

PACHELBEL  
FOUR.ZERO

participation conditions

# PACHELBEL FOUR.ZERO - what's your tune?

## A project of the Nürnberger Symphoniker in cooperation with BR Klassik

The project is organized by the Nürnberger Symphoniker, Bayernstraße 100, D-90471 Nürnberg, hereinafter referred to as NSYM. Its cooperation partner is BR Klassik.

The project „Pachelbel 4.0“ starts on 25 July 2019 at 12:00 noon and ends at the end of 30 November 2019. Only during this period participants can take part in the project via the [www.pachelbelviernull.de](http://www.pachelbelviernull.de) homepage. Any submissions received at a later point in time cannot not be considered, regardless of the reason for the delay. NSYM cannot be held responsible for any technical malfunctions, in particular disruptions of the telephone line, failures of the network, the electronics or the computers.

By participating in the „Pachelbel 4.0“ project, the participant (hereinafter uniformly referred to as the „participant“) accepts the following conditions of participation:

1. Every participant is welcome. Participation is free of charge.
2. Conditions of participation:
  - an instrument of any kind is played by the participants themselves or their own voice is used
  - either solo or in ensemble
  - NSYM employees are excluded from participation
3. Moreover, persons are excluded
  - using unauthorized tools (e.g. performing playback) or
  - otherwise gaining or trying to gain an advantage, e.g. through manipulation.
4. Participation in the project shall take place by submitting a personally performed musical contribution to the homepage [www.pachelbelviernull.de](http://www.pachelbelviernull.de) by providing personal data and uploading the musical contribution.  
  
The personal data must include the correct first and last name, e-mail address, telephone number and address. Minors require the consent of their legal guardian.  
  
The musical contribution must not exceed 60 seconds.
5. By sending the form, the participant confirms that
  - he/she has personally recorded or sung the submitted contribution
  - he/she does not make any claim to publication
  - he/she waives any claims arising from the copyright law with regard to publication, duplication, distribution, presentation or other exploitation
  - he/she agrees to be contacted by NSYM
6. A selection from all submitted contributions will be made for publication.

7. By submitting his or her musical contribution, the participant agrees that Bayerischer Rundfunk, acting as a cooperation partner of NSYM, is entitled to use the submitted musical contributions comprehensively as follows.

In this respect, the participant grants Bayerischer Rundfunk the non-exclusive right, unlimited in time, space and content, to archive the musical contribution submitted by the participant and to use it in whole or in part as often as desired - even in part - for broadcasting and performance purposes in physical or incorporeal form, commercially and non-commercially and/or to have it used. The transfer of rights includes in particular:

- the broadcasting right, i.e. the right to broadcast and retransmit, particularly by audio/video broadcasting, wire radio, cable radio, satellite broadcasting incl. DBS, DAB, DMB, DVB, DVBH, DVBT and/or other types of distribution and/or media or similar technical facilities including on-line (for clarification purposes: live streaming/simulcasting is considered broadcasting right);
- the right to transfer the musical contribution to analogue and digital sound and/or data carriers of all kinds and to have them reproduced and/or duplicated, as well as the right to store the production in databases;
- the right to distribute the musical contribution in its entirety or in parts or excerpts, also on individual demand, either itself or through third parties, and to make it publicly accessible and perceptible (§19a UrhG);
- the right to use and/or have used the produced audio, video and/or data carriers for testing, teaching, research, education, documentation and representation purposes as well as at or on the occasion of trade fairs, festivals, exhibitions and competitions;
- the right to change, edit, redesign, translate and subtitle the sound, video and/or data recordings/carriers, including the connection with other works or productions (in particular also for multimedia use and film production), taking into account the artist's personal rights;
- the right to advertise/promote, also in press media. This also includes the right to produce, reproduce and distribute - in all types, forms and media - content or other material including images of the artist for advertising and information purposes;
- the right to transfer the rights granted, in whole or in part, to third parties and to grant these rights of use.

The participant affirms that he has obtained the necessary rights (personal rights, copyrights, ancillary copyrights) from all persons involved in the musical contribution for the aforementioned uses.

The participant affirms that he/she is entitled to transfer the contractual rights to Bayerischer Rundfunk in accordance with these conditions of participation. In this context, the participant shall also indemnify Bayerischer Rundfunk against third parties' claims, including participants and authors, including the costs of legal defence.

Bayerischer Rundfunk is not obliged to use the musical contributions submitted.

Copyrights, that might be exercised by GEMA, shall be excluded from the transfer of rights. The BR will make any necessary notifications for its intended use.

8. The NSYM reserves the right to suspend the possibility of participation completely or temporarily at any time without prior notice and without stating reasons, if
- an excessive number of submissions makes it impossible to store, view and process the contributions.
  - disturbances or misuse occur which might jeopardise the integrity of the project.
9. NSYM reserves the right to exclude a participant violating these terms and conditions.