

Full Terms and Conditions of the Jazz Fruit Competition

(hereinafter the “**Competition**”)

I. Organiser

The Competition is organised by the association Nerudný Fest.cz, o.s., Id. No.: 265 78 824, with its registered office at Strakonická 1605, 252 28 Černošice, registered in the Register of Associations kept by the Municipal Court in Prague, Section L, File 19575 (hereinafter the “**Organiser**”)

II. Participant in the Competition

1. Participant in the Competition is defined as a group of natural persons performing together who send an application for the Competition in the period from **15 January 2017 to 12 March 2017** , using the interactive form on the Organiser’s website www.mladiladijazz.cz/jazz-fruit , and meet the following conditions:
 - a) at least 75% of the natural persons performing together (rounded to the nearest whole person) are not older than 30 years as of the date of the finals (see below)
 - b) the group did not advance to the finals of the Competition last year and did not win any of the previous years of the Competition and
 - c) the group does not have a commercially distributed album, on the basis of a contract with a distribution company or a promotion agency.
2. By submitting the application as described above, the Participant in the Competition grants its consent to these rules and expresses its will to be bound by them and unconditionally perform them and abide by them.
3. The application of a Participant in the Competition will only be accepted by the Organiser as an application to be considered and included in the Competition if it includes:
 - a) the name of the Participant in the Competition under which it will perform in the Competition and which will be used by the Organiser to refer to the Participant in the Competition;
 - b) full name and contact information (phone and e-mail at least) of the contact person who will represent the Participant in the Competition *vis-à-vis* the Organiser throughout the Competition (in the absence of representation when submitting the application, see Section 446 of Act No. 89/2012 Coll., the Civil Code, as amended);
 - c) names, surnames and dates of birth and nationalities of all members of the Participant in the Competition;
 - d) a brief description of the activity, history and work of the Participant in the Competition;
 - e) at least two recordings of music by the Participant in the Competition – if the recordings do not include original music created by the Participant in the Competition, the brief description under the previous paragraph must include the corresponding information;
 - f) technical rider of the Participant in the Competition in case of advancing to the finals;
 - g) at least one promotional photo of the Participant in the Competition in print quality.

(hereinafter the “**Application**”)

4. The Organiser is entitled, but not obliged, to invite the Participant in the Competition to supplement its application so that it is complete.
5. The Participant in the Competition may not be any legal person or association of natural persons one of which at least is an employee or member of the Organiser and/or a person that runs the Competition and/or persons related to such persons or persons cooperating directly on organising the Competition.

III. The Competition’ Finals and Determining the Winner

1. All Applications that the Organiser receives by 12 March 2017 11:59 p.m., and which are not be inconsistent with these rules, will be impartially assessed by the Organiser who will then select three Participants in the Competition who will advance to the finals of the Competition (hereinafter the “**Finalists**” or “**Finalist**” if there is just one). The Organiser will notify the Finalists of their advancement to the finals of the Competition no later than on 1 April 2017. Within the same period, it will also publish the names of the Finalists on its website www.mladiladijazz.cz/jazzfruit.
2. On 13 April 2017, the Finalists will appear before a three-member or five-member expert jury – the selection of members and determining the number of members of the jury is entirely at the discretion of the Organiser, who also shall publish all the names of the expert jury members together with the names of the Finalists. A representative of the Organiser shall always one of the members of the expert jury.
3. The winner of the Competition will also be selected by the audience of the finals evening on 13 April 2017 (hereinafter “**Local Voting**”), who will vote by special ballots issued by the Organiser.
4. The Local Voting results as well as online voting results shall be announced by the Organiser to the expert jury via its representative in the expert jury.
5. The Finalist who receives the most voting points becomes the winner of the Competitions (hereinafter the „**Winner**”), where each member of the expert jury will have 10 voting points available, which they distribute at their discretion among the Finalists by completing the result sheet. The Winner of the Local Voting receives additional 6 voting points to the total number of voting points awarded to it by individual jurors; the Finalist which ends second in the Local Voting receives 3 additional voting points and the Finalist which ends third receives 1 voting point. All voting points have an equal weight. In the event of a tie (for any place), the representative of the Organiser in the jury decides.

IV. Prizes

1. Prizes in the Competition are awarded depending on the placings, which is compiled in a descending order based on the number of voting points that the individual Finalists receive from the expert jury and in the Local Voting, and depending on the prevailing nationality among the members of the Finalist.
2. For the Finalist who wins the most voting points among the Finalists whose members are from more than 50% of Czech nationality, the Organiser will arrange for the recording of its debut album in Studio Hostivař in Prague, with the Organiser bearing the cost up to a total amount of CZK 30,000. The Organiser will also create for such a Finalist a video coverage from recording in the studio and

professional promo photos. The Organiser will also make it possible for this Winner to perform on the Days of Czech and German Culture in Dresden and on 20 April 2017 in the Czech Radio building in České Budějovice before David Hellbock, and the recording of this concert will be broadcast by Czech Radio. The Winner will also receive a professional audio recording of this concert in České Budějovice. (hereinafter the “**Grand Prize**”).

