

## RULES OF THE MAWOMA COMPETITION 2019

Version no. 1/Effective date 7 January 2019

### **PREAMBLE**

MAWOMA, a non-profit organization governed by the law of 1 July 1901, listed in the French national register of non-profit organizations (RNA) under number W751235781, having its registered office at 1 rue Edgar Faure – 75015 Paris, represented by Mrs Clémence Guerrand in her capacity as President (hereafter the "Organization"); organizes an itinerant international competition (hereafter the "Competition"), which runs for 12 months, for women under age 40 who wish to be orchestral conductors.

The Competition consists of several stages.

First of all, the Competition is broken down into six competitive events, held in six cities on six different continents (hereafter the "Continental Events").

Candidates are invited to apply to enter one of the Continental Events open to them, based on the eligibility criteria described below. It is stipulated that the opening and closing dates for applications varies depending on the date on which each Continental Event is scheduled.

At the end of the application period for each Continental Event, three candidates shall be selected to compete in the said event, based on their application, according to the criteria described below.

The winners of each Continental Event shall be invited to compete in a final (hereafter the "Final") to be held in Paris, under the terms and conditions that will be disclosed in due course.

Application to the Competition presupposes unqualified acceptance and observance of all these rules.

### **1) ENTRY CONDITIONS**

#### **1.1 ELIGIBILITY**

The Competition is reserved for women orchestral conductors.

The Competition is open to candidates of all nationalities who are under age 40 on the date the application is submitted.

To submit an application to a Continental Event, the candidate must be a national of a country of the said continent.

To check which continent is attached to each country, the candidate can consult the tab "**Geographic Regions**" on the web page <https://unstats.un.org/unsd/methodology/m49/>.

The candidate hereby acknowledges and accepts that this nationality requirement is a prerequisite for entry to the Competition. The candidate is solely responsible for complying with this condition and hereby discharges the Organization from any recourse on this point.

The candidate can only enter one Continental Event. It is strictly prohibited to compete in several Continental Events. If the candidate has proof of dual nationality allowing her to enter several Continental Events, she must choose one of those events.

## 1.2 APPLICATION DEADLINE

The complete application must be submitted before the application deadline set as follows depending on the Continental Event concerned:

- **Continental Event Europe (Vienna, Austria, 11 April 2019)**  
Opening of applications: 8 January 2019 – 12 noon (Paris time)  
Closing of applications: 8 March 2019 – 12 noon (Paris time)
- **Continental Event North America (Los Angeles, U.S.A., 28 March 2019)**  
Opening of applications: 25 January 2019 – 12 noon (Paris time)  
Closing of applications: 25 March 2019 – 12 noon (Paris time)
- **Continental Event Africa (Johannesburg, South Africa, *date forthcoming*)**  
Opening of applications: *date forthcoming*  
Closing of applications: *date forthcoming*
- **Continental Event Oceania (Sydney, Australia, *date forthcoming*)**  
Opening of applications: *date forthcoming*  
Closing of applications: *date forthcoming*
- **Continental Event Asia (Tokyo, Japan, *date forthcoming*)**  
Opening of applications: *date forthcoming*  
Closing of applications: *date forthcoming*
- **Continental Event South America (Rio, Brazil, *date forthcoming*)**  
Opening of applications: *date forthcoming*  
Closing of applications: *date forthcoming*

## 1.3 HOW TO SUBMIT AN APPLICATION

Applications should be submitted online at the following address: [www.mawoma-awards.com](http://www.mawoma-awards.com).

The candidate hereby acknowledges and accepts that submitting an application does not automatically entail participation in the relevant Continental Event, since all applications are examined by an artistic committee responsible for selecting the candidates for each event.

### 1.3.1. Application fee

An application fee of €220 inclusive of tax must be paid when submitting an application.

The application fees can be paid online, when confirming the application, by means of the online payment service Stripe®. Any submission of an application implies unqualified acceptance of the general terms of use of Stripe® available for consultation at the following address: <https://stripe.com/fr/legal>.

