National Carnival Bands Association
of Trinidad and Tobago

(a body corporate created pursuant to the National Carnival Bands Association Incorporation Act 2007)

Rules and Regulations

for

Senior Parade of the Bands Competition

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Preamble

The National Carnival Bands Association of Trinidad and Tobago (‘NCBA’) has a long and distinguished history in Trinidad and Tobago’s Carnival. The origins of the NCBA go back to 1957 when the Government of Trinidad and Tobago became responsible for Carnival through the initiatives of the Honourable Prime Minister Dr. Eric Williams, and the Carnival Development Committee was formed. From that time band leaders were represented on the Carnival Development Committee. In 1958 the Bandleaders formed the Carnival Bandleaders Association and the Association’s first President was the late George Bailey.

In 1987 the organisation changed its name to the National Carnival Bands Association and amended its constitution to provide for a wider membership to include kings, queens, individuals, designers, craftsmen, costume builders, and other persons involved in the carnival and mas arts. The NCBA was incorporated by Act of Parliament in 2007.

The NCBA is a large national body with hundreds of members and affiliated associations throughout the length and breadth of Trinidad and Tobago. The Association’s membership covers carnival bands (large, medium, small and mini categories); individual masqueraders (bona fide carnival costume characters whether king, queen or other masquerader); and carnival artisans, craftsmen and folklorists who regularly practice the profession of carnival arts and crafts. The Association is under the control of its members who see that its rules are observed.

The NCBA is perhaps best known for its activities during the Carnival Season, in particular the following shows and competitions:

- Kings and Queens Preliminaries
- Junior Kings and Queens Preliminaries and Junior Individuals in age groups and categories
- Senior King Semi-Finals and Junior Queen Finals
- Conventional and Traditional Individuals
- Senior Queen Semi-Finals and Junior King Finals
- Junior Parade of the Bands
- Nostalgia
- J’Ouvert
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Rules: Senior Parade of the Bands Competition

- Parade of the Bands: Monday and Tuesday

The Association has historically organised and managed its own events.

These Rules and Regulations apply to all persons registered to participate in the **Senior Parade of the Bands Competition**. Among other things, they are intended to:

- Provide a framework of standards for conduct which are essential to the event’s success
- Educate participants and to clarify what needs to be done or not done by competitors
- The conditions which performers in the competitions agree to abide by and comply with upon registering with the NCBA
- Definition of the qualification requirements of performers in each Competition and the standards which must be met by the performers and costumes
- Identification of the judging criteria

As the Rules must be followed, all participants must become familiar with them. The NCBA expects every participant to take personal responsibility for complying with the Rules of the Competition and the Terms and Conditions for Entry to the Competition.

It must be recognised that the Rules cannot anticipate all possible situations in which adjudicators may be called upon to exercise judgment. In all cases, it remains the ultimate responsibility of each individual adjudicator to consider the intent as well as the letter of the Rules, which have been set, to conduct himself or herself in an ethical and professional manner, and to ensure that all competitors are judged on their merits free from any bias or coercion.

Given the nature of the Competition, issues may arise that were not foreseen and therefore not specifically addressed in either this application or the Rules; they could have an unintended result if made subject to this application or the Rules without modification. It is further recognised that it is in the best interests of the Competition, and of all the participants in the Competition, that such issues be addressed as quickly and effectively as possible. Accordingly, the NCBA reserves the right, exercisable unilaterally from time to time before and or during the Competition:

a) To supplement or amend the terms and conditions of entry and or participation;
b) To resolve any queries that arise in relation to the proper interpretation and application of the terms of participation;
c) To issue directions as to the conduct of the Competition or in respect of any other matters relating to the Competition, including without limitation the conduct of the participants, the terms and conditions of entry, and the contents of the Rules.
It is hoped that performers will register and perform with the spirit behind these Rules and Regulations which are intended to promote and create a Competition in which the performers compete fairly, feel safe, exercise consideration for and courtesy towards each other, and have fun while abiding by the laws of Trinidad and Tobago.

Please take the time to review each Rule carefully as the principal purpose of any application and interpretation of these Rules is in the best interests of the event.
Rules and Regulations for Senior Parade of the Bands Competition (‘Rules’)

1. Definitions

In these Rules the following words shall have the following meanings unless the circumstances or context otherwise requires:

‘Appearance Reward’ means the payment awarded to Senior Bands under Rule 15

‘Band Leader’ means the person who satisfies the criteria in Rule 2.4, responsible for supervising the presentation of the Band’s performance in the Competition

‘Competition’ means the performance on the Stage for the purpose of winning a prize

‘Live Wire’ means the person designated by the Senior Band as required under Rule 2.3

‘Parade Route’ means the road path in Trinidad and Tobago designated by the NCBA in collaboration with the Police Service of Trinidad and Tobago for the use of bands registered with the NCBA to participate in Carnival competitions

‘Protest’ means a written objection to a decision or a complaint regarding breach of the Rules

‘Shrove Wednesday’ and ‘Shrove Thursday’ means the Wednesday and Thursday respectively before Dimanche Gras, Carnival Monday and Tuesday

‘Stage’ means the area along the Parade Route demarcated as the judging venue or such other location as the NCBA may determine

‘Stage Performance’ means the Band’s presentation of costumes before the panel of judges for assessment by the judges and reward of points for the Competition

Appendices

Appendix 1: Ash Wednesday Dates
Appendix 2: Appearance Reward: Criteria and Amounts
‘Presentation’ means the Work of Mas presented and performed at the competition venues, in particular the Stage and Parade Route

‘Producer’ means the natural person or entity who presents the Band (as defined in Section 3 of the Copyright Act). Unless otherwise specifically indicated, it is assumed that the original owner or copyright in respect of the Presentation is the Producer

‘Works of Mas’ means the original production intended to be performed by a person or a group of persons in which an artistic work in the form of an adornment or image presented by the person or persons is the primary element of the production, and in which such adornment or image may be accompanied by words, music, choreography or other works, regardless of whether the production is intended to be performed on stage, platform, street or venue.

