

## OFFICIAL RULES OF THE 2023 TRI-C HIGH SCHOOL ROCK OFF CONTEST

CLOSING DATE TO SUBMIT ENTRIES IS 5:00 PM EASTERN TIME (“ET”) ON DECEMBER 9, 2022

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or any other social network or platform. You understand that you are providing your information to Contest Entities, and not to, Facebook, Twitter, Instagram, or any other social network or platform.

### ELIGIBILITY

The 2023 Tri-C High School Rock Off Contest (“**Contest**”) is open only to natural persons who are legal residents of the fifty (50) United States (and the District of Columbia) who have a valid social security or tax ID number, and who are at between the ages of thirteen (13) and eighteen (18) years of age, and who have a SoundCloud account, and who are enrolled in a grade eight (8) through twelve (12) at the time of entry, and who are submitting an entry for their band in which at least 50% of the band members will be in grades nine (9) through twelve (12) at the time of performance dates (tentatively set to take place in January and February 2023). Participants who are under the age of majority in their state of residence must have parent or legal guardian permission to participate Contest may only be entered from and in eligible jurisdictions. VOID IN PUERTO RICO, U.S. VIRGIN ISLANDS, AND OTHER U.S. TERRITORIES AND POSSESSIONS, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. Employees, agents, and suppliers of the Released Parties (as defined below), and their immediate family (spouse, parents, siblings, and children) and household members are not eligible to participate or win any prize. Administrator may request any potential winner to provide proof that such person is the winner. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email account will be deemed to be the entrant (“**Entrant**”). All potential winners are subject to verification before any prize will be awarded. By participating in the Contest, Entrant fully and unconditionally agrees and accepts these official rules (“**Official Rules**”) and Administrator’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

### SPONSOR

The Sponsor of the Contest is Live Nation Worldwide, Inc., 325 N. Maple Drive, Beverly Hills, CA 90210 (“**Sponsor**” or “**Live Nation**”).

### ADMINISTRATOR

The Administrators of the Contest are Live Nation and Rock and Roll Hall of Fame, One Key Plaza, Cleveland, OH 44114 (collectively “**Administrator**”).

Sponsor and Administrator are collectively referred to herein as “**Contest Entities**”.

### CONTEST PERIOD

Administrator’s computer is the official time keeping device of the Contest.

The entry period begins at 12:00 PM (Noon) ET on August 13, 2022 and ends at 5:00 PM ET on December 9, 2022 (“**Entry Period**”).

The round one judging period begins at 6:00 PM ET on December 9, 2022 and ends at 11:59 PM ET on December 16, 2022 (“**Round 1**”).

The round two judging period is scheduled to take place over the course of three (3) dates scheduled to take place on January 28, 2023, February 4, 2023, and February 11, 2023 (each an “**Event**” or collectively “**Round 2**”). Round 2 Event date assignments and band schedule updates will be posted at <http://www.rockhall.com/rockoff> (“**Contest Site**”).

The final judging round is scheduled to take place on February 25, 2023 (“**Final Exam**” or “**Final Round**”).

Each of the Events and the Final Exam will take place in person at The Rock and Roll Hall of Fame in Cleveland, OH.

Competition details, updates, and current band schedules can be found at the [Contest Site](#).

The Entry Period, Round 1, Round 2, and Final Round are collectively referred to herein as “**Contest Period**” and are described below.

## **HOW TO ENTER**

Via the internet and physical mail or drop off, by completing each of the three (3) required steps as follows:

