

**OFFICIAL B105.7 CHRISTMAS CHOIR COMPETITION: SOLOIST EDITION RULES  
PRESENTED BY THE GENTLE DENTIST**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE**

Emmis Radio License, LLC, licensee of WYXB(FM) (“B105.7”), and Emmis Indiana Broadcasting, L.P. (collectively, “Emmis”), along with The Gentle Dentist, are giving a local elementary, middle and high school choir each the chance to win \$1,000 in the B105.7 Christmas Choir Competition: Soloist Edition contest (the “Contest”) presented by The Gentle Dentist. This Contest is governed by these Rules, as well as by Emmis’ Official General Contest Rules (“General Rules”). In the event there is a discrepancy or inconsistency between these Rules and the General Rules, these Rules shall govern. Any Official (as defined below) who enters, attempts to enter or in any way participates or attempts to participate in the Contest, agrees, on his/her own behalf as well as on behalf of the choir he/she enters in the Contest, to be bound by the terms and conditions provided in these Rules and to the extent applicable the General Rules, as well as by all interpretations of these Rules by Emmis and by all other decisions of Emmis which are final and binding in all matters relating to the Contest.

**NO PURCHASE NECESSARY:**

No purchase is necessary to enter or win a prize. A purchase will not improve your chances of winning.

**APPLICABLE LAW (VOID WHERE PROHIBITED):**

All Contests are subject to and governed by applicable federal, state and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

**CONTEST SPONSORS:**

The sponsors of the Contest are Emmis and The Gentle Dentist.

**CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:**

Emmis reserves the right to cancel, terminate, modify or suspend the Contest if it is not capable of being completed as planned for any reason, including, but not limited to, infection by computer virus, “bugs”, tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of any such Contest. The decision of Emmis to cancel, terminate, modify or suspend any Contest shall be final in all respects.

**ELIGIBILITY:**

**Geographical, Age and Parental Consent Requirements:** The Contest is open to all Kindergarten through 12th grade public or private schools accredited by the State of Indiana and located within one of the following 8 Indiana counties: Marion, Hamilton, Hancock, Shelby, Johnson, Boone, Morgan, Hendricks. Only the choir director or other school official (the “Official”) may submit an

entry on behalf of that school's choir soloist. The Official must obtain written permission from the parent or legal guardian of any choir member under the age of 18 prior to submitting an entry in the Contest. Such written permission must include parent or legal guardian's consent to (1) the minor's participation in the Contest, including but not limited to the release of liability, indemnification, license, and the publicity release set forth herein, (2) submission of the Submission (as hereafter defined) by Official, and (3) be bound by all terms and conditions of the Contest. By submitting an entry, Official hereby acknowledges and affirms that he or she has obtained such written permission. Emmis reserves the right to refuse to award the Prize if such permission has not been obtained and reserves the right to deem the entry ineligible from participation in the Contest.

### **HOW TO ENTER:**

The Contest entry period begins on Monday, October 19, 2020, at 12:01AM (Eastern) and ends on Monday, November 23, 2020, at 11:59pm (Eastern) (the "Entry Period"). Officials can enter in the following way:

**Via the Internet:** During the Entry Period, Officials should go to B1057.com and submit an .mp3 audio file of one soloist from their school's choir singing a holiday song (the "Submission"). The preferred and recommended length for each Submission is three (3) minutes or less, but Submissions will be accepted if they are less than four (4) minutes in length. Any Submission that exceeds four (4) minutes in length will be disqualified from the Contest. The Submission must also meet any size, length, format, and other restrictions specified on B1057.com and/or the Contest entry page. Officials must also accurately complete all required fields on the entry form available on the Contest entry page. Any Submission containing obscene, indecent, or objectionable material (as determined by Emmis in its sole discretion) will be disqualified. Internet access and a valid email address are required to participate. Limit one entry per choir.

**Entries Are the Sole and Exclusive Property of Emmis:** The Submission and related Contest entry material become the sole and exclusive property of Emmis upon transmission. Neither the Submission nor any Contest entry material will be returned. The Submission and any Contest entry material may be used by Emmis or The Gentle Dentist for any purpose whatsoever related to any Contest, without additional compensation to the Official, choir, soloist, or any other individual or entity.

**Content; Ownership:** Each Official, by participating in the Contest, represents and warrants that the Official has secured any and all rights necessary to submit the Submission as an entry in the Contest, for Sponsors to post the Submission online, and for Sponsors to play the Submission on-air on B105.7. Without limiting the foregoing sentence, Official represents and warrants that (1) Official has either secured or owns all such rights to any music contained in the Submission, or (2) any music included in the Submission is in the public domain.

**False Fraudulent or Deceptive Entries or Acts:** Any Official who, in the view of Emmis, provides false, fraudulent or deceptive entries or who engages in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and subject to criminal prosecution.

