



Season 5 Audition/Participation Terms and Conditions (the "Rules")

Introduction

The Sing That Thing! music series (the "Series") is produced by the WGBH Educational Foundation ("WGBH"), located at One Guest Street, Boston, MA 02135. By auditioning and participating, each Participant accepts and agrees to be bound by these Rules. Failure to comply with these rules may result in disqualification.

Sing That Thing! is a television series produced by WGBH that is intended to showcase the depth, variety, and talent of the best choirs in New England, in a contemporary production that will reveal the passion, vitality, educational value, civic benefits and timeless appeal of the choral experience.

As a showcase for a deliberately broad range of singing styles and repertory, Sing That Thing! will have three main categories: High School, College, and Adult groups, comprising of a minimum of 6 to a maximum of 65 members. Choirs will be evaluated not only on such traditional metrics as Intonation, Rhythm, Blend, Diction, and Dynamics, but also on such factors as Complexity, Versatility, Originality, Stagecraft, and Audience Appeal.

Selected choirs will perform before a panel made up of music, theatre, and entertainment professionals. The top groups who make the grand finale - High School, College and Adult - will receive a \$1,500 honorarium in recognition of the additional time, effort and expense for returning for an additional taping day.

PRE-PRODUCTION SCHEDULE

- December 16, 2018 All entries due (must have a video link).
- Audition videos can be accompanied by piano only and it should be at least 50% ensemble singing.
- First week in January 2018 Participating groups will be contacted and taping schedule assigned.
- The more we know about your performance, the better you will look and sound on TV. By Monday, January 14, participants need to send to the production team the following:
 - Sheet music/lyrics for 2 performances (rounds 1, 2

(finale)). Music selections need to be approved by production team.

- A recording of your performance is required.
- Photo of wardrobe selection.
- List of alternates.
- Names of 4 group's representatives who will be interviewed.

PRODUCTION SCHEDULE

Production will take place (assuming no inclement weather):

ROUND #1: Sing Your Thing!

- Thursday, February 7
- Friday, February 8
- Saturday, February 9

Each of the selected 18 singing groups will be assigned a 2.5-hour block on 1 of the 3 days listed above that will include warm-ups, interviews, and performance in front of the television cameras. Groups participating in the finale will be notified on Saturday, February 9 by 8pm.

ROUND #2: THE FINALE

- Sunday, February 10
- Back-up: Monday, February 11 (only if a previous day is cancelled)

Four groups, one from each category and a wild card, will participate in the finale. **Groups will be assigned a 3.5**hour block that will include warm-ups, interviews, and performance in front of the television cameras. During this episode an Overall winner will be determined.

Please check our website www.singthatthing.org for more details.

Participation in the Series is open to choirs from around New England who meet the eligibility requirements set forth herein. To be considered, choirs must upload/send to WGBH and/or provide links to a third-party video-sharing site (such as YouTube or Vimeo) a recent, representative performance by the ensemble.

1. Participation & Eligibility Requirements

In order to participate in the Series, the following requirements must be met:

- a. Choirs must be based in any one of the following New England states: Massachusetts, Rhode Island, Maine, Connecticut, New Hampshire, and Vermont.
- **b.** Each member of the choir (a "Participant") must be a legal U.S. citizen, or a permanent U.S. resident. Foreign students must have a valid non-immigrant visa to participate.
- **c.** A Participant may only sing in one choir registered for the STT! competition.
- **d.** Employees, officers, directors, and trustees and their immediate family members (spouses, parents, siblings, children and each of their respective spouses, regardless of where they reside) of WGBH are not eligible to participate in a choir or to become a Participant.

2. Application Submission Process

a. Categories

Choirs may elect to compete in **one** of the following three categories:

I. HIGH SCHOOL-AGE CHOIRS

No member shall be younger than 14, older than 19 or have graduated from high school on or before January 1, 2019. Current enrollment in school is not required. The choir must have at least 6 and no more than 65 singers. If selected, Participants will be asked to present a form of valid photo identification at the time of taping. For any member under the age of 18 a parent or legal guardian must sign a consent form allowing the minor to participate in the Series.

II. COLLEGE CHOIRS

As of January 1, 2019 each member of the choir must be actively enrolled in an accredited college or university. The choir must have at least 6 and no more than 65 singers. If selected, each member must present a valid and current college/university ID and a government-issued photo ID at the time of taping.

