



Gospel Fest 2014

1. General Overview of the Contest.

1. The Gospel Fest 2014 Choir Contest (the “**Contest**”), conducted by Hot 107.3 Jamz and TRMJ Entertainment, is a search for the best gospel choirs in East Texas. These official rules of the Contest (the “**Official Rules**”) describe the manner in which the Contest will be conducted. As described in detail below, there are three separate rounds (each, a “**Round**”) in this Contest: the Video Audition Round (“**Round 1**”) video will be posted on Hot 107.3 Jamz website and the Fan's must vote on the Best Choir of East Texas, Round (“**Fan Round 2**”) the Top 10 Fan finalists will be invited to sing at a live event at the Caldwell Auditorium in Tyler to win the honor of being named the Best Gospel Choir in East Texas and Round (“**Round 3**”) the Grand Finale Round , Top 3 finalists from Round (“**Round 2**”) will sing 2 song to win the honor of being named the Best Gospel Choir in East Texas. **Please read these Official Rules carefully as they contain important information about how the Contest will be conducted, including which choirs are eligible to enter, deadline dates for entry, and rules regarding the music that can be performed in the Contest. If you have any questions about the Contest or these Official Rules, you may email gospelfestetx@gmail.com or call 903-309-0140.**

2. Eligibility.

The Contest is open only to choirs (each, a “**Choir**”) that meet all of the following requirements:

- a. Each performing member of the Choir (each, a “**Member**” or “**Choir Member**”) must:
 - i. be a legal resident of one of the forty-eight (48) continental United States or the District of Columbia (excluding Puerto Rico, Alaska, Hawaii, and other U.S. territories and possessions);
 - ii. be at least 18 years of age as of May 31, 2014;
 - iii. All members competing must be pre-registered at Hot 107.3 Jamz Studio on May 17th or online at <http://hot1073jamz.com>. Deadline for registration is May 30.
- b. In each Round, the Choir must perform gospel music, as determined by TRMJ in its sole discretion. Further details on permissible music are described in Section 4 below.
- c. The Choir must consist of between 6-40 performing Members (inclusive of any band members);

- d. The Choirs will receive 100 tickets and required to sell 50 pre-sale tickets and receive 50 bonus points (votes) in round. Any additional tickets sold over 50, will receive 1 point per ticket to be added to score.
- e. Neither the Choir nor any of its Members may be (or have been, within the previous twelve (12) month period) a party to a music recording contract or any other contractual arrangement that would prohibit or restrict the Choir or any of its Members from:
 - i. allowing their performances to be recorded, exhibited, broadcast and used as described in these Official Rules;
- f. In addition,
 - i. Should a Choir advance to Fan Round 2 of the Contest, such advancing Choir and each Choir Member of such Choir understands and agrees that it shall be required to enter into a participation and option agreement (the "P&O Agreement") pursuant to which each of them grants to TRMJ (or its designee) a binding transferable option to secure exclusive recording, publishing, touring, merchandizing, fan club & ticketing services and rights, and as more fully described here;

3. Types of Choirs.

During the registration process, each Choir must indicate whether it will enter the Contest as a "Religious Organization Choir," "Legal Entity Choir," or "Non Affiliated Choir," as described in this section.

- a. Each performing member of the Choir (each, a "**Member**" or "**Choir Member**") must:
 - i. If the Choir has a meaningful and consistent relationship with a church, temple, mosque or other similar religious organization (the "**Religious Organization**"), then such Choir may enter as a "**Religious Organization Choir.**" Such Religious Organization must have a valid tax identification number, must be an entity that is formed pursuant to the laws of one of the continental United States, must be a tax-exempt organization as described under sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986, as amended from time to time, and must have received an exemption letter from the Internal Revenue Service confirming its tax exempt status. The Choir must provide the Religious Organization's valid tax identification number as part of the registration process, and the Choir, at TRMJ's request, shall submit additional documentation satisfactory to TRMJ in its sole discretion confirming the tax-exempt status of the Religious Organization. All cash prizes (if any) that are awarded to a Religious Organization Choir will be awarded in the name of the Religious Organization;

