

# Terms and Conditions of [www.Skoolstarz.com](http://www.Skoolstarz.com)

## 1. Terms

By using or visiting the Skool Starz website or any Skool Starz products, software, data feeds, and services provided to you on, from, or through the Skool Starz website (collectively the "Service") you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) Skool Starz Privacy Policy, found at <https://www.skoolstarz.com/privacy> and incorporated herein by reference, and (3) Skool Starz' Community Guidelines, found at <http://www.skoolstarz.com/terms> and also incorporated herein by reference. If you do not agree to any of these terms, the Skool Starz Policy, or the Community Guidelines, please do not use the Service.

Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version (<http://www.skoolstarz.com/terms>). Skool Starz may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

## 2. Accounts

In order to access some features of the Service, you will have to create a Skool Starz Account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Skool Starz immediately of any breach of security or unauthorized use of your account.

Although Skool Starz will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Skool Starz or others due to such unauthorized use.

## 3. Service

These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service. The Service includes all aspects of Skool Starz, including but not limited to all products, software and services offered via the Skool Starz website, such as the Skool Starz profiles, the Skool Starz Video Players the Skool Starz upload function and other applications.

The Service may contain links to third party websites that are not owned or controlled by Skool Starz. Skool Starz has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Skool Starz will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve Skool Starz from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each other website that you visit.

## 4. Permissions and Restrictions

Skool Starz hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

1. You agree not to distribute in any medium any part of the Service or the Content without Skool Starz' prior written authorization, unless Skool Starz makes available the means for such distribution through functionality offered by the Service.
2. You agree not to alter or modify any part of the Service.
3. You agree not to access Content through any technology or means or other explicitly authorized means Skool Starz may designate.
4. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the Skool Starz servers in a given period of time than a human can reasonably produce in the same period by using

a conventional on-line web browser. Notwithstanding the foregoing, Skool Starz grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Skool Starz reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content. In your use of the Service, you will comply with all applicable laws. Skool Starz reserves the right to discontinue any aspect of the Service at any time.

5. You understand and agree that all original songs written, created and performed by Skool Starz is copyrighted, trademarked and owned by Curtis Kendall Wong (Creator, composer and producer) of Skool Starz songs, music, musical, music video, and CD recordings, and that no claim, royalties, payments, or fees of any kind whatsoever will be paid to performers, artists, and individuals using Skool Starz original music and songs.
6. Applicants/Contestants/Subscribers may only use the Skools Starz original songs to perform a video for use on the Skool Starz web site for audition purposes only.
7. The Applicant/Contestent/Subscriber cannot broadcast, distribute, video-sharing, social media site distribution, file-sharing, copy or duplicate, or perform Skool Starz original music, songs, recordings, content and material (including the music, songs, book, CDs, DVDs, the musical shows) free or by payments without the prior written consent of the Skool Starz Inc. and the copyright/trademark owner Curtis Kendall Wong.
8. The Applicant/Contestent/Subscriber cannot sell or make monies, licensing or royalty fees from the Skool Starz original songs, music and content whatsoever, without the written prior consent of the Skool Starz Inc. and the copyright/trademark owner Curtis Kendall Wong.

## **5. Your Use of Content**

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content.

The Content on the Service, and the trademarks, service marks and logos ("Marks") on the Service, are owned by or licensed to Skool Starz subject to copyright and other intellectual property rights under the law. Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms of Service. You shall not download any Content unless you see a "download" or similar link displayed by Skool Starz on the Service for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of Skool Starz or the respective licensors of the Content. Skool Starz and its licensors reserve all rights not expressly granted in and to the Service and the Content.

You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.

You understand that when using the Service, you will be exposed to Content from a variety of sources, and that Skool Starz is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Skool Starz with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless Skool Starz, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.

## **6. Your Content and Conduct**

As a Skool Starz account holder you may submit Content to the Service, including videos and user comments. You understand that Skool Starz does not guarantee any confidentiality with respect to any Content you submit.

You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to Skool Starz all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service.

For clarity, you retain all of your ownership rights in your Content, except for the songs, words and music that are owned and copyrighted by Skool Starz Inc. However, by submitting Content to Skool Starz, you hereby grant Skool Starz a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and Skool Starz' business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms of Service. The above licenses granted by you in video Content you submit to the Service terminate within a commercially reasonable time after you remove or delete your videos from the Service. You understand and agree, however, that Skool Starz may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.

You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Skool Starz all of the license rights granted herein.