III. ADULT CHOIRS

Open to all community, church, and academic choirs with at least 6 and no more than 65 singers. All participants must be 18 years of age or older as of January 1, 2019. If selected, each member must present a valid governmentissued photo ID at the time of taping.

b. Accompanists

No acoustic instruments, solo mics (except as approved by WGBH), background tracks, amplification and/or any sort of electronic processing of voices will be permitted. If your singing group requires a piano, please contact our STT! Production team.

c. Alternates

Upon submission, each choir with 17 or more participants may include up to six (6) alternate performers; groups with under 17 participants may include up to four (4) alternate performers.

3. How to Apply: Video Submission and Application Procedure

- a. The <u>Audition Submission Form</u> and Audition Video (collectively, the "Submission"), recorded on any device (smartphone, tablet or video camera), must be submitted by an individual at least eighteen (18) years of age (the "Submitter"). The Submitter must have the permission of all persons and entities involved with the Submission in order to complete the application.
- **b.** Choirs may only enter in one category at a time, and individual members may only compete in one choir. If selected, the names of each member of your choir including alternates must be provided to *Sing That Thing!* by Monday, January 14, 2019.
- c. Only one Submission per choir please! Please make sure your choir's Audition Submission Form is as complete and as thorough as possible. Incomplete submissions may be disqualified. All Submissions become the property of WGBH and will not be returned. Proof of entry of a Submission will not be deemed to be proof of receipt by WGBH. WGBH is not responsible for lost, late, misdirected, or incomplete Submissions. WGBH is not responsible for any change of mailing address, email address, and/or telephone number of Submitters.
- d. To be considered, email your video to singthatthing@wgbh.org and/or provide links to a third-

party video-sharing site (such as YouTube, Box or Vimeo) of a recent, representative performance by the ensemble. The Audition Video may be in any musical genre, including but not limited to classical, jazz, Broadway, folk, hip hop, rap, a cappella, and world music and can be recorded on any device (smartphone, tablet or video camera).

While you retain ownership of the copyright of the Audition Video, by submitting it, you grant to WGBH the nonexclusive rights to: (a) use the Audition Video, in whole or in part, for any purpose whatsoever, including in programs or the promotion of WGBH, the STT! Series and its distributors and/or funders on all current or future platforms; and (b) exhibit, distribute, market, advertise, promote, license and sell any work containing the Audition Video, in whole or in part, throughout the world, in perpetuity.

- e. The entire Audition Video, including the musical performances, may be up to five (5) minutes in length. If an Audition Video is longer than five (5) minutes, then only the first five (5) minutes will be considered. The performance must have been done in one take, without benefit of any editing. The recording must have been made on or after January 1, 2018. Choirs are not permitted to use any kind of amplification or other electronic enhancement on their Audition Video.
- **f.** An uploaded Audition Video must comply with all Terms of Service for the web site where they are posted (e.g., youtube.com, vimeo.com, box, wgbh.org).
- g. Video submissions may not contain content that violates any third-party rights, including intellectual property rights or have aspects that the WGBH Educational Foundation, in its sole discretion, deems inappropriate. In addition, Participants agree not to upload, post or transmit any materials which contain any computer viruses, Easter eggs, worms, Trojan Horses or other harmful component or programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Any attempt to deliberately damage any web site or undermine the operation of the Series is a violation of criminal and civil laws, and WGBH reserves the right to seek damages from any person who makes such attempt(s).

- h. The content of any submission shall not violate any law or be otherwise offensive. WGBH reserves the right to reject any submission that is offensive to or disparaging of individuals, groups, or entities, or that is not in keeping with WGBH's image as a public broadcaster.
- i. If selected, choirs and Participants are responsible for all expenses relating to their participation in the Series, including but not limited to transportation costs, gratuities and other items of an incidental nature.
- j. Submissions will be accepted beginning at 11:59 am Eastern Daylight Time on October 1, 2018, and ending at 11:59 pm Eastern Daylight Time on Sunday, December 16, 2018, unless otherwise extended.
- **k.** Selected Choirs will be notified on a "rolling admission" basis, with final notifications likely issued in January 2019.
- 1. Each of the 18 choirs invited to participate in the Series will have their "Sing That Thing!" video posted on the www.singthatthing.org website and/or the Sing That Thing! YouTube channel.