- ii. If the Choir has formed a legal entity or is associated/affiliated with a for-profit legal entity (a “**Legal Entity**”) that permits the Choir’s use of its name and federal identification number in connection with this Contest, then such Choir may enter the Contest as a “**Legal Entity Choir.**” Such Legal Entity must have a valid tax identification number and must be an entity that is formed pursuant to the laws of one of the continental United States, and the Choir must provide the Legal Entity’s valid tax identification number as part of the registration process. The Choir, at TRMJ’s request, shall submit additional documentation satisfactory to TRMJ in its sole discretion confirming the existence of and/or the Choir’s association/affiliation with the Legal Entity. All cash prizes (if any) that are awarded to a Legal Entity Choir will be awarded in the name of the Legal Entity; OR
- iii. A Choir that has neither a meaningful and consistent relationship with a Religious Organization nor formed/has an association/affiliation with a Legal Entity, may enter as a “**Non-Affiliated Choir.**” All cash prizes (if any) that are awarded to a Non-Affiliated Choir will be awarded in the name of the Choir Representative (as defined below).

4. Music Requirements.

- a. In Round 1, each Choir may perform one (and only one) gospel song. The Choir’s performance in Round 1 shall not include any medleys, mash-ups, “samples,” or interpolations of any others songs.
- b. In Round 2, each Choir must perform one live 10 min medley.
- c. In Round 3 one song from the approved list of Contest (the “**Song List**”), which will be posted on <http://hot1073jamz.com/> . TRMJ, in its sole discretion, may modify/update the Song List from time to time, and any modified/updated Song List will be posted on the Website. In addition,
 - i. the Choir shall perform a song from the Song List,
 - ii. the Choir’s performance shall not include medleys/mash-ups of songs, “samples” or interpolations of any other songs,
 - iii. the Choir’s arrangement of that song shall not change the basic melody or fundamental character of the song and shall not violate the rights of any person or entity (e.g., the arrangement shall be original or in the public domain, etc.),
 - iv. the Choir shall not change the lyrics to the song, (v) the Choir grants and assigns to TRMJ (and represents and warrants that it has all necessary rights to so grant and assign) all right, title and interest in and to the Choir’s arrangement of the song performed, and

- v. the Choir's performance shall not violate the rights of any person or entity.

5. How to Enter: Round 1 or the Video Audition Round.

Each Choir must follow the following procedures to enter Round 1 (also referred to herein as the "**Video Audition Round**") of the Contest, and thereby enter the Contest:

- a. Choir Representative. Each Choir must designate a representative who is a Member of the Choir ("**Choir Representative**") who shall be the spokesperson on behalf of the Choir and responsible for the submission of all required information and documentation. The Choir Representative must be 21 years of age or older as of May 31, 2014.
- b. Entry Methods and Deadlines for Entry (Round 1): Choir may only enter Round 1 of the Contest In Person Only.
 - i. In Person Entry: On May 31, 2014 at a designated time, the Choir and all members of the choir, shall show up at Hot 107.3 Jamz Studio dressed and ready to perform one song. TRMJ will record their performance and post the video on Hot 107.3 Jamz web-site for a vote by EAST Texas on June 4, 2014.
- c. *Registration Information:* The Choir must provide all requested information in the registration form (the "**Registration Form**"), which may include, without limitation, the Choir's name, the number of Members in the Choir, the Choir Representative's name, address, phone number and email address, the name of the song performed on the Video; and, (A) if the Choir is a Religious Organization Choir, the name, address (including zip code) and tax identification number of the Choir's Religious Organization, or (B) if the Choir is a Legal Entity Choir, the name, address (including zip code) and tax identification number of the Choir's Legal Entity. (If the Choir is a Non-Affiliated Choir, the Choir must indicate as such in the applicable portion on the Registration Form.)
 - i. Registration Open May 16, 2014
 - ii. May 16, 2014 at 7 pm Meeting of all Choir Representative Hot 107.3 Jamz Studio 3810 Brookside Drive Tyler, TX 75701.
 - iii. Pick up Registration Package May 16, 2014, 7pm to 2pm at Hot 107.3 Jamz Studio 3810 Brookside Drive Tyler, TX 75701.
 - iv. Mail Out: Log on to Hot107.3jamz web-site to request a package be mailed to you.