The Organization does not refund application fees. The candidate cannot demand a refund, for whatever reason, especially if she has not been selected to compete in the Continental Event in question or if, after being selected, she is unable to compete for any reason.

### 1.3.2. Application

The application must contain the following documents:

- copy of currently valid identity papers (files in .jpeg or .pdf format not exceeding 10 MB)
- curriculum vitae (maximum 2 pages) and letter of recommendation (files in .jpeg or .pdf format not exceeding 10 MB)
- recent photo, preferably showing the candidate during one of her performances (files in .jpeg or .pdf format not exceeding 10 MB)
- A video recording showing the candidate conducting an orchestra (files in .jpeg or .pdf format not exceeding 10 MB) including full-face shots of the candidate (from the orchestra).

Only complete applications shall be accepted when selecting the candidates who will participate in the Continental Events.

Any application containing inaccurate or falsified information or documents shall be automatically rejected or may lead to the candidate's disqualification once selected.

The documents and files comprising the application shall not be returned.

The personal data collected directly, the entry of which is mandatory, are the subject of processing, notably for the purposes of entry to the Competition, selection of candidates, organization of the Competition and awarding prizes.

The Organization shall keep the data for the duration of the Competition and then delete the said data.

However, the data used to establish proof of a right or contract or to comply with a legal obligation may be securely archived for a period of time, which cannot exceed that required for the purposes justifying such data retention.

In accordance with the current statutory and regulatory provisions, particularly the amended law no. 78-17 of 6 January 1978 on data privacy and the European regulation no. 2016/679/EU of 27 April 2016, the candidate has a right of access, rectification, portability and deletion of her personal data or even the right to restrict the processing thereof. She may also object to the processing of her personal data on legitimate grounds.

To exercise these rights, the candidate should send a request to the following postal address: 1 rue Edgar Faure – 75015 Paris, or by e-mail to [emily.metanier@mawoma-awards.com](mailto:emily.metanier@mawoma-awards.com) stating her full name.

The candidate is also entitled to lodge a complaint with the national data protection authority, CNIL.

## **2) ORDER OF EVENTS OF THE COMPETITION**

### **2.1 SHORTLIST OF CANDIDATES**

The applications to each Continental Event shall be examined by an artistic committee, which will decide on the three (3) candidates selected for each event.

The artistic committee has final discretion on the selection of candidates and does not have to explain its choice.

In any event, the Organization makes sure that ideology, politics, religion, race or disability and discrimination for whatever reason play no role whatsoever in the selection and rejection of applications.

Once the candidates have been selected for each Continental Event, the Organization shall send the practical arrangements, conditions and imposed programmes to each candidate, under the same conditions (by e-mail to the address given when submitting the application) and within the same time limits, before the said event takes place.

## **2.2 CONTINENTAL EVENTS**

Each Continental Event unfolds in two imposed parts.

**(i)** An event lasting 2 to 3 hours per candidate, in "rehearsal" format (according to the internal rules of each orchestra and the practical arrangements and conditions that shall be disclosed to the candidate beforehand), during which the candidate can demonstrate her capabilities to get an orchestra to work on several imposed works, on an identical programme: one classical work, a short contemporary piece and a piece accompanying a soloist. At the end of these three "rehearsals", the panel of judges will award a certain number of points to the candidates.

**(ii)** A final event, in "concert" format, during which the three candidates shall perform a piece of their choosing, selected from a set list of major works sent to them. It should be noted that the same work may be chosen by several candidates.

At the end of the final event, the panel of judges shall add the points awarded during the "rehearsals" and the "concert" to the points awarded by the three other voting entities (orchestra, audience present and online audience, voting by means to be determined in due course (see the website [mawoma-awards.com](http://mawoma-awards.com) for more information) according to the following scoring system: panel of judges, 55% of points, orchestra 25%, audience present 15%, online audience, 5%. The winner shall be announced after the panel of judges' deliberation and shall receive a prize under the terms and conditions and in the forms provided for in these rules

The practical arrangements for each event and the programmes imposed by the Organization shall be disclosed to the selected candidates in the forms and under the conditions provided for above.