1. Create a two (2) song audio demo of your band's music (“**Demo**”) making sure to take the Contest judging criteria as described below into account. Once you have your final Demo, submit in a digital file format via the internet and your SoundCloud account by going to [www.soundcloud.com/high-school-rock-off](http://www.soundcloud.com/high-school-rock-off). If you do not have a SoundCloud account, you may go to [www.soundcloud.com](http://www.soundcloud.com) to register for free. Registration for and use of the SoundCloud platform is subject to the SoundCloud terms and conditions, and Contest Entities have no responsibility with respect to such registration or use of the SoundCloud platform. Contest Entities are not responsible for the functionality of the SoundCloud platform, including changes that may interfere with the Contest or the ability of a potential entrant to participate in the Contest.
2. Go to the Contest page located at the [Contest Site](#), download, print, and complete the entry form (“**Entry Form**”), making sure to include the SoundCloud direct link to your Demo on the “Band Soundcloud” line in your Entry Form. Make sure your handwriting is legible.
3. Submit the seventy-five dollars (\$75.00) registration fee (“**Fee**”) during the Entry Period. Fee must be submitted in the form of a check or money order (no cash), made payable to Live Nation Marketing, Inc. Your band name must be written on the check or money order. Fee will be refunded if your band is not selected to perform.

Submit your Entry Form and Fee via mail, courier, or in-person drop off to:

Rock and Roll Hall of Fame  
Attention: Lisa Vinciguerra / Tri-C HS Rock Off  
1100 Rock and Roll Blvd.  
Cleveland, OH 44114  
Rock and Roll Hall of Fame

**Entry Form and Fee must be received by 5:00 PM ET on December 9, 2022 regardless of method of delivery.**

You must complete all three (3) steps, to include providing your band name on each (Demo, Entry Form, and Fee); band name must be consistent so be sure to include the same exact name for each step. All of the three (3) completed steps described above are your entry (“**Entry**”).

**Your band must be willing to perform live on the date(s) and at the time(s) and Venue(s) assigned if selected to be a Semi-Finalist or Finalist.**

**If your band is not selected to perform, Live Nation will provide a full refund of registration fee.**

#### For all entries

You are eligible to submit up to one (1) Entry during the Entry Period per band, 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 you to obtain more than the stated number of entries by using multiple/different identities, registrations and/or log-ins, or any other methods may void your entries and you may be disqualified from the Contest. Use of any repetitive, automatic, programmed or similar technology, system or agent (including without limitation promotion entry services) to enter is prohibited and may void all of your entries and you may be disqualified from the Contest. 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. Contest Entities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified.

During the Contest Period, qualifying Entries may be posted at the [Contest Site](#) and viewed by the public, in Contest Entities' sole discretion. Contest Entities shall have the right to immediately remove any and all Entries that violate these rules, in the sole direction of the Contest Entities.

By submitting an Entry, you represent that you own or have permission to use the songs in the Demo. You grant Contest Entities, at their discretion, an unlimited right to use, exploit, modify, and otherwise distribute the Demo, and your name, your band name, and band or any band member's social media handle(s), during the Contest Period and for two (2) years thereafter to promote the Contest Entities and Contest without any compensation to you. You shall not exercise the moral rights of author or any other similar rights against Contest Entities with respect to the Entry, to include the Demo, and consent to breach of such rights by the Contest Entities. Contest Entities are not obligated to use, publish, display or broadcast any Entry.

You warrant and represent that:

1. You have the written consent of each and every individual person in your Demo. In the event you cannot provide all required consents, Contest Entities reserve the right, in their sole discretion, to disqualify your Entry or to seek to secure the consents;
2. You and any band members who are not yet at the age of majority in the jurisdiction in which they reside understand that you/they will be required to obtain parental or legal guardian consent to be eligible to perform or to be declared a winner;
3. You agree that you and each Band member will conduct your/themselves with due regard to public conventions and morals, and shall not do or commit any act that would tend to prejudice the Contest Entities during the Contest Entry Period and for up to one (1) year following acceptance of the prize;
4. Your Demo is original to you and 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;
5. Your Entry does not contain any unlicensed images or music. In the event you cannot provide all required licenses, Contest Entities reserve the right, in their sole discretion, to disqualify your Entry or to seek to secure the licenses;
6. Your Entry shall not contain material that:
  - is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights

- could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of any minor individuals without parental consent, encourages or otherwise depicts or glamorizes drug use (including alcohol, cigarettes, and vaporizing pens), gambling or other regulated activities, or characterizes violence as acceptable, glamorous or desirable;
- harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;
- could be considered inappropriate, unsuitable or offensive, as determined by Contest Entities in their sole reasonable discretion.

