



## ECBS IBC MARITIMES TO MEMPHIS

### Participation Agreement

#### GUIDELINES:

#### ELIGIBILITY CRITERIA

**AGE LIMIT**- There is no age limit to compete at the IBC in either Band or Solo-Duo categories. Please note that on Beale Street anyone 18 years of age or younger must be accompanied by an adult after 10PM.

There is however an age limit to enter the Youth Show-case, members of an act must be under the age of 21 to be eligible to compete.

**Residency** - The Artist must be a resident of either Nova Scotia, New Brunswick, Prince Edward Island or Newfoundland. The artist must be a resident for at least 6 months prior to the competition. In the case of a band, the majority of band must be Residents of the above provinces; i.e. 3 out of 4 members.

**Citizenship** - Artist must be a Canadian Citizen or Landed Immigrant. Proof of Canadian Citizenship or Landed Immigrant may be requested. The majority of any band must be Canadian or Landed Immigrants.

**Membership in ECBS** - Free to Member bands; non-members \$30.00 submission fee

**Ability and Requirement to Enter USA** - The Winner in each category will be required to travel to Memphis to compete in all aspects at the International Blues Challenge. The Artist, and each of the band members constituting the Artist band **MUST POSSESS** a valid passport at the time of competing in the Maritimes To Memphis Challenge. Proof may be requested. Furthermore, the Artist, and each band member, must be able to gain entry to the United States of America. Past convictions under the Criminal Code and other issues may render an Artist inadmissible for entry to the USA, despite the issuance of a passport. In the event that the Artist or any one or more band members is found to be inadmissible for entry to the United States, they may, in the sole discretion of the ECBS IBC committee, be disqualified from competing. The decision of the committee shall be final.

**SUBSTITUTIONS** - The Artists who compete in the Maritimes to Memphis event are expected to be the same as the artists who compete in Memphis at the IBC. If a winning band or solo duo has a musician who is unable for any reason to attend the IBC in Memphis, they must notify the ECBS IBC Committee chair in writing as soon as possible outlining the reasons for the band members' unavailability and if necessary or desirable proposing a substitute musician for consideration. Substitutions, and bands not requesting a substitution but wanting to compete as a group consisting of the remaining members, will be permitted only in limited circumstances and at the sole discretion of the ECBS IBC committee. In the event the request to compete with a substitution or with fewer bandmates is denied, the ECBS IBC





Committee may, in its discretion award the right to compete to the runner up as determined by the Artist with the next best weighted score as determined by the judges. Examples permitting substitution would be health or other compelling reasons or ineligibility issues based on facts or circumstances which arose subsequent to the winning band being chosen. Examples that may disqualify an Artist would be scheduling conflicts among bandmates, or eligibility issues that an Artist or band member knew or ought to have known existed prior to competing in the Maritimes to Memphis challenge and issues with entering the USA. The ECBS IBC committee shall have sole discretion in considering substitutions and their decision shall be final.

### **CATEGORIES:**

There are two categories to enter and each participant may only participate in one category. Vocalists are counted as musicians for the purpose of this competition. Both electric and acoustic instruments are allowed. The two categories are:

- **Solo/Duo** - any act with one or two musicians.
- **Band** - any act with three or more musicians

Artist's sound recording and musical work copyrights cannot be encumbered by any third party company such that the Artist is unable to clear master use, mechanical, synchronization or other copyright related clearances of copyrighted sound recordings, musical works, audio-visual productions, photographs or other such materials used in Program.

### **SCORING CRITERIA**

In our challenge, we require our judges to score using the identical scoring criteria established by the The Blues Foundation in Memphis during the IBC. Categories include; Talent /Vocal ability, Blues Content, Stage Presence, and Originality. \*The following criteria reflects the official scoring rules the artists will be subject to at the IBC competition in Memphis.

**Blues Content:** Everyone has his or her own interpretation of what is and is not Blues. Thus, any given three-judge panel will include members with varying opinions of Blues, covering the spectrum of Blues whenever possible, from the most traditional to soul/blues and rock/blues. Bands should pick material carefully. At the Memphis semi-finals and finals, the judges are Blues professionals, not a bar crowd, and are likely to be unimpressed with song selections that are uninspired. (Call this—with all due respect to Sir Mack Rice and Wilson Pickett—the “no Mustang Sally rule.”)

**Vocals:** The acts vocal skills.

**Talent:** The acts instrumental skills.





**Originality:** Original work is encouraged. Cover tunes are allowed, but playing the recorded rendition lick by lick is discouraged, and will not be looked upon favorably by the judges. and This will be reflected in the scoring.

**Stage Presence:** Over the years, the quality of talent has risen so dramatically that we no longer consider this an “amateur” competition. Most contestants have performed on stage enough to know that they are not simply playing music, but putting on a show. This category rates how “sellable” a band may be.

**Weighted Scoring:** To reflect the relative importance of each category in the success of a band, a band’s score in each category is weighted. Raw scores for Blues Content is multiplied by four, Talent and vocals by three and Originality and Stage Presence are multiplied by two. The total in each category represents the Weighted Score for that category. Total possible weighted score is 140.

**Penalty Points:** An act will be penalized one point from its Total Weighted Score (see below) for each ten seconds that it runs overtime. There is no penalty for using less than the allotted time.