4. Series Taping Procedures

Sing That Thing! will take place in three stages (each, a "Round", collectively, the "Rounds" or the "Competition"). In order to participate in the Series, each Choir must make itself available to participate in each of the designated taping dates for the Three Rounds:

Round I: "Sing Your Thing!"

18 groups will be invited to the first round of tapings at the WGBH Studios in February 2019. WGBH will select the date and time of each performance, while endeavoring to accommodate choir commitments with WGBH's taping production schedule.

Tapings will begin at around 4:00pm and finish at approximately 10:30pm each day, with each choir allotted taping time in our studios. Each choir will be given an opportunity to warm-up.

For Round #1, each invited choir should come prepared to perform 1:45-2:00 minutes of music. It will be at the Choir's discretion whether to perform a complete work, a

medley or an excerpt of a larger work, but never should the allotted on-camera performance time exceed 2:00 minutes. Producers must receive the group's music selection (music sheet) by January 14, 2019.

Our sound engineers will place four (4) hanging microphones over the choir and four (4) standing microphones in front of the choir. Vocal percussionists will be given a handheld microphone. Soloist should stand in the front row and step up to the nearest microphone when singing solo.

Choirs will perform before a panel of live coaches, who will offer brief guidance and feedback. A formal audience may be present during this round.

Camera crews will record rehearsals and interviews with selected groups and their members.

After the last performance, the coaches and executive producers will determine which of the choirs will move on to the next round. A finalist per choir category and a wild card will be selected to continue in the tapings. Choirs selected for the "Finale" will be contacted on Saturday, February 9, 2019.

Round II: "FINALE"

Category finalists and a wild card group will return (Sunday, February 10, 2019) to tape the final episode. Choirs should prepare another 2:00 minute selection — which must be approved by producers — that they will be asked to perform if they are chosen for "FINALE." An overall winner will be selected. Backup day, February 11, 2019.

5. A Notice about Tapings

By entering a taping location, each person grants WGBH the rights to:

- a. make still photos and audiovisual recordings of you and minors in your charge; and
- **b.** use those photos and recordings, in whole or in part, with or without your name and biographical details (and the name(s) and biographical details of minors in your charge), in the Series, or other projects (collectively, the "Projects"), and their related materials. On all current and future platforms WGBH may exhibit, distribute, market, advertise, promote and sell the Projects and all related

materials, and authorize others to do so, in all forms of media now known or subsequently developed, throughout the world in perpetuity, including, without limitation, television, radio, DVDs (and their packaging), and the Internet and the advertising and promotion of the Projects, their distributors, funders and WGBH.

You release WGBH and its designees from any claims that you and/or any minors in your charge have or may have relating to the photos, recordings, Projects, and related materials referred to above.

- 6. Sing That Thing! Recognition: In addition to being featured in the popular series, "Sing That Thing!," with all the bragging rights entailed, the top group will receive a trophy.
- 7. Taxes: All federal, state and/or local income and other taxes associated with an honorarium, if any, are the sole responsibility of the applicable Submitter. WGBH will report any individual payments over \$600 in a one-year period to the Internal Revenue Service. Each Submitter for the choirs receiving an honorarium will receive a 1099 form from WGBH if WGBH reports any honorarium to the Internal Revenue Service.

8. Judging Criteria

Choirs will be judged not only on such traditional metrics as Intonation, Rhythm, Blend, Diction, and Dynamics, but also on such factors as Complexity, Versatility, Originality, Stagecraft, and Audience Appeal.

Technique (20%)

Diction, Rhythm, Vocal Blend, Complexity, Cohesion

Sound (20%)

Tone Quality, Harmony, Intonation, Breath Control, Dynamics

Style (20%)

Appropriate Interpretation of Music, Phrasing, Tempo

Repertoire (20%)

Versatility, Interpretation of the Music, Level of Challenge

Showmanship (20%)

Presence, Staging, Overall Presentation, Audience Appeal

- 9. Further Documentation: Participants will be required to fill out, sign and agree to terms and conditions to implement the terms and conditions described herein, including without limitation a Combination