If there is a question that you have violated any of the above, Contest Entities in their sole discretion, may assist in obtaining any necessary permission(s) or may provide you with the opportunity to obtain any necessary permission(s) if warranted, or may give you the opportunity to edit your Demo if time permits.

### **PRIZING**

One (1) first place prize, one (1) second place prize, one (1) third place prize.

First place prize consists of three thousand dollars (\$3,000); two hundred and fifty dollars (\$250) awarded to the first place prize winner's high school music program; and the opportunity to perform at a format-appropriate Live Nation or House of Blues Cleveland concert as an opening act, or on a secondary performance stage.

Second place prize consists of one thousand and five hundred dollars (\$1,500); and one hundred dollars (\$100) awarded to the Second Place Prize winner's high school music program.

Third place prize consists of five hundred dollars (\$500).

All twelve (12) finalists will record one original song at Tri-C's Gil and Tommy LiPuma Center for Creative Arts, which will be produced by Jim Stewart Recording and students from Tri-C's Recording Arts program. These songs will be available as free downloads on [www.rockhall.com/rockoff](http://www.rockhall.com/rockoff).

Additional prizing may be added during the Contest Period and will be updated in these Official Rules and on [www.rockhall.com/rockoff](http://www.rockhall.com/rockoff).

The right to claim a prize cannot be assigned.

For all prizing: The approximate retail value of each prize will be the dollar amount awarded directly to the band members of a winning Entry as set forth above. Monetary awards to a high school music program will be made to the school provided by Entrant. Monetary prizes will be awarded via check. There will be only one (1) prize per winner. Prize details and availability are subject to change. In the event that Contest Entities are unable to provide winners with a listed prize, Contest Entities may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Lost or stolen prizes will not be replaced. The prize does not include any other item or expense not specifically described in these Official Rules, and any such additional items or expenses are the sole responsibility of winner. Prizes may not be transferred or assigned. Only listed prizes will be awarded, and no other prizing or substitutions will be made. No more than the stated number of prizes will be awarded. In the event a prize winner and/or winner's companion(s), if applicable, engage in behavior that (as determined by Contest Entities in their sole and absolute discretion) is inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Contest Entities reserve the right to terminate the applicable prize experience early. Winner agrees to accept the prize "as is", and hereby acknowledges that Contest Entities have neither

made nor are in any manner responsible or liable, to the extent permitted by applicable law, 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. **The valuation of any prize stated is based on available information provided to Administrator. 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 W9 before any prize will be awarded. A Form 1099 will be issued to the winner for value of prize \$600 or more.**

#### **SELECTION AND VERIFICATION OF POTENTIAL SEMI-FINALISTS, FINALISTS, AND PRIZE WINNERS**

All eligible Entries will be reviewed and judged by a panel of qualified judges during Round 1, Round 2, and the Final Round as described below to determine the twelve (12) Finalists which will include one (1) First place prize winner, one second place prize winner, and one (1) third place prize winner.

Round 1 - Eligible entries received during the Entry Period will be judged on the basis of the following criteria as applied to the Demo: 33% originality; 33% musicianship; and 34% professional sound. The thirty-six (36) bands with the highest overall scores will be selected to advance to the Round 2 (each a "Semi-Finalist"). Semi-Finalists must be willing to perform live at one (1) of the three (3) Events as assigned by Contest Entities. Contest Entities will contact potential Semi-Finalists on or about December 20, 2022. Each potential Semi-Finalist will be notified by email or phone. Selected Semi-Finalists must respond to Contest Entities within twenty-four (24) hours of notification or attempted notification by Contest Entities. If a Semi-Finalist's notification is undeliverable or in the event of non-compliance with any of the Contest rules, or in the event the selected Semi-Finalist declines to advance and/or perform at the assigned Round 2 Event, the band who received the next highest overall score during Round 1 may be selected at Contest Entities' sole discretion.

