

## **The Scorbit “Sound Design Contest” Competition**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY (“APPLICABLE LAWS”).**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

#### **1. Promotion Details**

1.1 The Scorbit “Sound Design Contest” Competition (the "Competition") is sponsored by Scorbit, and any and all of its decisions on all matters relating to this Competition will be final and binding. The Competition consists of a skill based competition in which prospective entrants create a soundscape and sound effect assets, as further described in Section 2 below.

1.2 By entering the Competition you agree that you have read and understood these Terms and Conditions and agree that you will be bound by them. These Terms and Conditions govern your relationship with Scorbit, whose address is PO Box 139, Rowley MA, 01969, United States (“Scorbit”). These Terms and Conditions form part of the rules of entering this Competition (the “Rules”). Entering the Competition you agree that you have read, agree to and are bound by the Rules.

#### **2. Participation**

2.1 To enter the Competition, you must submit a soundscape and 5 sound effect assets (the “Entry”), which shall be created based on the character concept art image by Kellan Jett (the “Concept Art”), and will consist of one ten second soundscape, and 5 sound effect assets of the following type:

##### 1.) Character voice over

Provide one line of dialogue scripted by you. It could be the character muttering to himself, speaking to his horse, or to allies or enemy combatants. Get creative and get inside the character’s mind. What would he sound like and what would he say?

##### 2.) Character movement

Provide an asset for when the character is in motion. This could be body movement sounds, the sound of the character’s uniform, or of anything he’s carrying.

##### 3.) The horse

The horse is an important part of bringing this character to life, and therefore must be aurally represented. This asset could be the horse walking, breathing or vocalizing (neighing, grunting, exhaling, etc.).

##### 4.) Ambience

Provide an asset for the environment in which this character exists. Pay close attention to the concept art for inspiration. It should match this environment. Ambience assets could be a grouping of several different audio files, but for this contest, your ambience asset will be 10 seconds, making up the entirety of your soundscape.

## 5.) Your Choice

Provide one additional asset from your soundscape. It could be an additional line of dialogue or more character movement, or something else entirely. Again, get creative.

2.2 Entry to the competition is made by you downloading the contest package via the webpage: <http://scorbit.org/contest>

Then you will need to create your Entry. Once you have created your Entry you will submit your Entry via the official competition submission page: <http://scorbit.org/submit> and follow the instructions on the webpage. For any submission to be deemed complete, you must provide responses to the questions in the contest submission form section of the website (<http://scorbit.org/submit>), as well as any requested contact information.

2.3 The Competition will run from 09:00:00 AM EST (15:00:00 CET) on Tuesday August 27, 2014 (the "Starting Date") and continue through 23:59:00 PM EST (05:59:00 CET the following day) on Monday October 27, 2014 (the "Closing Date") (collectively the "Competition Period"). For the avoidance of doubt no entries will be counted before or after the Competition Period. At the end of the Competition Period, Scorbit will judge the Competitions and select up to ten (10) finalists, which will then go to a panel of judges.

All Compositions must be uploaded by 23:59:00 PM EST (05:59:00 CET the following day) on October 27, 2014. Entry is not complete until you have properly followed all the online prompts and instructions to upload your Entry so that your Entry submission is received and you have affirmatively accepted the Rules.

2.4 You may submit more than one Entry in this Competition, however each Entry must contain wholly unique sound effect and soundscape assets. Any duplicate entries, or any entries with duplicate assets will be deleted and you will be disqualified from this Competition. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion (including, without limitation, at Scorbit's and/or any other entity's servers), are void and will not be accepted.

### Scorbit's use of the Composition

2.5 Pursuant to Section 3 below, any Entry will be licensed to Scorbit on a royalty-free (except where prohibited by applicable law), irrevocable basis (see Section 3 "Grant of Rights" below). For the purpose of clarity, Scorbit does not have the right to distribute or sell your Entry to a third party. The license you grant to Scorbit may be used to feature your Entry on Scorbit's website, or in conjunction with promotional materials for the contest, for future contests, or for the site. Scorbit is under no obligation to make any use of any Entry submitted. Notwithstanding the foregoing, Scorbit may use, edit and adapt the Entry you supply in any manner or medium.

### Other People and Other Materials

2.6 You warrant and represent that any Entry you supply is your original creation, shall not have been exploited previously in any manner or medium, shall not be in the public domain, shall not contain any uncleared samples or interpolations, and shall not infringe

upon or violate the rights of any person or entity, and that you shall be solely responsible for and shall pay all costs relating whatsoever to the creation of any such Entry. You further warrant and represent that you have obtained all necessary rights with respect to creating and producing any Entry, and that you shall be solely responsible for obtaining any and all required licenses, permissions and consents from third parties, including any performers, in connection with the creation and supply of any Entry.

### **3. Grant of Rights**

3.1 You will, at the request of Scorbit, execute any additional documentation reasonably required by Scorbit to further assure the grant of rights hereunder.

3.2 Scorbit may at its sole discretion opt not to use, without notice or reason, any Entry that Scorbit believes is inappropriate or in breach of these Rules.