3. The Finalist who wins the most voting points among the Finalists whose members are not from more than 50% of Czech nationality will receive from the Organiser a prize in the form of vouchers for the purchase of musical instruments and other equipment from AUDIO PARTNER s.r.o. Id. No.: 27114147, with its registered office at Děkanská vinice I 1644, 140 00 Prague 4, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 97288, (hereinafter “**Kytary.cz**”), specifically in the amount of EUR 1,000.
4. In case the Grand Prize is not be awarded to the Winner or is partly or fully withdrawn from it for its failure to comply with the conditions of the Competition, the Prize will be awarded to the Finalist that ended in the next place, either fully or to the extent withdrawn from the Winner.
5. The Finalist who ends second in the total number of voting points (regardless of the nationality of its members) will receives a professional microphone and a voucher for a discount of 20% for a purchase at Kytary.cz.
6. The Finalist who ends third in the total number of voting points (regardless of the nationality of its members), will receives a voucher for a discount of 20% for a purchase from Kytary.cz.
7. The Competition results will be announced with immediate effect by the chairman of the expert jury directly during the finals evening of 13 April 2017, with a representative of the Organiser present. The Organiser will also publish the results on its website at www.mladiladijazz.cz/jazzfruit immediately afterwards.
8. The Organiser is in no way obliged to send the results of the Competition to members of the Finalists.

V. Exclusion from the Competition

1. All Applications that are inconsistent with these rules will be excluded from the Competition.
2. The Organiser may also exclude from the Competition the Participants in the Competition that fail to perform, or obviously do not intend to perform, their obligations under those conditions.
3. The Organiser is also entitled to exclude from the Competition the Participants in the Competition which the Organiser suspects of committing, or having committed, any fraudulent conduct in order to become a Finalist or the Winner, or achieve fulfilment of these conditions, although the objective prerequisites for this are not met.
4. The Organiser also reserves the right to exclude the Participants in the Competition from the Competition retroactively, including the Winner. In this case, the Winner’s or Finalist’s claim to the prize expires, and if the prize has already been paid or awarded, the person to whom it was paid or awarded is obliged to return it or its adequate compensation or provide it to the Organiser.

VI. Obligations of the Participants in the Competition

1. Each Participant in the Competition is required to behave so as not to damage the reputation of the Competition and the Organiser, especially not to aim for any unfair advantage for itself, and treat the Organiser, the expert jury and the other Participants in the Competition courteously and with respect. Each Participant is obliged to observe copyrights of others if it includes the results of their work in its own creations.
2. Each Finalist is required to enter into the submitted contract for work with the Organiser, where the work concerned shall have an incorporeal result consisting in the performance by the Finalist at the finals evening on 13 April 2017, without being entitled to remuneration.
3. Each Finalist is required to attend the finals evening on 13 April 2017 and to be present at this concert evening until the announcement of the Winner.
4. Immediately after being informed by the Organiser that it has become a Finalist, each Finalist is required to publish this information on its website and its social network profiles.
5. The Winner which is awarded the Grand Prize is required to enter into the submitted contract for work with the Organiser, where the work concerned shall have an incorporeal result consisting in the performance by the Winner in the Czech Radio building in České Budějovice on 20 April 2017 (without being entitled to remuneration) and on the Days of Czech and German Culture in Dresden and, furthermore, the Winner is required to enter into the contract submitted by the Organiser on providing the grant to record the debut album.
6. The Winner which is awarded the Grand Prize is required to record its debut album at Studio Hostivař or in another studio notified to the Winner by the Organiser in writing, specifically no later than on 31 December 2017.

VII. Miscellaneous

1. These Terms and Conditions are the only document that regulates the Competition rules in a binding manner. In the event of a conflict with any other document or announcement issued in connection with the Competition, the provisions of these Terms and Conditions shall prevail.
2. Asserting participation in the Competition or a prize by legal means is excluded. There is no legal claim to the prizes under these Terms and Conditions.
3. The Competition Organiser reserves the right to change or modify these Terms and Conditions, including the right to cancel the Competition anytime without any substitution, where the Organiser may do so without prior notice, for any reason and at any time.
4. These Terms and Conditions and legal relationships being established between the Organiser and the Participants in the Competition, as well as the related legal relationships, shall be governed by Czech law, and the courts of the Czech Republic hold exclusive jurisdiction to resolve the disputes arising in connection with these Terms and Conditions and the Competition.
5. These rules are valid and effective from 15 January 2017
6. By submitting the Application, each Participant in the Competition, as well as its members, express their consent to the processing of their personal data by the Organiser. Pursuant to Act No. 101/2002 Coll., on personal data protection, as amended, the information and personal data about Participants in the Competition and their members shall be administered by the Organiser. The

rights and obligations of the administrator of information and any natural person whose information and personal data is collected, are governed by the above-mentioned Act.