



**Terms and Conditions of Yamaha Music Europe Foundation Competition
to win a Scholarship Programme 2024-2025 Benelux**

ARTICLE 1- THE PROMOTER

- 1.1 The promoter is Yamaha Music Europe GmbH, Siemensstraße 22-34, 25462 Rellingen, Germany and Yamaha Music Europe Branch Benelux, Wattbaan 1, 3439ML Nieuwegein. The promotion is being conducted by Yamaha Music Europe GmbH and its branch. The Sponsor of the Scholarship Programme is Yamaha Music Europe Foundation e.V. collectively (“Yamaha”)
- 1.2 Yamaha reserves the right to cancel this competition at any time by its own sole discretion.
- 1.3 By participating in this Competition, participants agree that they have read, understood, accepted and will comply with these Terms and Conditions.

ARTICLE 2- PARTICIPANTS

- 2.1 Participation in this competition is restricted to students Music students who study at a music college and/or academy/conservatory in Benelux and were born after April 1, 1999, only can take part. (“Participant”). Participants aged under eighteen (18) will receive an email from Yamaha containing a Consent Letter PDF, which must be electronically signed by the Participants’ parents and /or legal guardians.
- 2.2 Employees of Yamaha, its affiliates, their families, agents, and other parties directly involved in this competition are not entitled to participate.
- 2.3 There is no entry fee and no purchase necessary to enter this competition.
- 2.4 The application period of the competition for Pre-Elections to determine Finalists, will run from 1st of October 2024 to 30th of November. After this date no further entries to the competition will be permitted.
- 2.5 Each Participant warrants and represents that his/her Content Submission is original. Participants also warrants that their performance is free of third party’s rights and must not contain illegal or inappropriate content.
- 2.6 Yamaha reserves the right to verify the Participants’ eligibility and /or exclude Participants and its sole discretion at any time and for any reason.

ARTICLE 3- RULES OF PARTICIPATION

3.1 In order to participate in the competition to win a Scholarship amount equivalent to 2000 Euros. The participant must record a video performing of two (2) title/ pieces of Classical music (brass, with or without piano accompany).

The format of the recordings should be .MOV or .MP4, the two titles may be recorded separately, but the individual titles may not be cut, re-edited, overdubbed, etc. Sound and image must be recorded at the same time.

The quality of the sound and video does not influence the later selection process, The length of the two recorded pieces should not exceed 20 minutes in total. The two pieces should represent two different styles and this Video should be uploaded to a general public platform (YouTube etc.) to be able to use it as available in link format.

3.2 Participants then should fill the online application form and submit their Public Video links mentioned in art. 3.1 within the application form. The online applications should be submitted between 1st of October 2024 to 30th of November. Uploads and application submissions after this date will not be counted. Application forms submitted through the above-mentioned links to Yamaha in connection with this competition collectively defined as "Content Submissions".

3.3 Only one entry will be accepted per person. Multiple entries from the same person will be disqualified. No responsibility can be accepted for entries not received by Yamaha for whatever reason. Without following the instruction, the submission will be counted as invalid.

ARTICLE 4- THE WINNER OF THE COMPETITION

4.1 Videos of the participants will be judged based on criteria of Performance by the Jury Members who are experts and professionals at Music Field. The competition will have up to ten (10) finalists chosen by the Jury Members. This chosen finalists will be only pre-selected Finalists and they are not the winners of the scholarship prize. The chosen Finalists will receive an Email from Yamaha about their pre-selection and being Finalists.

The Finalists will be invited to the final, which according to current planning will take place in February/March 2025. The place and the exact date will be announced and contacted by Yamaha where the Finalists should perform face to face in front of the Jury.

Performance: We understand by performance the fact that the playing demonstrated in the submission displays a high level of timing, expression, execution, sound and technique.

4.2 Jury members are: made up of well-known professors and people from the musical world will nominate the scholarship holder after the audition.

4.3 The Winners will be selected by the Jury based on their performance on the Final day mentioned above and contacted through the Yamaha.

4.4 The winners have to confirm the scholarship prize. If in any case Winner disqualifies or rejects to receive the scholarship Prize, Yamaha reserves the right to withdraw the prize from the winner and choose a replacement winner using the same jury.

4.5 This competition is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or any other social network. By entering the Competition participants accept that

they have no claims against Facebook, Instagram or any other social network in connection with this Competition.

ARTICLE 5- THE PRIZE

5.1 The prize for the winners are two scholarships worth amount of 2,000 (two thousand) Euros for each winner for Benelux (“Scholarship Prize”). Each scholarship prize is worth €2,000. Participants have no right to change, amend or swap this scholarship prize.

5.2 The Scholarship prize will be provided to winners by Yamaha.

5.3 The Winner will be contacted by Yamaha, with the information provided by participants at the application form such as (Name, email-address, Telephone number, Bank details).