- d. **Release:** On behalf of all Choir Members, for Round 1, the Choir Representative must agree to a liability/publicity release (the “**Release**”). (A link to the Release is provided during the registration process.) In the Release, the Choir Representative represents that he/she has the authority to act on behalf of the Choir and enter into the Release on behalf of all Choir Members and bind all Choir Members to the terms of the Release. (In particular, the Choir Representative for the Non-Affiliated Choir must represent in the Release that he/she has the permission of all Choir Members to accept any cash prize(s) on their behalf.) At any time during the Contest, Choir Members may be required to provide additional signed releases, as determined by TRMJ in its sole discretion. If any Choir Member does not grant the Choir Representative the requisite authority required hereunder and/or in the Release, then the Choir Representative shall ensure such Member does not participate in the Contest (and that such Choir Member’s performance is not embodied in the Video).
- e. **Complete Entries.** A complete entry (the “**Entry**”) will consist of: the Video, a completed Registration Form, an agreed-upon Release, and any other materials or information requested by TRMJ. All required information and materials must be included in the Entry for the Entry to be valid.
- f. **Duplicate Entries.** An individual may enter the Contest as a Member of one (1), and only one (1), Choir. If any individual enters as a Member of more than one (1) Choir, TRMJ, may, in its sole discretion, either
- i. disqualify the individual from participating in the Contest in any manner;
 - ii. disqualify the individual from participating in the Contest with any Choirs in excess of one (1) Choir; or
 - iii. disqualify one or more Choir(s) with whom such individual entered the Contest. All decisions regarding disqualification of individuals and Choirs shall be made by TRMJ in its sole discretion. Each Choir may submit only one Video via only one Entry, and each Religious Organization/Legal Entity is permitted to have only one Choir enter the Contest. If any Choir submits more than one Video or Entry, TRMJ, at its sole discretion, may choose one Video (or Entry) to be eligible, or may disqualify all the Videos (or Entries) submitted by that Choir. If more than one Choir designates the same Religious Organization/Legal Entity, the Religious Organization/Legal Entity may be required by TRMJ to choose one of such Choirs to be eligible. TRMJ, at its sole discretion, may honor the Religious Organization’s/Legal Entity’s direction, or may disqualify all/any Choirs that designate the same Religious Organization/Legal Entity.

THIS CONTEST MAY BE CANCELLED OR MODIFIED, IN THE SOLE DISCRETION OF TRMJ, IN THE EVENT AN INSUFFICIENT NUMBER OF ELIGIBLE OR SATISFACTORY ENTRIES ARE RECEIVED.