### **4. Representations and Warranties**

4.1 You represent and warrant to Scorbit that:

(a) each Entry supplied by you does not and shall not violate the rights of any third party, including, but not limited to, copyrights, performer's rights, moral rights, trademark rights and/or any other intellectual property rights; and

(b) no Entry supplied by you contains any uncleared samples or interpolations; and

(c) each Entry supplied by you does not and shall not create any liability for Scorbit, its successors and assigns and/or any of their respective licensees; and

(d) each Entry supplied by you is an original work by you and you have all necessary rights, licenses, consents and permissions to use, and to authorize Scorbit to use, any and all copyrights, performance rights or other intellectual property rights in and to the Entry in order to use the Entry as contemplated herein.

### **5. Indemnification**

5.1 You agree to indemnify, defend and hold harmless Scorbit, its successors, licensees and assigns and the licensors of each, and your respective, affiliates, vendors, distributors from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from:

(a) any breach of these Rules;

(b) any use of a Entry supplied by you or by any other person or third party under these terms of use, including, but not limited to, any third party claim of infringement of a copyright or other intellectual property right or invasion of privacy.

### **6. The Winners**

6.1 After the Competition Period up to ten (10) Entries (each a "Finalist") will be selected from all valid entries, by Scorbit (the "Judges"), in their sole discretion. Entries will be judged based upon the following criteria: 1) How well the assets and soundscape match the concept art image (25%); 2) The quality of the assets and soundscape (25%); and

3) The quality of the production and the final mix of the soundscape (50%) ("Judging Criteria"). The Finalists will be those that receive the highest overall score, subject to verification of eligibility and compliance with these Rules. The Judges' decision is final. The Finalist(s) Entry(yes), subject to Scorbit's sole discretion, may be featured on the website and/or web channels (for example Facebook page) of Scorbit. After the Finalists have been selected, the Entries will be featured on Scorbit's website, and will go through a second round of judging, based on the same criteria, by the official contest judging panel (the "Judging Panel"). The Entries with the highest, second highest and third highest score from the Judging Panel will become the grand prize winner (the "Grand Prize Winner"), runner-up (the "Runner-Up"), and 3rd place (the "3rd Place") (collectively the "Winners"), respectively.

The Finalists will be announced by Scorbit on or around October 31, 2014. The Finalists will further be contacted by email or telephone directly by Scorbit to be notified that they have been chosen. Scorbit will not notify unsuccessful entries.

#### The Prize Package

6.2 The Grand Prize Winner will receive Digital Performer 8 from MOTU, 4 Hours of One-on-One Mentoring/Training From a Scorbit Instructor, RX 3 Standard from iZotope, a free one-year membership to Scorbit, a signed print of the contest concept artwork by Kellan Jett, and will be a featured artist on Scorbit's website. The Runner-Up will receive BreakTweaker from iZotope, MachFive 3 from MOTU, a free one-year membership to Scorbit, and will be a featured artist on Scorbit's website. The 3rd Place Winner will receive Stutter Edit from iZotope, a free one-year membership to Scorbit, and will be a featured artist on Scorbit's website.

6.3 The Winners may be required, as a condition of being awarded the Prize, for no remuneration, to participate in promotional and publicity materials at the reasonable request of Scorbit and it shall be condition of being awarded the Prize the Winners must consent and agree to do so. By submitting your Entry in connection with this Competition, you grant to Scorbit, and its affiliated companies, the right, except where prohibited by law, to use (i) any entry form information including without limitation your name, age, likeness and e-mail address, and (ii) any approved biographical information, without compensation.

6.4 Scorbit (and its licensees, affiliates and assigns) accepts no responsibility for Entries lost, damaged or delayed, or for any difficulty experienced in accessing or submitting your Entry. Late, damaged, defaced, illegible, incomplete or suspected fraudulent Entries will not be accepted.

#### **7. General Terms**

7.1 This Contest is subject to these Rules and all federal, state and local laws and regulations (collectively "Rules and Laws"). By entering the Competition, you irrevocably agree and acknowledge to be bound by the Rules and Laws, and decisions of Scorbit which are final and binding in all respects.

7.2 Entries that are incorrect or incomplete will be void. No refund will be made for the

cost of any Entry. Scorbit may refuse to award a Prize, or seek its recovery, in the event of an entrant's fraud, dishonesty or non-entitlement under the Rules.

7.3 To the fullest extent permissible by applicable law, you hereby agree to release and hold harmless Scorbit, its parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies and its respective employees, officers, directors, agents, representatives, shareholders and prize' partners and third parties (collectively, the "Releasees") from any claims, actions, injury, loss or damages of any kind, including but not limited to, any damage to the entrant's or any other person's computer relating to or resulting from participation in, or downloading of any materials or software in connection with, this Competition, resulting from participating in this Competition or from the acceptance, possession, or use or misuse of any Prize Package awarded or participation in any Prize Package related activity.

7.4 To the extent allowable by law, Scorbit shall not be responsible for any payment of any taxes or other costs associated with the receipt of the Prize Package.

## **8. Jurisdiction**

8.1 The Rules and this Competition are governed by the laws of the State of Massachusetts.