

Official 92.1 WPTS Recording Contest Rules

1. **CONTEST PERIOD/ENTRY DEADLINES:** WPTS Recording Contest (“**Contest**”) begins March 8, 2010 and ends March 19, 2010 (“**Contest Period**”). Entry Materials (as defined below) must be received by WPTS no later than 5:00 PM on March 19, 2010 (the “**Submission Deadline**”). Entry Materials received after the Submission Deadline will not be eligible to compete and will be disqualified.
2. **ELIGIBILITY:** At all times during the Contest Period and up through the conclusion of the Grand Prize Performance (as defined herein), to be eligible to compete in the Contest, win any prize, or participate in the Grand Prize Performance, each entrant (band) must
 - a) Have **not** recorded at a professional recording studio, defined as an established business used for recording
 - b) **Not** be an employee, member or director of 92.1 WPTS, Machine Age Studios, any judges in this Contest, or any member of Modey Lemon and **not** be a member of the immediate family (parents, children, siblings and spouses) or household (whether related or not), of any such employees, officers or directors. Former members of 92.1 WPTS may submit material if they have **not** been involved with 92.1 WPTS for a year from the date March 19, 2010. This means they have **not** been a member of 92.1 WPTS since March 19, 2009.
 - c) Eligibility will be determined by 92.1 WPTS in its sole and absolute discretion.
3. **HOW TO ENTER:** To enter:
 - a) Be sure to carefully review the Official Rules of the Contest (including all instructions on performance conditions/restrictions and judging criteria) available on www.wptsradio.org. Rules are available for review at the WPTS-FM studios, 411 William Pitt Union, Pittsburgh, PA 15260 during regular business hours.
 - b) Submit a CD either in person OR mailed to 411 William Pitt Union, Pittsburgh, PA, 15260. Mailed submissions must be received by submission deadline. CDs, which are sent before submission deadline, will not be accepted if they are not received by submission deadline. Submissions in person can only occur Monday through Friday between 9:00am and 5:00pm.
 - c) Submissions must include: CD of original music, contact info (name, email address, phone number), tech requirements for performance and list of instruments and amount of mics used, list of band members
 - d) Submissions must be addressed as followed:

Recording Contest
Attn: Promotions Director
411 William Pitt Union
Pittsburgh, PA
15260
 - f) Your “**Audition Files**” must be audio recordings of two (2) **original** songs that were written and performed solely by the band members. The audio recording must be submitted in CD format. No video submissions or other formats will be accepted. All recordings submitted will not be returned
4. **GENERAL REQUIREMENTS:**
 - a) Each Band, and each of its respective entrant Band members, agree, warrant and represent that:
 - i. Any songs submitted and performed in conjunction with the Contest which are to be judged or performed during any Grand Prize Performance are the original work of the Band or one or more of the Band members.
 - ii. All persons having any rights, title and/or interest whatsoever with respect to any of the submission materials, or any elements thereof, or any other lyrics, music, arrangement, composition, or song performed during the Contest that is judged, have authorized the

submission, public performance and other use of such materials by the Band in this Contest, and have waived any applicable moral rights in such materials in favor of the entrant Band and/or Band members. The use of Creative Materials as contemplated by these Official Rules will not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased.

- b) 92.1 WPTS reserves the right at any time, in its sole and absolute discretion, to disqualify a Band that 92.1 WPTS believes, in its sole and absolute discretion, is not in compliance with these Official Rules, or which has made a false or misleading statement in the submission packet, and reserves the right to pursue all other rights and remedies available at law in the event of such disqualification.
- c) Bands chosen to perform will be expected to sign a University Performance Contract and return it by 4:00pm on Friday, March 26, 2010, otherwise they will not be allowed to perform. A copy of the University Performance Contract will be available for viewing in the office of 92.1 WPTS located at 411 William Pitt Union, Pittsburgh, PA, 15260 after twenty-four (24) hours notice of request for viewing.
- d) Bands chosen to perform must be able to perform twenty (20) minutes of original music.
- e) Bands chosen to perform must be available from Friday, April 2nd at 5:00pm to Saturday, April 3rd at 2:00am.

5. SELECTION OF FINALISTS:

- a) A panel of three (3) 92.1 WPTS members will choose the three (3) finalists from the Contest submissions. All three 92.1 WPTS members will listen to each entry and decide on the three finalists between Friday, March 19th, 2010 and Sunday, March 21st, 2010.
- b) The three finalists will be notified by the contact information submitted by Monday, March 22nd at 5:00pm.
- c) In the event it is determined that any potential Grand Prize winning Band or Band member is ineligible or is subject to disqualification for any reason, then the Band will be disqualified and 92.1 WPTS, at its sole and absolute discretion, may elect to name the runner-up as the potential Grand Prize winner. Judges decisions are final except for cases described.

6. SELECTION OF GRAND PRIZE WINNER:

- a) The three finalists will perform twenty (20) minutes of original music and lyrics on Friday, April 2nd. They will be opening for Modey Lemon.
- b) One (1) director of 92.1 WPTS, one (1) member of Machine Age Studios, and one (1) member of Modey Lemon will listen to all performances and choose one (1) Grand Prize Winner between Friday, April 2nd, 2010 and Saturday, April 3rd, 2010.
- c) In the event it is determined that the Grand Prize winning Band or Band member is ineligible or is subject to disqualification for any reason, then the Band will be disqualified and 92.1 WPTS, at its sole and absolute discretion, may elect to name the runner-up as the Grand Prize winner. Judges decisions are final except for cases described.