### **PROVISION OF WIRELESS NUMBERS TO THE STATION:**

An Official who signs up to receive text messages from Emmis:

1. authorizes Emmis to deliver or cause to be delivered, to the wireless number that the Official provided, telemarketing messages using an automatic telephone dialing system;
2. understands that he or she is not required to enter into this agreement or agree to enter into such an agreement as a condition of purchasing any property, goods, or services; and
3. agrees that, if the wireless number provided to Emmis is reassigned to another person, the Official will promptly notify Emmis that such reassignment has occurred.

Message and data rates may apply. Emmis is not responsible for any fees incurred by an Official who provides a wireless number in connection with the Contest.

**PARTICIPATION PROBLEM DISCLAIMER:**

Even if alleged to be caused by the sole or partial negligence of Emmis, Emmis is not responsible for any problems which affect or result from participation or attempted participation in the Contest. This includes but, is not limited to, the following problems:

1. Incorrect, incomplete or inaccurate entry information;
2. Human errors;
3. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
4. Inability to send a text-message;
5. Identity theft;
6. Tampering, destruction or unauthorized access to, or alteration of, entries or computer data;
7. Network hackers or other unauthorized access to Emmis's computer network;
8. Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks;
9. Printing errors;
10. Equipment malfunctions; and

11. Late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries.

**PRIZE:**

One (1) choir from each of the elementary, middle and high school age divisions will receive a prize of one thousand dollars (\$1,000). The Prize may not be transferred or assigned and no substitution of the Prize may be made.

**WINNER SELECTION:**

There are three (3) age divisions in the Contest. Elementary age division includes kindergarten through fourth grade. Middle school age division includes fifth grade through eighth grade. High school age division includes ninth grade through twelfth grade.

**Panel Judging Phase.** Beginning on Tuesday, November 24, 2020, at 6:00AM (Eastern) until Sunday, November 29, 2020 at 5:00PM (Eastern), each Submission will be judged by a panel of judges consisting of ten (10) judges who are employees of Emmis. The Submissions will be judged based on the following two (2) categories: professional sound and performance quality. Each panel judge will cast one (1) vote for one (1) Submission in each age division. Following this panel judging phase of the Contest, the five (5) Submissions with the highest panel judge vote totals in each of the three age divisions will advance to the public voting portion of the Contest. In the event of a tie for the fifth (5<sup>th</sup>) highest vote total in any age division, the Submissions that are tied for fifth (5<sup>th</sup>) place will each advance to the next public judging phase of the Contest.

**Public Voting Phase.** Each Submission that advances to the public voting phase will receive a minimum of one (1) airplay of their entry on the radio on B105.7 and will compete against the other Submissions in their age division for votes from the public. The Submissions of the top five (5) soloists from each age division will be posted to B1057.com. Beginning on Monday, November 30, 2020, at 6:00AM (Eastern) until Saturday, December 12, 2020, at 11:59PM (Eastern), the public may go to B1057.com to view Submissions and vote on their favorite. Soloists' Submissions should be evaluated based on the quality of their singing as well as overall performance. Limit one (1) vote per unique website visitor per day during the Contest. The Submission that receives the most votes in each age division (as determined by Emmis in its sole discretion) will win a prize. The winning soloist Submission in each age division will be announced on the radio on B105.7 on Monday, December 14, 2020, during the morning show with Sean Copeland. In the unlikely event of any tie for the most public votes for a Submission in a particular age category, the Submission with the highest vote total from the panel judging phase will win the tie. In the further unlikely event that there was a tie between those same Submissions in the panel judging phase, the Submission that was first submitted to the Contest will win that tie. Emmis is the sole and official timekeeper for the Contest.

**HOW TO CLAIM A PRIZE:**

**Claiming the Prize:** The official must pick up their prize within thirty (30) days at Emmis' business office located at 40 Monument Circle, Indianapolis, Indiana 46204. The prize may be picked up any time between the hours of 9:00 a.m. and 5:00 p.m. eastern Monday-Friday but excluding holidays. The Sponsor has the right in their sole discretion to mail the prize to the winner. Where this occurs, the

winner will initially be sent the required releases and prize claim forms along with a return, pre-paid overnight delivery air bill. Failure by the winner to return completed forms within five (5) business days of receipt of the forms may lead to forfeiture of the prize. Additionally, in the event the prize is mailed to the winner, the winner assumes the risk of the prize's safe arrival.

**Prerequisites to Prize Award:** The Official, any adult member of the choir, any student member of the choir over the age of 18, and/or the parent or legal guardian of any student member of the choir under the age of 18, is required to execute a Release of Liability, Indemnification and Publicity Release Agreement, and any release or similar document. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the Prize.

