

COMPETITION RULES
“Place aux plus jeunes talents !”
2023 Edition

ARTICLE 1:

The company Digital Music Solutions (the “Organizer”), RCS Paris registration number 801 364 308, having its registered office at 118/130, avenue Jean Jaurès, 75019 Paris, France, will be holding a competition (the “*Competition*”) in the context of the 18th *Concours international de musique de chambre de Lyon* (the “CIMCL”) between 12 and 15 April 2022.

Participation in the competition entails unreserved acceptance of these rules in addition to the general terms and conditions and confidentiality policy of NomadPlay, which may be viewed at www.nomadplay.app/en. The rules incorporate the steps to be followed in order to participate in the competition.

ARTICLE 2: Presentation

Participation in the Competition does not include any purchase obligation.

The Competition is open free of charge to all pianists, violinists and cellists aged between 7 and 14 years.

Participants will be placed in six distinct categories:

- Cello 7-10 years old
- Cello 11-14 years old
- Violon 7-10 years old
- Violon 11-14 years old
- Piano 7-10 years old
- Piano 11-14 years old

The Competition will be officially launched on Monday 30th January 2023 at 12pm and will close on Sunday 26th March 2023 at 11:59pm. Registrations and sending of videos will be accepted from Monday January 30, 2023, 12:00 p.m. to Sunday March 26, 2023, 11:59 p.m.

ARTICLE 3: Terms of participation

Only one (1) application will be accepted per Participant.

The Participants may only take part in one (1) of the two categories.

In order to participate in the Competition, all Participants must take the following steps:

- Register for the Competition using the online form via the CIMCL website.
- Create an account **free of charge** at www.nomadplay.app
- Film themselves playing one of the works of the Programme corresponding to the category in which the Participant wishes to compete (*see Article 4: Competition Programme*).
- Send the video via e-mail to contact@nomadplay.app, with the subject: “COMPETITION *Place aux plus jeunes talents* - Category [CATEGORY NAME]”.

The e-mail must state **in all cases**:

- The selected category
- The surname, first name(s), age, and address of the Participant

For the video to be accepted:

- **The NomadPlay accompaniment must be audible in the video.**
- **The Participant must use the digital sheet music made available by NomadPlay.**
- **The Participant must ensure that the tablet with the NomadPlay app is visible on the screen.**

Should they so wish, Participants may also mention their school of music.

NB: This information will only be used in the context of the Competition and in communications about the winners. It will not be shared with other entities or used for other purposes without prior approval from the Participant.

ARTICLE 4: Competition Programme

Participants must perform the required work of their category **with** the NomadPlay platform, as specified by the following Programme:

- **7-10 years old** : Andante from Leopold Mozart (Violin / Cello / Piano) recorded with the Ernest Trio
- **11-14 years old** : "Baba Yaga" from Piotr Ilitch Tchaikovsky (Violin / Cello / Piano) recorded with the Trio Ernest

The two works of the Programme are made available free of charge by the Organizer on the NomadPlay platform. To access the platform, Participants must previously have registered with NomadPlay.

ARTICLE 5: Application validity

Should any Application not satisfy all the aforementioned requirements, it will be deemed incomplete and will therefore be rejected.

Rejected Applications will not be entered into the competition.

Furthermore, the Jury reserves the right to select another Winner if it has any reason to believe that the Participant has broken these rules.

No applications will be accepted after Sunday March 26 at 11:59 p.m.

ARTICLE 6: Selection of the Winners

The Winners of the Competition will be selected between Monday 27th of March and Tuesday 4th of April 2023 by the Competition Jury after having viewed the videos received.

The Winners' names will be announced publicly on Saturday 15th April 2023 during the CIMCL final and on the social networks of NomadPlay (Twitter, Instagram, Facebook and LinkedIn).

Should any Winner fail to respond within 14 days to the e-mail informing them of their win, they will be notified that they are no longer eligible to claim the Prize and another Winner will be selected in their place.

If the Winner of the 1st Prize becomes ineligible, the Prize will be awarded to the winner of the 2nd Prize and a new Winner will be selected for the 2nd Prize.

ARTICLE 7: Jury

The jury will be composed of:

- [Sylvia Huang](#) (Violin)
- [Emmanuelle Bertrand](#) (Cello)
- [Pascal Amoyel](#) (Piano).

