## **Audio Description Audition - Official Rules**

## July 15, 2023 through December 10, 2023

## NO PURCHASE NECESSARY.

<u>Deluxe</u> and <u>Audio Eyes</u> (the Buyers) will make a total of 4 (four) Audio Description jobs available via audition administered through the Society of Voice Arts and Sciences. The Audition ("Contest") will be administered via online portal beginning on July 15, 2023 at 12 AM PT and ending on December 8, 2023 at 9:30 P.M. PST ("Contest Period").

The first phase of the audition process will take place via <u>online portal</u>. The second and final phase of the audition will take place live, as part of **That's Voiceover Career Expo** on December 8, 2023 at 11:30 AM PST, at the Hilton Los Angeles Airport before a live audience. Contestants (finalists) must be present to audition. Remote auditions (Zooms, teams, etc.) will not be accepted.

The first audition submission must be uploaded no later than October 7, 2023 at 11:59pm PST.) Potential finalists will be notified by October 16, 2023, and five (5) will be confirmed for the **final audition round** to take place live, during That's Voiceover Career Expo, onsite at the Hilton Los Angeles Airport before a live audience on December 8, 2023 at 11:30 AM PST.

The online audition portal can be accessed via (https://sovas.org/audio-description-audition-jam/). All times in the Contest refer to Pacific Time ("PST"). The contest is subject to all applicable federal, state and local laws. ELIGIBILITY: The contest is open to all persons in or outside of the United States, but said persons.

If you are located outside of the United States, you must, by the time of this engagement, HAVE A USA EIN NUMBER ASSOCIATED WITH A US BUSINESS CHEKCING ACCOUNT.

Officers, directors, and employees of Contest Entities (as defined below), members of these persons' immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Contest. Contest Entities, as referenced herein, shall include Audio Eyes (Audio Eyes, LLC, 9250 Reseda Blvd, #2B-107, Northridge, CA 91324), Deluxe (2400 W Empire Ave, Burbank, CA 91504), (collectively, "Sponsors"), and their respective parent, subsidiary, and affiliate companies, and administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Contest.

HOW TO ENTER: To enter the Contest, during the Contest Period log on to www.sovas.org, (the "Website") click on the "Audio Description Audition Jam," and follow the provided instructions to complete and thereafter submit the entry form, which includes your name, address, telephone number, email address, and date of birth (the "Entry"). As part of the Entry, you will be required to submit an audio file ("Audio") based on the script provided. The Audio must be in the following electronic format: MP3 (.mpg). The file (audition) may contain no more than 2 takes and be no larger than ten (10) MB in size. You may submit the audio online according to the instructions provided on the Website. All Entries become the property of Sponsors and will not be acknowledged or returned. You must submit the audio file (collectively referred to herein as the "Submission") as part of your Entry to be eligible for the Contest. Your audition must be original (that is, performed by you), true and verifiable. Entrants warrant that they have the sole and exclusive right to grant such rights to Sponsors and that the Sponsors' reproduction, publishing, displaying, and/or other use of the Submissions will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. If any Submission contains material that is violent, pornographic, obscene, illegal, inappropriate, or racially or morally offensive or if any Submissions do not comply with these Official

Rules or meet Sponsors' standards for any reason, as determined by Sponsors in their sole discretion, such Submissions (and the related Entries) may be rejected as ineligible for consideration. Entries must comply with all applicable laws, rules, and regulations. Sponsors shall have no obligation to copy, publish, display, or otherwise exploit the Submissions. Entries must be received by October 16, 2023 at 11:59 P.M. PST to be eligible for the Contest. Sponsors' computer shall be the official timekeeper for all matters related to this Contest. You may enter once during the Contest Period. Multiple entries received from any person or email address beyond this limit may void all such additional entries. Entries generated by a script, macro, AI or other automated means will be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

JUDGING: A panel of qualified judges selected by Sponsors ("Judges") will review the eligible entries received during the Contest Period and select the Finalist based on the following judging criteria ("Judging Criteria"):

- Accuracy/Pronunciation (25%) is the script voiced as written? Are pronunciations voiced correctly?
- Creative Interpretation (25%) is the script voiced in an engaging manner?
- Consonance (25%) is the tone of voice appropriate to the piece?
- Timing/Flow (25%) are the lines voiced within designated pauses in the original soundtrack? do the descriptions as voiced flow in a manner that is appropriate to the piece?

The decisions of the Sponsors and Judges are final and binding with respect to all matters related to the Contest. Winning is subject to verification of eligibility.

PRIZES: There will be Four (4) separate jobs awarded to two (2) winners, each consisting of the following: A paid Audio Description voiceover job for TV or Film projects to be selected at the sole discretion of the "Buyers." Each job is subject to the timetable, policies, payment rates, and labor practices as determined by each "buyer's" company guidelines. The "buyer's" guidelines is the sole and final arbiter of the job, and it supersedes any miscommunication, error, or omissions stemming from or represented in this document ("Official Rules).

The winner is awarded the job under the same conditions that the "buyer" determines according to their standard hiring practices. The contest winner understands that their employment can be terminated by the "Buyer" for any reason, as per the "Buyers" discretion and the laws of the State of California. Neither the "Buyers" nor SOVAS shall have any responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Prize and are not responsible or liable for any expenses incurred as a consequence thereof. Date and/or time of Event is subject to change. Event is subject to cancellation. All details of the Prize will be determined by Sponsors in their sole discretion.

CONDITIONS: By entering the Contest, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless Contest Entities and their respective

officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the or Contest and/or his/her acceptance, possession, use, or misuse of Prize or any portion thereof (including any travel related thereto); (b) to indemnify Released Parties from any and all liability resulting or arising from the Contest and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, to the posting of such entrant's name on Website and the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any 4 ambiguity or error therein or in the Contest itself, and to be bound by all decisions of the Sponsors, which are binding and final. Failure to comply with these conditions may result in disqualification from the Contest at Sponsors' sole discretion. ADDITIONAL TERMS: Sponsors reserve the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Contest or the operation thereof is unlawful and subject to legal action by Sponsors, who may seek damages to the fullest extent permitted by law. The failure of Sponsors to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, pandemic, act of public enemies, actions of governmental authorities outside of the control of Sponsors (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Contest. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. Sponsors reserve the right to cancel, modify, or suspend the Contest or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsors reserve the right to select Winners from among all eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification, or suspension based on the Judging Criteria above. Notice of such cancellation, modification, or suspension will be posted on the website. Sponsors may prohibit any entrant or potential entrant from participating in the Contest, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or Sponsors' agents or representatives; or behaves in any other disruptive manner (as determined by Sponsors in their sole discretion). DISPUTES: THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE

CONDUCTED IN THE COUNTY OF NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, 5 CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. WINNER ANNOUNCEMENT: For the names of the Winners, available after December 10, 2023, visit <a href="https://www.sovas.org">www.sovas.org</a>, or send a self-addressed, stamped envelope to: Rudy Gaskins, Audition Spotlight, 1697 Broadway, Suite 502 New York, NY 10019.