

Official Rules

Terms and Conditions

1. NAME OF THE COMPETITION

The Contest is ran under the name « VANCOUVER VOCAL CONTEST », abbreviated as VVC in those Official Rules.

2. AGREEMENT TO RULES

By participating, the Contestant (« You ») agree to be fully unconditionally bound by these Rules, and represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of VVC as final and binding as it relates to the content of this competition.

3. COMPETITION PERIOD

Entries for the VVC will be accepted online for the first round starting on the 8th of March 2019, at 9AM PST and ending on the 31st of May 2019 at 11:59 PM PST.

All entries must be received by the 31st of May 2019 at 11:59 PM PST.

The Contestants accepted for the 2nd round will have to send their song between the 7th of June, 9 AM PST and the 30th of June 2019, 11:59PM PST.

The 15 contestants that will be chosen for the final round will have to come to Vancouver to compete. The precise closing date of the Contest will be precisely after the nomination of the winner during the summer of 2019. The closing date of the Contest will be on the Final day, day that will be chosen and given as soon as known.

4. SPONSORS

The Sponsors of the VVC are:

- Blue Light Studio, located at 1839 Franklin Street, V5L1P9 Vancouver BC, CANADA
- Top Shelf Mixing and Mastering, online company, for which the office is located at 1839 Franklin Street, V5L1P9 Vancouver, BC, CANADA.

5. ORGANISER'S ADDRESS

The organiser's address is 121 Rue Tour Buffel, 34070 Montpellier FRANCE.

6. ELIGIBILITY

The VVC is only open to legal residents of all provinces of Canada, except Quebec, and is void where prohibited.

The VVC is open only to those who sign up with the entry form provided on the website of the organiser (<http://www.florigounelle.com/en/Enter-now/>) and who are the age of majority in their province of residency by the 30th of May 2019. The minors Contestants who are at least 16 years old can enter only with a written authorisation from a legal representative that can be sent after the application at vc@florigounelle.com. If this authorisation is not received, the application will not be taken in account. The Contestants selected for the 3rd round will have to prove their age with a valid ID on the day of the Final.

7. SONG REQUIREMENTS

The song must be a cover. Original songs are not accepted. The video must last between 1 and 5 minutes. The video has to be started by stating the name and age of the Contestant. The Contestant can sing a capella or using an instrument or instrumental track. He or she can be accompanied by one musician or more.

8. HOW TO ENTER AND NUMBER OF ENTRIES

The Contest must be entered by submitting an entry using the online form provided on the website of the organiser (<http://www.florigounelle.com/en/Enter-now/>).

The entry must fulfil all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the Official Rules specifications may be disqualified at the sole discretion of VVC.

The entry will only be taken in account after paying the fee of \$10 CAD. You may enter only once. You may not enter more than once by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. You must provide the information requested. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of VVC.

9. CONDUCT OF THE CONTEST

The VVC will be processed in 3 rounds.

During the 1st round (8th of March - 30th of May), the Contestants can apply online via this form <http://www.florigounelle.com/en/Enter-now/> by sending a video of themselves singing. 50 Contestants will be selected and only those will get to participate to the 2nd round.

During the second round (7th of June - 30th of June), the 50 selected Contestants will send another video of themselves singing a second song, via a link that will be given to them on the 7th of June. The 2nd round is free and no fee will be asked to keep going on the contest. 15 Contestants will be selected to make it to the Final (3rd round) that will take place in Vancouver during the summer.

During the Final, 15 Contestants will sing a 3rd song in front of the jury. The 15 final Contestants will be in charge of their travel expenses, food expenses, and accommodation expenses, if any. No refund on those expenses will be given in any way.

More details concerning the conduct of the 3rd round will be given during the contest.

For each entry, Contestants will have feedback on their voice and get personalised tips to develop it. These tips will be given before the 21st of September 2019.

10. JUDGES

The jury will be composed of at least two members, including Florie Gounelle, organiser of the VVC. More informations about the members of the jury will come out during the contest.