6. Video Content.

- a. By participated in the Contest the Choir and each of its Members represent, warrant and agree that:
 - i. they have all necessary rights to submit the Video (including the song performed therein) and authorize TRMJ to use the Video (including the song performed therein) as set forth herein, including, without limitation, all rights from all people who participated in the creation of the Video;
 - ii. other than any properly licensed song. The Video does not consist of or incorporate any materials that are owned by anyone other than Choir Members (including, for example and without limitation, photography, film clips, sound recordings, sound effects, artwork, trademarks or logos owned by anyone other than the Choir Members);
 - iii. the Video (and the Choir's performance of the song therein) does not contain any defamatory material and does not violate the rights of any third party, including any copyright, trademark, publicity right, privacy right, publishing right, recording right or any other right;
- b. TRMJ may, in its sole discretion, demand a Choir re-submit/modify any Video, consider only a portion of the relevant Video (such portion to be determined by TRMJ in its sole discretion) or disqualify any Choir should TRMJ determine, in its sole discretion, that a Choir's Video fails to conform to these Official Rules or contain otherwise unacceptable content. For clarity, TRMJ reserves the right to allow for minor fluctuations between the Video length limitation stated herein and the actual length of a Video submitted in this Contest, as well as other minor deviations from these Official Rules, based on clear intent to comply with these Official Rules, as determined by TRMJ in its sole discretion.
- c. The Choir and each Choir Member understands and agrees that by submitting any Video (or permitting the Choir Representative to submit any Video) and agreeing to the Release (or permitting the Choir Representative to agree to the Release), the Choir and each Choir Member is granting to TRMJ (and has the right to grant to TRMJ) a non-exclusive, perpetual, worldwide, irrevocable, sub licensable (through multiple tiers), assignable, fully paid, royalty free, license to use and exploit the Video, and any material based thereon or derived there from, edited or altered as TRMJ, in its sole discretion so chooses, together with any other material (whether fictional or non-fictional) and the image, picture, likeness, performance, statements, voice, name and biographical information of the Choir Member contained in the Video, and all other materials submitted as part of the Entry, in any manner, venue or media whatsoever (whether now known or hereafter devised) (including, without limitation, on all forms of television, print, radio, broadcast media, industrial and event usage, the internet and new media (e.g., podcasts, V CAST videos, etc.) and any other media whatsoever) anywhere in the world at any time, without compensation or permission, for any

purpose, including, without limitation, for purposes of advertising, trade, promotion and/or merchandising in connection with TRMJ, any Contest sponsors, their products and services or the Contest (and any subsequent or similar promotions).

7. Selection Process.

These Official Rules designate below the number of TRMJ anticipates will be selected to participate in each Round of the Contest

8. Round 1 – Video Audition Round.

On May 31, 2014 at a designated time , the Choir and all numbers of the choir, show up at Hot 107.3 Jamz Studio dresses ready to perform 1 song. TRMJ will record your performance and post it on Hot 107.3 Jamz web-site for vote on June 4, 2014.

- a. The song must be no less than thirty (30) seconds and no longer than three (3) minutes in length.
- b. Voting opens June 4, 2014 8 am and close June 11, 2014 4 pm.
 - i. Fans login on <http://hot1073jamz.com> website
 - ii. Sign up as Hot 107.3 Jamz VIP Member Receive a 1 ex point (vote)
 - iii. Vote for their favorite Choir.
 - iv. Fans only can vote once a day
- c. Voting Close June 11, 2014 4 pm.
 - i. Top 10 Choirs with the most votes advance to Round 2.
- d. TRMJ and the Judges reserve the right to either disqualify any ineligible Entries or to request that any Choir re-submit an Entry to conform to these Official Rules, within a time-frame dictated by TRMJ. Should any Choir asked to re-submit an Entry fail to do so within the time-frame communicated by TRMJ, such Choir may be disqualified in TRMJ's sole discretion.
- g. All choirs MUST turn in their pre-sale tickets and money on or before May 31,2014 at 4 pm receive 50 bonus points (votes) in round 1 .

9. Round 2

- a. Announcement and Notification. The Choirs (the "**Fan Finalists**") selected by the voting process advance to the second round of the Contest (i.e., Round 2 or the "**Fan Round**") will be announced on June 12, 2014 on <http://hot1073jamz.com> Website and On-Air at Hot107.3 Jamz between the hours of 9 am - 2 pm, and TRMJ will notify the Choir Representatives for such Fan Finalists by telephone and/or follow-up email confirmation on June 12, 2014.