2. Who can enter?

2.1 The Competition is open to all Senior Bands in Trinidad and Tobago (i.e. Bands where the members are all 18 years of age and older.)

2.2 Senior Band Sizes

A Senior Band entering the Competition must fall within one of the following Band Sizes:

<table>
<thead>
<tr>
<th>Size</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mini Band</td>
<td>11-50 persons</td>
</tr>
<tr>
<td>Small Band</td>
<td>51-250 persons</td>
</tr>
<tr>
<td>Medium Band</td>
<td>251-600 persons</td>
</tr>
<tr>
<td>Large Bands</td>
<td>over 601 persons</td>
</tr>
</tbody>
</table>

2.3 All Bands must have a person designated as its ‘Live Wire’ who is responsible for communicating and or liaising with the Control Room on behalf of the Band during the Competition.

2.4 All Bands must have a designated Band Leader who satisfies the following criteria:

a) Must be 18 years of age or older; and
b) Must be a citizen of Trinidad and Tobago

3. Band Categories

3.1 Bands must register in 1 of the following categories (unless participating in J’Ouvert):
Rules: Senior Parade of the Bands Competition

4. Competition Categories (for each size of Band)

4.1 Bands wishing to take part in the J’Ouvert Competition must submit the appropriate registration form. Entrants to the J’Ouvert Competition will be judged in this Competition only.

4.2 Bands wishing to take part in the Band of the Year Competition must submit the appropriate registration form. Entrants to the Band of the Year Competition will automatically be entered into the following ‘Additional Competitions’:

   a) Bands in Categories
   b) Best Costume Design
   c) Best Costumed Steelband (where applicable).

5. Dates, Times and Locations of Competitions

5.1 J’Ouvert will be judged at Downtown South Quay, Port-of-Spain on Carnival Monday between the hours of 5am and 10am.

5.2 Band of the Year and the Bands in Categories Competition will be judged on Carnival Monday between the hours of 11am and 9pm and on Carnival Tuesday between the hours of 7am and 9pm, at the following venues:

   a) Queens Park Savannah
   b) Adam Smith Square
   c) Piccadilly Greens
   d) Downtown (To Be Announced)
5.3 The Best Costume Design and Best Costumed Steelband Competitions will both be judged at the Queens Park Savannah on Carnival Monday between the hours of 11am and 9pm and on Carnival Tuesday between the hours of 7am and 9pm.

5.4 The dates and month of Carnival Monday and Carnival Tuesday will be officially announced by the Government of Trinidad and Tobago in the Gazette. For ease of reference, a listing of Ash Wednesday Dates going up to 2030 AD will be found at Appendix 1.

6. Registration

6.1 Registration Period

The start date when registration opens and deadline date when registration closes (the ‘Deadline’) will be announced through advertisements in the media and may also be obtained from the office of the NCBA and from the NCBA Website (www.ncbatt.com).

6.2 Registration Process

a) Bands who wish to compete in the Senior Parade of the Bands Competitions must comply with the registration process.

b) Each Band must obtain a Registration Number from the Police Service of Trinidad and Tobago and provide this number to the NCBA upon registration.

c) Each Band must complete the relevant registration form for each Competition (i.e. J’Ouvert or Band of the Year), the Band wishes to participate in.

d) A Band may only register in 1 selected band size and in 1 selected band category for the Band of the Year Competition.

e) All entries shall be submitted on an original official registration form. Registration forms are available from NCBA’s website. All Forms required for the registration with the NCBA are available online at www.ncbatt.com or at the NCBA’s help desk. Any person who engages in the unauthorized reproduction of these forms or who tampers with the content or format of these forms shall be ineligible for registration.

f) All entries must be completed and submitted to the NCBA’s office, fully paid before the Deadline. Any entries received or made after that time shall not be considered.

g) The particulars to be provided on the Registration Form must be typed.
h) If the information on the Registration Form and or the accompanying information/documentation is not properly filled out, has omissions or deletions, incomplete, altered, damaged, lost, delayed, defaced or received after the Deadline, the application will not be considered.

6.3 Registration Fees

All entrants must make a non-refundable payment of the relevant registration fee, as it relates to the size of the Band, at any branch of Republic Bank Limited, to be eligible for registration. Bands are advised to have the receipt (provided by the bank showing payment of the registration fee) at hand as it will need to be submitted when registering.

