

Bernard Shaw musicals competition

Rules and Conditions of Entry

1. Administration and purpose:

- a. The competition is run by the Bernard Shaw estate c/o the Society of Authors ("the Shaw Estate") in association with Mercury Musical Developments ("MMD") and The Royal Academy of Dramatic Art ("RADA").
- b. The purpose of the competition is to encourage the creation of one or more new musicals based on a play by Bernard Shaw.
- c. By entering the competition entrants ("Entrants") agree to be bound by these Rules and Conditions of Entry and by any competition instructions of which they may be notified from time to time.

2. Award:

The Winning Musical will receive a commission fee of £3,600. The writers of the Winning Musical ("the Winning Writers") will be commissioned by the Shaw Estate to deliver a full first draft version of their musical adaptation suitable for a single showcase production to be held at RADA on a date to be announced ("the Showcase Production").

3. Eligibility:

Entry is open only to writer associates and professional writer associates of Mercury Musical Developments. For details of how to join MMD see www.mercurymusicals.com/join.html

4. Submissions:

- a. Entrants should submit a musical treatment for EITHER Man and Superman OR The Devil's Disciple ("the Relevant Play") by Bernard Shaw. The Treatment should comprise a synopsis, a scene and no more than three songs.
- b. The Treatment should be based on the definitive text of the Relevant Play published by Penguin (**Man and Superman: ISBN 9780140437881**; The Devil's Disciple in **Three Plays for Puritans: ISBN 9780140437928**. Both are available for the Kindle.) Entrants will be responsible for obtaining a copy of the text.
- c. Submissions must be made by email to Martin Jackson of Mercury Musical Developments martin@mercurymusicaldevelopments.com and must be received before 5pm on 1st February 2012.

5. Judging:

- a. A selection panel of industry professionals ("the Selection Panel") will choose from the entries submitted a shortlist to go forward to a panel of judges ("the Judges"). The shortlist will be announced on the websites of MMD and the Society of Authors and the shortlisted Entrants notified by email by 30th April 2012.

- b. The Judges will select one winning musical from the shortlisted entries (“the Winning Musical”). The Winning Musical will be announced on the websites of MMD and the Society of Authors and the Winning Writers notified by email on or about 31st May 2012.
- c. The decisions of the Selection Panel and the Judges will be final and no correspondence will be entered into concerning the reasons for decisions nor any other matter concerning entries.

6. Rights:

- a. Entrants will retain copyright in their entries but the rights in the Relevant Play granted by the Shaw Estate to Entrants will be limited to a licence to create the Treatment as an entry solely for the purposes of the competition. In the case of the Winning Musical only this will include a licence for the Winning Writers to create a full first draft version of the Winning Musical solely for the Showcase Production for which no royalty payment will be payable either to the Winning Writers or the Shaw Estate. No further exploitation of the Winning Musical or of any other entry will be permitted unless agreed in writing with the Shaw Estate.
- b. The Winning Writers will additionally be offered an exclusive option of stage musical rights in the Relevant Play in the United Kingdom for a period (to be agreed) following the date of the Showcase Production (“the Option Period”) subject to agreement of terms and conditions between the Winning Writers and the Shaw Estate.
- c. Terms and conditions of the exclusive option will provide *inter alia*:
 - i. that during the Option Period the Shaw estate and the Winning Writers shall negotiate in good faith the terms of a production licence (“the Production Licence”) for production of the Winning Musical after the Option Period and in territories other than the United Kingdom;
 - ii. that in return for the grant of the underlying rights in the Relevant Play the Shaw Estate will be entitled to receive twenty-five per cent (25%) of the total consideration payable to the Winning Writers in respect of the book, music, lyrics and underlying rights less only agent's commission not to exceed 10% from any and all exploitations of the Winning Musical and that the rights of the Shaw Estate to receive such share will continue for the duration of copyright in the Winning Musical notwithstanding the copyright status of the Relevant Play;
 - iii. that the Shaw Estate will have the right to approve the terms of any licences or other agreements which the Winning Writers intend to make in respect of the exploitation of the Winning Musical;
 - iv. that the Winning Writers will submit to the Shaw Estate the script, lyrics and score of the Winning Musical in final draft form and will give serious consideration to the views of the Shaw Estate on creative matters relating to such material insofar as they relate to the adaptation of the Relevant Play.

- d. If during the Option Period the Shaw Estate and the Winning Writers shall fail to reach agreement on the terms of the Production Licence all rights in the Relevant Play shall be free from any claim by the Winning Writers and the Winning Writers shall have no right to exploit the Winning Musical in whole or in part or any work derived from the Winning Musical and the Winning Writers undertake for themselves, their successors, their assignee(s) and licensee(s) not themselves to exploit or permit others to exploit the Winning Musical or any such derivative work at any time after the Option Period notwithstanding the copyright status of the Relevant Play.

7. General Conditions:

- a. By entering the competition Entrants represent and warrant to the Shaw Estate that their contribution to the entry is original to them (except to the extent that it is based on or drawn from the Relevant Play) and does not violate conflict with or infringe upon any rights whatsoever of any person firm or corporation and agree to indemnify the Shaw Estate for all losses costs and expenses caused by or arising out of any breach of these representations and warranties.
- b. The Shaw Estate reserves the right to cancel the competition prior to the publication of the shortlist if in the opinion of the Selection Panel no entry is suitable to be submitted to the Judges.
- c. The Shaw Estate reserves the right not to announce a Winning Musical if in the opinion of the Judges no shortlisted entry is suitable to be commissioned.
- d. The Shaw Estate will not be liable for any circumstances beyond its reasonable control that prevent the competition being fulfilled or the Winning Musical being selected.
- e. Nothing in these Rules and Conditions of Entry shall be construed as precluding the Shaw Estate from exploiting at any time the copyright in the Relevant Play other than the stage musical dramatic rights.

8. Governing Law

These Rules and Conditions of Entry are governed by the laws of England and Wales.