

## OFFICIAL RULES OF THE 2019 TRI-C HIGH SCHOOL ROCK OFF CONTEST

**Eligibility:** The 2019 Tri-C High School Rock Off Contest ("Promotion") is open only to natural persons who are legal residents of the United States and who are enrolled in grade 12 or below at the time of performance. Participants who are under the age of majority in their state of residence must have parent or legal guardian permission to participate. At least 50% of band members must be in grades 9 through 12 at the time of performance. The entrant representing the Band must be at least 13 years old. Promotion may only be entered from and in eligible jurisdictions. Promotion Entities, prize providers, and their parent, subsidiary and affiliate companies, employees, agents and suppliers, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to participate. In the event of a dispute as to the identity of an entrant, the authorized account holder of the account will be deemed to be the entrant. Administrator may request any potential winner to provide proof that such person is the winner. All potential winners are subject to verification before any prize will be awarded. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**Sponsor:** The Sponsor of the Promotion is Live Nation Worldwide, Inc.

**Administrator:** The administrator of the Promotion is Live Nation Marketing, Inc.

Sponsor and Administrator are collectively referred to herein as "Promotion Entities".

**Submission Period:** Administrator's clock is the official time keeping device of the Promotion. The Submission Period begins at 12:00 PM Eastern Time ("ET") on Thursday, July 19, 2018 and ends at 5:00 PM ET on Friday, December 7, 2018.

**The Round One Judging Period** begins at 6:00 PM ET on Friday, December 7, 2018 and ends at 11:59 PM ET on December 14, 2018. Forty-Eight (48) bands will be selected to advance to the Round Two Judging Period.

**The Round Two Judging Period** begins on the time and date of the first Round Two performance and ends on the time and date of the last Round Two performance as indicated on the competition details and band schedule located at [www.rockhall.com/rockoff](http://www.rockhall.com/rockoff). Twelve (12) bands will perform at each of the four (4) Round Two events. Three (3) bands from each of the four (4) Round Two events (for a total of twelve (12) Finalists) will advance to the Final Judging Round. Round Two Event dates are tentatively scheduled for Saturday, January 12, 2019, Saturday, January 19, 2019, January 26, 2019 and Saturday, February 2, 2019. Dates are subject to change, visit [www.rockhall.com/rockoff](http://www.rockhall.com/rockoff) for most current schedule.

**The Final Judging Round** begins on the time and date as indicated on the competition details and band schedule located at the websites indicated in the above paragraph. One (1) Band from among the twelve (12) Finalists will be selected as the Grand Prize winning Band. Final Round event date is tentatively scheduled for Saturday, February 16, 2019, date is subject to change, visit [www.rockhall.com/rockoff](http://www.rockhall.com/rockoff) for most current schedule.

Submission Period and Judging Periods are collectively referred to herein as "Promotion Period".

**How To Enter:** Via the internet, complete the entry form found at [www.rockhall.com/rockoff](http://www.rockhall.com/rockoff) and submit it along with a sixty dollar (\$60) registration fee beginning Thursday, July 19, 2018 through December 7, 2018. Said registration fee must be provided in a check or money order (no cash) made payable to Live Nation Marketing, Inc. to the address below, and submit a two (2) song demo of your Band's music via internet at [www.soundcloud.com/high-school-rock-off](http://www.soundcloud.com/high-school-rock-off), or via mail, or in person in compact disc format ("Submission"). Your Band name must be written on the check or money order. Registration fee will be refunded if your band is not selected to perform. All Submission materials, except materials that may be submitted via internet, must be sent to or dropped off as follows:

*MAIL entries to:*  
Live Nation  
Attn Frank Imhoff  
44 N Main Street  
Chagrin Falls, OH 44022

*DROP OFF entries to:*  
Live Nation  
Attn Frank Imhoff  
10 Bell Street  
Chagrin Falls, OH 44022

If you are not accepted to perform, Live Nation will provide a full refund of registration fee.

For all entries: Each Band is eligible to submit up to one (1) entry during the Submission Period, regardless of method or combination of methods of entry or number of entries submitted. Multiple entrants are not permitted to share the same email address or other relevant account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated technology or system to participate is prohibited and will result in disqualification. Any automated receipt (such as one confirming delivery of text message or e-mail) does not constitute proof of actual receipt by Administrator of an entry. Promotion Entities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. All entries become the sole property of Administrator and none will be acknowledged or returned.