6.4 The registration fees as they relate to the size of the Band are as follows:

a) Mini Band       - $250  
b) Small Band    - $350  
c) Medium Band    - $450  
d) Large Bands             - $600

6.5 The following information/documentation must be provided with the Entry Form when registering:

a) Bank receipt or other valid form of confirmation from the Bank (e.g. an official Bank Letter or duplicate Bank-stamped receipt) showing payment of the application fee. As the bank receipt is an important element of your being able to participate in the Competition, Bands are advised to keep it safe;

b) Provision of the synopsis at the competition is the responsibility of the entrant who must ensure that sufficient copies are delivered legibly and in a timely way, to the announcers at the judging venue.

c) Where the Band is a limited liability company:

i) One photocopy of the Certificate of Incorporation

ii) Indicate the name and registered office of the company

iii) Original letter signed by two directors naming the appointed Band Leader

iv) One photocopy of the Band Leader’s Identification Card or Passport; or
d) Where the Band is not a limited liability company:
   i) If a partnership, indicate the names of all the partners and their respective addresses and other contact particulars
   ii) If an individual, indicate full name, address and contact particulars
   iii) Original letter appointing the Band Leader
   iv) One photocopy of the Band Leader’s Identification card or Passport.

6.6 All costs of entry are the responsibility of the entrant. There are no refunds for any entries which are received by the NCBA which are not properly filled out, have omissions or deletions, damaged, lost, delayed, defaced or received after the Deadline.

6.7 Amendments

The Producer of a Band may amend the Registration Form after it has been submitted, only with respect to the size of the Band. No other amendments are allowed. The deadline for the submission of amendments shall be announced by the NCBA via its website (www.ncbatt.com).

7. Completion of Registration

7.1 Once all relevant forms and required documents have been submitted to the NCBA in accordance with the Rules and the terms and conditions for Entry to the Competition within the dates and times set by the NCBA, Bands would have successfully registered and will then be provided with the following:

a) A Registration Card bearing the Band’s individual registration number. Band Leaders are advised to have this card available at all times; and

b) A package containing the following:
   i) A map of the parade route for J’Ouvert and the Senior Parade of the Bands Competitions;
   ii) Dates and times for the judging of J’Ouvert and the Senior Parade of the Bands Competitions;
   iii) A printed copy of the signed registration form. Bands are advised that this is the only official copy of the registration form; and
iv) A printed registration receipt detailing all the Competitions that the Band is registered for.

8. Costume Design

8.1 Costumes must be original and ought not to have been previously performed in any competition anywhere else in the world. All entries shall be original and must not infringe the copyright or any other right of any third party. The Producer must be the sole owner of or control all copyright and other rights in the applicable Works of Mas.

8.2 Bands are expected to portray costumes of a creative standard suitable for public display and shall not desecrate or ridicule any religion, creed or race. Any Band failing to comply with this rule will result in disqualification from the relevant Competition.

9. The Stage Performance

9.1 The Stage is only for Band members who are part of the Band’s Stage Performance in the Competition. Persons under 18 years of age must not be on Stage during the Band’s Stage Performance.

9.2 Each Band must prominently display a banner at the front of the Band for the purpose of identifying the Band’s presentation.

9.3 The Banner must display the following:
   a) The Band’s Registration Number for the Competition
   b) Police Registration Number
   c) The Band’s Size Category according to the following abbreviations:
      i) Mini – “MN”
      ii) Small – “SM”
      iii) Medium – “MD”
      iv) Large – “LG”

9.4 Any Band failing to comply with rule 9.1 will result in disqualification from the Competition. Any Band failing to comply with rule 9.2 or rule 9.3 will be deducted 30% of the total score gained in the relevant Competition.

9.5 Time Restrictions
Bands, based on their size category, must not exceed the allotted time for their Stage Performance at ALL Judging Venues, as specified in Table 1 below. Timing of Bands shall begin when the Banner is placed before the Judges.

<table>
<thead>
<tr>
<th>Band Size</th>
<th>Time Allotted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mini Band</td>
<td>5 minutes</td>
</tr>
<tr>
<td>Small Band</td>
<td>10 minutes</td>
</tr>
<tr>
<td>Medium Band</td>
<td>15 minutes</td>
</tr>
<tr>
<td>Large Band</td>
<td>30 minutes</td>
</tr>
</tbody>
</table>

### Table 1

#### Traffic Light System at the Queens Park Savannah

At the Queens Park Savannah, a Band’s Stage Performance will be monitored by a traffic light system, whereby a **Green Light** indicates the start of a Band’s Stage Performance, a **Yellow Light** indicates the time left for a Band’s Stage Performance and a **Red Light** indicates the end of a Band’s Stage Performance (by which time all Band Members must be off the Stage).

#### Table 2

<table>
<thead>
<tr>
<th>Size of Band</th>
<th>Start Time</th>
<th>Time Left</th>
<th>End Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medium and Large</td>
<td>Green Light</td>
<td>Yellow Light (10 minutes remaining)</td>
<td>Red Light</td>
</tr>
<tr>
<td>Small</td>
<td>Green Light</td>
<td>Yellow Light (5 minutes remaining)</td>
<td>Red Light</td>
</tr>
<tr>
<td>Mini</td>
<td>Green Light</td>
<td>Yellow Light (2 minutes remaining)</td>
<td>Red Light</td>
</tr>
</tbody>
</table>
9.8 Any Band failing to comply with rule 9.7 will be deducted all of the points gained at the Queens Park Savannah in the relevant Competition. Loss of all points at the Queens Park Savannah will result in that Band no longer being eligible for Band of the Year.

