8. Any and all submissions must be original compositions and the sole work of the creator(s) listed. All entries must not be in violation of any copyright laws, trademarks, intellectual property rights or basic ethical standards of amateur or professional songwriting. Any entry found to be in violation of the above or proven to be plagiarized in any way will be immediately disqualified. Furthermore, the 2017 GINA Songwriter Contest shall in no way be held liable for any such legal action that results from unlawful or restricted submissions.
9. All rights to submitted songs and lyrics are retained by their creator(s) and/or entrants. GINA will not reproduce any submission for the purposes of sale and does not claim any ownership or rights to any entry whatsoever. You remain the owner of your work.
10. The use of your entry by GINA or its sponsors does not and will not infringe or violate any rights of any third party or entity, including, without limitation, patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights
11. All contestants agree to allow their song(s) to be featured the GINA FOUNDation web pages/website. This will be for marketing and promotional purposes only and no songs will ever be sold by GINA.
12. Once the submission process is completed and the entry is finalized no refunds for the entry fee, if any, will be given. (2017 Contest has no entry fee at this time but donations are appreciated).

13. Be sure your song or lyrics are perfect upon submission. No revisions or alterations to the entry will be accepted once the contestant has completed the submission process.
14. GINA reserves the right to extend entry deadlines and/or change submission fees (if any) and make any necessary changes, postponements or cancellations in event scheduling. Individual entry fees are final upon registration and payment.
15. GINA will directly notify finalists and winners only. Finalists and winners will be informed via email or phone. **GINA is not responsible for any Federal, State or Local Taxes or international customs costs.** Prizes will be issued to winners within 30-days of the Awards Show.
16. Entrant acknowledges that all songs entered may be distributed and posted on the 2017 GINA Songwriter Contest YouTube channel website where they will be judged by the public. They may also be included on the Contest Finalist CD offered for donations only.
17. GINA contest rules for points, as shown below, will be used as a guide to select the finalists. Additional Wild Card finalist(s) will be chosen by the 2017 GINA Songwriter Contest staff, Gina judges and/or Gina FOUNDation Board of Directors. 2017 GINA Songwriter Contest staff and/or Gina judges will be selecting the final winners, and entrant agrees to release, indemnify, and hold GINA, its sponsors, and judges harmless for all liability, damages, or claims for injury or loss to any person or property relating to, in whole or in part, directly or indirectly, participation in GINA. This applies to those performing at the final
18. The 2017 GINA Songwriter Contest volunteers, staff and the Gina FOUNDation for Missing Persons Board of Directors and judges have sole decision making capacity in this and all decisions related to this contest and their decision(s) **are considered final** and not appealable in any way.
19. By entering the 2017 GINA Songwriter Contest, entrant and/or their parents or legal guardian (if such entrant is a minor) agree to accept and be bound by the decisions of 2017 GINA Songwriter Contest volunteers, staff and the Gina FOUNDation for Missing Persons Board of Directors and its judges which are final and binding in all matters. Entrant agrees to be bound by all these Terms & Conditions and Rules And Regulations. These rules may be updated during the contest as needed.

## **Song Submission:**

Submit your song(s) in any category or style. Songs do NOT have to be about missing people.

1. Each artist is limited to one song entry with MP3s and support form/files for each entry.
2. **Please use ONLINE Entry if possible!** Your entry and all supporting materials can be easily uploaded via our online entry form or sent on a CD/DVD/Flash Drive (will not be returned).
3. Submissions to be accepted, each entry **must include** the following 6- or 7-items for each song entry:
  - 1) **A completed Entry Form (paper or online form)**
  - 2) All entries submitted must be original songs and shall not infringe any copyrights or any other rights of any third parties. Songs may have multiple co-writers, but only one name should be designated on the entry form. Entrant shall, by entering, indemnify and hold GINA harmless from and against any claims inconsistent with the foregoing.
  - 3) Entries may be submitted through our online submission process (as noted below) or post-marked via mail on or before their respective entry deadlines.
  - 4) There are no age limits to qualify for entry into the contest except for entrants who are minors in their country. **Minors must submit GINA permission formed signed by their legal guardian to enter.** Form is available online.
  - 5) **A Clear Recording of Your Song (MP3 only).** *(online submittals are limited 2- MB in size)*
  - 6) Contestants must perform their own material on their submitted entry/entries\*\*
  - 7) **Lyric Sheet**
    - Lyric sheets must be included
    - Must be clearly type-written or print legibly.
    - Include ALL lyrics
    - Due to the nature of our Non--Profit and the people we serve, no songs with profanity, violence or inappropriate content will be accepted  
Include English translation, if applicable,
    - Do not send sheet music with your entry.
4. **Photo Image.** Include a clear photo image of contestant or band in a jpeg (.jpg) format file
5. **Bio.** Consisting of two (2) sentences about you, your work, the song and/or the group. A carefully worded Bio helps make your song interesting to the viewer/listener!
6. **Signature.** Paper entries submitted by mail must be signed or will not be accepted. Your signature or online entry/payment indicates that you acknowledge and agree with **Contest Rules and Terms & Conditions.**
7. **Document file formats accepted:** Adobe PDF (.pdf), MS Word (.doc), Wordpad (.rtf) or text (.txt).