During the Promotion Period, qualifying song Submissions may be posted onto the [www.rockhall.com/rockoff](http://www.rockhall.com/rockoff) website via the Internet for viewing by the general public, in Promotion Entities' sole discretion. Promotion Entities shall have the right to immediately remove any and all Submissions that violate these rules, in the sole direction of the Promotion Entities. As conditions of entry into this Promotion, and submitting a Submission, each entrant:

1. Warrants and represents that the entrant has the written consent, release, and/or permission of each and every identifiable individual person in the Submission to use his/her respective name or likeness to enable inclusion and use of the Submission in the manner contemplated by the Promotion Entities and these Official Rules, and can make written copies of such permissions available to the Promotion Entities upon request;
2. Acknowledges and agrees that the Promotion Entities may exploit, edit, modify, display and distribute the Submission and all elements of such Submission, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or not currently known, throughout the world in perpetuity without compensation, permission or notification to entrant or any third party;
3. Warrants and represents that entrant's Submission is original to the entrant and has been legally obtained and created, does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws or regulations;
4. Entrants who are not yet at the age of majority in the jurisdiction in which they reside will be required to obtain parental or legal guardian consent to be eligible to perform or be declared a winner (as hereinafter defined);
5. Warrants and represents that entrant's Submission does not contain any unlicensed images or music;
6. Agrees that each Band member will conduct him/herself with due regard to public conventions and morals, and shall not do or commit any act that would tend to prejudice the Promotion Entities during the Promotion Entry Period and for up to one (1) year following acceptance of the prize; and In the event an entrant cannot provide all required releases, Promotion Entities reserve the right, in their sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Promotion Entities' benefit, or allow the applicable Submission to remain.

Entrants agree that Submissions shall not contain, include or involve any of the following:

- Obscenity
- Crude, vulgar or offensive pictures, depictions, images, language and/or symbols
- Gang signs or symbols
- Violence
- Explicit sexual activity
- Nudity
- Illegal drug or alcohol use
- Commercial products (e.g., clothing, toys, food) and/or their trademarks, brands, logos or endorsements
- License plates, phone numbers, personal addresses (physical or email or otherwise)
- Website or web page links • Derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliation of other people (publicly or otherwise), any assault or threatening of others
- Trespass or the violation of other people's rights or property
- Illegal (e.g., discriminatory, harassing) or inappropriate activity, behavior or conduct (e.g., inflicting emotional distress)
- Conduct or activities in violation of these Official Rules
- Any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by Promotion Entities, in their sole discretion

Administrator is not obligated to use, publish, display or broadcast any Submission materials submitted with an entry; provided however that each entrant acknowledges that Administrator will rely on such entrant's agreement and compliance with these Official Rules when entrant submits or attempts to submit the entry.

**Prizes:** Round Two Finalists (12) and the Grand Prize winning band (1) will receive the applicable prize(s) as detailed on the competition details page located at [www.rockhall.com/rockoff](http://www.rockhall.com/rockoff).

For all prizes: Odds of winning a prize depend on the number of eligible entries received and Bands performing. There will be only one (1) finalist prize per finalist (total of 18) and one (1) grand prize. The Grand Prize winning Band will receive a Finalist prize and the Grand Prize. Lost or stolen prizes will not be replaced. Prize does not include any other item or expense not specifically described in these Official Rules or on the applicable website page, and any such additional expenses are the sole responsibility of winner. Prizes may not be transferred or assigned. Only listed prizes will be awarded and no substitutions or cash equivalents or redemption will be made, except that Administrator reserves the right to award a prize of equal or greater financial value if any advertised prize (or any component thereof) becomes unavailable. Winners agree to accept the prize "as is", and entrants hereby acknowledge that Promotion Entities have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including express warranties (if any) provided exclusively by a prize supplier that are sent along with the prize. Any valuation of the prize(s) stated above is based on available information provided to Administrator and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes. Each winner must provide Administrator with a valid taxpayer identification number or social security number before any prize will be awarded. A Form 1099 will be issued to the winner for value of prize of \$600 or more.

**Selection and Verification of Potential Winners:** Forty-Eight (48) Round One finalists. Twelve (12) Round Two Finalists and one (1) Grand Prize Winner will be selected on or about the dates indicated on the competition details located and band schedule located at [www.rockhall.com/rockoff](http://www.rockhall.com/rockoff) from among all eligible entries received.

Valid entries received during the Submission Period will be judged on the basis of the following criteria as applied to the Song demo for Round One Judging: 33% originality; 33% musicianship; and 34% professional sound. Forty-Eight (48) Bands will be selected to advance to the Round Two Judging Round. The Bands advancing to the Round Two Judging period shall be the Forty-Eight (48) entries that receive the highest overall scores from all eligible entries received, as determined by judge(s).

The Forty-Eight (48) Round One Finalists will be judged on a ten (10) point scale for each of the following criteria: Musicianship, Stage Presence, and Originality. The advancing Bands shall be the three (3) bands from each of the four (4) Round Two events that receive the highest overall scores from among the Bands performing on the applicable date, for a total of twelve (12) selected Round Two Finalist Bands that will advance to the Finalist Judging Round.

