



These are the rules, terms and conditions ("Official Rules") for Audio Flux's open call (or, "Call-Out") for submissions for "**Circuit 06: Creative Tension**" ("Circuit")

OVERVIEW

For Audio Flux's Circuit 06, anyone can submit an audio story for consideration to be featured at an Audio Flux live event, on audioflux.org and in the Audio Flux podcast feed.

- The Call-Out submission period begins at **12:00 a.m. EST on August 1, 2025** and ends at **11:59 p.m. EDT on September 15, 2025**.
- Four "Circuit Selects" will be awarded **\$600** each, and a single ticket to the Resonate Podcast Festival (November 2025). Audio Flux will attempt to contact each Circuit Select Entrant by **October 1, 2025**.
- Circuit Selects will be publicly announced at the Resonate Podcast Festival in November 2025, and posted to audioflux.org at that time. Additionally, these submissions may be featured on future episodes of The Audio Flux Podcast.

By participating in this open call, each participant agrees to be bound by Part I of these Official Rules and to the decisions by Audio Flux which are final and binding on all matters relating to the Call-Out.

If your audio story is selected as a "Circuit Select" you also agree to be bound by Part II of these Official Rules, as well. In that case, and only in that case, Audio Flux agrees to also be bound by Part II.

Because there are so many of you, and so few of us at Audio Flux, we are unfortunately unable to negotiate either Part I or Part II. But we want you to have a full opportunity to have legal counsel look at our rules and agreement before you make a final decision on whether to submit your audio story. Please also note, we have worked extensively to make our agreements creator-friendly.

PART I – CALL-OUT

CALL-OUT GRANT OF RIGHTS

By clicking "Submit" and adding your legal name on the submission form:

- You agree that Audio Flux may non-exclusively use the submission and any recordings of interviews conducted with the entrant(s), on a worldwide, perpetual, gratis and royalty-free basis in any media and for any purpose.
- You agree that Audio Flux has the right to determine, in its sole discretion, which entries have satisfied the entry requirements and to disqualify any submission it believes is not consistent with the spirit and theme of the call-out, or for any other reason.

SUBMISSIONS

Submissions must comply with the following requirements:

- On the submission form, each entrant must provide: A full, legal name and contact information, a MP3 of finished submission, the story title, a one-sentence description of the submission, and a short producer bio. If chosen as a Circuit Select an entrant may be asked to provide an image related to the submission
- Submissions must run exactly three minutes in length and respond to the artistic prompts provided at audioflux.org.
- Submissions must be the original work of the entrant(s). The work can be an adaptation of a longer or existing work of yours, so long as that work has NOT been published anywhere. Your fluxwork should by and large be an original piece, crafted in response to the Circuit prompts.
- Submissions must not contain material that violates or infringes another's rights (including, but not limited to, defamation, material that violates privacy, publicity, or intellectual property rights) and must strictly respect copyright and trademark laws.
- Entrants may include live performances of public domain songs or non-copyrightable rhythm elements if it is relevant to the story. For avoidance of doubt, for the purposes of these Official Rules, "public domain" does not mean "publicly available;" it means that copyright has expired and the material is no longer under copyright protection, and you have provided us with documentation (a link to the exact piece on an archive site with copyright info or something similar). We encourage entrants to err on the side of excluding music if the entrant is not sure whether the music is copyrighted or not.
- Entrants are responsible for clearing rights and permissions for all music/scoring used in the Fluxwork. Entrants may use: (1) original compositions, composed by the entrant or by someone commissioned by the entrant; (2) live performances, by performers who have given the rights to the entrant, of public domain songs or non-copyrightable rhythm elements if it is relevant to the story. (See the paragraph above for a distinction between "public domain" and "publicly available."); (3) pre-recorded music so long as it is licensed properly, either through a music licensing company (i.e. APM, BlueDot, Epidemic), or with a legally binding licensing agreement made directly with the artist or the publishing company that represents that musical work. We will ask you for that documentation before judging is final.

