

# **HCL Sri Lanka Presents** **The Signature Tune Contest**

## **Official Rules**

### **1. BACKGROUND**

HCL (the “Sponsor”), one of the world’s leading IT companies, began operations in Sri Lanka in 2020. A \$9.9 Billion dollar company with 44 years of innovation and legacy, HCL aims to hire over 5000 people in next 3-5 years. HCL believes that skilled, smart, and passionate talent pool of Sri Lanka can deliver best in class IT solutions to its global fortune 500 customers. HCL believes that Sri Lanka’s Ideapreneurs are well suited to collaborate with HCL for their offshore delivery plans.

HCL believes in fostering creativity and innovation. HCL Sri Lanka invites people of Sri Lanka to come forward and use their creativity, composition, and musical arrangement skills to come up with an original instrumental composition that will become the signature tune of HCL in Sri Lanka (the “Contest”). The final tune which will be the outcome of this contest will be the creative asset of HCL and will be used by HCL in its marketing campaigns, social media channels, as well as caller tune by HCLites on their mobile phones, IVR lines, etc.

### **2. ELIGIBILITY**

The Contest is open to all legal residents of Sri Lanka who are eighteen (18) years of age or older at the time of Entry. Employees of the Sponsor, its respective successors, affiliates, officers, directors, subsidiaries, representatives, agents, and other vendor agencies, prize suppliers, advertising and promotion agencies (collectively, “Released Parties”), and their immediate family members (spouse, and parents, children and siblings, and their respective spouses regardless of where they live) and individuals living in the same households, whether related or not, of the above, are not eligible. The Contest is subject to all applicable state and local laws and regulations.

When an entry is submitted on behalf of multiple entrants, the first person to submit the entry, as solely determined by Sponsor, based upon the date and time the entry was received, will be deemed the entrant. Additional submissions of the same entry will be disqualified and not eligible for the Contest.

### **3. PRIZES**

The first prize winner of the Contest will receive 500,000 (LKR).

The second and third prize winners will be given Apple iPads.

- 2nd Prize – Apple iPad 256 GB
- 3rd Prize – Apple iPad 128GB

Prizes will only be awarded upon winner verification and final approval of Sponsor. No prize substitution, transfer, or assignment of the prize is permitted, except by Sponsor in its sole

discretion, or as otherwise provided herein. Only one (1) first prize and two (2) runners up prizes will be awarded in the Contest, provided that a sufficient number of qualified entries have been received.

Any state, local, or other income taxes on prizes are the sole responsibility of each winner.

#### **4. TIMELINES**

The Contest starts and entries may be submitted on November 20th, 2020. The last date to submit entries is still to be determined.

Jury meetings and shortlisting of entries will occur on or around a few days after the deadline.

Felicitation and the announcement of winners will be announced on our social media platforms soon.

All dates/times are 2020/UTC+5:30. The Sponsor's clock is the official timekeeper of this Contest. Sponsor in its sole discretion reserves the right to extend the entry submission period if not enough qualified entries are received at the conclusion of the entry submission period, which could limit the Sponsor from awarding all Contest prizes. If the entry submission period is extended, such notice will be published, along with new timelines for announcements of the winners, on the Contest website at:

[www.hclsrilanka.com/signaturetune](http://www.hclsrilanka.com/signaturetune).

#### **5. HOW TO ENTER**

To participate in the Contest, please visit [www.hclsrilanka.com/signaturetune](http://www.hclsrilanka.com/signaturetune). Read the detailed information and submit the original work along with your contact details.

An entry cannot be altered after it has been submitted. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information or otherwise, shall be disqualified. Only one (1) entry per person is permitted. All entries become the property of the Sponsor and will not be returned to the entrant. Entries not submitted in accordance with the instructions provided on the Contest website and herein, will not be considered in the Contest. By submitting an entry, entrants' consent to having entry information shared with the Sponsor and third parties facilitating the Contest ("Contest Entities").

#### **6. OWNERSHIP AND USE**

By submitting an entry in the Contest, the entrant irrevocably assigns, conveys, and otherwise transfers to Sponsors, its successors, and assigns any and all right, title, and interest in and to the entry and any intellectual property therein, in perpetuity, throughout the world, including without limitation, the exclusive right to edit, change, revise, reproduce, display, perform, publish, distribute, license, sublicense, and sell the entry and any and all intellectual property

therein, in whole or in part, and to prepare, use, and exploit derivative works or improvements thereof, in all forms of media now or hereafter known, in any language throughout the world and in Sponsor's sole discretion.

