

Music Tech Challenge

Terms and Conditions

Updated 11/24/2015

These are the terms and conditions which govern the Music Tech Challenge competition. This Design Challenge requires participants to use specified components supplied free of charge by the Organiser (or purchased on their own) to design and build an innovative and previously unpublished project on the theme of building an Open Source (2.1) Musical Device.

Participants will be required to meet the Conditions for Participation and the winner chosen by the Judges will win the Principal Prizes (detailed below). No other prizes are offered.

1. The Principal terms of the Competition:

The following words and phrases are used in these terms and conditions and have the meanings given to them below.

Competition: Music Tech Challenge (or the Challenge)

Key dates:

Applications Close: 11:59PM (GMT) on 7 December 2015

Competition Period: Challengers' Announcement to Project Submission Close (14 weeks)

Project Submission Close: midnight (GMT) on 14 March 2016

Judging and Voting Close: midnight (GMT) on 18 March 2016

Announcement of Winner (estimated): 29 March 2016

Prizes:

Grand Prize:

*Experience Package for an upcoming Music Tech Fest event

Total Grand Prize value approximately \$2500 USD *to be applied to airfare and accommodations.*

**Details will be announced on www.element14.com/musictech and to the terms and conditions when they become available.*

Second Place Prize:

FENDER STANDARD STRATOCASTER® HSS

Total Second Prize value approximately \$600 USD

Third Place Prize:

GOPRO HERO4 SILVER GOPRO HERO4 SILVER MUSIC BUNDLE

Total Third Prize value approximately \$400

Finisher's Prize:

All Challengers who submit a completed Project will receive a \$100 Gift Card to

Google Play or iTunes.

Competition Site: www.element14.com/MusicTech

Site or element14 Community: www.element14.com/community

Judges: Members of the element14 community team chosen at the Organiser's discretion, members of the Sponsor's organization and other subject matter experts yet to be named.

Judging Criteria: All of the following which will have equal weighting:

- Originality;
- Innovation;
- Technical merit;
- Meeting the goals and intentions of the Challenge as set forth in these Terms;
- Completeness and clarity of Blogs and supporting media describing the evolution and completion of the Project

Organiser: Premier Farnell plc (registered in England and Wales under company number 876412) whose registered office is at Farnell House, Forge Lane, Leeds, UK

Conditions for Qualification: in addition to meeting the requirements of these terms, all persons applying to take part in the Challenge (each one an **Applicant**) must:

- Complete and submit the registration form (Registration Form) on the Competition Site

Minimum number of Challengers: 15

Conditions for Participation: in addition to meeting the requirements of these terms, all persons chosen to take part in and participating in the Challenge (each one a **Challenger**) must:

- Use certain specified mandatory components from all of the following components (Kit) provided free of charge by the Organiser in the completion of their design and build a project that creates an Open Source Music Device (**Project**)

The Kit :

Required Parts:

- BeagleBone Black Rev 3*
- ECAD-MCAD Product Design Suite– 1 Year License**

***Autodesk Fusion 360, CadSoft EAGLE Pro, and Simplified Solutions IDF-to-3D Conversion*

Non-Required Parts:

- Allegro Hall Sensor Linear
- Allegro Hall Sensor Digital
- TI Inductance sensor Eval board
- TI Photodiode
- ADC Board
- Piezo transducer
- Lever Microswitch
- USB Serial cable
- Speaker 50 ohms
- CMOS timer IC
- CMOS dual timer IC
- Dual DAC
- Audio DAC
- Jumper wire Assortment Kit
- Adafruit Proto Cape
- 5 –pin Circular Connector

The approximate value of the Kit is \$1400 USD

- Create an Open Source(2.1) Music Device.
- It is recommended that the Challenger shall post to the Competition Site blogs on the progress of their Project (Blogs) not less frequently than once per week during the Competition Period. Weekly submissions are not required provided the total number of quality blogs is at least [15]. The quality of these blogs is left to the discretion of the Organiser.
- Ensure the Blogs meet the requirements of these Terms and all terms of access and use applicable to the Site.

Sponsor: beaglebone.org and CadSoft EAGLE

Terms: these Terms and Conditions which govern the Competition and to which the Organiser reserves the right to make changes from time to time and the latest version of these Terms will be posted to the Site.