9.9 All Bands must provide their own musical accompaniment during their presentation at each Judging Venue.

10. Parade Route

10.1 All Bands, whilst engaged in the Senior Parade of the Bands Competition, must follow the Parade Route demarcated on the maps provided by the NCBA upon completion of their registration.

10.2 If for any reason a Band wishes to depart from the Parade Route whether temporarily or permanently, the Live Wire must obtain the permission of the Control Room and await instructions on the direction it must take to leave the Route. If a Band wishes to re-enter the Parade Route the same procedure applies.

10.3 Any Band, who fails to follow the Parade Route, without obtaining the permission of the Control Room as specified in rule 10.2, will be deducted 50% of the total score gained in the relevant Competition.

10.4 Bands must not obstruct the free movement of other Bands on the Parade Route for any reason whatsoever, whether deliberately or unintentionally, thereby causing another Band any delay, disruption, inconvenience or any other kind of hardship.

10.5 Any Band, as determined by the NCBA, found to be in breach of rule 10.4 will be deducted 50% of the total score gained in the relevant Competition.

10.6 Any Band that fails to appear to be judged at the Queens Park Savannah will be automatically disqualified from the Band of the Year Competition.

11. Starting Points and Start Times
11.1 After registration and prior to Carnival Monday, the NCBA will designate each Band with the location and time (i.e. **Starting Point** and **Start Time**) to commence its presentation on Carnival Monday and on Carnival Tuesday. Every Band must comply with its designated Starting Point and Start Time.

11.2 If for any reason a Band is unable to comply with its designated Start Time, the Live Wire must report this to the Control Room and await a decision on how to proceed. The Band must comply with the decision of the Control Room; failing which the NCBA will seek the assistance of the Police and other relevant legal authorities to escort the Band to a pre-designated area.

11.3 Any Band failing to comply with their designated Starting Point and Start Time, without obtaining the permission of the Control Room as specified in rule 10.4, will be deducted **50%** of the total score gained in the relevant Competition.

12. Band Obligations

12.1 Bands (and, as and where applicable, the Producer and or the Band Leader):

a) Will render their performances to the best of their abilities

b) In rendering their performances, the Band shall exercise all necessary professional judgement, technical skill and care and due consideration for other competitors

c) Will observe and obey all reasonable instructions, directions or regulations issued by or on behalf of the NCBA or their authorized representatives (who will be clearly identifiable by their clothing on all days of the Competitions) including without limitation, those relating to the organisation, staging, safety and image of the Competition

d) Will observe and obey all relevant rules, regulations, directions, codes of practice or guidelines imposed by national law or any competent authority which are applicable to the Competition

e) Will not do anything or permit anything to be done which might adversely affect the Competition or the commercial rights applicable to the Competition

f) Will not make any defamatory or derogatory statements or take part in any activities which are or might be derogatory or detrimental to the reputation, image or goodwill of the NCBA, the Competition or any commercial partner of the NCBA
Rules: Senior Parade of the Bands Competition

g) Will always be gracious and conduct themselves in a sportsmanlike manner, whether in victory or defeat, and in a way that inspires fellow competitors and future competitors to attain the highest level of performance

h) Will always compete without the use of prohibited substances and act in the spirit of fair play

i) Will always respect the property of others, whether it is private or public property

j) Will always respect the other competitors, spectators, organisers and officials

k) Will not engage in discriminatory conduct

l) Will not engage in violent or abusive conduct whether verbal or physical or in sexual harassment or abusive of any kind

m) Will not behave in a questionable or unseemly manner, among other things, threatening any person immediately before, immediately after, or during any competition in which he or she is competing, including by using body language, facial expression, orally or in writing, in order to improperly affect the outcome of a competition

n) Will never seek by any means to improperly influence, or to intimidate, any Judge, competitor or other person involved in any way in a competition

o) Will not publicly question the judges’ decision, honesty or good faith, except in writing addressed in good faith to authorities of competent jurisdiction

p) Subject only to exceptions permitted by law, or innocent accidents or mistake, a competitor must not cause damage to property, or take property without lawful excuse, or injure any person, before, during or after a competition.

12.2 Any Band, as determined by the NCBA, who fails to comply with rule 12.1 c), will be deducted \textbf{50\%} of the total score gained in the relevant Competition.

13. Awards

13.1 Bands will be evaluated by the Judges in each competition for the allotment of the following awards:

a) Best J’Ouvert Band

b) Bands in Categories

c) Band of the Year (4 awards):
   i) George Bailey Band of the Year (Large Bands)
ii) Harold Saldenah Band of the Year (Medium Bands)
iii) Lil Hart Band of the Year (Small Bands)
iv) Mack Copeland Band of the Year (Mini Bands)

d) Best Costume Design
e) Best Costumed Steelband

13.2 The Competition prizes will be publicly announced via the media and will also be posted on NCBA’s website.

13.3 Prizes are non-transferable and the prize cheque will be paid to the individual indicated on the registration form.

13.4 Prizes will be awarded in order of merit as defined herein. Winners shall be selected by an independent panel of judges.

13.5 Entrants can be awarded more than 1 prize

13.6 NCBA reserves the right to refuse to award any prize to an entrant who NCBA decides (in its sole discretion) has violated the Rules, gained an unfair advantage in participating in the Competition or has won using fraudulent means.