ARTICLE 8: Prizes

Numerous Prizes are being offered by the partners (Yamaha, Bam Cases, Savarez/Corelli/Aubert) and by NomadPlay.

The list of Prizes may be viewed at the dedicated webpage of the CIMCL: www.cimcl.fr/competition-nomadplay

VIOLIN – 7-10 years old category

1st PRIZE:

- 1 x violin kit (Savarez - Corelli/Aubert), value €300.00 inc. VAT
- 1 x HPH-150 headphones (Yamaha), value €105.60 inc. VAT
- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

2nd PRIZE:

- 1 x HPH-150 headphones (Yamaha), value €105.60 inc. VAT
- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

3rd PRIZE:

- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

VIOLIN – 11-14 years old category

1st PRIZE:

- 1 x Slim Orange violin case (BAM), value €490 inc. VAT
- 1 x violin kit (Savarez - Corelli/Aubert), value €300.00 inc. VAT
- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

2nd PRIZE:

- 1 x HPH-150 headphones (Yamaha), value €105.60 inc. VAT

- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

3rd PRIZE:

- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

CELLO – 7-10 years old category

1st PRIZE:

- 1 x cellist kit (Savarez - Corelli/Aubert), value €400.00 inc. VAT
- 1 x HPH-150 headphones (Yamaha), value €105.60 inc. VAT
- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

2nd PRIZE:

- 1 x HPH-150 headphones (Yamaha), value €105.60 inc. VAT
- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

3rd PRIZE:

- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

CELLO – 11-14 years old category

1st PRIZE:

- 1 x slim cube (Limited edition 22/23) cello case (BAM), value €1,540.00 inc. VAT
- 1 x cellist kit (Savarez - Corelli/Aubert), value €400.00 inc. VAT
- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

2nd PRIZE:

- 1 x HPH-150 headphones (Yamaha), value €105.60 inc. VAT
- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

3rd PRIZE:

- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

PIANO – 7-10 years old category

1st PRIZE:

- 1 x Digital tablet, value €350 inc. VAT
- 1 x HPH-150 headphones (Yamaha), value €105.60 inc. VAT
- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

2nd PRIZE:

- 1 x HPH-150 headphones (Yamaha), value €105.60 inc. VAT
- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

3rd PRIZE:

- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

PIANO – 11-14 years old category

1st PRIZE:

- 1 x Clavinova CLP725B piano (Yamaha), value €1,971.60 inc. VAT
- 1 x NomadPlay 1-year subscription, value €119.88 inc. VAT

2nd PRIZE:

- 1 x HPH-150 headphones (Yamaha), value €105.60 inc. VAT
- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

3rd PRIZE:

- 1 x NomadPlay 1-year subscription, value €96.00 inc. VAT

No Prize will be exchanged or replaced for its cash or other value, either in part or in whole. Should the Organizer be unable to provide any of the aforementioned Prizes for reasons outside its control, the Organizer may substitute the Prize with another of an equivalent value.

All Prizes are subject to the conditions of use of the service provider as included within the price.

ARTICLE 9: Participation costs and reimbursement

All valid participations in the Competition, up to a maximum of one participation per Participant, are eligible for reimbursement of the participation costs throughout the Competition in the amount of one reimbursement during the total period of the Competition and within one month of its closing date (as evidenced by the post mark).

The Organizer will not be liable for any costs incurred in the context of rejected participations.

The costs incurred to participate in the Competition via the internet and/or relating to payment requests will be reimbursed on request forwarded exclusively by post, accompanied for reimbursement of internet costs by the documents specified below, as per the standard postal rate.

No reimbursement request forwarded via e-mail will be accepted.

Every Participant may obtain reimbursement of their internet costs on the following basis:

For registration, the fixed reimbursement amount will be €0.25 for the communication costs relating to registration and participation in the Competition, and to view the results.

All requests must specify:

- The name of the Competition and the Participant's category;
- The date and time of the participation;
- The surname, first name(s), postal address and e-mail address of the Participant;
- Supporting documentation from the telephone operator and/or internet service provider;
- Bank account details;
- A copy of the identity cards of the Participant and of their legal representative.

The above are to be forwarded to:

DIGITAL MUSIC SOLUTIONS
118-130, avenue Jean-Jaurès

75019 Paris

On the reverse side of the envelope: the full contact details of the Participant (surname, first name and full address).

