

Waterfront Concerts, Rise Above Festival, Asylum and Darling's Waterfront Pavilion are excited to announce the first ever Rise Above Fest "Battle of the Bands"!

Depending on the number of submissions, it will be at the sole discretion of Waterfront Concerts to determine which artists/bands will continue in to the qualifying events.

ENTRY & GUIDELINES

Waterfront Concerts, Rise Above Festival, Asylum, Darling's Waterfront Pavilion and all related participating sponsors, vendors and interested parties will from here on out be referred to as the "Sponsor".

Artist Representative, Parent or Legal Guardian if participant is 17 years of age or under who are submitting entries will here on out be referred to as "Band/Artist".

- First, visit www.waterfrontconcerts.com or www.riseabovefestival.com (the "**Website**") and click on the Contest link or banner to receive details on the Contest. Be sure to carefully review the Official Rules of the Contest (including all instructions on performance conditions/restrictions and judging criteria). Then, fill out the official Entry Form on the Website.
- The Entry Form consists of a) information about each Band member and the Band/Artist, b) a declaration/affidavit of eligibility Band/Artist and its members, and c) a rights/publicity/liability release (collectively, the "**Entry Form**"). The Entry Form must be completed in full by the entrants themselves.
- Each Band/Artist must identify one (1) representative (the "**Band Administrator**") on the Entry Form who will be the contact person for the Band in all matters related to this Contest and who shall also have authority to act on behalf of the Band. Although each entrant must be 18 years of age or older to enter this Contest, if a Band member is deemed a minor in his/her country, state, territory or province of residence, then the parent/legal guardian of such minor must sign any documents required herein on behalf of such minor and such Band member cannot serve as the Band Administrator.
- All Band Members and Artist Representatives should carefully review the Official Rules of the Contest (including all instructions on performance conditions, restrictions and judging criteria)

OFFICIAL RULES

- Band/Artist must be prepared to play a set of at least 10 minutes but not to exceed 20 minutes or at the discretion of the “Sponsor”, the sets may be shortened based on the size of entries.
- Band/Artist must be from, or based out of the Maine or New Hampshire area. An artist/band must consist of at least two performing musicians to be considered eligible.
- All competing Band/Artist(s) are strongly encouraged to promote spreading the word regarding the Rise Above Fest “Battle of the Bands” event(s) and related festivities as crowd interaction and response will be part of the judging criteria.
- Any distasteful behavior, and/or damage to “Sponsor” related entities, venues or surrounding equipment or supplies will result in an automatic disqualification at the Band/Artist at the hands of the “Sponsor” committee and judges
- All music must be performed live. Background tracks or karaoke are not permitted. Metal, Hard Rock, Rock, Alternative or any sub-genre thereof is encouraged. Only original compositions will be accepted for entry into the competition. A band will be disqualified for performing music considered lewd, inappropriately violent, sexist or racist.
 - A) All songs performed by the Band during the Contest, attributed to the Band on the Local Facebook Page, or used while the Band is participating in the Contest (including all Original Songs and Cover Songs) are referred to herein collectively as the “Creative Materials.” Creative Materials as defined 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) Creative Materials may not contain “sampling” from other songs, music, sound effects, or any other elements in which the Band or Band Members do not have the necessary rights to, title and interest, including copyright.
 - C) Creative Materials and Band Names must be in keeping with the “Sponsor’s” positive image. The “Sponsor” has absolute discretion, without limitation, to determine if Creative Materials or Band/Artist Names contain offensive profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous content, or which encourages unlawful behavior, or which is hateful, or which is racially, ethnically or otherwise offensive or objectionable. If any such materials are discovered the Band/Artist will be subject to disqualification.
- Submitted online links audio recordings, must be audio recordings of two (2) **original** songs that were written and performed solely by Band/Artist members who appear on the Entry Form. The songs cannot be “covers” of other bands’ songs.

- All Entry Materials must be completed and submitted together prior to the Entry Deadline. Failure to i) fully complete the Entry Form, ii) have the Entry Form signed authorized representative iii) meet the requirements for entry or iv) return the completed Entry Materials by the applicable Entry Deadline, will result in disqualification of the Band and all of its Band members. Only complete Entry Materials will be accepted. If Entry Materials are incomplete or do not comply with these Official Rules in any manner, the Band and each individual Band member entrant may be disqualified at Sponsor's sole and absolute discretion.

ARTIST RELEASE AGREEMENT

I _____ (Artist Representative, Parent or Legal Guardian if participant is 17 years of age or under), here by, declare that I have read the official rules and regulations of Rise Above Fest "Battle of the Bands" competition and will follow these rules during all competitions of said event. I also agree to submit to any penalty that is given to my band and I, should I (or we) happen to break one of these rules.

_____ agrees to hold the "Sponsor", harmless from all claims arising from the use and promotion thereof in kind, of all kind of any kind whatsoever. The "Sponsor" does not guarantee or warrant any such claims to the success or failure of Band/Artist participation.

_____ (Artist Representative, Parent or Legal Guardian if participant is 17 years of age or under), also warrants and represents that Artist/Band is the sole legal owner of all right, title, and interest in all artwork, including all related intellectual property interests such as trademarks and the sole and exclusive copyright in all artwork, and has the full right an authority to enter this agreement and grant the rights granted in this agreement

The band/artist shall indemnify, defend and the "Sponsor" harmless from any losses, claims, damages, awards, penalties, broken equipment or injuries occurred and any other negative occurrences outside of our staff's control, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the display of band/artist likeness or submitted material and audio recordings.

The Band/Artist also grants the "Sponsor" a nonexclusive, royalty free, perpetual license to display the Band/Artist Related Material, Likeness and Audio Recordings throughout the "Sponsor's" related websites, social media sites, print, radio and TV advertising (i.e. multimedia) throughout the duration of the event beginning with the Band/Artist Submission to the Rise Above Festival "Battle of the Bands".

This license and permission to display the Band/Artist Related Material, Likeness and Audio Recordings in the "Sponsor's" multimedia may be revoked at the sole discretion of the Band/Artist upon written notification to the "Sponsor".

The "Sponsor" will remove the Band/Artist Related Material, Likeness and Audio Recordings from the "Sponsor's" multimedia sources within a reasonable time after receipt of written notice of revocation of the license.

I _____ (Artist Representative, Parent or Legal Guardian if participant is 17 years of age or under), also grant the "Sponsor" the right to use my name, voice, image of physical likeness, biographical material, contact information website(s), social media sites and any other information the "Sponsor" and any other multimedia application used in kind of any kind whatsoever.

Name of Artist Representative, Parent or Legal Guardian
(if participant(s) are 17 years of age or younger):

Address:

City:

State:

Zip or Postal Code:

E-mail:

Phone: