

Contest rules

IMPORTANT

Because of the anonymous nature of submissions, we will not be able to inform anyone submitting if their submission is deficient. Since there will be no way for someone to easily correct or revoke their submission, we have summarized what we perceive as the most likely grounds for disqualification below.

Any submission that contains an element that is **not fully your original work** (with sounds recorded by you or your named collaborators) may be limited or completely restricted from eligibility. If you worked with others or used external sources, you should fully list and disclose those sources in your submission.

All submissions will initially be posted anonymously, so you are giving the Wikimedia Foundation the right to reproduce and perform your audio without attribution during the duration of the contest. After the contest is over, all submissions will be de-anonymized. Submissions with adequate attribution information will be posted by the Wikimedia Foundation to Wikimedia Commons and licensed as [Creative Commons Attribution-ShareAlike 4.0 International](#).

All ten finalists' work will be de-anonymized and licensed as [Creative Commons Attribution-ShareAlike 4.0 International](#) before voting takes place on Wikimedia Commons. **The one winning finalist** will need to assign their rights to their submission to the Wikimedia Foundation such that we can use it as a sound logo. You must be comfortable with giving this permission to participate.

Any perceived manipulation of the submission, screening, or community-voting process is grounds for disqualification.

Although this is not a substitute for reading through the entire rule set, this may provide clarity and context for the full set of rules.

Creative requirements

1. **Original.** You must have the right to use all components of your sound logo because either:

A. They are original recordings, or

B. Any samples used are subject to a Creative Commons Zero (CC0) license or copyright-free because they are verifiably public domain.

2. **Unique.** To the best of your knowledge, your sound logo should be unique and distinctive from all other music tracks, audio compositions, and sound logos.

3. **Complexity.** Your sound logo should comprise at least two overlapping layers, textures, or sounds.

4. **No words.** Your sound logo should not contain any spoken words in any language.

5. **Up to three submissions.** Contest entrants may upload 1 audio file per submission form. Entrants may submit a maximum of 3 submission forms per person.

6. **Submitted during the submission period.** You must upload your entry within the contest submission period (the week commencing on or around 12th September - week ending on or around 9th October 2022).

7. **Non-offensive.** Your sound logo must not contain any offensive or explicit material. This may include sounds that allude to violence against others, gambling, sexual activity, criminal behavior, or the use of illicit drugs.

8. **Terms & Conditions.** To participate, you must agree to the Contest Rules.

Creative preferences

We recognize that people submitting may have different levels of technical experience or lack certain hardware. These preferences will be considered but will not lead to automatic disqualification.

9. **Length.** Your sound logo should be no shorter than 1 second and no longer than 4 seconds in length.

10. **File format and compression.** You may submit the following file types: MP3 at a bit rate of at least 192kbps, OGG at a bit rate of at least 160kbps or WAV with a bit depth of at least 16-bit.

Legal conditions on contest participation

Eligibility. By submitting, you acknowledge that you have read and agree to these rules.

(a) **Ownership.** Should your logo be selected as the winner, you will enter into a contract to assign all of your rights in your submission to the Wikimedia Foundation. Upon selection, you agree to grant the Wikimedia Foundation (“WMF”) an assignment of your copyright and trademark rights. Upon selection, you also grant an exclusive, perpetual, irrevocable, worldwide, fully paid-up license to use, reproduce, and exploit any other intellectual property or other proprietary rights related to your logo that cannot be assigned including, but not limited to, publicity rights.

(b) **Creative Commons licensing.** Upon submission, you grant WMF the right to copy, perform, and create derivative works of the submission to allow us to administrate the contest. You grant WMF the right to upload your

submission to Wikimedia Commons and license it under a [Creative Commons Attribution-ShareAlike 4.0 International](#) (CC BY-SA 4.0) license.

(c) **Original work.** Excluding parts of your submission created from a CC0 licensed source, you represent that you are the original author and owner of all copyright, trademark, moral, publicity, and other intellectual and proprietary rights of the proposed logo. You represent that your submission does not violate any third party's rights.

(d) **Attribution.** You represent that you have fully attributed all contributors in your submission.

(e) **Exceptions and limitations.** You must be over 13 to submit. Because winners must enter into a contract with WMF, you will not be eligible to win if you are subject to the laws of a jurisdiction in which WMF may not do business (e.g. countries sanctioned by the U.S. government [<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>]). You may participate in support of the community and vote, but you will not be eligible to be a finalist or a prize winner.

(f) **Data retention.** The raw data we collect will be deleted, de-identified, or aggregated within 90 days of the announcement of the contest winner. See our data retention guidelines [https://meta.wikimedia.org/wiki/Special:MyLanguage/Data_retention_guidelines] for more information.

Disputes

(a) **Choice of law.** While we hope there is no dispute between you and WMF, we need to set rules about how any disputes that may arise will be handled. You agree that your submission, your transfers of rights in it, and any dispute

shall be governed by the laws of the state of California in the United States of America. Disputes will be brought in a court of competent jurisdiction in the City and County of San Francisco, California. Although WMF may create translations of these contest rules, should any rule in translation conflict with these original English-language rules, then these English-language rules shall govern.

(b) **Disqualification.** WMF reserves the right to disqualify any participant or winner who, in its sole suspicion, tampers with the entry process, intentionally submits more submissions than authorized, violates these rules or the rules of this site, or acts in an unsportsmanlike or disruptive manner.

(c) **Additional terms.** Please review the Wikimedia Terms of Use [https://foundation.wikimedia.org/wiki/Terms_of_Use] since this policy applies to the Wikimedia-hosted projects where submissions will reside. Our Privacy Policy for non-Wikimedia projects [https://foundation.wikimedia.org/wiki/Non-wiki_privacy_policy] describes our privacy obligations related to the personal information you submit via the site. If there are any inconsistencies between those policies and this page, the terms on this page will apply. Interactions with the community fall under the guidelines of the Foundation's Universal Code of Conduct [https://meta.wikimedia.org/wiki/Universal_Code_of_Conduct]

Selection and review

(a) **Number of submissions.** Contest entrants may upload 1 audio file per submission form. Entrants may submit a maximum of 3 submission forms per person. We reserve the right to open the submission period early or close the submission early (after notice on the submission page).

(b) **Community screening.** Community members may be given tools to review all incoming submissions and categorize them using tags. Tags may

include “Vandalism” (e.g., offensive or explicit material) and “Ineligible” (e.g., those that do not meet the submission criteria).

(c) **Panel screening.** An international selection panel of volunteers from the Wikimedia community and audio professionals will shortlist submissions.

(d) **Due diligence to determine finalists.** The top 10 submissions will be subjected to legal review and review by a musicologist. Any submission that does not pass the due diligence process shall be removed from the top 10, and the 11th highest ranking shall fill out the list (and so on) until all ten pass the diligence check.

(e) **Voting.** You may cast only the amount of votes allotted to each voter. Voting on Wikimedia Commons requires a Commons account.

(f) **Due diligence to determine the winner.** The top vote-scoring logos will be assessed by the advisory agency MassiveMusic. They will analyze them for legal issues (such as infringement of any existing trademark) and technical issues (such as suitability for reproduction). WMF may, at its sole discretion, eliminate submissions based on that analysis. Entrants whose submissions are eliminated at this review stage will receive a clear explanation of WMF’s rationale for elimination. If any of the top submissions are eliminated at this stage, the next highest ranking submission will take the eliminated submission’s place and will be assessed.

Prizes

(a) **Nature of the prizes.** The one winner will receive \$2,500 USD cash, a trip to a session to finalize their sound logo submission with contest advisory agency MassiveMusic should the sound need to be finalized (\$3,000 USD if there is one author and up to \$5,000 USD if there are multiple authors), and limited edition Wikimedia sound logo merchandise (\$50 USD). Up to 9 other finalists will receive limited edition Wikimedia sound logo merchandise (\$50

USD). The approximate total prize value is \$6,550 USD and up to \$8,550 for multiple authors). Limit one prize per family or household. Winners may not substitute or transfer prizes.

(b) **Travel.** Travel includes round-trip airfare from the major airport nearest winner's residence to the location where the sound will be finalized and hotel accommodations for 2 nights (with up to one other guest). The actual value of trip prizes will depend on airfare fluctuations and the point of departure. Any difference between the stated value and actual value will not be awarded.

Travel must be completed by 30th April, 2023. Winner and guest must travel on the same itinerary. All travel accommodations and arrangements are at our discretion. Certain blackout dates and restrictions apply.

(c) **Tax treatment.** Once you are confirmed as a winner and receive the prize, you will be responsible for all federal, state, local income taxes, and the like in your jurisdiction. You may wish to seek advice from a tax professional to determine the full extent of your tax liability. For U.S. winners of a prize valued over \$500, an IRS Form 1099 will be prepared in your name, stating the value of your prize, and submitted to the IRS. You will receive a copy of a Form 1099.

(d) **Corporate name and address.** Some jurisdictions require entities running contests to provide a physical address. Below is WMF's mailing address:

Wikimedia Foundation, Inc.
1 Montgomery St Suite 1600,
San Francisco, CA 94104
USA

(e) **Winner announcement.** The winners will be announced publicly on a date between 13th February, 2023 and 30th April, 2023. We reserve the right to announce the winners on an earlier date. The finalist will be notified by

electronic mail. We will attempt to re-send said e-mail at least twice and up to five times. If any winner does not respond to e-mail notification within five days of its transmission, or should the e-mail be returned as undeliverable after five attempts, the prize will be put on hold until new contact information can be ascertained or we deem the winner to have forfeited.

(f) **Modification.** We reserve the right to modify the promotion if a rule or oversight in the Terms & Conditions creates unfair procedures or outcomes.

(g) **Limitation of liability.** WMF and its employees, officers, directors, shareholders, agents, and representatives of WMF, affiliates, subsidiaries, and advertising, promotion and legal advisors are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; (ii) telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, or difficulties; (iii) errors in transmission; (iv) any condition caused by events beyond the control of WMF that may cause the contest to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, or use of a prize, or from participation in the contest; or (vi) any printing or typographical errors in any materials associated with the contest.

(h) **Right to substitute.** WMF reserves the right to substitute a prize of equal or greater value in the event a prize is unavailable. Prizes are not redeemable for cash.

Example timeline (subject to change)

Submission period (week commencing 12th September - week commencing 3rd October 2022)

Review phase (week commencing 19th September - week commencing 21st November)

Members of our judging team will review all submissions and select the top ten entries which will go to a vote to select the winner. Our global judging team consists of Wikimedia community members, a musicologist, and experts from the global creative music agency, MassiveMusic.

Voting (week commencing 28th November - week commencing 12th December)

Wikimedia movement and the general public will be invited to vote on Wikimedia Commons for their favorite sound logo.

Winner announcement (no later than 30th April, 2023)

The submission with the highest number of votes that is cleared by the WMF Legal team, at their sole discretion, will be announced as the winner and become the “Sound of All Human Knowledge!”

<https://soundlogo.wikimedia.org>