The judges will be fair and impartial. Exchanges the Contestants might have with them before the Final in order to enhance their chance of winning will not be tolerated. Exchanges the Contestants will have with members of the jury before the Final will not enhance their chance of winning.

Decisions made will be final.

11. PRIZES

The prizes will be distributed after the Final of the Contest and the hours of vocal lessons will have to be given before the 30th of June 2020, depending on the winners' and Florie Gounelle's schedules. The winners and her will have to decide together the schedule of their hours of coaching.

The value of the prizes are the actual fees decided by Blue Light Studio and Top Shelf Mixing and Mastering (Sponsors), and relate to the area of Vancouver, BC, Canada.

The value of the hours of coaching is calculated with the actual change rate of Euros to Canadian Dollars (1 Euro equals 1.52 Canadian Dollar on the day those rules are written, the 7th of March 2019), knowing that one hour of coaching with Florie Gounelle costs 32 Euros in France, on the day those rules are written.

Actual/appraised value may differ at time of prize award.

The prizes are nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner.

No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted.

Acceptance of prize constitutes permission for VVC to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

GRAND PRIZE (1st place)

The Winner of the contest will get 5 hours of recording time at Blue Light Studio, in their « Studio A » (approximate value: \$350 CAD).

The Winner will have the song recorded, or one of the songs recorded with Blue Light Studio, mixed and mastered by Top Shelf Mixing and Mastering (approximate value: \$300 CAD for the mixing and \$60 CAD for the mastering).

The Winner will be coached by and have his/her song(s) prepared with Florie Gounelle, vocal instructor, before the recording time offered (the approximate value will depend on the number of hours needed, knowing that the value of one hour is \$48,50 CAD, on the day those rules are written).

The Winner will get 3 hours (1 hour + 1 hour + 1 hour) of class with Florie Gounelle. Those classes may be given in person in Vancouver during the summer or via Skype after the official ending of the Contest. Choice of face to face or online lessons will be decided regarding the Winner's and Florie Gounelle's schedules. It will also depend on the odds of finding a place

where to give a decent class, with a piano and in a private space (approximate value: \$145,50 CAD).

Total approximate value of the 1st place's prizes: \$855,50 CAD + the hours of vocal preparation before the recording valued at \$48,50 CAD each.

SECONDARY PRIZE (2nd place)

The Contestant winning the 2nd prize will get 5 hours (1 hour + 1 hour + 1 hour + 1 hour + 1 hour) of class with Florie Gounelle. Those classes may be given in person in Vancouver during the summer or via Skype after the official ending of the Contest. Choice of face to face or online lessons will be decided regarding the winner's and Florie Gounelle's schedules. It will also depend on the odds of finding a place where to give a decent class, with a piano and in a private space.

Approximate value: \$242,50 CAD.

THIRD PRIZE (3rd place)

The Contestant winning the 3rd prize will get 3 hours (1 hour + 1 hour + 1 hour) of class with Florie Gounelle. Those classes may be given in person in Vancouver during the summer or via Skype after the official ending of the Contest. Choice of face to face or online lessons will be decided regarding the winner's and Florie Gounelle's schedules. It will also depend on the odds of finding a place where to give a decent class, with a piano and in a private space.

Approximate value: \$145,50 CAD

The Winners must be at least 16 years or older. If the Winners are not major in their province of residency before or on the 30th of May 2019, they must provide a written letter from a legal representative to claim the prize.

Otherwise, the prize will go to the Contestant who's next on the ranking, who will have to meet the same requirements, and so on.

The Winner must be present for the hours of coaching before the recording time with Florie Gounelle during her stay in Canada, otherwise this coaching will be done later via Skype.

The scheduling of the time and date of the recording session will be done between the Winner and Blue Light Studio.

12. WINNERS SELECTION AND NOTIFICATION

Contestants who make it to the 2nd and the 3rd round will be selected by Florie Gounelle, on their sole talent and on the quality of their singing on the video they submitted.