- b. Confirmation by Fan Finalists, P&O Agreement and Member Lists. Within twenty-four (24) hours of TRMJ's notification, the Choir Representative for each Fan Finalist must confirm to TRMJ in writing (in the manner that TRMJ specifies) that the Fan Finalist is willing and available to participate in Round 2 and attend the Round 2 Event (as defined below) (and Round 3, if selected) in person on the applicable date and at the applicable location.
- i. In addition, twenty-four (24) hours (or such other period of time as determined by TRMJ in its sole, reasonable discretion) of TRMJ's notification and provision of the P&O Agreement to each potential Regional Finalist, each potential Fan Finalist must return the P&O Agreement fully executed by the potential Fan Finalist and all of its Members on the Member List (as defined below). Should any potential Fan Finalist and/or any Member on the Member List of the potential Fan Finalist fail to sign and return the P&O Agreement as offered, TRMJ may, in its sole discretion, disqualify the potential Fan Finalist (and select an alternate potential Regional Finalist) and/or prohibit such non-signing Member from participating in any Round of the Contest. Should any Member of the potential Fan Finalist fail to sign the P&O Agreement, the Choir shall ensure that such Member shall not perform in Round 2 or Round 3 of the Contest and not be included on the Member List unless TRMJ agrees otherwise in its sole discretion in each instance.
 - ii. In addition, the Choir Representative must also provide to TRMJ a complete list ("**Member List**") of all Choir Members (first and last names and dates of birth) who appeared in the Round 1 Video and who will also perform at the Round 2 Event and Round 3 (if selected). For clarity, only Members who appeared in the Video may participate in Round 2 and Round 3 (if selected), unless TRMJ agrees otherwise in its sole discretion. Subject to exigent circumstances (e.g., illness or other health-related issues) as determined by TRMJ in its sole discretion, the Choir Members named on the Member List shall be the only Choir Members eligible to (a) participate in the Round 2 and Round 3 (if selected); and (b) receive any benefit described in Section 13 of these Official Rules (including, without limitation, any transportation, accommodations, meals, etc.).
 - iii. The Members of the Fan Finalist may also be required to provide additional signed releases, as determined by TRMJ at its sole discretion. The failure of a Fan Finalist to provide such confirmation or such additional releases within the time frame specified by TRMJ may result in disqualification of the Fan Finalist.

- a. Each Choir Representative must also provide a list of the Choir's top four (4) 10 min medleys that it would like to perform at Round 2 of the Contest. Round 2
- b. Event Details. The Fan Finalists shall perform at a live event for each Fan (the "**Gospel Fest Event**") in accordance with the following:
 - i. *Musical Composition Assignment & Requirements:* TRMJ, in its sole discretion, will assign to each Fan Finalist a 10 min medleys From the List provide by the Choir provide that the Choir will perform at the Gospel Fest Event.
 - ii. *Gospel Fest Event Dates and Locations:*
 - Date: June 14, 2014**
 - Time: Start 7:30**
 - Location: Caldwell Auditorium in Tyler Tx**
 - Call Time: 4:30 (All Choirs)**
 - iii. The Fan Finalists will be required to check in on the applicable date at the designated location at a call time TRMJ will determine and announce. Members may be subject to personal searches and must comply at all times with the rules and regulations of the venue. Specifically, Members shall be required to wear identification in the form provided by TRMJ at all times at the designated location on the date of the Fan Round. Each Fan Finalist and all its Members shall be solely responsible for all expenses (including transportation, accommodations and any food/drink/refreshment costs) in connection with their participation in the Fan Round.
 - iv. *Fan Round Equipment:* If requested by a Fan Finalist, TRMJ may provide one (1) of each of the following items for use in the Fan Finalist's performance at the Gospel Fest Event: organ, piano, drum kit, guitar amplifier and bass amplifier. TRMJ, at its sole discretion, will decide what, if any, equipment, props or instruments may be used by the Fan Finalists, and Choir Members must carry on and off stage any permitted equipment, props or instruments. All decisions by TRMJ are final.
 - v. *Fan Round Performance Requirements:* Fan Finalist shall perform as follows at the Gospel Fest Event: Members may not leave the stage or stage area during their Choir's performance. Each Fan Finalist will have a maximum total stage time (the exact amount of which shall be determined by TRMJ, in its sole discretion, and communicated to the Fan Finalist prior to the performance), regardless of any technical difficulties. If a Fan Finalist exceeds the proscribed time limit, then TRMJ may deduct point(s) and/or disqualify the Fan Finalist, at TRMJ's sole discretion. In addition, all Fan Finalist may be required to remain at the applicable Fan Round venue until all Fan Finalist have performed, after

