

The Forthlin Sessions

competition terms

In June 2022 it will be Sir Paul McCartney's 80th birthday and the National Trust are celebrating by staging an event on 17 June 2022 centered around music making at Sir Paul and Mike McCartney's childhood home at 20 Forthlin Road, Liverpool, which is one of the properties we care for.

We are running a competition to give four amateur music artists/acts the chance to enter into a Participation Agreement with the Trust which, subject to its terms, will provide them the opportunity to visit, write at and perform at 20 Forthlin Road, known as 'the Birthplace of the Beatles'.

1

The promoter of The Forthlin Sessions competition is THE NATIONAL TRUST FOR PLACES OF HISTORIC INTEREST OR NATURAL BEAUTY (a registered charity with number 205846) whose registered office is at Heelis, Kemble Drive, Swindon, SN2 2NA (the"Trust"/"We"/"Us"/"Our"). We can be contacted via email at beatles@nationaltrust.org.uk.

To enter this "The Forthlin Sessions" competition, please complete the entry form above and submit the whole document (your "entry") to the Trust in accordance with these terms.

The following terms and conditions apply to this competition:

- 1. This competition is free to enter. No purchase of any kind is necessary to take part in this competition.
- 2. The prizes are the chance for four winning entrants to enter into a Participation Agreement with the Trust in substantially the form of the linked draft agreement which, subject to its terms, will provide the winning entrants with the opportunity to visit, write at and perform at 20 Forthlin Road, known as "the Birthplace of the Beatles" and receive guidance (including in relation to the composition of the song to be performed at the event) from Liverpool Institute for Performing Arts ("LIPA"). No cash or other alternatives are available.
- 3. Entries must be received by the Trust between 00:01hrs 5 April 2022 ("the Opening Date") and 23:59 on 30 April 2022 ("the Closing Date") via email to beatles@nationaltrust.org.uk and consist of a fully and accurately completed entry form and a complete copy of these terms and conditions, that is signed to confirm your agreement of them.
- 4. The Trust will not accept:
 - responsibility for entries that are lost, mislaid, damaged or delayed in transit or corrupted, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - proof of transmission as proof of receipt of entry to the competition.
- 5. The competition can be entered by any amateur musician who is UK resident and aged 18 and over, who is available to attend 20 Forthlin Road or other locations on the Dates (as set out in term 6) and is willing and able to participate as set out in the draft Participation Agreement linked, except for the following who are not eligible to enter the competition:
 - · Employees and volunteers of the Trust
 - Anyone who has a recording or music publishing contract, or any contract with any third party record label or similar (either as a duo, band, band member, or solo performer) including under any other alias or stage name
 - · Anyone who is a member of a collecting society

Where the entry is by a duo or group act, all members of the act must be individually eligible to enter.

- 6. The Dates for which you must be available to participate in case you win one of the prizes are between 7.30am to 12.00pm on 17 May 2022 and 17 June 2022. If you win one of the prizes, we may also invite you to participate on further days between 17 May 2022 and 20 June 2022 (as will be notified to you in advance by the Trust) for media and promotional opportunities, but you will not be obliged to attend on these additional days or take part in such media or promotional opportunities. Preparation for the event will take place on 17 May 2022 and the event will take place on 17 June 2022. If an event outside of the Trust's reasonable control means it is necessary for any of the Dates to be amended or postponed, the Trust will notify all the winning entrants as soon as reasonably possible and will work with them to arrange alternative Dates , which shall be within six months of the original dates.
- 7. You may only submit one entry (either as a solo artist or as part of a duo or group). Multiple entries will be disqualified.
- 8. You must include a direct link or links to up to three examples of your original song writing and performance in the entry form to enable the Panel (as defined in term 11) to consider your entry (your "Example Music"). This must be a direct link or direct links to a video or videos of your act performing on YouTube, Vimeo or a similar public service. You cannot amend your entry once it has been submitted, or submit additional songs, so please do not send additional links (or similar) to us. By submitting your entry you warrant that your Example Music does not infringe the intellectual property rights, or any other rights, of any third party and you grant permission for us and the Panel to use it for the purpose of deciding the winners of the competition, but your ownership of any copyright or other rights in it will be unaffected.
- 9. In entering the competition, you confirm that you are eligible to do so and agree to these terms. The Trust may require you to provide proof that you are eligible to enter the competition (for example, that you are 18 or over).

- 10. Any entries received before the Opening Date or after the Closing Date (set out in term 3) or which do not comply with the requirements of any of these terms will be disqualified.
- 11. Eligible entries received by the Trust which fully comply with these terms will be considered by one or more of a panel of 5 ("the Panel") in accordance with the process set out below.
- 12. The Panel will include: at least two Trust representatives, a 20 Forthlin road representative and at least one independent representative with relevant expertise ("Independent Representative").
- 13. The Independent Representative will listen to the first three songs only in the Example Music included in entries which comply in full with these terms to narrow them down to a long list of artists/acts, using the following scoring criteria: i) musical ability and song writing ability based on the information provided on the entry form ii) amount of benefit likely to be obtained by participating in the event based on the personal statement as set out in the entry form and iii) the suitability of your music to be played acoustically (as any performance at 20 Forthlin Road must be non-amplified).
- 14. The long list will consist of 15 artists selected from all entries that are received between the Opening Date and the Closing Date (set out in term 3) and comply fully with these terms.
- 15. The full Panel will select the highest scoring four entrants from the long list as the winning entrants, on the basis of the scoring criteria set out in term 13, who will be invited by the Trust to enter into a Participation Agreement in substantially the terms of the draft linked.
- 16. The selection process set out at in the terms above will happen between 30 April and 9 May 2022. LIPA will have no involvement in the selection process.
- 17. The four winning entrants will each be notified on 10 May 2022 by email to the email address they provided in their entry form ("the Notification"). The winning entrants will have three calendar days to accept their prize and sign and return the Participation Agreement(s) which will be sent to them with the Notification. In the event that the fully signed Participation Agreement, or where the winning entry is not a solo act a fully signed Participation Agreement for each member of the duo or group, is not returned within three calendar days, the prize will be automatically forfeited and the next highest scoring entrant on the long list will be selected as a replacement winning entrant and will be notified by the Trust as soon as reasonably possible. These terms, including the remainder of this term will apply to any replacement winning entrant.
- 18. The Trust must make available information that indicates that a valid award of the prizes took place. To comply with this obligation the Trust will publish the surname and county of each of the four winning entrants who accepted the prizes on the Trust's website at nationaltrust.org.uk/the-forthlin-sessions on 17 May 2022 and until 17 June 2022. Where one of more of the winning entrants is a duo or a group act the surname and county of each of the members of that act will be published along with an indication they are members of a duo or a group act.
- 19. If you object to your surname and county being published, please contact the Trust at the email address given above. In such circumstances, the Trust must still provide this information and your entry to the Advertising Standards Authority on request.
- 20. We will process your personal information in accordance with our privacy policy, which is on our website at https://www.nationaltrust.org.uk/features/privacy-policy. The winning entrants may be asked to take part in publicity related to the competition.
- 21. All entry instructions form part of these terms and conditions.
- 22. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 23. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions and their subject matter (including non-contractual disputes or claims).