The twelve (12) Round Two Finalists will be judged on a ten (10) point scale for each of the following criteria: Musicianship, Stage Presence, and Originality. The Grand Prize winning Band will be the one (1) Band that receives the highest overall score from among the Semi-Finalist Bands performing on the applicable date. Administrator's decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion.

Administrator reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Promotion, or obtained winner status using fraudulent or illegal means. All potential winners are subject to verification by Administrator. Administrator will not accept screen shots or other evidence of winning in lieu of its validation process. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each potential winner will be notified by mail, email or phone. Each entrant is solely responsible for providing reliable contact information to be notified in the event they are the winner. Each potential prize winner may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release ("Affidavit") (except where prohibited), which must be received by Administrator within seventy-two (72) hours of the date notice or attempted notice is sent, in order to perform or claim a prize (if applicable). If a winner is a minor, the Affidavit must also be executed by the winner's parents or legal guardians. If a potential winner of any prize cannot be contacted, fails to sign and return the Affidavit within the required time period (if applicable), declines the prize or prize is returned as undeliverable, such potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Administrator will award the corresponding prize to Band with the next highest score

from among all remaining eligible entries. All alternate potential winners are subject to all requirements set forth in these Official Rules. Only three (3) alternate winners will be selected, after which the prize will remain un-awarded.

**Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Promotion Entities' use of winner's name, social media identity, likeness, photograph, voice, opinions, hometown and state for promotional purposes in connection with this Promotion in any media, worldwide, without further payment or consideration.

**Privacy:** Information submitted by entrants will be collected by Administrator's systems based in the United States and such collection will be subject to applicable United States laws. Entrants may withdraw personal data upon request; however, entrant will be disqualified if personal data is withdrawn prior to the determination of the winner(s) and fulfillment of the prize(s). Information submitted by entrants is subject to Administrator's privacy policy: <http://concerts.livenation.com/h/privacy.htm>. Entrant's participation in this Promotion constitutes consent for Promotion Entities to use entrant's personal information solely for the purpose of administering the Promotion and awarding the prizes.

**Errors and Unauthorized Activity:** Promotion Entities are not responsible: (1) for any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) for technical and/or communications malfunctions, errors or failures of any kind; (3) for unauthorized human intervention in any part of the Promotion; (4) for technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize; or (6) if the Promotion cannot take place or if any prize cannot be awarded due to acts of war, natural disasters, weather or acts of terrorism. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Administrator, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims. Administrator reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Promotion Entities' reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Administrator in its sole discretion. In such event, Administrator reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Administrator reserves the right, in its sole discretion, to disqualify any individual it suspects or finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Promotion Entities reserve the right to seek damages from any such person to the fullest extent permitted by law. Promotion Entities' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**Release:** By participating in the Promotion, entrant (a) releases Promotion Entities, the Rock and Roll Hall of Fame and Museum, prize providers, promotional agencies, franchisees, and each of their respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees, from any and all liability for any claims, costs, injuries, losses or damages of any kind arising in connection with the Promotion, including the unauthorized or illegal access to personally identifiable or sensitive information or acceptance, possession, use, misuse, or nonuse of the prize that may be awarded; and (b) acknowledges that the foregoing parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a prize including, without limitation, the prize quality or availability. Entrant understands that entrant may be on stage or backstage as a consequence of being selected as a Semi-Finalist or Finalist and agrees that being on stage and/or being in close proximity to any band equipment, cables, and other stage equipment is a potentially dangerous activity. Entrant recognizes that there are many risks and hazards, minor and serious, that may be associated with appearing on stage or otherwise being in proximity to the musical equipment, entrant's band or other bands performing, and/or crew or other concert related activities (collectively "Tour Activities"), including, without limitation, bruises, scrapes, broken bones, fractures, sprains and other serious bodily injuries, and even death. Knowing the dangers, hazards and risks associated with Tour Activities,

entrant must assume all responsibility and risk of loss, damage, illness and/or injury to my person or property in any way associated with my participation in such Tour Activities as a condition of being selected as a Semi-Finalist or Finalist and performing in the Promotion.

**Disputes:** As a condition of participating in the Promotion, entrant agrees that: a) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b) all causes of action arising out of or connected with this Promotion or the prizes awarded, shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective; and c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and in no event shall entrant be entitled to receive attorneys' fees or other legal costs. Promotion Entities reserve the right to modify prize award procedures. The Promotion and these Official Rules, and the validity, construction, performance, and enforcement thereof, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

**Winner's List:** To obtain a list of the names of winners of prizes with a value greater than \$25, mail your request and a self-addressed, stamped envelope, up to sixty (60) days after the close of the Promotion, to 2017 Tri-C High School Rock Off Contest WINNERS LIST, C/O Live Nation, 7060 Hollywood Blvd., Hollywood, CA 90028, Attention: Sweeps Dept.

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