which all Fan Finalist may be required to together perform a song chosen by TRMJ and led by an individual chosen by TRMJ.

- vi. *Fan Round Performance:* Fan Finalist have perform 110 min medley. The night of the Gospel Fest TRMJ will draw numbers to determine the order of the performance.

- c. Selection of Fan Finalist Winners. Based on the Judging Criteria, (as defined in Section 11 below), score and select a total of three (3) Choirs advance to Round 3 of the Contest. TRMJ and the Judges reserve the right to either disqualify any ineligible.

10. Round 3 – Grand Finale Round.

- a. Grand Finale Round Allowances and Requirements. The Fan Round shall also apply to the Grand Finale Round as appropriate.
 - i. Grand Finale Round Performance: Grand Finale Finalist have to perform 2 songs from the approved list of Contest 15 min after The Fan Round.
- b. Selection of Winners. Based on the Judging Criteria, at the close of the Grand Finale Round, the Judges will select one (1) “**Grand Prize Winner**” and one (1) “**Grand Runner-Up**”.
- c. After the Judging all 3 Finalist will perform 2 songs selected by TRMJ.

11. Judging Criteria.

The Judges will judge the Choirs based on the following weighted criteria (“**Judging Criteria**”):

- a. 40% based upon **general audience appeal**, [including, without limitation, marketability, enthusiasm, connection with audience, general appearance (poise, uniformity, and professional behavior), and potential for success as recording artists];
- b. 30% based on **technical merit**, [including, without limitation, diction (clarity, naturalness, purity of vowel, and articulation of consonants), ensemble (tone, quality, consistency, projection [beauty, freedom, vitality, resonance, color], choir blend, and entrances), rhythmic accuracy (control, balances, releases, precision, and evenness of vocal line [voice, control, and full use of vocal range]), and conductor’s abilities (awareness of musical elements and choir communication)]; and
- c. 30% based on **originality/interpretation** (including, without limitation, dynamics/style, expression/artistry and musical interpretation).

- d. In the event of a tied score between Choirs, the Choir with the higher score in general audience appeal will be deemed the winner/advancing Choir. In the event that such tied Choirs also have tied scores in general audience appeal, the Choir with the higher score in technical merit will be deemed the winner/advancing Choir. In the event that such tied Choirs have tied scores in general audience appeal and technical merit, the Judges will break the tie, based on the Judging Criteria, at their sole discretion. As noted above, if a Choir exceeds the proscribed time limit, TRMJ may deduct point(s), and/or TRMJ may disqualify the Choir, at TRMJ's sole discretion. The decisions of the Judges are final and binding in all respects.