14. Judging

14.1 Judges
Each Competition will be judged by a panel of 7 judges stationed at each of the relevant Judging Venues.

14.2 Judging Venues

Bands are required to appear before the Judges on the days, and at the venues and times listed in Table 3 below.

<table>
<thead>
<tr>
<th>Competition</th>
<th>Judging Venues (Port-of-Spain)</th>
<th>Day and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>J’Ouvert</td>
<td>Downtown, South Quay</td>
<td>Monday 5 a.m. – 10 a.m.</td>
</tr>
</tbody>
</table>
Rules: Senior Parade of the Bands Competition

Bands in Categories
- Queens Park Savannah
- Piccadilly
- Down Town
- Adam Smith Square

<table>
<thead>
<tr>
<th>Band of the Year</th>
<th>Queens Park Savannah</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Piccadilly</td>
</tr>
<tr>
<td></td>
<td>Down Town</td>
</tr>
<tr>
<td></td>
<td>Adam Smith Square</td>
</tr>
<tr>
<td>Monday</td>
<td>11 a.m. – 9 p.m.</td>
</tr>
<tr>
<td>Tuesday</td>
<td>7 a.m. – 9 p.m.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Best Costume Design</th>
<th>Queens Park Savannah</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>11 a.m. – 9 p.m.</td>
</tr>
<tr>
<td>Tuesday</td>
<td>7 a.m. – 9 p.m.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Best Costumed Steelbands</th>
<th>Queens Park Savannah</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>11 a.m. – 9 p.m.</td>
</tr>
<tr>
<td>Tuesday</td>
<td>7 a.m. – 9 p.m.</td>
</tr>
</tbody>
</table>

14.3 Judging Criteria

The Judges, using their individual and collective discretion, shall allocate points to the Bands appearing before them as required under these Rules based on the criteria in Table 4 below:

**Table 4**

<table>
<thead>
<tr>
<th>Competition</th>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band of the Year</td>
<td>Visual Impact</td>
<td>20</td>
</tr>
<tr>
<td>Bands in Categories</td>
<td>Creativity/Authenticity</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Sequence of Sections</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Clarity of Theme</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Balance of Form and Colour</td>
<td>10</td>
</tr>
</tbody>
</table>
14.4 System of Judging

The points first awarded by the Judges at the Judging Venues are called the Initial Score. The following system will be then be applied to the respective Bands, to select the Winner and the other remaining places.

14.5 Band of the Year – System of Judging
After the initial scores for each venue have been submitted, the highest score and the lowest score of each band at each venue will be removed and the aggregate of the remaining five (5) scores will be added. The aggregate score received at the Queens Park Savannah and the 2 highest aggregate Scores obtained out of the 3 remaining Judging Venues will be totalled for each day to determine the Band of the Year. An Example is given below:

The highest aggregate Score from the Queens Park Savannah is added to the 2 highest aggregate Scores from the remaining 3 Judging Venues to arrive at the Final Score. For example Band X’s Carnival Monday Final Score is 390+395+390 = 1175.

This process is repeated on Carnival Tuesday and the two Final Scores added together to give the Overall Score for each Band.

EXAMPLE – Band X’s Final Scores at Judging Venues
Monday = 1175
Tuesday = 1104
Band X’s Overall Score total for both days is 1175+1104 = 2279

The Winner will be determined by the highest Overall Score, and the other remaining places will be determined in the same way.

14.6 Tie Breaker for Band of the Year Competition

In the event that there is a tie for the position of Winner, the total of the Initial Scores of the seven (7) judges for each Band will be used to determine the Winner. If after the tie breaker has been applied, there is still a tie, the Bands will be declared Joint Winners.

14.7 System of Judging Additional Competitions within the Senior Parade of the Bands Competition
Further to Rule 4.2, Additional Competitions shall be judged according to the relevant criteria, rules and system of judging contained in these Rules. If no system of judging is defined for an Additional Competition in the Senior Parade of the Bands Competition then that competition will be judged according to the criteria, rules and system of judging which applies to the Band of the Year Competition.

14.8 Penalties
Points may be deducted for failing to comply with the Rules.

15. Appearance Reward

15.1 An Appearance Reward shall be given to Bands who have obtained 50% or more of the total points available on both Carnival Monday and Tuesday.

15.2 Appearance Rewards will be distributed for each appearance at a Judging Venue on Carnival Monday and Tuesday as follows:

   a)  Mini Band        - $300
   b)  Small Band       - $350
   c)  Medium Band      - $400
   d)  Large Bands      - $450

16. Appeals and Protests

16.1 A right of appeal shall exist from any ruling on a dispute or in respect of a protest in accordance with the following procedure:

   a)  Registered Bands or the Producer shall have 1 opportunity to challenge the decision of the Judges, such challenge to be mounted by way of appeal.

   b)  Where a decision of the judges is challenged, the Appeal must be submitted in writing under the following headings:

       i) Date
       ii) Name of the Band and Band Leader
       iii) Decision being challenged
       iv) Reasons for challenge (in point form)
c) Registered Bands or the Producer shall have 1 opportunity to report a breach or breaches of any Rules, such challenge to be mounted by way of protest.