You further agree that you will not submit to the Service any Content or other material that is contrary to the Skool Starz Community Guidelines, which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.

You may not post fan mail that has profanity or a negative connotation. Fan mail is meant for encouragement for the singers and Skool Starz holds the rights to ban any user that does not follow this guideline.

Performing the Skool Starz original songs, music and content, you are not authorized to:

- Synchronize the music in timed relation with other audio/visual content and display/perform such productions on your own Internet website and on video-sharing websites (such as Vimeo, Facebook, YouTube, etc.)
- Copy, duplicate, provide access to, sell, lease, loan, act as reseller or distributor, or give away unsynchronized (not part of a media project) music from Skool Starz by any means including the world wide web, email, streaming audio, peer-to-peer file sharing, "Bit Torrent" websites or through any Sampling instrument or product, or any delivery method now known or which shall become known.
- You may not share Skool Starz music between users of any kind, including other Skool Starz users. Provide remote access to unsynchronized music from Skool Starz to any location for any purpose whatsoever. Display audio/visual content synchronized with Skool Starz music on multiple websites or third- party websites except as indicated above (video-sharing websites).
- Monetize or otherwise allow ads to be placed through a video-sharing website (such as YouTube, Facebook, Vimeo, etc.) or in any way collect money from a video-sharing website for the performance or display of any video containing Skool Starz songs, music or content.
- Add lyrical or vocal content with lyrics, sung (or "rapped") in coordination with the harmony and rhythm of the Skool Starz music track, or in any way create a derivative copyright or add new musical material to the original music. (This clause does not apply to any dialogue or narration associated with the movie itself).

### **No Cover Songs on Skool Starz**

You are not allowed to upload a cover song by any composer, musician or artist. You may only perform and video songs that are owned, copyrighted by Skool Starz Inc. and Curtis Kendall Wong and listed on the Skool Starz web site.

Any music content that you own the rights to and have submitted to the Skool Starz website will not be used or published on Skool Starz . You may only submit content that are owned and copyrighted by Skool Starz Inc. and Curtis Kendall Wong and listed on the Skool Starz web site. Users are not allowed to submit, post or publish any Skool Starz owned and copyrighted material or content on any media outlet such as tv, advertising, websites, phones apps, print.

Skool Starz does not endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and Skool Starz expressly disclaims any and all liability in connection with Content. Skool Starz does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and Skool Starz will remove all Content if properly notified that such Content infringes on another's intellectual property rights. Skool Starz reserves the right to remove Content without prior notice. Skool Starz is committed to helping copyright holders find and remove allegedly infringing content from our platform. We are interested in cooperating with copyright owners in removing material that they believe to be infringing and provide Skool Starz with information reasonably sufficient to permit us to locate and remove that material.

### **Submit a copyright takedown notice**

If you believe your copyright-protected work was posted on Skool Starz without authorization, you may submit a copyright infringement notification. These requests should only be submitted by the copyright owner or an agent authorized to act on the owner's behalf. The fastest and simplest way to notify Skool Starz of alleged copyright infringement is at: [info@skoolstarz.com](mailto:info@skoolstarz.com)

### **Copyright takedown basics**

If you get a copyright takedown, that means your video has been taken down from Skool Starz because a copyright owner sent us a complete legal request asking us to do so. When a copyright owner formally notifies us that you don't have their permission to post their content on the site, we're required by law to take down your upload. Keep in mind, videos can be removed from the site for different reasons, not all of which are copyright-related.

## **7. Contest Rules**

This contest is for amateurs only – All professionals will be disqualified. As the producer, Skool Starz Inc. Reserves the right, exercisable at any time in its sole discretion, to disqualify you or any member of your act from the competition or the audition process should such individuals supply untruthful, inaccurate or misleading personal details or information or for any other reason whatsoever.

All decisions regarding the applicants/participants and performers invited to audition are final and there is NO APPEAL PROCESS.

If applicants are selected for the Semi-Finals and Final Performances, the applicants must complete and return the **Printed Registration** form , **Contestant Information** and **Contestant Declaration** forms that will be emailed to the Semi-Finalists. The 3 forms must be submitted via email (i.e. print, fill out, scan, and email).

The Semi-Finalists are to be selected by April, 2016 and Finalists June, 2016. The Winner shall be chosen by August 2016.