Entrant grants Contest Entities the right to associate the entry with entrant's name, image, likeness, hometown, and biographical information. With the exception of the prizes detailed herein, the Entrant shall not receive any compensation or credit for Sponsor's use of entries.

Unless prohibited by local law, without the possibility of waiver, the entrant waives any rights of privacy, rights of publicity, intellectual property rights, moral rights, and other rights that may preclude Sponsor from using or disclosing all or any part of your entry in any manner and for any purpose.

By submitting an entry, the entrant further releases Sponsor from any future claims arising out of any use or disclosure of your entry consistent with the Official Rules set forth herein. All eligible entries will be screened and may be published on the internet or in other media at the sole discretion of the Sponsor. Without limiting the foregoing, Sponsor may post any and all submissions on the Contest website or the Sponsor's social media properties during and following the Contest. By submitting an entry, the entrant acknowledges and agrees that they will not now or in the future be paid or compensated in any way for their entry or for granting the Sponsor any of the rights set forth in these Official Rules, whether chosen as the winner or not. The entrant further agrees that Sponsor is not obligated to make use of any of the rights granted in these Official Rules or to use any entries in any way or form.

## **7. FURTHER REQUIREMENTS**

In addition to the requirements previously noted, the following requirements apply to all entries:

Entries must be in English and the entrant's own, original work, and the sole property of the entrant who owns all rights to the entry. In the event the entrant is not conversant in the English language then the entries may be made in either Sinhala or Tamil

- No entry may have been previously published in print, broadcast, or other media, or displayed publicly outside of the Contest or submitted in any other contest or promotion of any kind.
- Modifying, enhancing, or altering another person's or entity's creation does not qualify as an entrant's original work.
- Entries must NOT include content that:
  - with the exception of the Sponsor, promotes/endorse any recognizable company, brand, or logo.
  - includes minor children of others.
  - violates any third-party property or other rights including, but not limited to, copyrights, trademarks, rights of publicity or privacy, or other proprietary rights.
  - involves libellous, defamatory, disparaging, tortuous or slanderous materials.
  - involves explicit or offensive language or content.

- involves violence or abuse.
- portrays imitations of people or characters from movies, television, video games, comic books, etc.
- portrays discrimination of any kind.
- promotes illegal activities of any kind.
- involves tobacco, alcohol, or drugs.
- involves weapons of any kind.
- promotes bigotry, racism, hatred, or harm against any group of individuals, or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, etc.
- denigrates, disparages, or reflects negatively on the Sponsor, its products, or employees, or any other person, company, product, or service; and
- show any alliance to any political party or person.
- is unlawful or contrary to local laws and regulations.

If any entry includes any of the prohibited content listed above, the entry will be disqualified, along with the entrant that submitted it. The above list is not intended to be comprehensive and Sponsor may disqualify an entry if it includes content, which in Sponsor's sole opinion, is otherwise unsuitable in connection with the Contest. Sponsor reserves the right to reject or disqualify any entry at any time, in its sole discretion, without incurring any liability.

## **8. SELECTION CRITERIA**

All entries will be evaluated by a panel of jury members comprising HCL Management Team Members, local artists from Sri Lanka, radio jockeys, and other third parties empanelled by HCL in its sole discretion.

Jury panel formation and the criteria under which the entries will be judged will be provided by Dentsu Grant.

## **9. WARRANTY**

By entering the Contest, each entrant represents and warrants that (i) he/she has obtained all of the necessary rights, licenses, and permissions from any person who may have helped or participated in the creation of the entry; (ii) that the entrant has the right to agree to these Official rules and to grant the rights referred to herein (free from any encumbrances and/or third-party rights); (iii) that the entry conforms to these Official Rules and those listed on the Contest website, and is not subject to any third party agreement(s); and (iv) that no third party consents and/or licenses are required in connection herewith, and that the Sponsor or its agencies will not be required to pay or incur any sums to any person or entity, including without limitation, any copyright collecting societies or holders of copyrights, neighbouring rights, or moral rights, or to persons representing such, as a result of its use or exploitation of Entry materials or rights therein.