d) Where a Protest is being made about any breach or breaches of any Rules, the Protest must be submitted in writing under the following headings:

i) Date

ii) Name of the Band and Band Leader

iii) The name of the Band which breached the Rule and a brief description of how the breach occurred

iv) The name of the Authorized Representative of the NCBA who dealt with the situation

e) As far as practicable and wherever possible, Registered Bands or the Producer should submit their Appeal and or Protest simultaneously.

f) All Appeals and or Protests must be:

i) Typed-written or legibly written on letter-sized paper

ii) Printed on one-side only

iii) Accompanied by a receipt of payment of a non-refundable fee of T$1500.00 which must be paid to the NCBA Accounts Department located at the NCBA Office

iv) Addressed to the Chief Judge, National Carnival Bands Association and delivered to the office of the NCBA within 12 hours after the completion of the Competition or 8 hours after the results have been declared

v) No Appeal or Protest will be considered by the Appeal (Review) Committee outside of the time limits specified for lodging of the said Appeal or Protest.

g) Composition of the Appeal (Review) Committee. The Appeal and or Protest will be considered by an Appeal (Review) Committee comprising of the following persons:

i) An Attorney at Law

ii) A Person who has experience or training in culture or the arts
iii) An Authorised Representative of the NCBA, who is not participating in any of the current season’s NCBA Competitions

iv) The Chief Judge sitting as an Ex-officio member, who will not have a vote.

16.2 The Appeal (Review) Committee shall consider all relevant facts in coming to its decision and will have power to determine whether penalties shall be imposed. The Appeal (Review) Committee shall have absolute discretion as to how it deals with an appeal or protest.

16.3 The decision of the Appeal (Review) Committee shall be in writing, including a brief statement of reasons for the decision. All decisions of the Appeal (Review) Committee are final.

16.4 The Appeal (Review) Committee will deliver their decision within 24 hours of receipt of the Appeal and or Protest by announcement via the media.

17. Power to make Rules and Other Provisions

17.1 Given the nature of the Competition, issues may arise that were not foreseen and therefore not specifically addressed in either this application or the Rules; they could have an unintended result if made subject to this application or the Rules without modification. It is further recognised that it is in the best interests of the Competition, and of all the participants in the Competition, that such issues be addressed as quickly and effectively as possible. Accordingly, the NCBA reserves the right, exercisable unilaterally from time to time before and or during the Competition:

a) To supplement or amend the Terms and Conditions of Entry and or the Rules;

b) To resolve any queries that arise in relation to the proper interpretation and application of the Terms and Conditions of Entry and or the Rules; and

c) To issue directions as to the conduct of the Competition or in respect of any other matters relating to the Competition, including without limitation the conduct of the participants, the terms and conditions of entry, and the contents of the Rules.

17.2 Where for any reason beyond the reasonable control of the NCBA the Competition cannot be carried out or completed as planned or advertised, the NCBA reserves the right to change or cancel the Competition at any time and in such event shall not be liable to any person for any reason who may have entered the Competition.
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17.3 The NCBA shall not be required to send separate notification to each Band who has or who may enter the Competition. It shall be sufficient that details shall be available on NCBA’s website and published in the newspapers.

18. Liability

18.1 No responsibility can be accepted by the NCBA for any costs, expenses or charges incurred in respect of any entries by any method; or for any entries which are lost, incomplete, are delayed beyond the Deadline, fail to arrive, are damaged or defaced, are not properly filled out or has alterations, omissions or deletions, do not arrive or for any other reason are not received by the Deadline.

18.2 The NCBA does not accept any responsibility whatsoever for any technical failure or malfunction or any other problem with any on-line applications, telephone networks, line, system, server, provider or otherwise which may result in any application not being properly received.

18.3 Playing mas involves exposure to the elements, crowds and loud noise. Participating in this activity has an inherent degree of risk involved and requires band members to be in good physical shape and to take proper care. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, whether, condition of participants, equipment, vehicular traffic the actions of other people and lack of hydration. Further, while the NCBA takes all precautions and uses all reasonable endeavours to ensure that the Competition is safe and enjoyable, accidents do happen. Band Members acknowledge and agree that they participate in the Competition and its activities at their own risk; and that the NCBA will exclude to the maximum extent permitted by the law any liability for loss, injury, or damage to persons or property which may occur during the Competition due to any cause whatsoever beyond the NCBA’s reasonable control.

18.4 Save in the event of any negligent or wilful act or omission on the part of the person or entity concerned, neither the NCBA nor any of its officers, agents or employees shall be liable for any reason to any person who may enter the Competition and or any third party whose facilities and or equipment may be used. Each person enters and participates in the Competition at his or her own risk and cost.

18.5 The NCBA shall not be liable for any damage, ailment or loss, emotional distress or disappointment or for any loss or damage to property suffered by any registered participant in the
Competition, except for death or personal injury caused by the negligence of the NCBA and recoverable on that ground.

18.6 The NCBA will not be liable for any delay in performing its obligations as a result of riot, civil disturbance, strikes, industrial disputes, flood or bad weather, acts of terrorism, governmental orders, decrees or the act of any authority or any other cause or circumstance beyond its reasonable control.

18.7 The NCBA disclaims liability:
   a) If the Band fails to attend or take part in the Competition;
   b) If Band Members and or the Band Leader fail to observe the applicable procedures and rules; and
   c) If Band Members and or the Band Leader fail to obey instructions in force or given by an officer of the NCBA and or any location staff in connection with the Competition and the management of the Parade Route (including Judging Venues) and the fire, safety and security arrangements in those locations.