### **Entering Contest**

In order to enter the contest you must sign up for Skool Starz by submitting the Talent Video Form on-line at [www.skoolstarz.com](http://www.skoolstarz.com) web site and agree to the terms & conditions. After you sign up, upload your performance of the any one of the Skool Starz songs on the web site. The performance should be basic and audible. No professional productions are required. **You must be a Canadian Citizen and 17 or Under.** By contacting Skool Starz Inc. you are allowed to link your video to the website and post your performer profile.

If you are selected for the semi-finals, you will be sent the "Semi-Final Agreement" for completion and return to Skool Starz Inc. in order to continue to the semi-finals.

### **Video Creation Rules**

- **The song must be a Skool Starz original song (words and music) that is copyrighted and owned by Skools Starz Inc (Curtis Kendall Wong).** The songs are listed on [www.skoolstarz.com](http://www.skoolstarz.com)
- Bands and duets are not allowed to compete.
- Video should be recorded 16:9 ratio, check out "Recording your video" below for help
- One song per video (medley is acceptable, but must be under 1 minute)
- **No audio filter** may be used and no *SOFTWARE post recording* (ex. autotune, echos), You can use a great mic to record, but audio must be **RAW and UNEDITED**
- Instruments are allowed to be used while singing
- Video files we support for upload MOV, MPG, AVI, FLV, F4V, MP4, M4V, ASF, WMV, VOB, MOD, 3GP, MKV, DIVX, XVID
- No nudity, sexual behavior, profanity, or absence content allowed. We hold the rights to remove a video deemed such.

### No Cover Songs

You are not allowed to upload a cover song by any composer, musician or artist. You may only perform and video songs that are owned, copyrighted by Skool Starz Inc. and Curtis Kendall Wong and listed on the Skool Starz web site.

### Auditions

Auditions are the only way that Skool Starz lets performers into the contest. Before auditioning it is recommended to read the contest rules first. There are some *key rules* to keep in mind before you audition:

- **The Song must be a Skool Starz original song (words and music) that is copyrighted and owned by Skools Starz Inc (Curtis Kendall Wong).** The songs are listed on [www.skoolstarz.com](http://www.skoolstarz.com)
- Audition must be a video of you singing. **We do not accept audio only** auditions
- To help your chances of getting accepted you can get more likes for your audition.
- It helps to have auditions be longer then 30 seconds, so our audition team can evaluate your performance.
- If audition is accepted you will be notified by email and your performer account will be activated.
- The maximum video performance length should be 60 to 90 seconds.

### Voting and Rules for Voting

Social media sharing is encouraged to help increase votes for your videos. The top 3 highest videos will be considered to qualify to the semi-finals, but not mandatory. A single user can not win more then one video entry.

- Only one vote per video can be made per person
- User can not vote on their own video
- In the event of a tie, the winning money will be split evenly between the people who tie

### Winning

Each contest will be judged by a panel of industry professionals selected by Skool Starz Inc. and Curtis Kendall Wong. The Winner will be selected by the judges based on their video performance including:

Showmanship, charisma, vocal, dance, acting and performance abilities/talent.

- The Video with the most votes may be considered for the Semi-finals, but is not mandatory
- The Video with the second most votes may be considered for the Semi-finals, but is not mandatory
- The Video with the third most votes may be considered for the Semi-finals, but is not mandatory
- In the event of a tie, the winning money will be split evenly between the people who tie

All decisions are final and no appeal process will be allowed.

### Winner Prizes

The winner shall receive:

- Cash prize of \$500
- CD recording of a featured Skool Starz song
- Music video production of the featured song with the Winner starring and performing
- Other prizes to be determined & announced from sponsors.

## **8. Disclaimer**

The materials on Skool Starz web site are provided "as is". Skool Starz makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Skool Starz does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

## **9. Limitations**

In no event shall Skool Starz Inc., affiliates, directors, employees or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on Skool Starz Internet site, even if Skool Starz or a Skool Starz authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

## **10. Revisions and Errata**

The materials appearing on Skool Starz's web site could include technical, typographical, or photographic errors. Skool Starz does not warrant that any of the materials on its web site are accurate, complete, or current. Skool Starz may make changes to the materials contained on its web site at any time without notice. Skool Starz does not, however, make any commitment to update the materials.

## **11. Links**

Skool Starz has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Skool Starz of the site. Use of any such linked web site is at the user's own risk.

## **12. Site Terms of Use Modifications**

Skool Starz may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

## **13. Governing Law**

Any claim relating to Skool Starz web site shall be governed by the laws of the Province of British Columbia without regard to its conflict of law provisions.

General Terms and Conditions applicable to Use of a Web Site.