5.4 The scholarship Prize can be utilized for any purpose that contributes to the furtherance of the Participant’s educational pursuits.

5.5 Winner shall not be entitled to assign her/his right out of this competition to any third party or companies within the group and affiliated companies without YAMAHA’s written consent.

ARTICLE 6- DATA

Participants consent to personal data being used by Yamaha mentioned in this Terms and Conditions and provided in the Content Submission for the sole purpose of administering and executing of this Scholarship Competition. Moreover, we can process personal data about you where we need to do so in order to defend ourselves against legal claims asserted against us in connection with the application process. We are entitled to do so on the basis of Art. 6 para. 1 (f) GDPR, our legitimate interest being, for example, a duty to provide evidence in proceedings under local anti-discrimination laws. If we agree to grant you a scholarship, we can continue to process any personal data already received from you for the purposes of the scholarship if this is required in order to implement or terminate the scholarship on the basis of Art. 6 para 1 (b) GDPR.

We can disclose your personal data to our affiliates where this is permitted under the purposes and on the legal grounds set forth in this article 6. Moreover, personal data is processed on our behalf on the basis of agreements pursuant to Art. 28 GDPR.

We store your personal data for as long as we need to in order to make a decision about your application. If we do not grant you a scholarship, we may still continue to store data where this is required in order to defend ourselves against potential legal claims. In any case, the application documents will be erased six months after the rejection decision was announced, unless we need to store them for longer due to a legal dispute. Where we store your personal data based on your consent, we will continue to do so until you withdraw your consent. Participants can withdraw their consent at any time with effect for the future by notifying Dataprotection@contact.europe.yamaha.com.

Any personal data processed by Yamaha will otherwise be processed in conjunction with the following Privacy Policy found at: [Privacy Policy \(de.yamaha.com\)](https://www.yamaha.com/privacy-policy)

ARTICLE 7- DISCLAIMER

7.1 Yamaha accepts no responsibility for lost or late Content submissions and videos that are not in the correct format.

7.2 Videos with distorted or clipping audio will be excluded from participation.

7.3 Yamaha is not liable for any costs incurred by the Participant in connection with the competition.

7.4 Yamaha reserves the right to refuse unjustified videos, or content submission as well as to withdraw this competition entirely at any time, or to unilaterally modify the Terms and Conditions without incurring any obligations.

7.5 Yamaha shall not be liable for any failure to meet these Terms and Conditions where such failure is caused by any supervening circumstances amounting to force majeure. Such circumstances shall include, but shall not be limited to technical problems, change of Terms and Conditions or decisions/actions/failure by any third party including Yamaha, severe weather conditions, fire, flood, war, earthquake, riots, industrial dispute, terrorism, acts of god, or events that, without fault of either party, render performance impossible or incapable of satisfactory execution.

7.6 Participants' Content Submissions may not contain, depict or show any content that: (i) is sexually explicit or suggestive, offensive, lewd, profane, obscene, or contains nudity or racist innuendo; (ii) promotes any activities that may appear unsafe or dangerous, or any political agenda or message; (iii) defames, misrepresents or contains disparaging remarks about Yamaha or other companies; (iv) contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) or copyrighted materials (including photographs, sculptures, paintings, and other works of art or images published via websites, television, movies or other media) owned by others, without permission; (v) contains any personal identification, such as license plate numbers, or street addresses for any person other than Participant, or otherwise infringes on the privacy of any person other than Participant; (vi) communicates messages or images inconsistent with the positive image and good will of Yamaha's brand; and/or (vii) violates any law. Any Content Submissions that contain, depict, or show such content; that exceed any required file size or length limits imposed by the Competition and/or that violate these Content Submission requirements and/or the terms of these Official Rules will be disqualified. The Competition Promoter reserve the right in their sole and unfettered discretion to screen and disqualify any Content Submission that they believe is inappropriate or not suitable for publication, which does not comply with these Official Rules, or that is not consistent with the spirit or theme of this Competition.

7.7 By submitting a Content Submission and final performances Participant explicitly acknowledges and agrees that the Yamaha and its legal representatives, successors, partners, dealers, affiliated companies including their parent company and assigns as in 3rd Parties shall have the irrevocable, worldwide, transferable right in perpetuity to license, sub-license, edit, alter, post, reproduce, publicly display and publish, in any media, including online or in print, any or all material which Participant sent to Yamaha Music, with or without first and/or last name credit to the Entrant without any additional consideration or approvals from or to Participant; and Content Submissions that attempt to restrict this right will not be considered.

7.8 If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.

ARTICLE 8 – JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of Belgium, the Netherlands and Luxemburg. Each party hereby consents to the exclusive jurisdiction and venue of these courts.