Should any of the above be missing, the participation costs will not be reimbursed.

Any Participant not paying internet costs relating to the duration of their line usage (subscribers to a service not invoiced by connection time) will not be reimbursed as connection to the website does not give rise to any specific costs.

The postal costs of such requests will be reimbursed at the standard postal rate, when requested alongside the corresponding request for reimbursement of participation costs.

ARTICLE 10: Taxes relating to participation

Unless specified otherwise in local legislation, the Participant is liable for all costs, taxes, duties and other levies that may result from their participation or victory in the Competition. Furthermore, the Participant hereby accepts that, as a Winner of the Competition, they may be liable for taxes, duties or other levies, including, without limitation, any tax on prizes under any applicable laws or regulations. The Participant hereby accepts without reservation to be liable for all such taxes, duties or levies in their own name or in that of their legal representative.

ARTICLE 11: Rights of use and reproduction

The Participant hereby grants to the Organiser all necessary rights for the distribution and publication of any text, image, video or other intellectual property right that may result from their participation in the Competition, from receipt of any Prize or associated publicity and the irrevocable and unrestricted right to exploit, publish, present and distribute documents containing their name, voice, resemblance or any other representation by which they may be identified (the "Resemblance").

The Participant hereby grants to the Organiser the perpetual right to exploit, modify, edit, copy, reproduce, distribute, translate, create derived works, modify and publish all such intellectual property rights, in any form and on any medium whatsoever, whether for promotional activities or other activities or events organized by the Organiser, at a local or global level.

ARTICLE 12: Parental authorization for underage applicants

All Participants below the age of 18 must obtain prior authorization from a parent or guardian to participate in the Competition and to accept these rules.

Applicants below the age of 18 as at the Competition launch date participating in the Competition as an independent applicant must obtain prior parental authorization. An e-mail sent automatically to the e-mail address of the parents as notified by the Participant shall constitute authorization from said parents. In the absence of an e-mail address of the parents being notified, the applicant may have their parents sign an authorization letter, to be scanned and returned via e-mail to contact@nomadplay.app. Should parental authorization not have been received by the closing date of the Competition, the Participant will be automatically deregistered.

The parental authorization must explicitly state acceptance of the minor's participation and that the participant may receive any Prize they may be awarded during the Competition.

The term "parents" shall be interpreted as any person holding parental authority over the underage Participant (mother and/or father, or legal representative). The Organiser reserves the right to conduct any checks, notably on parental identity and/or authority, prior to accepting any participation or awarding any Prize.

The Organiser may require any underage Participant to substantiate such authorization and, as applicable, may disqualify any Participant unable to provide proof of authorization. Any participating minor unable to provide such substantiation within 30 days will be excluded from the Competition and any Prize they may be awarded shall automatically revert to property of the Organiser. Any claim in this regard will be rejected.

ARTICLE 13: Liability

The Organiser rejects all liability with regard to any lost, delayed, poorly addressed, damaged or undelivered application or registration, whether due to technical issues affecting electronic communication or for any other reason.

ARTICLE 14: Damage liability

In all circumstances, and regardless of the reason, the Organiser rejects all liability for any loss, damage or injury suffered by the Winner and/or their associate, or affecting any property, that may be caused by or suffered within the context of the Competition or any Prize that may be awarded.

ARTICLE 15: Modification of dates

The dates of the Competition may be modified owing to any rescheduling that may be required for reasons outside the reasonable control of the Organiser.

The Organiser reserves the right at all times, without compensation, to modify or temporarily or permanently interrupt the Competition, with or without prior notification of the Participants.

ARTICLE 16: Accessibility of the rules

The full rules of the Competition may be viewed at www.cimcl.fr, or via request forwarded to contact@nomadplay.app.

ARTICLE 17: Disclaimer of warranty and limited liability

A. Under no circumstances may the Organiser or any person or entity involved in the organization, hosting, creation, production or distribution of the Competition be held liable for any direct, consequential, ancillary or other damage that may arise from participation in the Competition.

B. Up to the maximum amount permissible under applicable law, the amount of damages payable by the Organiser or by any person or entity involved in the Competition, as set out in A. above, shall be limited to €100, regardless of the reasons for the compensation.