2. Eligibility

- 2.1 Must conform to the Open Source Hardware (OSHW) definition; this definition in various languages can be found at <http://www.oshwa.org/definition/>
- 2.2 Save as set out in these Terms, the Challenge is open to any natural or legal person, firm or company or group of natural persons or unincorporated body.
- 2.3 All Applicants must be aged at least 18 at the time of their application.
- 2.4 Applicants must not enter the Challenge if doing so or taking part may:
 - 2.4.1 cause the Organiser and/or themselves to be in breach of any agreement (including but not limited to any contract of employment) to which they are a party or in breach of any law, regulation or rule having the force of law to which the Organiser or the Applicant may be subject or any policy of the Organiser or the Sponsor;
 - 2.4.2 Require the Organiser to obtain any licence, authorisation or permission to deal with the Applicant; or
 - 2.4.3 Be in breach of any policy or practice of their employer. Some employers prohibit or restrict their employees from taking part in competitions such as these or receiving prizes under them and the Organiser respects those policies and practices.

The Organiser reserves the right to disqualify any Application made in breach of these Terms and to reject any Application which it reasonably believes may be or become in breach. The Organiser reserves the right to require evidence in such form as the Organiser may reasonably require of any Applicant's compliance with any of these Terms and to disqualify any Applicant or Participant who cannot provide such evidence reasonably promptly.

- 2.5 Multiple applications are permitted as long as each is complete, abides by these Terms and represents a discreet Project.
- 2.6 Applications may not be submitted by an agent whether acting on behalf of an undisclosed principal or otherwise.
- 2.7 The Challenge is NOT open to:
 - 2.7.1 Any person or entity who is a resident or national of any country which is subject to sanctions embargoes or national trade restrictions of the United States of America, the European Union or the United Kingdom;
 - 2.7.2 Any employee, director, member, shareholder (as appropriate) or any of their direct families (parents, siblings, spouse, partner, children) ("DirectFamilies") of the Organiser and Sponsors; or
 - 2.7.3 The Judges, Sponsors or any of their Direct Families.

3. Applications:

- 3.1 Each Applicant must fully complete and submit a Registration Form by the Application Close.

3.2 By submitting a Registration Form, each Applicant:

3.2.1 Authorises the Organiser to use his or her personal data (as defined in the Data Protection Act 1998) for the purposes of running and promoting the Challenge;

3.2.2 Authorises the Organizer to copy, reproduce and publish their application should they be accepted as a Participant;

3.2.3 Will be deemed to have read, accepted and agree to be bound by these Terms. Applicants are advised to print and keep safe these Terms;

3.2.4 Authorises the Organiser to copy, reproduce and use the Blogs for the purposes of the Challenge and as otherwise contemplated by these Terms. The Organiser will not be responsible for any inaccuracy, error or omission contained in any reproduction or use of the Project Blogs.

3.2.5 Licenses the Organiser to use the intellectual property in the Project (IP) for the purposes of this Challenge. As between the Applicant and the Organiser the IP remains owned by the Applicant.

3.2.6 Grants the Organiser the right to use his or her likeness, photographs, logos, trademarks, audio or video recordings without restriction for the purposes of Challenge or the promotion of it or the Site;

3.2.7 Agrees to participate positively in all publicity surrounding the Challenge;

3.2.8 Agrees to be responsible for all expenses and costs incurred by him or her in preparing for, entering and participating in the Challenge (save for any expenses expressly agreed by the Organiser to be borne by it in these Terms);

3.2.9 Confirms that he or she owns all IP used in his or her application or Project or Blogs and indemnifies the Organiser from any claim by a third party that use of any material provided by an Applicant to the Organiser infringes the intellectual property rights of any third party;

3.2.10 Agrees not to act in any way or fail to act in any way or be associates with any cause or group which would have a negative impact on the reputation of the Organiser and/or the Challenge and/or the Judges.

3.3 All applications submitted to this Challenge must meet the following criteria:

3.3.1 The application must propose a Project which is independently created and novel and/or a novel improvement to an existing design or product;

3.3.2 Applicants must be the author, creator and owner of the proposed Project. Applicants must not submit someone else's idea;

3.3.3 The proposed Project must be reasonably achievable by the within the time constraints of the Challenge;

3.3.4 Applications must not include or propose any of the following, the inclusion of which shall render any proposed Project ineligible and any application based on any such proposed Projects shall be null and void:

(a) Projects or designs which relate to socially taboo topics, such as illicit drug use or sexual gratification;

(b) Projects or designs that are or could reasonably be considered to be illegal, immoral, discriminatory or offensive as determined by the Organiser and/or the Judges;

(c) Projects or applications in relation to them which if accepted would infringe or breach any of the policies or terms of access or use of the Site.