## **2.3 FINAL**

The Final, which brings together the 6 winners of the Continental Events, will be held in Paris.

At the end of the Final, the panel of judges and the audience will award points to the candidates. The method of awarding points to determine the winner is the same as for the Continental Events: the panel of judges, 55% of points, the orchestra 25%, the audience present 15%, the online audience, 5%.

The date, place and practical arrangements of the Final and the imposed programmes shall be sent to each winner of a Continental Event, under the same conditions (by e-mail to the address given when submitting the application) and within the same time limits, which will be decided in due course.

The results of the Final shall be announced at the end of the panel of judges' deliberation, according to the arrangements and timing that shall be decided in due course.

The winner of the Final shall receive a prize under the conditions and in the forms provided for in these rules.

## **2.4 ORDER OF APPEARANCE**

The candidates' order of appearance at each event is determined by drawing lots.

## **2.5 VENUE OF EVENTS**

Each candidate must present herself at the requested time at the venues indicated by the Organization.

She will be disqualified in the event of absence or lateness.

All the events are open to the public.

## **2.6 PARTICIPATION COSTS**

The candidates pay for all their expenses during the Continental Events (travel, meals, accommodation, etc.).

During the Final, the travel expenses and meals of the candidates still competing shall be paid for on the basis of a lump-sum to be determined, under the conditions and by the methods that will be made known to the candidates in due course. The candidates shall have the option to stay free of charge with a family (bed and breakfast) in Paris while the Final is in progress, according to the practical arrangements that shall be sent to them in due course. Any other type of accommodation chosen by all or some candidates shall be at their own expense.

## **2.7 PANEL OF JUDGES**

The panel of judges is made up of a committee of orchestral conductors, directors of musical institutions and renowned musicians.

The deliberations of the panel of judges are confidential.

The panel of judges is impartial. For this reason, the candidate shall not contact the panel of judges regarding the Competition.

## **2.8 MISCELLANEOUS PROVISIONS**

The candidates selected undertake to abide by the Organization's instructions in order to ensure the smooth running of the Competition.

The candidates participate in the events of the Competition on a voluntary basis. Each candidate may decide to interrupt her participation in the Competition at any time. In that case, or if she fails to attend an event, the candidate will be disqualified. Under no circumstances may the candidate seek deferral of an event or compensation for her disqualification, or for any expenses incurred while participating in the Competition.

If a candidate wishes to put an end to her participation in the Competition, it is up to her to inform the Organization of her decision.

The candidates' participation in the Competition is without consideration and does not give rise to any form of remuneration and/or compensation.

Should one or more candidates be unable to attend the Continental Event or the Final for whatever reason, the Organization is not bound to designate another candidate and/or to replace the missing/defaulting candidate.

## **3) PRIZES**

The panel of judges awards the prizes.

They cannot be shared.

### **3.1 CONTINENTAL EVENT**

Each winning candidate of a Continental Event shall receive:

- A trophy offered by Cartier, partner of the Organization,
- An undertaking by the orchestra and/or the venue partnering the Continental Event to invite the winner to perform, within 2 years of the announcement of the result, for a concert date in the context of its programming.

### **3.2 FINAL**

The winning candidate of the Final shall receive:

- A cheque for €20,000,
- A trophy offered by Cartier,
- A product of the Cartier brand to be determined in due course,
- An undertaking by the orchestra and/or the venue partnering the Final to programme the winner, within 2 years of the announcement of the result, for a concert date in the context of its programming.

These prizes cannot be exchanged or refunded.

## **4) CANDIDATES' UNDERTAKINGS**

**4.1.** The winners of the Continental Events are hereby informed and accept that they may be selected by Cartier, a partner of the Organization, to perform at a private event organized by the Cartier, under the conditions and practical arrangements that will be communicated to them in due course.