**BY SUBMITTING AN ENTRY, EACH ENTRANT FURTHER WARRANTS AND REPRESENTS THAT HIS/HER ENTRY COMPLIES WITH ALL CONDITIONS STATED IN THESE OFFICIAL RULES, AND AGREES THAT THE CONTEST ENTITIES WILL**

BEAR NO LEGAL LIABILITY TO THE ENTRANT OR ANY THIRD PARTIES REGARDING THE USE OF THE ENTRY BY THE CONTEST ENTITIES, AND THAT THE CONTEST ENTITIES SHALL BE INDEMNIFIED AND HELD HARMLESS BY ENTRANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT THE ENTRANT HAS NOT FULLY COMPLIED WITH ANY OF THE OFFICIAL RULES SET FORTH HEREIN.

#### **10. WAIVER, RELEASE, AND LIMITATION OF LIABILITY**

Entrants waive and release Sponsor, its employees, contractors, officers and directors of Sponsor and respective parent companies, affiliates, subsidiaries, advertising, promotional, fulfilment and marketing agencies from any and all claims that entrants may now or hereafter have in any jurisdiction based on “moral rights,” fine art protections, rights of attribution or unfair competition with respect to Sponsor’s exploitation of entries without further notification or compensation to entrants of any kind, and agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor its employees, contractors, officers and directors of Sponsor and respective parent companies, affiliates, subsidiaries, advertising, promotional, fulfilment and marketing agencies, or any other person in connection with this Contest, on the grounds that any use of any entry, or any derivative works, infringe, or violate any of entrants rights therein.

EACH ENTRANT ACCEPTS THE CONDITIONS, STATED IN THESE OFFICIAL RULES, AGREES TO BE BOUND BY THE DECISIONS OF THE JUDGES, AND AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS CONTEST ENTITIES AND EACH OF THEIR PARENT COMPANIES, DIVISIONS, SUBSIDIARIES, AFFILIATES, ADVERTISING, PROMOTION, AND PUBLIC RELATIONS AGENCIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENCIES OF EACH FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND, (INCLUDING REASONABLE ATTORNEYS’ FEES AND EXPENSES) ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE USE, ACCEPTANCE, MISUSE, OR DONATION OF THE PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELLING TO OR FROM ANY CONTEST-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE ENTRANTS’ BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE CONTEST, INCLUDING THESE OFFICIAL RULES. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST ENTITIES AND EACH OF THEIR LICENSEES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Contest Entities is not a confidential, fiduciary, or other special relationship, and that the entrant’s decision to provide any submission to Sponsor for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entry, other than as set forth in

the Official Rules. Each entrant understands and acknowledges that the Contest Entities have wide access to music and lyrics, and that new songs are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many submissions may be competitive with, similar to, or identical to their submission. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Contest Entities' use of any such similar or identical material that has or may come to Contest Entities, or any of them, from other sources. Each entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the entrant's copyright in and to the entry. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of any Contest Entities' actual or alleged exploitation or use of any submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any program, website, advertising, materials or other thing based on or allegedly based on the submission, and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

Each entrant hereby acknowledges and agrees that the Sponsor's trademark and all other intellectual property belonging to the Sponsor, is the exclusive property of Sponsor. Each entrant further acknowledges and agrees that Sponsor's marks and all other intellectual property are valid and enforceable, and that entrant shall do nothing to challenge the validity or enforceability of Sponsor's marks and intellectual property of any form in any forum. Entrants agree that the use of Sponsor's marks, slogans and, characters and other intellectual property is permitted only for the purpose of making an entry in this Contest, and that any use of Sponsor's marks, slogans, and characters and other intellectual property beyond this scope infringes the rights of Sponsor.

## **11. PERSONAL INFORMATION**

Personal information collected from entrants in connection with this Contest will be used in accordance with Sponsor's Privacy Policy which can be found at <https://www.hcltech.com/privacy-statement> and in addition as otherwise set out in these Official Rules for the sole purposes of administering this Contest. If the Sponsor's Privacy Policy conflicts with the Official Rules set forth herein, the Official Rules shall control.

## **12. DISPUTE RESOLUTION AND GOVERNING LAW**

In the event of a dispute between the Sponsor and the Entrant, such dispute shall be resolved amicably between the parties. Where such disputes cannot be resolved by amicable negotiation then they shall be referred for resolution to a Sri Lankan Court with competent jurisdiction.

These Rules shall be governed and construed under Sri Lankan law.