Round 2 – The Semi-Finalists will be assigned a performance date at one (1) of the three (3) Round 2 Events to be held at the Venue set forth under the band schedule on the Contest Site. There will be up to twelve (12) Semi-Finalists per Event. The Semi-Finalists will be judged on a ten (10) point scale for each of the following criteria: Musicianship, Stage Presence, and Originality with a maximum possible score of thirty (30) possible points. The Finalists shall be the four (4) Semi-Finalists from each of the three (3) Round 2 Events who receive the highest overall scores from among the Semi-Finalists performing on the same Event, for a total of twelve (12) Finalists advancing to the Final Exam. Finalists must be willing to perform live at the Final Round event. In the event that a Finalist is unwilling or unable to perform at the assigned Event, Finalist will forfeit the opportunity to advance and any potential available prize.

Final Round - The twelve (12) Finalists will perform at the Final Exam and will be judged on a ten (10) point scale for each of the following criteria: Musicianship, Stage Presence, and Originality. At the conclusion of the Final Round, the first place prize winner will be the one (1) Finalist who receives the highest overall score, the second place prize winner will be the one (1) Finalist who receives the second highest overall score, and the third place prize winner will be the one (1) Finalist who receives the third highest overall score.

In the event of a tie, judges will make the final decision in the selection of the Semi-Finalists, Finalists, or prize winners at their sole discretion.

**Each Event date assigned to each Semi-Finalist or Finalist will be at the sole discretion of Contest Entities.**

All potential Semi-Finalists, Finalists, and the prize winners are subject to verification by the Administrator. Administrator will not accept screen shots or other evidence of winning in lieu of its validation process. Potential Semi-Finalists, Finalists, and the prize winners must continue to comply with all terms and conditions of these Official Rules, and advancing and/or winning is contingent upon fulfilling all requirements. Each potential Semi-Finalist, Finalist, and prize winners may be required to submit a copy of a government-issued identification document and all social media handles, and may be required to attend a video call with Administrator (and potential winner's parent or guardian, as applicable) to verify eligibility. Each potential Semi-Finalist will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release, and each Finalist and the prize winner may be required to sign and return a Form W-9 (as applicable), which must be received by Administrator in order to advance in the Contest and/or claim and receive a prize. If a potential Semi-Finalist, Finalist, or prize winner is a minor in his or her state of residency, the affidavit must also be executed by the Semi-Finalist's, Finalist's, or prize winner's parent or legal guardian. If a potential Semi-Finalist or Finalist cannot be contacted, or fails to provide the requested verification information and documentation within the required time period, or declines or is unable to perform or fails to appear on the assigned date (and time), such potential Semi-Finalist or Finalist forfeits their performance slot and advancement in the Contest. If a potential Finalist or prize winner fails to sign and return the affidavit and Form W-9 within the required time period, declines the prize or prize is returned as undeliverable, such potential prize winner forfeits the prize. In the event that a potential prize winner is disqualified for any reason, Administrator may award the corresponding prize to an alternate winner by selecting the Finalist or Semi-Finalist (as applicable) with the next highest score. All alternate potential Semi-Finalists, Finalists, or prize winners are subject to all requirements set forth in these Official Rules. Winners may only win one (1) Prize. Alternate Semi-Finalists may be selected if time permits at the sole discretion of Contest Entities, after which the applicable performance slot will remain un-awarded.

Administrator's decisions as to the administration and operation of the Contest and the selection of potential prize winners are final and binding in all matters related to the Contest. Administrator reserves the right to disqualify any Entrant or prize winner and may refuse to award any prize to an Entrant who is ineligible or has violated any rule, gained unfair advantage in participating in the Contest, or obtained prize winner status using fraudulent means. Contest Entities also reserve the right to disqualify any potential or confirmed prize winner (a) who engages in behavior that (as determined by Contest Entities in their sole and absolute discretion) is inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten, harass, victimize, degrade, or intimidate any other individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability; or (b) if Contest Entities discover content on potential prize winner's social media pages to be inconsistent with Contest Entities' brand image. In such event, Contest Entities reserve the right to not award the potential prize winner or to withdraw or terminate any prize already awarded.