The winners selected undertake to perform at the event to which they are invited, unless they can prove a case of force majeure or a pressing legitimate reason.

Failure to honour this undertaking may result in the withdrawal and/or annulment of the prizes awarded.

It is expressly stipulated that Cartier shall have complete freedom to decide whether or not to hold the private events and in selecting the winners invited to perform at these events.

**4.2.** The winner of the Final is hereby informed and accepts that she maybe invited by Cartier to perform at a private event organized by the latter, under the conditions and practical arrangements that shall be communicated in due course.

In that case, the winner undertakes to perform at the event to which she is invited, unless she can prove a case of force majeure or a pressing legitimate reason.

Failure to honour this undertaking may result in the withdrawal and/or annulment of the prizes awarded.

It is expressly stipulated that Cartier shall have complete freedom to decide whether or not to hold the private event.

## **5) PERSONALITY RIGHTS**

**5.1.** The candidate hereby authorizes the Organization and its partners to proceed with the filming, capture and attachment of her image, words and voice during any of the stages and phases of the Competition, including in particular the rehearsals, events and prize giving.

For this reason, the candidate assigns to the Organization, for promotional, informative, commercial or non-commercial purposes, all reproduction and representation rights concerning her full name, image, voice, accompanied or not with recorded or post-synchronized sounds, comments or a dialogue, for the purpose of capitalizing on all or part of this content by hitherto known or unknown means of diffusion, in all formats, by all methods and processes hitherto known or unknown, for the entire world and for an indefinite term, including a minimum term of 5 (five) years.

**5.2.** The candidate hereby accepts that her full name may be combined with her image, voice, words, and combined with captions or any other type of text, audio comment and/or image of third parties. The captions, comments and images of third parties accompanying the diffusion of her images, recordings and/or photographs must not be prejudicial to her reputation, privacy or integrity.

**5.3.** It is understood and agreed that under no circumstances is the Organization bound to use or to capitalize on all or part of her image, words or her full name.

**5.4.** The candidate hereby discharges and releases the Organization from any complaint or claim on her part, or concerning her, in relation to the use of her image, words and her full name.

**5.5.** The rights provided for above are assigned free of charge, which the candidate explicitly acknowledges and accepts.

Accordingly, the Organization shall not pay any amount to the candidate for the assignment of the rights attached to her image, words, voice and full name.

In this context, it is agreed that the candidate hereby foregoes any claim and legal action concerning the free nature of the assignment and its validity.

## **6) INTELLECTUAL PROPERTY**

**6.1.** The candidate hereby authorizes the Organization and its partners to proceed with the filming, capture and attachment of her artistic performances delivered in connection with the Competition, notably on the occasion of the rehearsals and events (hereafter the "Performances").

The candidate assigns to the Organization, for promotional, informative, commercial or non-commercial purposes, all rights (copyrights and ancillary rights) pertaining to the Performances, on an exclusive basis, for the term of protection of the rights, in accordance with current or future statutory and regulatory provisions and international conventions, for the entire world, and more particularly the following rights:

- to record directly or indirectly, capture, attach, reproduce all or part of the Performances (notably sounds and images) by any technical means and processes hitherto known and unknown, in whatever form and number, on all media hitherto known or unknown, in all formats, in every language, in original version and/or any version, dubbed or subtitled, in colour or in black and white;
- to reproduce directly or indirectly all or part of the Performances in any form whatsoever, on all media, in all formats, in every language, in original version or subtitled and by all technical processes hitherto known or unknown (and notably mechanical, electrical, radio-frequency, magnetic, digital processes);
- to communicate and release to the general public, represent, use and adapt all or part of the Performances, notably by capitalizing on and making known the Performances, or by having any person of its choosing capitalize on and make known, throughout the world, these reproductions combining the image and sound or not, in whole or in part, by any means hitherto known or unknown,