## **CONTEST FEES AND ENTRY DEADLINES**

Contest runs from **June 15, 2017 – September 15, 2017 11:59 PM** Pacific Daylight Time (PDT)

The GINA online system will accept entries up to and through SEPTEMBER 15, 2017 by 11:59 PM (PDT)

If entries are mailed in, they must be postmarked by 9/15/Finalists will be notified via email.

Votes will be tallied on September 30, 2017 at Midnight (12:00 AM) PDT.

*Winners will be notified within 72 hours of final tally.*

## Finalists

- **Promotion of your entry:**

Entrants are not required to promote their YouTube song/video, but every view enhances their chances of getting into the Finals and another chance for the featured missing person to be found.

- **Top Ten(10) Contestants Will Be Determined By YouTube Channel Popular Vote:**

- 1-point per VIEW (multiplied by the average view time of all views for your entry to prevent scamming)
- 5-points per Vote Thumbs up (requires voter to be logged onto their YouTube account)
- Voters can vote (thumbs up) or view for more than one song  
Please "View" the entire song if you wish the video to get 100% of the 1-point.
- The Top Ten viewed Entrants are asked to be Finalists in Hollywood. In the likelihood a Top Ten Finalist cannot attend, the next most-viewed Entrant will be asked to attend.
- Entrants are responsible for their own housing, food, and transportation to the Finals to be held in Hollywood, California on November 4, 2017 at Kulak's Woodshed.

- **Wildcard Finalist(s)**

- Any Contestant could be chosen as a **Wild Card Finalist** based on their amazing song entry. These finalist(s) will be chosen by the GINA Songwriter Contest Team, GINA Board of Directors and/or industry panel of judges.

- **Top Three Finalists:** 2017 GINA Songwriter Contest Finale scores will be tallied by volunteers independent from the Music Industry Panel of Judges. >

- An industry panel of judges who have been generous with volunteering their time will choose the Top Three Finalists.

Tally of the votes will be supervised by GINA FOUNDation Executive Director a Director from the GINA FOUNDation Board of Directors or someone selected by the Executive Director or Board of Directors as necessary.

- Prizes have been donated by our generous sponsors. Please consider using their services in the future.

## ViRAGO Award Winner\*

All Gina Songwriter Contest Contestants will also be considered for the **ViRAGO Award**. This award goes to the 2017 GINA Artist or Contestant that makes an exemplary effort to go above and beyond to create programs, events, social media and more in gaining attention for missing persons. The **ViRAGO Award** winner does not have to enter the **GINA Songwriter Contest**.

*\*The **ViRAGO Award** Winner will be chosen by Athe GINA Board of Directors.*

# ***Appendix A***

## ***YouTube Community Guidelines***

As of 07/20/17

For updated versions, if any: [www.youtube.com/yt/policyandsafety/communityguidelines.html](http://www.youtube.com/yt/policyandsafety/communityguidelines.html)

### **Respect the YouTube community**

We're not asking for the kind of respect reserved for nuns, the elderly, and brain surgeons. Just don't abuse the site. Every cool, new community feature on YouTube involves a certain level of trust. We trust you to be responsible, and millions of users respect that trust. Please be one of them.

### **Don't cross the line**

Here are some common-sense rules that'll help you steer clear of trouble. Please take these rules seriously and take them to heart. Don't try to look for loopholes or try to lawyer your way around the guidelines—just understand them and try to respect the spirit in which they were created.

### **Nudity or sexual content**

YouTube is not for pornography or sexually explicit content. If this describes your video, even if it's a video of yourself, don't post it on YouTube. Also, be advised that we work closely with law enforcement and we report child exploitation. [Learn more](#)

### **Harmful or dangerous content**

Don't post videos that encourage others to do things that might cause them to get badly hurt, especially kids. Videos showing such harmful or dangerous acts may get age-restricted or removed depending on their severity. [Learn more](#)

### **Violent or graphic content**

It's not okay to post violent or gory content that's primarily intended to be shocking, sensational, or disrespectful. If posting graphic content in a news or documentary context, please be mindful to provide enough information to help people understand what's going on in the video. Don't encourage others to commit specific acts of violence. [Learn more](#)

### **Copyright**

Respect copyright. Only upload videos that you made or that you're authorized to use. This means don't upload videos you didn't make, or use content in your videos that someone else owns the copyright to, such as music tracks, snippets of copyrighted programs, or videos made by other users, without necessary authorizations. Visit our [Copyright Center](#) for more information.

## **Hateful content**

Our products are platforms for free expression. But we don't support content that promotes or condones violence against individuals or groups based on race or ethnic origin, religion, disability, gender, age, nationality, veteran status, or sexual orientation/gender identity, or whose primary purpose is inciting hatred on the basis of these core characteristics. This can be a delicate balancing act, but if the primary purpose is to attack a protected group, the content crosses the line. [Learn more](#)

## **Copyright**

Respect copyright. Only upload videos that you made or that you're authorized to use. This means don't upload videos you didn't make, or use content in your videos that someone else owns the copyright to, such as music tracks, snippets of copyrighted programs, or videos made by other users, without necessary authorizations. Visit our [Copyright Center](#) for more information.

## **Spam, misleading metadata, and scams**

Everyone hates spam. Don't create misleading descriptions, tags, titles, or thumbnails in order to increase views. It's not okay to post large amounts of untargeted, unwanted or repetitive content, including comments and private messages. [Learn more](#)