12. Notification & Disqualification Details.

- a. Additional Releases. In addition to the Release agreed to upon Entry, every Member of each Fan Finalist and Grand Finalist may be required to complete, execute and return an Affidavit of Eligibility, a Liability Release and (unless prohibited by law) a Publicity Release within the time period specified by TRMJ. A Choir will not become a finalist or an official winner of any round of the Contest under these Official Rules until each Member signs and returns all requested affidavits, releases and other documentation (including, without limitation, as applicable, the P&O Agreement, etc.), until his/her eligibility has been formally verified by TRMJ, and until the Choir has been declared to be an official finalist or winner (as applicable) of the applicable Round by TRMJ. In addition, TRMJ may require the Choir Representative of any Choir selected to win any prize hereunder to confirm any information supplied in connection with the Contest and to sign and return additional affidavit(s) and release(s) related thereto. Further, if any Choir Member is at least 18 years old, but still considered a minor in his/her state of residence, that Member must, at TRMJ's request, have a parent's or legal guardian's permission to participate in the Contest, and such parent or legal guardian must, at TRMJ's request, sign any requested affidavits, releases and other documentation required by TRMJ or these Official Rules.
- b. Disqualification. Any Choir selected to advance to any Round in this Contest may be disqualified at TRMJ's sole discretion, and an alternative Choir may be chosen, if such Choir
 - i. has a Choir Representative who is unreachable (by telephone or email) within twenty-four (24) hours after TRMJ's first attempt to notify such individual;
 - ii. informs TRMJ that it is unable or unwilling to participate in or attend a Round of the Contest for which it has been selected to participate;
 - iii. informs TRMJ (or TRMJ discovers) that it is unable for any reason to claim any prize awarded;
 - iv. fails to return all documents (including, without limitation, the P&O Agreement, as required) fully executed as required by TRMJ within the specified time period;
 - v. performs or uses any song or music in connection with the Contest other than as permitted by these Official Rules; or

- vi. does not comply with these Official Rules. Further, TRMJ reserves the right, at its sole discretion, to disqualify and/or exclude any Member of a Choir or any Choir from the Contest at any time, for any reason, including if any Member or Choir (or a Member's family or associates) exhibit offensive behavior during any portion of the Contest, in the sole judgment of TRMJ. Members and Choirs will not be permitted to carry/use any weapons, alcohol or non-prescriptive controlled substances at any event in connection with the Contest. All Members of each Choir selected as a winner at the Regional Round or the Grand Finale Round must be on site to win, or that Choir may be disqualified, at TRMJ's sole discretion, and the next highest scoring eligible Choir may be declared the winner.

13. Prizes and Approximate Retail Value ("ARV").

The Choirs and any individual Members or organizations awarded any prizes hereunder (collectively, "**Winner(s)**") are solely responsible for all taxes, fees and expenses associated with this Contest and redemption of prizes. (The applicable Religious Organizations may be required to provide additional documentation of tax-exemption and/or 170(c)(2) and 501(c)(3) status.) Cash (i.e., check) prizes for winning Religious Organization Choirs will be payable to the Winner's Religious Organization indicated in the Entry; **cash (i.e., check) prizes for winning Legal Entity Choirs will be payable to the Winner's Legal Entity indicated in the Entry; and cash (i.e., check) prizes for winning Non-Affiliated Choirs will be payable to the Winner's Choir Representative indicated in the Entry.** For all Winners, TRMJ will send the applicable check to the attention of the Choir Representative within approximately fourteen (14) days after notification that the Choir is a Winner. The prizes are as follows:

- a. Round 3 – Grand Finale Round Winners.
 - i. **Grand Prize Winner \$1,000.00 and 1st Place Trophy**
 - ii. **Grand Runner-Up \$500.00 and 2nd Place Trophy**
 - iii. **Grand 3rd Place \$250.00 and 3rd Place Trophy**

14. Grant of Rights.

By participating in the Contest, the Choir and each Choir Member grants to TRMJ the right (but not the obligation) to (a) film, videotape, record, interview and/or photograph the Choir Member and the Choir Member's performance(s) at any time throughout the entire Contest; and (b) distribute, publish, exhibit, digitize, broadcast, display, reproduce, sell, and otherwise use and exploit the results and proceeds of such films, videotapes, recordings, interviews and photographs, the image, picture, likeness, performance, statements, voice, name and biographical information of the Choir Member, the Choir name, and any material based thereon or derived there from, edited or altered as TRMJ in its sole discretion so chooses, together with any other material (whether fictional or non-fictional), in any manner, venue or media whatsoever (whether now known or hereafter devised) (including, without limitation, on all forms of television, print, radio, broadcast media, industrial and event usage, the internet and new media (e.g., podcasts, records, albums, iTunes (and similar formats) V CAST videos, etc.) and any other media whatsoever) anywhere in the world at any time, without compensation or permission, for any purpose, including, without limitation, for purposes of