 Appearance/Materials Permission and Release and Confidentiality Agreement.
- 10. Confidentiality: All Participants, as well as those involved in the production (including audience members) shall keep information pertaining to the Competition and Series confidential and may not disclose to any third party the contents of the program(s) of the Series or results of the Competition until after the broadcast of the last Program in the Series. In the event that a Participant has breached the confidentiality of the Series, the Participant acknowledges that WGBH may be entitled to incidental, consequential, and/or special damages, including costs and expenses incurred in enforcing the terms of these Rules and in producing the Competition and Series; and further acknowledges that damages may not be adequate relief and that WGBH is entitled to seek injunctive or other equitable relief in addition to any other claim it may have.
- 11. WGBH's Discretion: Enforcement of these Rules will be at WGBH's sole discretion. The breach of any Rule (or the breach of any agreement or representation) by a Participant, may, in WGBH's sole discretion, result in that Participant's and/or Choir's expulsion from the production or dismissal from the Series. All decisions regarding the Series are at WGBH's sole discretion and are final. Any ambiguity, inconsistency or conflict in these Rules will be resolved by WGBH at its sole discretion.
- 12. Changes to Rules: WGBH reserves the right in its sole discretion to change or modify the Rules at any point for any reason during the Series including, without limitation, at any point during the tapings. All decisions regarding the Series are at WGBH's sole discretion and are final. WGBH may, but need not, make reasonable efforts to inform the Participants uniformly of any such change(s) or modification(s); however, notice is not required for any rule change to be effective. Rule changes need not be in writing to be effective.
- 13. Compliance with the Rules and the Law: All Participants must abide by the Rules and obey all applicable local,

state and federal laws, regulations, and ordinances. In the event that any provision of the Rules conflicts with any applicable law, the provision shall be considered null and Participants shall abide by applicable law. Participants accept full responsibility for their behavior in every instance.

- 14. Logos and Trademarks: Choirs and Participants may choose their own wardrobe so long as it is appropriate for a program to be broadcast on public television, as determined by WGBH's sole discretion, but they may not wear or use any visible logos or trademarks, except as permitted by WGBH.
- 15. Sponsorship/Endorsements: Participants may not refer to or utilize any product or service with which they have a material financial connection unless that connection has been disclosed in advance to WGBH, and WGBH has approved in writing the reference to or use of that product or service. In addition, no Participant may accept or agree to accept, directly or indirectly, any money, service or other valuable consideration for the inclusion of any matter in material intended for broadcast in the Series unless WGBH has approved the arrangement in advance and in writing.
- 16. Emergencies: In case of a medical or other emergency, WGBH may, but need not, use reasonable efforts to accommodate a Participant's personal needs so that, where possible, his or her place in the tapings will not be forfeited or jeopardized. WGBH also has discretion to discontinue a Participant's participation in the tapings in the event that the Participant's personal circumstances make it impractical for him or her to continue to participate, or for any other reason. In the event that the WGBH chooses to accommodate a Participant facing an emergency, other Participants must comply with the WGBH's reasonable direction regarding such accommodations.
- 17. Producer Not Liable/Participants to Defend Producer: By auditioning and participating this Series, each Participant forever discharges, releases, and holds harmless WGBH and each of its parent companies, subsidiaries, affiliates, and each of its directors, officers, employees, and agents (the "Released Parties") from any and all liability, claims, losses, damages, causes of action, suits, and demands of any kind arising from or

in connection with the Series, however caused, or the acceptance and use of any prize.

In addition, Participants and their representatives, successors and assigns hereby absolutely, unconditionally and forever release and discharge the Released Parties, along with all other persons and entities connected with the tapings and Series, from any and all claims, actions, causes of action, proceedings, suits, awards, judgments, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or by reason of, the exercise of any of the rights granted to WGBH under these Rules, including without limitation claims arising from the use of the Audition Video and any subsequent tapings.

NOTWITHSTANDING ANY OTHER PROVISION IN THESE RULES TO THE CONTRARY, WGBH SHALL NOT BE LIABLE TO ANY PARTICIPANT FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES OR DAMAGES TO OR LOSS OF PERSONAL PROPERTY OR HARM TO PERSON) IN ANY CAUSE OF ACTION ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THESE RULES, THE SERIES OR THE TAPINGS.

18. PRIVACY POLICY/DISCLOSURES OF INFORMATION: WGBH may use any information submitted by Participants to conduct the tapings, produce the Series, and for other promotional purposes described in these Rules. Otherwise, WGBH's use of personal information collected through this audition process will be governed by WGBH's Privacy Policy, which can be found at

http://www.wgbh.org/info/terms.cfm#privacy policy.