

# AIR RAID 27 OPEN THE SHOW RULES & REGULATIONS

## 1. ELIGIBILITY

### Entrants must be:

- a) A legal resident of Canada, living within the terrestrial listening area of LIFE 100.3
- b) Willing to comply in full with these Official Rules and all other terms and conditions of the contest.
- c) Not excluded from eligibility by these Official Rules and/or the other terms and conditions of the contest.
- d) Able to make the necessary time commitment to be a part of Air Raid 27, on Saturday, November 18, 2017.
- e) In possession of their own instruments for use at Air Raid 27.

Each band, the members of which are in full compliance with the above criteria, shall be referenced herein as an **“Entrant”** or, collectively with other bands, as **“Entrants.”** Each member of an Entrant must be willing to sign an affidavit attesting to the truth of all facts stated in such Entrant’s entry and accompanying materials (described below) and further attesting to the fact that each member of the Entrant meets all eligibility requirements stated above and herein.

Immediate family members or employees of LIFE 100.3 members are not eligible to enter or win the Contest. For purposes of these Official Rules “immediate family members” is defined as parents, spouses, former spouses, children, grandchildren, dependents, siblings or others similarly related to and/or those living in the same household as the LIFE 100.3 member in question. All determinations of eligibility shall be made by LIFE 100.3 in its sole discretion. By submitting an entry, entering online and/or uploading a video, each member of each Entrant agrees that he/she has read and consents to be bound by and comply with these Official Rules at the time of submission and throughout the Contest.

## 2. HOW TO ENTER:

The Contest will begin on September 5, 2017 at 12:01 a.m. (EST) and will end on September 29, 2017 at 11:59 p.m. (EST) (**“Submission Period”**). During the Submission Period, Entrants may download an application form off the Air Raid website, and drop off, mail or email their entry at the LIFE 100.3 offices. To enter, you must complete and submit an application form, audio and/or video of the entrants performing an original song (including the written lyrics), band bio & resume, band photo and letter of recommendation for your pastor to [crystal@lifeonline.fm](mailto:crystal@lifeonline.fm).

Normal Internet access and usage charges imposed by your online service provider will apply and will be your sole responsibility. The website's database clock will be the official timekeeper of this Contest. For purposes of these Official Rules, all times are in Eastern Standard Time. Limit one entry per Entrant. If a subsequent entry is received for a member of Entrant with another person, all Entries will be discarded and deemed void. If

a subsequent entry is received for the same Entrant, only one entry will be used and the remainder discarded and deemed void. In the event one or more Entries are discarded, LIFE 100.3, in its discretion and by any means it chooses, will select the Entry that will be used (e.g., by order in time received, randomly, first viewed, or any other means or method the LIFE 100.3 chooses at any given time without regard for consistency between entries or Entrants). Incomplete entries at the end of the Submission Period will not be deemed valid entries.

All entries (whether complete or incomplete) are and shall at all times remain property of the contest as of the time submitted and will not be returned or acknowledged.

### **3. ENTRY REQUIREMENTS/CLEARANCES:**

All of the below requirements and criteria are collectively referred to herein as the **“Requirements & Clearances.”**

- a) Automatic Disqualification: In the event any entry does not effectively meet the Requirements & Clearances, LIFE 100.3 will disqualify and discard the entry either immediately or at any time during the Contest.
- b) Publicity Release: By entering the Contest, the Entrant (and each member of such Entrant) consents to the use of all information in the Entry, including, without limitation, each member’s name, likeness, town of residence and other information, for any and all publicity, or promotional purposes as LIFE 100.3 may select in its discretion.
- c) No Infringement. The content of the Entry must not infringe any person’s or entity’s rights (including, without limitation, intellectual property rights) in any way, including without limitation, the use, without permission, of any copyrighted material, trademarks, logos, company names, labels, symbols, store or building facades, music, photographs, works of art, or images that have been created, distributed, aired or published in any media.
- d) No Names and Likeness Without Permission: Unless express prior written permission has been obtained, an entry must not include any individuals’ names (other than those of Entrant or any members of Entrant), in whole or in part, refer to public figures, or contain materials embodying the names, likenesses, photographs, or other identifying elements of any person, living or dead.
- e) Obtain Third-Party Releases: If the entry contains any material or elements that are not owned by either member of the Entrant and/or are subject to the rights of third parties, including, without limitation, Entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents in writing necessary to permit the use and exhibition of the entry by the LIFE 100.3 in the manner set forth in

these Official Rules, including, without limitation, name and likeness releases for any person who appears in or is identifiable in the entry.

- f) **No Illegal, Offensive or Inappropriate Content:** The Entry must not, in the discretion and judgment of the LIFE 100.3, (1) contain words, images or statements considered offensive to individuals of any age, race, ethnicity, national origin, religion, sexual orientation or other protected class, or who are disabled, (2) contain any threats to any person, place, business, group or entity, or contain material that is unlawful, (3) contain materials that promote bigotry, racisms, hatred or harm against any group or individual or promotes discrimination based on age, race, ethnicity, national origin, religion, sexual orientation or other protected class, or disability; (4) contain any materials that depict illegal acts, are sexually explicit, libelous, obscene, violent, hateful, slanderous; (5) contain other inappropriate content which includes, but not limited to, any display of smoking, alcohol, illegal drugs, firearms, harming of animals, nudity, provocative/suggestive outfits or poses, or (6) contain content not in keeping with the LIFE 100.3's reputation and image.