- 7. **NOTIFICATION:** If any Band is named as a potential Finalist or Grand Prize winner and the Band contact cannot be reached by email or telephone within twenty-four (24) hours from the first notification attempt, then such Band may be disqualified and 92.1 WPTS, at its sole and absolute discretion, may elect another competing Band to be chosen instead.
- 8. **PRIZE: One (1) Grand Prize:** Two (2) full days of recording music at Machine Age Studios. Each finalist selected to perform on Friday, April 2nd, 2010 before the Grand Prize Winner is selected is required to transport, unload, and set up all band equipment necessary for performance. The Grand Prize Winner is required to transport, unload, and set up all band equipment necessary for recording at Machine Age Studios that is not available for band recording use at Machine Age Studios. The maximum total

approximate retail value of all prizes US \$800.00. All prize values are in U.S. dollars.

9. **GENERAL PRIZE RESTRICTIONS/CONDITIONS:** Each participating band must not have recorded at a professional recording studio, as defined above, between Monday, March 8th, 2010 and Saturday, April 3rd, 2010. 92.1 WPTS, at its sole and absolute discretion, reserves the right to disqualify any band not abiding by these restrictions/conditions. If it is **not** discovered until after Finalists are chosen, the band will be disqualified and a runner-up will be chosen to perform. If this is **not** discovered until after performance but before band has redeemed the prize, the runner-up of the finalists will be chosen. If this is discovered after prize has been redeemed, the winner will be required to pay for the recording process in whole. Grand Prize reimbursement must be paid as \$400.00 to 92.1 WPTS-FM and \$400.00 to Machine Age Studios. 92.1 WPTS reserves the right to change/add components to the Concert. 92.1 WPTS is **not** responsible for Concert, event or travel cancellations beyond its control. No transfer, substitution, or cash equivalent for the Grand Prize is allowed, except at 92.1 WPTS's sole and absolute discretion. 92.1 WPTS reserves the right to substitute a prize, or prize element, of equal or greater monetary value (whether in cash or otherwise) if a prize, or prize element, cannot be awarded as described for any reason.
10. **CONTEST CONDITIONS:** By participating, each Band member agrees: (i) to be bound by these Official Rules and any other documents required by 92.1 WPTS and by the decisions of 92.1 WPTS and the judges, and to waive any right to claim ambiguity in this Contest, the Official Rules or any other documents required by 92.1 WPTS (ii) to indemnify, defend and hold harmless the Contest Entities, and their respective officers, directors, employees, shareholders, representatives and agents (collectively, the "**Released Parties**") from any and all liability, claims, losses, damages, demands, causes of action, penalties and expenses (including reasonable attorneys' fees) arising out of or related to any statement, action or failure to act by the Band member during or in connection with the Band member's participation in the Contest, and/or any breach or alleged breach of these Official Rules or of any other documents required by Sponsor or related to the Creative Materials including any use thereof and, (iii) not to sue and to irrevocably and unconditionally release, waive and forever discharge the Released Parties from any and all liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which Band member (or Band member's successors-in-interest, heirs and/or agents) ever had, now have, or in the future may have against the Released Parties, including, but not limited to claims arising out of or related to personal injury (including death) and/or damage, theft, loss or any other harm resulting in whole or in part, directly or indirectly, from participation in the Contest or any Contest-related activity, the acceptance, possession, misuse or use of a prize and/or the use of any of the rights granted herein (including, without limitation, the use and exploitation of the Creative Materials, the Video, and any other videos and recordings made of the Band's performances during the competition and the Grand Prize performance on Friday, April 2nd, 2010, and each Band member's name, address [city and state/province], biographical information, statements, voice, photograph and/or other likeness).
11. **LIMITATIONS OF LIABILITY:** Contest Entities are not responsible for illegible, garbled, corrupted, damaged, lost, late, misdirected, undeliverable or incomplete contest submissions whether due to system errors, human errors or failures, or faulty transmissions or other telecommunications or other types of malfunctions or interferences resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system or human errors and failures, or faulty transmissions, or as a result of any other error or problem of any kind relating to or in connection with this Contest, whether technical, mechanical, typographical, printing, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Contest, the collection and processing of the contest submissions, and/or the judging of the Contest, the announcement of a prize or in any Contest-related materials. 92.1 WPTS may prohibit a Band or Band member from participating in the Contest or winning a prize if, in its sole and absolute discretion, it determines that said Band or Band member, or anyone acting in concert with such Band or Band member, is attempting to undermine the legitimate operation of the Contest by cheating, deception, or unfair practices, or intending to annoy, abuse, threaten or harass any other entrants or 92.1 WPTS's representatives. If for any reason any portion of this Contest is not capable of running as planned, including, but not limited to, tampering,

unauthorized intervention, fraud or any other causes beyond the reasonable control of 92.1 WPTS which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then 92.1 WPTS reserves the right at its sole and absolute discretion to cancel, terminate, modify or suspend the Contest and select the potential winning Band either from those eligible votes received up to the cancellation/suspension date or at 92.1 WPTS's sole and absolute discretion. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANYONE ELSE TO DELIBERATELY DAMAGE ANY CONTEST-RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

12. **PERSONAL INFORMATION:** By entering the Contest, each Band member consents to the use and disclosure of his/her personal information collected in connection with the Contest by 92.1 WPTS and its authorized agents for the purposes of administering this Contest. Each Band member also agrees to the use of such Band member's name, address [city and state/province], biographical information, statements, voice, photograph and/or other likeness, in the Video, on the Website, at the Grand Prize Performance and otherwise in connection with conducting or promoting the Contest and/or the Concert, without further notice or compensation.