JUDGING

Judging will begin once applications close and will complete at the end of September 2025. All Submissions that meet the requirements above will be reviewed by a panel of judges selected in Audio Flux's sole discretion, that will consist primarily of members of the Audio Flux team (the "Preliminary Judges") as well as other jurors.

ENTRANT REPRESENTATIONS, WARRANTIES, AND RELEASE.

By clicking "Submit" and adding your legal name on the submission form:

- You warrant and represent that: (a) the submission is completely the original work of you, the entrant(s) and was created solely by you, the entrant(s); (b) the submission is an original work and is not copied from any other source or previously distributed or disseminated in any media or format; and (c) the submission is not in violation of or in conflict with the trademark, copyright, rights of privacy, rights of publicity, or any other rights of any kind or nature of any other person or entity, including defamation..
- You agree to release Audio Flux and its parent companies, affiliates, subsidiaries, promotional partners, and agents, and all others associated with the development and execution of this Call-Out, and the officers, directors, and employees of each of the foregoing, from any and all claims and liabilities arising from or in connection with participation in this Call-Out, including, without limitation claims for injury, loss, or damage of any kind resulting from participation in this Call-Out or acceptance or use of any prize, and claims based on rights of privacy, rights of publicity, false light, defamation, copyright, and/or trademark infringement relating to the submission or exploitation of your submission.
- You will defend, indemnify and hold Audio Flux and its parent companies, affiliates, subsidiaries, promotional partners, member stations, and agents, and all others associated with the development and execution of this Call-Out, and the officers, directors, and employees of each of the foregoing, harmless from and against any and all third party claims, liabilities, damages, losses, costs and expenses (including reasonable outside attorneys' fees) arising in connection with any breach of these Official Rules, any agreement, or any representation or warranty hereunder by you, or for your gross negligence or willful misconduct.

CALL-OUT GENERAL TERMS AND CONDITIONS

- Audio Flux reserves the right to terminate, modify, or suspend this Call-Out due to any of an act of god; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot, or civil commotion; enactment, rule, order, or act of government, governmental instrumentality, or tribunal; strike, lockout, or other labor dispute; inclement weather; the recapture of any time period scheduled for the live broadcast of a program for an event of national importance or emergency; failure of technical facilities; failure of third-party software or services; failure of essential production or technical personnel to appear or be available for production or broadcast; or other cause beyond Audio Flux's control. Audio Flux is not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, misdelivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing, or judging of entries.
- Audio Flux reserves the right to change any term of Part I of these Official Rules or to address any issue that arises with updates or amendments to Part I of these Official Rules at any time up to the date that the Circuit Selects are chosen. All decisions by Audio Flux and judges are final and binding.

PART II – CIRCUIT SELECTION PRODUCER AGREEMENT

This document details the terms and expectations agreed upon by you and Audio Flux (“we” or “us”) **if your submission is selected as a Circuit Select.**