on all media (notably film, video recording, phonogram, CD, DVD, etc.), in all formats and by all technical processes hitherto known or unknown, both public and private, in all venues for exhibition, free or paying events, equally in venues enabling collective reception, and by any means enabling reception in the home or by subscription, through all computer, digital, data retrieval and telecommunications networks, notably with a view to use on offline or online networks, Internet (including corporate sites, social media, and sharing platforms), intranet, telephony, internal or external servers, cloud computing, digital readers, tablets and all other existing or future similar processes, by means of broadcast transmission whether free, paying or by subscription, by all processes inherent to this communication mode, by sale, rental or loan to private individuals and by radio broadcasting, discs, cassettes, video recordings including the Performances, as well as in the form of promotional trailer, video clip, for commercial and/or advertising purposes;

- to proceed with any secondary or derivative use, notably reproducing and exploiting, by any technical means and processes hitherto known or unknown, excerpts of recordings of the Performances, whether or not combining image and sound, of all sound and speaking elements as well as any photographs taken on the occasion of the Performances with a view to their graphic publication for any commercial or non-commercial, advertising or promotional purposes, on all media and by any means;

- the right to assign or licence to a third party all or part of the rights assigned;

- generally speaking, the right to benefit from all proprietary prerogatives on the Performances.

**6.2.** The assignment of the aforementioned rights is made free of charge, which the candidate explicitly acknowledges and accepts.

Accordingly, the Organization shall not pay any amount to the candidate for the assignment of the rights attached to the Performances.

In this context, it is agreed that the candidate hereby foregoes any claim and legal action concerning the free nature of the assignment and its validity.

**6.3.** Participation in the Competition implies no assignment or licence for the benefit of the candidate of the intellectual property rights that the Organization and/or its partners may hold now or in future.

## **7) INSURANCE AND COMPENSATION**

The candidate shall take out all the necessary insurance policies to cover any loss of any kind whatsoever she may suffer or cause to a third party during the course of the Competition. In this respect, the candidate undertakes to take out cover including but not limited to physical injury and damage to property she may suffer or cause to the other candidates, to property and to third parties, in the context of her participation in the Competition.

In any event, the Organization accepts no liability, barring case of gross negligence, for any loss suffered by the candidate and the latter guarantees the Organization against any complaint or claim because of a loss she may cause to any third party.

## **8) OBJECTIONS**

The decisions of the artistic committee concerning the selection of candidates and of the panel of judges concerning the evaluation of the candidates shall be final and not subject to appeal.

The candidates may not object to these decisions.

## **9) MODIFICATION OF THE RULES**

To ensure the smooth running of the Competition, the Organization reserves the right to make additions, deletions and/or modifications to these rules.

The Organization shall duly inform the candidates of such changes by any written means. The candidates must accept the new rules or withdraw from the Competition. A candidate's withdrawal from the Competition shall not give rise to a refund of the costs she incurred, notably the application fee.

## **10) DISPUTES**

These rules are governed by French law.

Any dispute on the interpretation or execution of the rules that cannot be resolved amicably shall be brought before the competent courts in the jurisdiction of the Court of Appeal of Paris.

## **11) OFFICIAL VERSION OF THE RULES**

The rules are written in French and have been translated into English.

The French version of the rules is deemed the only official version. Should there be a discrepancy between the French version of the rules and their English translation, the French version of the rules shall take precedence.

## **12) MISCELLANEOUS**

**12.1.** Should one or more provisions of the rules be deemed invalid, or declared as such by law, regulation or by final decision of the competent court, that provision shall be regarded as unwritten, while the other provisions shall retain their full effect, barring those that may not be severable from the invalidated provision.

The Organization may replace the invalid clause by other provisions in line with the spirit of the rules.

**12.2.** The Organization's failure to invoke a candidate's default or breach of any of her contractual or legal obligations shall not be construed as a waiver of the right to invoke the said default or breach. The Organization's failure to invoke a stipulation of the rules in no way implies a waiver of the benefit of the said stipulation.

**12.3.** The headings of the clauses herein are solely provided for easy reference. They are not contractually binding and have no particular significance.