At the ECBS IBC COMMITTEE discretion, a policy of penalty for excessive time loading-in and out may also be applied.

**AS A CONDITION OF ENTERING INTO THE EAST COAST BLUES SOCIETY 2022 IBC MARITIMES TO MEMPHIS EVENT, I (“the Artist”) agree with the East Coast Blues Society as follows:**

- 1. Eligibility** - The Artist hereby acknowledges that (s)he meets the eligibility rules, terms and conditions set out in THE ECBS IBC Maritimes To Memphis (M2M) Guidelines and agrees to be bound by its terms and to compete in the challenge as a contestant.
- 2.** The ECBS agrees that all copyrights in and to the sound recordings recorded during any ECBS IBC M2M performance shall be the exclusive property of the Artist throughout the world in perpetuity, however, the Artist hereby agrees to waive any claim of any nature to such copyright for any recordings delivered to or made by the ECBS during the IBC M2M performance as against the ECBS or its affiliates.
- 3.** The Artist agrees that The ECBS may use Artist’s approved name and likeness in all media in promoting The ECBS IBC Maritimes to Memphis Challenge and on all website, radio and television station promotions at no cost to The ECBS. The Artist grants the ECBS the right to take digital pictures and to make audio and audio- visual recordings of all segments of the ECBS IBC Maritimes to Memphis Challenge including the name, voice, musical and vocal performances, appearance, visage and likeness of the Artist (the “Production”) and further grants the ECBS the right to release the Production to the public by streaming over the internet, broadcasting on the radio and internet radio, posting to various third party website such as Facebook and Myspace, broadcasting on television and otherwise posting, streaming, broadcasting in all media throughout the world and in perpetuity at no cost or fee to The ECBS.





4. The Winning Artist agrees to travel to Memphis TN, USA to appear and compete in the International Blues Challenge and to perform for all required artist showcases and acknowledges that compensation for such showcasing shall be solely in the promotion provided by The ECBS as an affiliate of the International Blues Foundation. The winning artist further agrees to promptly and within the time requirements set out by the IBC complete the application process and submit all required material to compete as the ECBS representative in their respective category at the 2023 International Blues Challenge. Showcasing shall include but not be limited to performances at the International Showcase at the IBC, the IBC Polar Bear Showcase, a local Christmas fundraising event to be determined and at the ECBS Annual General Meeting as required. The Winning Artist agrees to appear for at least one additional ECBS showcase performance within one year of the announcement of the award winners at no cost to The ECBS.

5. The Winning Artist shall receive fundraising assistance of the East Coast Blues Society to help in defraying expenses for the trip to Memphis in order to compete. While the amount of actual assistance provided has historically been sufficient to enable coverage of flights and accommodations while in Memphis this is not to be construed as a guarantee that such funding will be available in any given year to an Artist. The Artists are ultimately responsible for their own expenses for travel to and from the Memphis event and the ECBS and its affiliates makes no representation or warranties as to any amount of funding that will be available. In no circumstance will funding be more than the actual cost to the Artist in attending and competing. In the event financial assistance of any kind is provided to a winning artist in advance of the IBC Challenge in Memphis and that Artist does not eventually attend and compete in Memphis for any reason, including being found ineligible by the committee, the Artist agrees to be responsible for and to forthwith return any monies advanced by the ECBS or its IBC Committee. All funding decisions made will be made solely in the discretion of the ECBS IBC Maritimes to Memphis committee and their decision shall be final.

6. The Artist hereby releases the ECBS and their respective advertising and promotional agencies, ECBS Maritimes To Memphis judges, and The ECBS IBC Maritimes to Memphis committee and where applicable their respective directors, officers, owners, partners, employees, volunteers, agents, representatives, successors and assigns from any and all liability in connection with the operation of the M2M challenge and the Artist's participation in the challenge, including all actions, causes of action, damages, claims and demands whatsoever and not so as to restrict the generality of the foregoing, including claims for breach of contract and damages, loss and injury not now known or anticipated, but which may arise in the future, and all effects and consequences thereof.

7. Artist agrees that The ECBS may remove the Artist from participating in any aspect of the Maritime to Memphis Challenge at any time should the ECBS in their discretion determine that the Artist is in contravention of the Guidelines.

8. **Governing Law.** This Agreement shall be construed under the laws of the Province of Nova Scotia applicable to contracts performed wholly therein. All parties agree that service of process may be made





by registered or certified mail or by private courier, return receipt requested, addressed to the parties as set out below.

**9. Severability.** If any clause, sentence, paragraph or part of this agreement or application thereof to any person shall for any reason be judged by a court of competent jurisdiction to be invalid, such a judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect, but such judgment shall be limited and confined in its operation to the clause, sentence, paragraph or part thereof directly dealt with in the litigation.

**10. Entire Agreement.** This writing sets forth the entire Agreement between the parties with respect to the subject matter contained herein and cancels and supersedes any prior understandings and agreements between the parties hereto. There are no representations, warranties, terms, conditions, undertakings or agreements, express, implies or statutory, between the parties hereto, other that expressly set forth in this Agreement.

**11. Capacity:** The members of the Artist agree that they have full legal capacity to enter into this Agreement being nineteen (19) years of age.

**12. Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties, their successors, permitted assigns, executors, administrators, representatives, and heirs.





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