Producer Responsibilities

1. You will provide us: a headshot, short bio, and fully-cleared image related to your Fluxwork to be shared widely.
2. You warrant and represent that your Fluxwork, headshot, related image, or any other material have not used and will not use any copyrighted or other legally protected material without express, written permission. This means that you are responsible for any and all relevant copyrighted material in the Fluxwork (including, but not limited to music or images) and any costs associated with production of the Fluxwork, including but not limited to costs or fees associated with licenses and/or clearances. You also warrant and represent that, to the best of your knowledge after diligent inquiry, your Fluxwork does not defame any person or entity. We warrant and represent that we have not and will not use any copyrighted or other legally protected material without express, written permission from the rights holder in connection with the Circuit.
3. In plain English, we agree to indemnify you from (*i.e.*, compensate you for) lawsuits that have to do with our behavior and not yours, and vice-versa. Specifically, you and we agree to indemnify and hold each other harmless from and against any and all third party claims, liabilities, damages, losses, costs and expenses (including reasonable outside attorneys’ fees) arising in connection with (i) any breach of this agreement or any representation or warranty hereunder by the indemnifying party, (ii) the indemnifying party’s gross negligence or willful misconduct or (iii) in Audio Flux’s case, Audio Flux’s distribution or other exploitation of this Fluxwork or any other material (except to the extent covered by your indemnity).
4. You will have final creative control, including, but not limited to, production and editorial rights and responsibilities, with respect to the Fluxwork. Audio Flux may provide input, comments, and suggestions throughout the production process, as requested by you.
5. You will communicate with Audio Flux as needed concerning your production progress. You will make reasonable efforts to notify Audio Flux in advance of any changes materially affecting the production schedule, content, format, editorial intent, integrity, or scope that may materially affect Audio Flux’s use of the Fluxwork.
6. You will include Audio Flux in all permanent crediting for the Fluxwork.
7. Once published, you will make reasonable efforts to promote your Fluxwork personally and professionally, including across professional social channels, personal social channels at your sole discretion, newsletters, and within industry outlets.
8. You agree to be interviewed for a future Audio Flux podcast episode about the making of the Fluxwork, upon request, at a reasonable time and location.

Audio Flux Responsibilities

9. For the production and delivery of the Fluxwork and supporting materials to Audio Flux and for all rights granted herein, Audio Flux agrees to facilitate a one-time fee of **\$600 USD** (the “License Fee”) to you, and will provide a single ticket to the Resonate Podcast Festival (Richmond, VA in November 2025.) Any additional opportunities or payments related to the Fluxwork or Circuit will be negotiated separately.
10. Audio Flux will provide logistical and organizational support throughout the Circuit featuring the Fluxwork, in our reasonable discretion.
11. Notwithstanding the above, Audio Flux reserves the right to hold back from publication any content deemed inappropriate, legally questionable, unresponsive to the assigned rules, or produced in contrast to the spirit of the Audio Flux, including our commitment to diversity and the dignity of all people. In such cases, Audio Flux reserves the right to withhold payment and will return all rights to you in exchange for a separate written agreement not to use our name in association with your work.

Ownership, Grant of Rights and Use

12. You retain all right, title, copyright, patent, trademark, and all other proprietary interests in and to the Fluxwork and any derivatives thereof. No title, copyright, patent, trademark, trade secret, intellectual property, or other right not expressly granted under this agreement is exchanged between you, Audio Flux[, or Supporter].
13. Audio Flux retains all right, title, copyright, and all other proprietary interests in and to the Audio Flux podcast and any derivatives thereof, including but not limited to the website “audioflux.org.” No title, copyright, patent, trademark, trade secret, intellectual property, or other right not expressly granted under this agreement is exchanged between you, Audio Flux.
14. You grant Audio Flux, its licensees, assigns, and successors, the non-exclusive right, in perpetuity, to use, copy, reproduce, record, store, host, archive, index, cache, tag, encode, format, make duplicate copies, market, publicly perform, display, distribute, transmit, and/or publish the Fluxwork. The Fluxwork may be used for the creation, exhibition, promotion, advertising, exploitation, or any other use within or in connection with the Audio Flux podcast, other recordings, broadcast, or other media, now known or as yet dreamed or invented. For clarity, we do not have the right to create derivative works based on the Fluxwork.
15. You understand and expressly agree that Audio Flux is under no obligation to ensure that the Fluxwork will be incorporated into the Audio Flux podcast or otherwise used under this agreement, and no royalties or other compensation will be due for the Fluxwork used or distributed under the terms of this agreement except as expressly stated in this agreement.