**Potential Semi-Finalists, Finalists, and the prize winners are restricted from any communication (e.g., announcing, telling any other person, or posting online via website, blog or any social media platform) stating that they have been contacted or are a potential Semi-Finalist, Finalist, or prize winner until Administrator has fully verified eligibility and Administrator has notified a potential Semi-Finalist, Finalist, or prize winner in writing that he or she has been approved to communicate status. Any violation of the foregoing sentence may disqualify such potential Semi-Finalist or Finalist from advancing, and a potential prize winner from receiving any potential prize.**

#### **PUBLICITY**

Except where prohibited by law, participation in the Contest constitutes your consent to Contest Entities to use your name, your band name, social media handle, and Entry (including your Demo) for promotional purposes in any media, worldwide, in perpetuity, without further payment or consideration.

## **PRIVACY**

Information submitted by you will be collected by Administrator's systems based in the United States and such collection will be subject to applicable United States privacy laws. Your participation in this Contest constitutes consent for Contest Entities to use your personal information for the purpose of administering the Contest and awarding the prizes. You may withdraw personal data upon written request; however, you will be disqualified if personal data is withdrawn prior to the determination of the Semi-Finalists, Finalists, and prize winner(s) and fulfillment of the prize(s). Information submitted by you is subject to Administrator's [privacy policy](#). Contest Entities will process your personal information solely for the purpose of administering the Contest and awarding the prizes. For information regarding Rock and Roll Hall of Fames's privacy policy, please see [view here](#).

## **ERRORS AND UNAUTHORIZED ACTIVITIES**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including without limitation, fraud, virus or other technical problem, or any other reason beyond the control of Contest Entities, Administrator may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) cancel or terminate the Contest and, if feasible, review and judge all eligible entries received up to the time of the impairment. Contest Entities reserve the right to modify prize award procedures. Administrator reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Contest Entities reserve the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## **RELEASE**

Subject to any applicable laws, by participating in the Contest, you agree to release Contest Entities, prize providers, promotional agencies, franchisees, and each of their respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees (collectively "**Released Parties**"), from and against any and all liability for any claims, costs, injuries, losses or damages of any kind arising in connection with the Contest to the extent possible under applicable law (except where the Contest Entities are at fault through intentional or negligent conduct), including without limitation: (a) acceptance, possession, use, misuse, or nonuse of the prize that may be awarded; (b) 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 Contest; (c) technical and/or communications malfunctions, errors or failures of any kind; (d) unauthorized human intervention in any part of the Contest; (e) technical or human error which may occur in the administration of the Contest or the processing of entries; (f) if Administrator must cancel or terminate the Contest for any reason; (g) if any prize cannot be awarded due to circumstances beyond Contest Entities' reasonable control; and (h) any and all claims, demands, causes of action, judgments, costs and expenses (including attorneys' fees) arising from a claim that your Entry infringes the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party. You agree that in any cause of action, the Released Parties' liability shall, to the extent permitted by applicable law, be limited to the cost of entering and participating in the Contest and in no event shall the Released Parties be liable for attorneys' fees or other legal costs.

## **DISPUTES**

As a condition of participating in the Contest, you agree that: a) any and all disputes, claims and causes of action arising out of or in connection with this Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the Rules of JAMS, then effective. See Administrator's [Terms of Use](#) for more information on arbitration

requirements; You further agree that under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, any damages whatsoever, including without limitation punitive, consequential, direct or indirect, or any other damages. Contest Entities reserve the right to modify prize award procedures. All issues and questions concerning the validity, construction, interpretation, performance, and enforcement of the Contest and these Official Rules, or the rights and obligations of you and Contest Entities, 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, which would cause the application of the laws of any jurisdiction other than the the State of California.

**WINNER'S LIST**

To obtain a list of the names of winners, mail your request and a self-addressed, stamped envelope, up to sixty (60) days after the close of the Contest, to 2023 Tri-C High School Rock Off Contest WINNERS LIST, c/o Live Nation Worldwide, Inc. 325 N. Maple Drive, Beverly Hills, CA 90210, Attention: Sweeps Dept.

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