**Additional Costs:** Any costs relating to the Prize are the sole responsibility of the winner.

### **WARRANTIES AND REPRESENTATIONS:**

By entering and participating in the Contest, and in consideration thereof, the Official warrants and represents to Emmis, on behalf of him/herself, and the choir, that he/she/it: (i) meets the eligibility requirements at the time of entry; (ii) will be bound by these Rules and the General Rules, and by all applicable laws and regulations, and the decisions of Emmis; (iii) waives any rights to claim ambiguity with respect to these Rules and the General Rules; and (iv) the Submission does not violate any law and does not infringe upon or violate the rights of any person (including, without limitation, contractual rights, copyrights, trademarks, rights of publicity and rights of privacy).

### **RELEASE OF LIABILITY AND INDEMNIFICATION:**

As consideration for entering the Contest, Official agrees on his/her own behalf as well as on behalf of the choir and the soloist, to **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** Emmis, Emmis Communications Corporation, Emmis Operating Company, The Gentle Dentist, and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, disc-jockeys, on-air personalities, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the "Released Parties"), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Additionally, as consideration for entering the Contest, Official agrees to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium

claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram or any other social media platform. By submission of an entry, Official, on his/her own behalf as well as on behalf of the choir, releases Facebook, Twitter, Instagram, and all other social media platforms from any responsibility or liability for the Contest's administration, prizes or promotion. The Official is providing entry information to Emmis and not to Facebook, Twitter, Instagram, or any other social media platforms.

### **PUBLICITY RELEASE:**

Unless prohibited by applicable law, Official authorizes and irrevocably grants to Emmis and the other Released Parties (as defined above) permission to, from time to time, reference and discuss Official, and/or the soloist, and/or the choir with which he/she is associated and his/her/their participation in the Contest on-air and/or on the Released Parties' website(s) in photographs, video recordings, digital images, audio recordings, as well as in publications, newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose Emmis and/or the Released Parties deem proper. Such reference and discussion may include, without limitation, the name of the soloist, the choir, and/or school, a recording of the soloist singing, and/or other personal/biographical material.

### **LICENSE**

By participating in the Contest, Official, on his/her own behalf as well as on behalf of the choir and the soloist, irrevocably grants to Emmis and any Sponsor the perpetual right, without any liability to any person or entity, to reproduce, adapt, transmit, distribute, communicate, make available and otherwise use the Submission throughout the universe in any medium and in any manner, now or hereafter known, including, without limitation, if applicable, radio and television broadcasts, and cable and satellite transmissions, without payment of any compensation to Official and/or the choir in connection with the Contest. Official hereby represents and affirms that he has been given the requisite authority by the choir members and/or their parent or legal guardian to grant such a license.

### **DISQUALIFICATION:**

All participants agree to be bound by these Rules. Non-compliance with any of these Rules will result in disqualification and all privileges as an entrant will be immediately terminated. Emmis, in its sole discretion, further reserves the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

**CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**RULES CHANGES AND INTERPRETATIONS:**

Emmis reserves the right in its sole discretion to supplement or make changes to these Rules as well as the rules of any contest at any time without notice. Emmis reserves the right in its sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants.

**AGREEMENT TO ARBITRATE:**

To the fullest extent permitted by law, by participating in the Contest, Official understands and agrees, both on his/her own behalf and on behalf of the choir and the soloist, that:

- a. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);
- b. 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 (even if the rules and procedures of the arbitration tribunal allow class arbitrations);
- c. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event and under no circumstances will attorneys' fees be awarded, and Official hereby waives, on his/her own behalf as well as on behalf of the choir and the soloist, all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;
- d. any claim or dispute regarding the Contest or these Official Rules will be resolved pursuant to the laws of Indiana, without regard to the conflicts of laws and rules of Indiana;
- e. any claim or dispute regarding the Contest or these Official Rules will be resolved in a tribunal within the state of Indiana and Official submits to the jurisdiction of, and waives all objections to the jurisdiction or venue of, such tribunal; and

- f. if for any reason a claim or dispute regarding the Contest or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

**GENERAL RULES/LIST OF WINNERS:**

Copies of these Rules and/or the General Rules may be obtained by sending a self-addressed stamped envelope to: WYXB: B105.7 Christmas Choir Competition Presented by The Gentle Dentist Contest Rules and/or Official Contest General Contest Rules, 40 Monument Circle, Ste 600, Indianapolis, Indiana 46204. These Rules and the General Rules may also be found at B1057.com.

For a list of any Contest winners send a self-addressed, stamped envelope to: WYXB: B105.7 Christmas Choir Competition presented by The Gentle Dentist's Contest Winners List, 40 Monument Circle, Ste 600, Indianapolis, Indiana 46204.

**SPONSORS:**

**Emmis Indiana Broadcasting LP d/b/a B105.7  
40 Monument Circle  
Indianapolis, Indiana 46204**

**The Gentle Dentist  
8902 Otis Avenue  
Suite 105-B  
Indianapolis, IN 46216**