The 50 contestants that make it to the 2nd round will be notified via the email address they gave on the **7th of June**.

The 15 contestants that make it to the 3rd round will be notified via the email address they gave on the **4th of July**.

The Winner of the 3rd round of the VVC will be selected by the judges after the performance of the 15 final Contestants.

The jury will also select the Contestants for the 2nd and 3rd places.

To select the 3 first places, the jury will take into account the technique of the Contestants, but also their ability to move people and their artistry. Criteria for judging will be most importantly voice quality and overall vocal talent. Additionally, judges will consider clarity of voice, diction, musicianship, musicality and expression, communication, presentation, and the performing personality of the singer.

VVC shall have no liability for Contestants' failure to receive notices due to spam, junk e-mail or other security settings or for Contestants' provision of incorrect or otherwise non-functioning contact information. If Contestants cannot be contacted, are ineligible, or fail to timely return a completed and executed declaration and release as required, the prizes or selection for the next round may be forfeited and an alternate Contestant selected.

Receipt by Winners of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNERS (AT VVC'S SOLE DISCRETION) WILL RESULT IN WINNERS DISQUALIFICATION AS WINNERS OF THE CONTEST, AND ALL PRIVILEGES AS WINNERS WILL BE IMMEDIATELY TERMINATED.

13. ODDS OF WINNING

As the VVC is a skill contest, the odds of winning depend on the talent of the contestants and on the number of eligible entries received.

14. NO PURCHASE

No purchase is required to compete. The Contestant just need to send his or her video and pay the entry fee of \$10 CAD.

15. PRIVACY POLICY AND RIGHTS GRANTED BY YOU

Contestant will abide by all applicable laws including privacy policies. The use of entry information from Contestants will only be used for the purpose of the Contest administration.

By entering the VVC, You give permission regarding use of any user-generated content (UGC) you create.

By entering the VVC, You understand and agree that the VVC, anyone acting on behalf of VVC, and VVC's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You may be disqualified at the sole discretion of VVC. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless VVC and Florie Gounelle from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which VVC or Florie Gounelle may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

The VVC can refuse to give their prizes to the Winners if they don't meet the eligibility requirements and/or lied about them.

16. TERMS AND CONDITIONS

VVC reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond VVC's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, VVC may select the Winners from all eligible entries received prior to and/or after (if appropriate) the action taken by VVC. VVC reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Official Rules or Terms and Conditions. VVC has the right, in its sole discretion, to maintain the integrity of the Contest, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in

excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, VVC reserves the right to seek damages to the fullest extent permitted by law.

17. LIMITATION OF LIABILITY

By entering, You agree to release and hold harmless VVC and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

By entering, You adhere to the fact that Florie Gounelle will not be liable for any personal injury that can happen to Contestants or their companions during the Contest.

18. DISPUTES

This Contest IS GOVERNED BY THE LAWS OF CANADA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in British Columbia having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.

19. PRIVACY POLICY

Information submitted with an entry is subject to the Privacy Policy stated on those Official Rules and Terms and Conditions.

20. WINNERS LIST

To obtain a copy of the Winners names or a copy of these Official Rules, mail your request to gounelleflorie@gmail.com

Requests must be received no later than 21st of September 2019, 9AM PST.

21. MISCELLANEOUS

This promotion is in no way sponsored, endorsed or administered by or associated with Facebook

Entries fouled by technical difficulties will not be taken in account if you don't contact us to inform us via vvc@floriegounelle.com

The 3rd round of the contest, that has to happen in Vancouver, will be cancelled if there is any problem with the Visa of Florie Gounelle, French organiser of the VVC and if she can't enter the country during the summer, period in which the 3rd round is planned. If she can't enter the country for any reason, the 3rd round might be delayed, cancelled, or done online like the other rounds.

If Florie Gounelle has the cancel the trip to Canada for any reason, the 3rd round of the contest might be delayed, cancelled, or done online like the other rounds.

We are not responsible for unforeseen events that will prevent the contest from happening.

By checking here, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.