19. Disqualification

19.1 NCBA reserves the right to disqualify the Band if:
   a) The registration requirements have not been met or were submitted after the Deadline
   b) Untruthful, inaccurate or misleading information has been supplied
   c) The Band, its Band Leader and or its Producer fails to abide by the Rules or the applicable procedures and requirements regarding Stage Performance
   d) Band Members and or its Band Leader exhibits behaviour that is dangerous to themselves or to the other participants (NCBA also reserves the right to remove the Band and or its Band Leader from the Competition)
   e) The Band fails to appear for their Stage Performance
   f) The Band has persons under the age of 18 on Stage during its Stage Performance
   g) The Band fails to compete in full costume on both Carnival Monday and Tuesday
   h) The Producer fails to amend the Registration Form as to size of the Band and then the Band appears in the Competition with a different size of band
   i) The Band fails to comply with the strict time restrictions regarding Stage Performance at the Queens Park Savannah Judging Venue.
19.2 Where a Band is disqualified, the NCBA shall provide a written reason for the disqualification if so requested by the Band.

20. Accreditation Fees

20.1 It is acknowledged that accreditation is the process whereby the National Carnival Commission (‘NCC’) grants permission to media houses and other persons to cover Carnival events under its aegis, including those hosted by the NCBA. Accreditation fees are collected by the NCC and then later distributed by the NCC according to an agreed formula amongst the Carnival Stakeholders and the NCC. Accordingly, accreditation fees are not distributed or shared amongst Bands.

21. Rights and Royalties

21.1 The Competition shall be broadcast live and will also be recorded. Accordingly, it is a condition of entry and participation in the Competition that all Bands will allow the NCBA and its commercial partners to record, broadcast and transmit their performances/presentations.

21.2 As host of the Competition, NCBA will have a non-exclusive licence in respect of the following rights and entitlements:

a) The right to use the name, image, likeness and biographical details and approved photographs of the Band in connection with the advertising and promotion of the Competition and any media coverage produced in relation to the Competition;

b) The right to record, film and photograph the Competition (the ‘Recordings’) and to use the Recordings or any parts of them for the purpose of broadcasting and communication to the public (including live and recorded broadcasts, the internet, internet streams and downloads) and in the production of newspaper supplements, magazines, DVDs, videos and in all or any form of media throughout the world in perpetuity;

c) The right to cut, edit, adapt or alter at NCBA’s sole discretion and cost, in any manner or form such photographs, broadcasts and recordings of the Band’s presentation for use in any newspaper, magazine, television programme, internet stream, new media or their promotion;

d) The right not to photograph, broadcast or record the Band’s presentation (the NCBA shall not be obliged to use the Band’s presentation in any form);
e) The right to reproduce, distribute and commercially exploit such photographs, broadcasts and recordings in all or any form of media throughout the world in perpetuity;

f) The right to assign, licence and or sub-licence any of the permissions and rights granted to any third party; and

g) All consents required under the Copyright Act or pursuant to any other legislation now known or in the future enacted under the laws enforced in any part of the world to authorise the exploitation of such photographs, broadcasts and recordings without the payment of any advance, royalty, charge or other consideration except as provided for in these Rules or as may otherwise be expressly agreed in writing.

21.3 The Band and or the Producer must execute all and any documents to effect the licence of the rights under this Rule if necessary.

21.4 In exercising its rights and entitlements under the licences granted pursuant to this Rule, the NCBA will:

a) Negotiate in an arm’s length manner, at rates consistent with prevailing industry standards, for income derived from such photographs, broadcasts and recordings in respect of the Competition;

b) Pay Bands a royalty on all income from such photographs, broadcasts and recordings according to the following formulas:

i) In the case of photographs
   • 20 per cent of the net income received will be retained by NCBA as administrative costs
   • The remaining 80 per cent to be distributed between Bands on a proportionate basis depending on the number of photographs of that Band in the applicable magazine or newspaper supplement.

ii) In the case of broadcasts
   • 20 per cent of the net income received will be retained by NCBA as administrative costs
   • The remaining 80 per cent to be divided equally between Bands.

iii) In the case of recordings
• 20 per cent of the net income received will be retained by NCBA as administrative costs
• The remaining 80 per cent to be distributed on a proportionate basis amongst those Bands featured in the recording.

21.5 Accounting: Not later than 180 days after the Competition the NCBA will publish a full and accurate statement showing net income inclusive of royalties that have been paid or which are to be paid.

21.6 Books and Records: NCBA will keep full and accurate books of account and records showing all transactions pertaining to the licences granted/used in respect of or arising from the Competition. Such books and records shall be open to inspection by representatives or agents of the Band at reasonable times.

21.7 Mode of Use: The NCBA recognises that works of mas are a form of copyright and that Bands have moral rights in respect of their performances. The NCBA undertakes, even where rights may have been waived, to use its best endeavours not to edit or use photographs and footage in a way which is likely to bring Bands into disrepute or which would be prejudicial to their reputations.

21.8 Royalty payments shall be made in Trinidad and Tobago currency within 90 days of NCBA having received the particular payment. Such royalties shall be paid to the Band who shall be solely responsible for forwarding or remitting such part or portion of said royalties as may be due to its Producer and or Collection Society. The receipt of the Band shall be a good and sufficient discharge to the NCBA in respect of any such part or portion of such royalties as may be due to the Band’s Producer and or Collection Society.

