



2018 KC'S NEXT Music Showcase (Vol. 1) Official Rules

Description: 2018 KC's NEXT Music Showcase ("KC's NEXT") is produced and sponsored by KPRS and Carter Broadcast Group, Inc. ("Sponsor") to feature selected local artists in one of three live-audience music showcases and competitions (each a "Showcase") hosted by KPRS. No purchase is necessary to enter or win. Each Showcase will be held at a Kansas City area entertainment venue and feature up to 10 Semi-Finalists who will each perform up to two original pieces and be critiqued by one or more music industry representatives ("Judges"). The judges will choose one Semi-Finalist per Showcase to be the Finalist from that Showcase. Each Finalist will receive a VIP Pass to the 2018 Hot 103 Jamz Music Conference (the "Music Conference") to be held on November 10, 2018, and will perform up to one song live in front of music industry representatives. The judges will choose one Finalist at the Music Conference to be the Grand Prize Winner and will receive a package of prizes to help launch their music career including free studio sessions, consultation with a national music producer, and press and marketing materials.

1. Eligibility:

- a. Musical artists, both solo acts and groups/bands (each an "Act"), that do not have a current talent representation, music recording, exclusive acting, or any other contract relating to the use of their name, voice, likeness, performance, or which otherwise prohibits the Act from participating fully in KC's NEXT, (other than with a performance rights organization, e.g., BMI, ASCAP, SESAC) are eligible to submit their music (a "Demo") for consideration according to these Official Rules.
- b. All members of an Act must be at least 18 years of age.
- c. All members of an Act must consent to all aspects of the Act's participation in KC's NEXT.
- d. Employees of Sponsor and their immediate family members, including parents, siblings, spouses, children (or step, half, or ex of any of them) or members of their immediate households, whether or not related, cannot participate as an Act or member of an Act.
- e. All Semi-Finalists must be available to perform at Music Showcase Vol. 1 or they will be disqualified as set forth below.

2. Representations of Acts: By submitting a Demo, each Act and each member of each Act:
 - a. Consents to participation by the Act in all aspects of KC's NEXT and agrees to be bound by these Official Rules and the decisions of Carter Broadcast Group, Inc. which shall be final in all respects;
 - b. Meets the eligibility requirements listed above;
 - c. Certifies that the Demo and all of its content is original and does not infringe the intellectual property rights or violate any other rights of any other third party;
 - d. Hereby grants Sponsor, without charge, the rights necessary to publicly perform and/or publicly display the Demo, its contents, the statements, likeness, biographical data, audio recording or video recording of the Act and/or any of its members, and the rights required to exploit KC's NEXT and the ancillary rights therein, in any and all media now known or hereafter developed, and for any other purpose, throughout the universe in perpetuity. The copyright and related rights in the Demo shall remain with the Act.
 - e. Agrees that its participation in KC's NEXT and the activities attendant to it is as an entrant and not any form of employment however designated or under any collective bargaining agreement or performing arts guild and does not entitle the Act or any member of it to wages, salary, residuals, corporate or other benefits or other compensation under any such collective bargaining agreement or otherwise.
 - f. Certifies that he/she is not a candidate for political office.
3. Requirements With Respect to Demo:
 - a. Demos must contain only original musical compositions with respect to which the Act has the rights needed for the license granted to Sponsor above, including any rights needed from any songwriter or composer who is not in the Act.
 - b. Demos cannot be more than four (4) minutes in duration.
 - c. Demos cannot contain lyrics which Carter Broadcast Group, Inc. in its sole discretion finds to be: obscene, indecent, racist, discriminatory, inflammatory, threatening, harassing, inciting to violence, offensive, or otherwise inappropriate for the format of the Showcase.
4. How to Submit Demo:
 - a. Demos must be submitted between March 30, 2018 and April 16, 2018 (the "Entry Period") to be considered for Showcase Vol. 1 to be held on Sunday, April 29, 2018.
 - b. Demos can be emailed in MP3 format or delivered in person until 5:00 p.m. CST on the last date of the Entry Period. If emailed send to: submission103@gmail.com. If delivered in person: 11131 Colorado Avenue, Kansas City, MO 64137 during regular business hours, 9:00am-5:00pm, Monday-Friday.
 - c. Demos can also be mailed on CD format by U.S. Mail, postage prepaid, and postmarked by the last date of the Entry Period to: 2017 KC's NEXT Music Showcase, 11131 Colorado Avenue, Kansas City, MO 64137.