Credits

16. In perpetuity, you and Audio Flux will make reasonable efforts to acknowledge you as the owner and producer of the Fluxwork and Audio Flux as the publisher and distributor of Audio Flux in all marketing and promotional opportunities.
17. Audio Flux grants you a limited, non-exclusive license in perpetuity to use Audio Flux branding in connection with the Fluxwork solely as necessary to promote the Fluxwork or otherwise comply with the terms of this Agreement. Any use of the Audio Flux branding by you, other than as specifically described herein, is subject to Audio Flux's written approval (which may be obtained over email) and you will allow Audio Flux five (5) business days to respond. For clarity, no response from Audio Flux will be deemed "not approved."
18. You grant to Audio Flux the worldwide, irrevocable right in perpetuity to use your voice, approved image, approved likeness, and approved biography (collectively, the "Fluxwork Branding") in any and all media now known or hereafter developed, solely in connection with the promotion and distribution of the Fluxwork or to accurately demonstrate your participation with Audio Flux, including sponsorship and ad sales, and to license the same to others solely in order to comply with Audio Flux's obligations under this Agreement. Notwithstanding the forgoing, the Fluxwork Branding, title, and any host's name, likeness, and/or biography shall not be used on any merchandise or to endorse any third-party product or service without your prior written consent, or that of any person appearing in the Fluxwork (which may be obtained over email).

Distribution

19. The primary intended use of the Fluxwork is for inclusion in the Audio Flux podcast feed and on audioflux.org. Other likely uses include: being featured at live events, and being shared on other podcast feeds in service of promoting the Audio Flux podcast. You agree not to distribute the Fluxwork or derivative works in any medium, except posting on your personal/professional website, without written approval from us, until the earlier of six (6) months after the Fluxwork first appears in the Audio Flux podcast feed, or, twelve (12) months from the date of this. We will consider requests in good faith, but may withhold approval, including in cases where multiple releases might diminish press coverage or traffic with our RSS feed or other concerns over the timing of the release. For clarity, you are agreeing not to add your Fluxwork to a non-Audio Flux RSS feed until after this date.
20. In the event you produce or license a derivative of your Fluxwork, you will make commercially-reasonable efforts to require a buyer to include a mutually-acceptable credit for Audio Flux in your agreement with any and all buyers, including, without limitation, Audio Flux's logo, a "originally presented by Audio Flux" credit on its own title card, and executive producer credits for up to two Audio Flux designees, with similar placement as other executive producers. Audio Flux and you acknowledge that all credits and any other terms are subject to the approval of any buyer or producer of the Derivative Project.

Miscellaneous

21. You agree that Audio Flux may assign this agreement (including without limitation the rights granted hereunder), in whole or in part, at any time to any person, corporation or other entity with prior notice to you, or subject to your prior written approval if the

assignment is solely for this agreement, provided that we shall remain secondarily liable hereunder. You may not assign this agreement or your rights hereunder, or delegate your duties hereunder, in whole or in part.

22. This agreement will be construed, interpreted, and enforced in accord with the laws of the State of Massachusetts applicable to agreements executed and to be wholly performed therein. You hereby consent to the jurisdiction of the state and federal courts located within Middlesex County, MA with respect to any matter arising out of or relating to this agreement.
23. Your rights and remedies in the event of any breach by Audio Flux of this agreement or any of its obligations hereunder are limited to your right to recover damages, if any, in action at law, and you waive any right or remedy in equity, including without limitation any right to rescind this agreement or any other right granted to Audio Flux hereunder, and/or to seek injunctive or other equitable relief with respect to any breach of Audio Flux's obligations hereunder and/or to enjoin or restrain or otherwise impair in any manner any website or app owned and/or operated by Audio Flux or any elements of the foregoing, or the use, publication or dissemination of any advertising in connection therewith.
24. This agreement constitutes a full, complete and binding contract between the parties hereto, and its enforceability is in no way dependent on the enforceability or effectiveness of any other agreement, document or understanding. You acknowledge that you have been given an opportunity to consult legal counsel of your choice before signing. This agreement is executed as of the date first referenced above.

BY CLICKING SUBMIT AND ADDING MY LEGAL NAME ON THE SUBMISSION FORM, I WARRANT AND REPRESENT THAT I HAVE READ THE OFFICIAL RULES ABOVE, AND AGREE THAT I WILL FOLLOW, AND HAVE FOLLOWED EACH AND ALL OF THEM.