ARTICLE 18: Registration of the rules

The rules of the Competition are available free of charge from the Organiser and become effective from their date of issue. The rules have been registered with the officer of the court, namely SCP CHAVOUTIER MIROUX BECKMANN HAUDEBOURG BARDOU, located at 5, Rue Jean Lecanuet, 76000 ROUEN. The rules may be consulted free of charge throughout the Competition at the premises of the officer of the court, on request forwarded to SCP CHAVOUTIER MIROUX BECKMANN HAUDEBOURG BARDOU, 5 Rue Jean Lecanuet, 76000 ROUEN, or to cmdb@huissier-justice.fr.

Participation in the Competition constitutes unreserved acceptance of all the provisions of the rules, in addition to all laws and regulations applicable to competitions in France.

The rules may be modified at any time in the form of an amendment issued by the Organiser, in accordance with the conditions stated and published on the website via online announcement. Any such amendment shall be registered prior to publication with the officer of the court, namely SCP CHAVOUTIER MIROUX BECKMANN HAUDEBOURG BARDOU located at 5, Rue Jean Lecanuet, 76000 ROUEN. It shall come into force once it has been placed online and shall be deemed to have been accepted by all Participants as a result of their participating in the Competition from the date of the amendment having come into force. Any Participant rejecting any such amendment shall cease to participate in the Competition.

ARTICLE 19: Data collection and protection

Personal data collected in the context of participation in the Competition will be recorded and exploited by the Organiser for the purposes of participation and for the awarding of Prizes.

Participants may demand not to be included in or to be withdrawn from any file at any time, and enjoy a right of access, rectification and deletion with regard to their personal data by forwarding a request to the Competition address, in accordance with the French data protection law of 6 January 1978, as modified by French law no. 2004-801 of 6 August 2004, on the protection of the personal data of natural persons, and by French decree no. 2005-1309 of 20 October 2005.

Anyone exercising the right to have their personal data deleted prior to the end of the Competition shall be deemed to have withdrawn their participation. All such requests must be forwarded to the Organizer's address provided in Article 1.

ARTICLE 20: Dispute resolution

These rules are governed by French law. In order to be valid, any dispute relating to the Competition must be notified in writing to the Organizer's address as provided in Article 1. All such notifications must be issued within ninety (90) days of the closing date for participation in the Competition, as stated in these rules. In the event of any disagreement about the application or interpretation of the rules, which cannot be settled amicably, shall be submitted to the exclusive jurisdiction of the competent courts.

Severability

The invalidity of any clause of the rules shall not affect the validity of the other clauses. These rules are governed by French law, without prejudice to any conflict-of-law rules that may apply.

In order to ensure that every Participant in the Competition enjoys an equal chance, the Organiser reserves the right to withhold Prizes from anyone cheating the rules or to pursue such persons in the competent courts, notably under Article 323-2 of the French Criminal Code (as amended by French law no. 2004-275 of 21 June, Art. 45 II of the *Journal Officiel* of 22 June 2004): “Any act of impeding or perverting the functioning of a system of automated data processing may be sanctioned by 5 years’ imprisonment and a fine of €75,000.00.”

ARTICLE 21: Video moderation and intellectual property rights

Before being accepted for participation, every video will be subjected to a process of validation.

Should any video not meet the conditions set out below, the Organiser reserves the right to reject said video and to exclude it from the process of designating the Winners of the Competition, where any such decision may not be the subject of any form of action in favor of the creators of the video in question.

Videos not corresponding to the theme of the competition will be rejected.

Videos must comply with French laws and regulations.

The Participant must be the creator of the video posted in the context of the Competition.

Videos and associated titles must be intended for all audiences and must in no way contravene public policy or decency. Most notably, under no circumstances may they incorporate any racist or antisemitic content nor undermine the honor, decency or dignity of any natural or legal person.

Participants’ attention is especially drawn to any representation of children in their video, which may not depict any child in a demeaning situation or in one which may undermine their physical or moral integrity.

Similarly, all videos must respect intellectual property rights and not represent any object protected by such rights (copyright, trademarks, rights over designs and models, etc.) or any other rights (image rights over persons and property).

Participants hereby guarantee that all videos are original and unpublished (existing works may not be reproduced) and that they alone hold the exploitation rights over such videos.