21.9 Settlement of Disputes

a) Parties (including without limitation the NCBA, the Band, the Producer, and or Collecting Rights Societies) shall strive to resolve on an amicable basis any dispute, controversy, difference or claim that may arise between them relating to Rights, Royalties and or the Ownership of Works.

b) If the parties are unable to resolve the dispute, controversy, difference or claim through negotiation, they will attempt in good faith to do so through a mutually acceptable
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Alternative Dispute Resolution procedure before the commencement of legal proceedings.

c) If parties fail or refuse to agree to or to participate in the ADR procedure pursuant to sub-paragraphs (a) and (b) above or if, in any event, the dispute is not resolved to their mutual satisfaction within 90 days after it has arisen, then the parties shall be at liberty to pursue such legal rights or remedies as any of them may deem fit.

d) In the event parties agree to engage in an ADR procedure, every party involved in the ADR procedure will keep confidential all information arriving out of or in connection with the procedure. In particular, the parties acknowledge that under Part 3 of the Mediation Act, discussions in mediation proceedings and all documents disclosed or generated for the purpose of effecting a settlement of disputes are confidential and privileged and will not be admissible in any legal proceedings, save that a report can be made to the court as to whether or not the mediation resulted in agreement.

22. Ownership of Works

22.1 Ownership of copyright in relation to photographs, broadcasts, recordings and other works arising out of or pertaining to the Competition will be as obtains under copyright law and applicable agreements.

23. Enquiries and Points of Contact

23.1 All enquiries should be directed to the offices of the NCBA at the following location (its principal point of contact) and times:

National Carnival Bands Association of Trinidad and Tobago

1 Picton Street, Newtown, Port of Spain

Operating hours: 9:00 am to 5:00 pm

Phone: (868) 628.8650; (868) 622.3951

Website: www.ncbatt.com   e-mail: info@ncbatt.com
23.2 Unless the Producer notifies otherwise in writing, the principal point of contact for the Band shall be as indicated in the Registration Form. The Producer, as soon as practicable, must notify the NCBA of any change of address, telephone number, email address and other contact particulars.

23.3 Bands are not entitled to rely on any representation, authorisation or decision of the NCBA unless it emanates from the principal point of contact and from an authorised representative.

24. Notices

24.1 Without prejudice to serve notices by other means, all Notices in respect of the Competition shall, unless otherwise notified, be in writing and may be served personally electronically, by registered mail or by any other means at the principal point of contact.

25. Force Majeure

25.1 In this clause, ‘force majeure’ means an exceptional event or circumstance:
   a) which is beyond the NCBA’s control;
   b) which the NCBA could not reasonably have provided against before staging the Competition;
   c) which, having arisen, the NCBA could not reasonably have avoided or overcome; and
   d) which is not substantially attributable to the Band.

25.2 Force majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied.
   a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies
   b) rebellion, terrorism, revolution, insurrection or civil war
   c) riot, commotion, disorder, strike or lock-out
   d) natural catastrophes such as earthquake, flood and hurricane.

25.3 If the NCBA is or will be prevented from performing any of its obligations in respect of the Competition or under the Rules by force majeure, then it shall give notice to the Band and other relevant parties of the circumstances constituting the force majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within
14 days after the NCBA becomes aware, or should have become aware, of the relevant event or circumstance constituting force majeure.

25.4 The NCBA shall, having given notice, be excused performance of such obligations for so long as such force majeure prevents it from performing them.

25.5 The NCBA shall give notice to the Bands and other relevant parties when it ceases to be affected by the force majeure.

26. General

26.1 Waiver: The granting by the NCBA of anytime or indulgence in respect of any breach of the Rules or the terms and conditions for entry to the Competition shall not be deemed a waiver of such breach. No forbearance or delay by the NCBA in enforcing the Rules or its Rights will prejudice, restrict or prevent the subsequent enforcement of such Rules or Rights and shall not be deemed a waiver of any subsequent breach.

26.2 All rights, remedies and powers conferred on the parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law or otherwise.

26.3 Agreement to co-operate and further action: Parties (including without limitation the NCBA, the Band, the Producer, and or Collecting Rights Societies) undertake to do all things as may be necessary or appropriate to carry out the purposes and intent of the Competition and its Rules.

26.4 Duty to act fairly: The NCBA undertakes at all times to use its best endeavours to act fairly and exercise all decisions, judgments, opinions and discretions in a fair and reasonable manner.

26.5 Severability: Should any Rule be considered invalid, illegal or unenforceable under any applicable law, then such Rule shall be severed or amended in such a manner as to render the remainder of the Rules valid or enforceable, unless the whole commercial object is thereby frustrated.

26.6 Status of Parties: The relationship between Bands and the NCBA is that of independent contractors. Nothing in the Competition or these Rules shall be deemed to constitute a joint venture, partnership or relationship of agency or employment between the parties.
26.7 Time: Any date or period mentioned in the Rules may be extended by mutual agreement in writing between the parties but as regards any date or period (whether or not extended as aforesaid) time shall be of the essence.

26.8 Governing Law and Jurisdiction: The Competition and these Rules shall be governed by and construed in accordance with the laws of Trinidad and Tobago and the parties submit to the jurisdiction of the Courts of Trinidad and Tobago.