- d. Each Demo must be accompanied by the name of the Act, and a valid, working email address and telephone number for an authorized representative of the Act.
 - e. Demos made during the Entry Period will not be considered for any other Showcase.
 - f. Demos will not be returned.
 - g. The Station's computer systems will serve as the official time keeping device.
5. Selection Process:
- a. After the close of the Entry Period, KPRS Programming Department staff will review all Demos received during the Entry Period.
 - b. Up to ten (10) Acts will be selected as potential Semi-Finalists to appear in Showcase Vol. 1 on the basis of the originality and potential for commercial success demonstrated in the Act's Demo. Each potential Semi-Finalist will be notified on April 20, 2018 via the email and/or telephone number accompanying the Demo.
 - c. Within two (2) days after notification, each Act must execute and return a separate Appearance Agreement, License and Eligibility/Release form to be declared an official Semi-Finalist.
 - d. In the event that any potential Semi-Finalist cannot be contacted as described, does not return the required documents within the time allowed, or is unavailable to appear at the Showcase, a substitute potential Semi-Finalist will be selected from among all eligible Demos received during the Entry Period.
 - e. A Finalist will be selected from among the Semi-Finalists based on the originality and potential for commercial success demonstrated in the Act's performance at the Showcase by the Showcase judge(s), whose decision will be final. Each Semi-Finalist must appear at the location of the Showcase Vol. 1 at the date and time of Showcase Vol. 1 and perform up to two tracks with a total duration of not more than four (4) minutes per track. Performances at Showcase Vol. 1 must be live (lip syncing in synchronization with a soundtrack is not permitted) and conform to the Representations of Acts and Requirements With Respect to Demos listed above.
 - f. Each Finalist must appear at the location of the Music Conference at the date and time of the Music Conference and perform up to one track with a total duration of not more than four (4) minutes. Performances at the Music Conference must be live (lip syncing in synchronization with a soundtrack is not permitted) and conform to the Representations of Acts and Requirements With Respect to Demos listed above.
 - g. A Grand Prize winner will be selected from among the Finalists based on originality and potential for commercial success demonstrated in the Act's performance at the Music Conference by the Music Conference judge(s), whose decision will be final.

6. Prizes and Prize Conditions:

- a. Each official Semi-Finalist will receive (i) exposure of the Act's Demo via posting to KPRS social media and Music Conference websites which will enable the public to listen to, rate and/or comment on the Demo; and (ii) a performance slot in Showcase Vol. 1 during which the Act will perform up to two tracks with a total duration of not more than four (4) minutes per track.
- b. Each official Finalist will receive (i) a VIP Pass to the Music Conference (Retail Value: TBD); (ii) a performance slot during the Music Conference during which the Act will perform up to one track with a total duration of not more than four (4) minutes.
- c. The Grand Prize Winner will receive: (i) ten (10) hours of free studio sessions from Strange Music, Inc., the ten (10) hours of free studio sessions must be redeemed within (90) calendar days from November 10, 2018; (ii) mastering of up to 3 songs from 64111 Studio; (iii) an interview slot and promotional airplay for six (6) weeks during the Underground Heat program, the scheduling of which shall be in the sole discretion of the KPRS programming department. The estimated retail value of the grand prize package is \$1,750. The Grand Prize Winner will have one (1) year from November 10, 2018 to redeem the prizes where applicable, with the exception of the time restriction contained in Paragraph 6(c)(i). Additional terms and conditions of prize suppliers may also apply.
- d. The interview slot and promotional airplay for six (6) weeks does not have a retail value and is not calculated in the estimated retail value of the grand prize package.
- e. Sponsor reserves the right in its sole discretion to substitute prize items of equal or greater value, including to add additional items which may increase the estimated retail value of the grand prize package.
- f. All State, Local, Federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for Prizes awarded become the sole responsibility of the Winner. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.

7. Limits of Liability: By participating, each Act and member thereof agrees to release, discharge and hold harmless Sponsor, its officers, directors, employees, representatives, subsidiaries, affiliates, prize suppliers and judges and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of his/her participation in KC's NEXT or any competition-related activities and the acceptance and use, misuse, or possession of any Prize awarded hereunder. Sponsor is not responsible for failure of any Demo to be received, including because of technical failures, human errors of any kind, or any combination thereof; for lost, delayed, misdirected mail; for any error, omission, interruption, deletion, defect, or delay in operation or transmission, communications line failures, technical malfunction of any telephone network or lines, cable connections, software computer online systems, servers or providers, computer equipment, or Internet or any website congestion; any injury or damage to Acts' or any other individuals' computer related to or resulting from participation in KC's NEXT; any incorrect or inaccurate information, statements or

printing errors; unauthorized human intervention in any part of the entry process; or technical or human error which may occur in the administration of the KC's NEXT. Sponsor reserves the right to cancel, suspend and/or modify KC's NEXT, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs its integrity or proper functioning, as determined by Sponsor in its sole discretion, including cancelation or rescheduling of the Showcase or Music Conference due to weather, site unavailability, civil unrest, act of war, act of God, or work stoppage.

8. Disqualification: Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be ineligible; tampering with the entry process; lip syncing in synchronization with a soundtrack; acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the KC's NEXT may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
9. Indemnification: To the maximum extent permitted by law, each Act indemnifies and agrees to keep indemnified Sponsor, its prize suppliers and any judge involved in KC's NEXT at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Act and/or a breach of any warranty set forth in these Official Rules, including infringement of third party rights.
10. Disputes: Each Act and member thereof agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with KC's NEXT, or any prizes awarded, other than those concerning its administration or the determination of winners, which are in the sole and exclusive discretion of Sponsor, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with KC's NEXT, or any prizes awarded, shall be resolved exclusively by the appropriate state or federal court located in the KPRS listening area; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (iv) under no circumstances will he or she be permitted to obtain awards for, and he/she hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Act and Sponsor in connection with KC's NEXT, shall be governed by, and construed in accordance with, the laws of the state of Missouri is located, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any other jurisdiction.



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ACKNOWLEDGEMENT

On behalf of _____ (the “Act”), I acknowledge that I have received a copy of the Official Rules, that I have read and understand the Official Rules, and that I have authority to sign this Acknowledgement for all members of the Act. I designate the email address and telephone number listed below as the working email and telephone number KPRS will use in the event the Act is chosen to be a Semi-Finalist.

_____SIGNATURE

_____PRINTED NAME

_____EMAIL

_____TELEPHONE

DATE: _____