3.4 No proposed Project or Project may contain any of the hazardous substances identified by Article 4 of Directive 2002/95/EC of the European Parliament on the Restrictions on the Use of Substances in Electronic and Electrical Equipment ("the Directive") or the use of such hazardous substances in the in any such Project must not exceed the maximum concentration values set out in the Directive.

4. Challengers:

4.1 Challengers will be selected by the Organiser, Judges, and/or the Sponsor if applicable, on the basis of the quality of his or her application and its adherence to these Terms.

4.2 The total number of Challengers selected will be at least the minimum number set out in condition 1 above but the actual number is at the sole discretion of the Organizer and/or the Sponsor, if applicable.

4.3 Applications describing the Projects selected for participation may be published on the Competition Site.

4.4 The Organiser will use all reasonable efforts to announce the Participants within 10 business days the Applications Close.

5. Blogs:

5.1 A Blog can be in any language.

5.2 Incomplete, corrupted or incomprehensible Blogs must not be posted. Blogs must not contain content:

5.2.1 Relating to socially taboo topics, such as illicit drug use or sexual gratification;

5.2.2 Which is or may be illegal, immoral, discriminatory or offensive as determined by the Organiser, the Sponsor (if applicable) and/or the Judges;

5.2.3 Which infringes or breaches any of the policies or terms of access or use of the Site.

5.3 Challengers are strongly encouraged to post videos, images and other media as part of their Blogs, including for example:

5.3.1 Images that are legible on screen (640x480 pixel at 72 dpi) (e.g., detailed component level schematic diagrams, photos, flow diagrams, etc.);

5.3.2 Software routines (if applicable);

5.3.3 3d print files, CNC router files or PCB files (if applicable);

5.3.4 A list of all components used (including manufacturer's part numbers).

5.4 Each Blog (and associated content) must be submitted electronically to the Competition Site.

5.5 Each Blog must be published under the Applicant's element14.com username.

6. The Kit:

6.1 The Kit is provided "as is" and the Organiser (and the Sponsor, if any) make no warranties or representations of any kind with respect thereto. The use of the Kit is entirely at the risk of the Participant.

6.2 The Kit may not be returned and no credit, refunds or cash alternatives are available in respect of the Kit.

6.3 The Kit is provided for the purposes of the Challenge only and, without prejudice to the generality of 6.1, the use of the Kit for any other purpose is entirely at the Participant's risk.

6.4 In no event will the Organiser or any Sponsor have any Liability to any Participant or any third party for any incidental, special, direct, indirect, or consequential damages resulting from the Applicant's use of the Kit. Subject to condition 10.2, Challengers are wholly responsible for their use of the Kit and for taking reasonable precautions for ensuring their own safety, in both the assembly and testing of their Projects.

7. Projects:

7.1 Projects must be submitted electronically to the Competition Site by Project Submission Close.

7.2 Projects must accord with the description and parameters for that Project set out in the application for that Project.

7.3 Projects must comply with all requirements of condition 3.3 and, without limitation, must not:

7.3.1 Infringe or give rise to any claim that they infringe the IP of any third party;

7.3.2 Include or give rise to any of the following, the inclusion of or reference to which shall render any Project ineligible to take part in this Competition:

(a) socially taboo topics, such as illicit drug use or sexual gratification;

(b) any material or ideas which could reasonably be considered to be illegal, immoral, discriminatory or offensive as determined by the Organiser and/or the Judges;

(c) any material or ideas which would infringe or breach any of the policies or terms of access or use of the Site.

8. Judging:

8.1 The winner(s) will be selected by the Judges in their absolute discretion based on the Judging Criteria. Winners must meet all eligibility requirements of these Terms. There shall be such number of winners as the Judges shall determine.

8.2 The Judges' decision is final and without right of appeal. No correspondence will be entered into. The Judges reserve the right not to select a winner if, in their sole discretion, they do not consider any of the Projects to merit the Prize.

8.3 The Judges and the Organiser will use all reasonable efforts to complete judging by Judging and Voting Close and to notify the winner(s) via a blog posted on the Competition Site by the Announcement of Winner Date.

8.4 Winners agree to take part in all publicity which the Organiser or the Sponsor wishes to use to promote the Challenge, the Kit or other competitions with which the Organiser or the Sponsor may be connected from time to time. Refusal to take part in any other form of publicity will mean that any Prize and title and status of Winner will be forfeited and the Judges may select another winner.