#### **5. JUDGING TO SELECT PRIZE WINNERS:**

Representatives from LIFE 100.3 will be the judges – the final judging will take place in or about October 4, 2017, with the winner being notified and announced on October 10, 2017. The finalists will be judged on the following criteria in the Judges' sole and unfettered discretion:

- a) Musical and vocal talent
- b) Lyrics
- c) Fit with headlining Air Raid 27 bands

#### **6. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:**

After the judging to select prize winners has finished, potential winners will be notified by phone call.

LIFE 100.3 reserves the right to conduct a background check of the potential prize winner(s) before awarding the prize. If a background check reveals that, in LIFE 100.3's discretion, any member of the Entrant has engaged in any conduct that would reflect adversely on LIFE 100.3, LIFE 100.3, in its discretion, may disqualify the Entrant.

#### **7. RELEASES:**

By entering the contest, each member of each Entrant releases and holds harmless LIFE 100.3, as well as any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies (collectively, the "**Promotion Entities**"), against any and all claims, demands and liabilities arising out of or relating to the contest, Entrant's (and each individual member of Entrant's) participation in the contest and/or any contest-related activity, including, without limitation, from winner's use or misuse of a prize or any portion thereof. Prize winners assume all liability for any injury or damage

caused, or claimed to be caused, by participation in this contest and/or use/redemption of any prize.

#### **8. INTERNET:**

Entrant agrees to be bound by these Official Rules and the Privacy Policy (see Section 13 below) of the Contest. LIFE 100.3 is not responsible for any typographical or other error in the submission, the entry, the printing of the offer, administration of the contest or the announcement of the prizes. LIFE 100.3 is not responsible for any electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by LIFE 100.3 on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other similar causes or causes beyond the control of LIFE 100.3 which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this contest, then, subject to any governmental approval which may be required, LIFE 100.3 shall have the right to modify, suspend or terminate the contest. In the event of termination, a notice will be posted on [www.lifeonline.fm](http://www.lifeonline.fm). All eligible entries received prior to termination will be judged per these Official Rules.

#### **9. DISQUALIFICATION:**

LIFE 100.3 RESERVES THE RIGHT IN ITS DISCRETION TO DISQUALIFY ANY PERSON WHO TAMPERS OR IS SUSPECTED OF TAMPERING WITH AN ENTRY AND/OR THE VOTING PROCESS. LIFE 100.3 RESERVES THE RIGHT IN ITS DISCRETION TO DISQUALIFY ALL VOTES FROM JUDGES THAT ARE DEEMED TO BE FRAUDULENT. CAUTION: ANY ATTEMPT BY AN ENTRANT, OR ANY MEMBER THEREOF, TO DELIBERATELY DAMAGE ANY WEBSITE, INCLUDING BUT NOT LIMITED TO, THE WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW.

#### **10. GRANT OF RIGHTS:**

Each member of an Entrant submitting an entry irrevocably assigns and transfers all rights, title and interest in the entry to LIFE 100.3, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all moral rights and all derivative rights) in and to the entry for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. Each member of the Entrant agrees to execute any documents that LIFE 100.3 may require to affect such transfer of right.

#### **11. PRIZE REDEMPTION:**

Winners will be placed on the bill, as the opening act at Air Raid 27, on Saturday, November 18, 2017. For a 12-minute, 3 song set.

Winners must be available for the whole day, for sound and lighting checks, and any other reason that LIFE 100.3 deems appropriate.

If winners are not present at the concert facility at the time they are given, they will be disqualified.

**12. NO OBLIGATION TO USE:**

Other than to announce the prize winners, LIFE 100.3 shall have no obligation (express or implied) to use any entry, regardless of whether or not a Finalist or a prize-winning entry, in any advertising, merchandising or promotion or to otherwise distribute, publicize or exploit any entry, regardless of whether or not a Finalist or a prize-winning entry, or, if commenced, to continue the distribution, publication or exploitation thereof, and LIFE 100.3 may at any time abandon the use of any entry, regardless of whether or not a Finalist or a prize-winning Entry, for any reason, with or without legal justification or excuse, and neither Entrants nor prize winners shall be entitled to any damages or other relief by reason thereof.

**13. PRIVACY POLICY:**

By entering the contest, Entrants agree to LIFE 100.3's use of their personal information.

**14. OTHER PROMOTIONS:**

Please note, LIFE 100.3 may be running similar promotions concurrently or in the future. Your entry into this Contest is for this Contest only, and you must enter each of any concurrent or future contests separately, and in accordance with any rules, terms or conditions applicable thereto.

**15. GOVERNING LAW:**

The Contest is governed by and subject to the laws of Ontario, and all disputes will be decided in accordance with the laws of Ontario. Void where prohibited by law.