8.5 Details of the winners will also be published in the media.

8.6 The Competition may include a Community Choice award winner. Any Community Choice award winner will be selected by vote of the members of the Site. Any such winner agrees to his or her name, image, Blogs or Project being publicized and used for promotional purposes in accordance with condition 8.4, 8.5 and all other Terms and agrees and acknowledges that there is no prize associated with winning the Community Choice Award.

9. Prizes:

9.1 Prize(s) must be accepted within 12 months of the date that the Organiser announces the winner(s).

9.2 If a winner declines or fails to accept a prize then the prize and title will be forfeited and awarded to the next appropriate Participant as determined by the Judges.

9.3 The Organiser reserves the right to award prizes in accordance with condition 8.2.

9.4 Any Prize(s) are provided "as is" and the Organiser (and the Sponsor, if any) make no warranties or representations of any kind with respect thereto, whether as to quality, condition, use, suitability or otherwise. The Organiser will use reasonable efforts to pass to the winner the benefit of such warranties (if any) as may be available from the supplier or manufacturer of any Prize. All further warranties or representations in relation to any prize are hereby expressly excluded to the fullest extent permitted at law. Prizes may not be returned and no credit, refunds or cash alternatives are available in respect of any Prize.

9.5 Winners are responsible for all applicable taxes, duties or other charges payable in relation to any prize.

9.6 The Organiser does not control the actual availability of prizes. Prizes are not procured until a winner is determined. The Organiser will make best efforts to deliver the model(s) of the prizes that are available at the time of the award. Substitutions based on availability or export restrictions are at the sole discretion of the Organiser.

10. Liability:

10.1 The Organiser hereby excludes all and any Liability arising out of the competition or the acceptance, use, quality, condition, suitability or performance of any Prize, even where that Liability may arise from the Organiser's negligence.

10.2 Nothing in these Terms will affect any Liability of the Organiser for death or personal injury arising from its negligence, for breach of Part II of the Consumer Protection Act 1987 (in the event that any entrant is entitled to claim rights under the Consumer Protection Act 1987) or for any matter in relation to which it would be illegal for the Organiser to exclude or to attempt to exclude its Liability.

10.3 Subject to 10.2, neither the Organiser, any parent company nor any subsidiary of the Organiser or such parent company or any of their directors, officers and employees (together referred to in these terms and the 'Associates') makes any guarantee, warranty or representation of any kind, express or implied, with respect to this Competition or the Prizes potentially available under it. Neither the Organiser nor any of its Associates shall be responsible for any Liability that may arise out of or in connection with person's participation in this Competition, the claiming, redemption or value of any prizes under it, the use or enjoyment of such prizes or any events or circumstances arising out of or in connection with any of them. Any implied warranties of condition, merchantability or suitability or fitness for purpose of any of them are hereby expressly excluded. Wherever used in these Terms, 'Liability' shall mean any and all costs, expenses, claims, damages, actions, proceedings, demands, losses and other liabilities (including legal fees and costs on a full indemnity basis) arising directly or indirectly out of or in connection with the matter concerned.

11. General:

11.1 The Challenge is organised and sponsored by the Organiser. The Organiser reserves the right to delegate all or any of its powers, rights and obligations arising in relation to the Challenge to any Associate and certain such rights and powers are assumed by the Organiser on behalf of itself and each Associate. Reference to "Organiser" shall be deemed to include reference to each Associate.

11.2 The Challenge may be terminated at any time if there are, in the sole opinion of the Organiser, an insufficient number of entries, or if the Applications are not of an appropriate standard for a competition of this nature. The Organiser has the right to cancel or suspend the Challenge at any time due to circumstances outside its reasonable control.

11.3 The Organiser shall have the sole discretion to disqualify (without correspondence or right of appeal) any Applicant it considers to be adversely affecting the process or the operation of the Challenge or to be in breach of these Terms or to be acting in a disruptive manner or with intent to annoy, abuse, threaten or harass any other Applicant or Participant.

11.4 The Organiser has the right to amend or add to these Terms from time to time. Revised Terms and Conditions will be posted on the Competition Site and it is a condition of entry to the Challenge that Applicants and Challengers agree to comply with these Terms and, if appropriate, such Terms as amended from time to time.

11.5 Headings are for convenience only and do not affect the interpretation or construction of these Terms and Conditions.

11.6 These Terms and the operation of the Challenge shall be governed by and construed in accordance with English Law and any claim or matter arising under these Terms shall be subject to the exclusive jurisdiction of the English courts.