advertising, trade, promotion and/or merchandising/sales in connection with TRMJ, any Contest sponsors, their products and services or the Contest (and any subsequent or similar promotions).

15. Publicity/Media Requirements.

By participating in the Contest, the Choir and each Choir Member agrees,

- a. if TRMJ requests, to appear at events (including, without limitation, at in-store promotions, photos sessions, autograph signings, press/publicity appearances, conferences, "meet and greets," tradeshow and other public events and activities as TRMJ shall determine in its sole discretion), and to render services for TRMJ to film, photograph, shoot or otherwise create promotional, advertising, marketing and other materials promoting the Contest, TRMJ or TRMJ's (or any Contest sponsors') products and services, and render such other promotional services as TRMJ requests, on dates and times to be determined by TRMJ, all for no compensation;
- b. to allow TRMJ to use (and, as appropriate, sell) the proceeds of the services at such events, and the image, picture, likeness, performance, statements, voice, name and biographical information of the Choir Member, and any material based thereon or derived there from, edited or altered as TRMJ in its sole discretion so chooses, together with any other material (whether fictional or non-fictional), in any manner, venue or media whatsoever (whether now known or hereafter devised) (including, without limitation, on all forms of television, print, radio, broadcast media, industrial and event usage, the internet and new media (e.g., podcasts, records, albums, iTunes (and similar formats) V CAST videos, etc.) and any other media whatsoever) anywhere in the world at any time, without compensation or permission, for any purpose, including, without limitation, for purposes of advertising, public relations, trade, promotion and/or merchandising/sales in connection with TRMJ, its (or any Contest sponsors') products and services or the Contest (and any subsequent or similar promotions); and
- c. to sign any other documents as TRMJ may request in connection with any promotional, public relations, marketing, merchandising or advertising services. Notwithstanding the foregoing, if any use of the Video or the results and proceeds of the Choir Member's services hereunder (or any portions of either) should fall under the jurisdiction of any union or guild, then each Choir Member agrees (a) to abide by the terms of the applicable union or guild agreement with respect to such use, and if requested by the TRMJ, to execute any applicable union or guild contracts; and (b) to accept the applicable minimum scale payments provided for in the applicable union or guild agreement with respect to such use.

16. Conditions/Releases.

By participating in the Contest, each Choir and each participant/Member agrees:

- a. to be bound by these Official Rules, the Terms of Use of the Website, and any other documents TRMJ requires to be signed;
- b. to release and forever discharge TRMJ and its parents, affiliates, subsidiaries, media partners and advertising and promotion agencies, any record label or other entity to which TRMJ assigns its rights in respect of the Recording Contract and any Contest sponsors (collectively, the “**Indemnified Parties**”) from and against any and all liabilities or claims with respect to or in any way arising from the Contest, participation in the Contest or any part thereof, the acceptance, possession, use or misuse of any prize, any exploitation of any of the rights granted herein (including, without limitation, any claims based upon copyright, trademark, invasion of privacy, right of publicity, or defamation), and any liability for economic injury, personal injury, illness, property damage, loss or any other harm;
- c. to defend, indemnify and hold harmless the Indemnified Parties from and against any and all liability or claims relating to or arising from such participant’s acts or omissions in connection with participation in the Contest or any part thereof, the Video (including, without limitation, the song performed therein), the acceptance, possession, use or misuse of any prize, or claims based on publicity rights, defamation or invasion of privacy, copyright infringement, trademark infringement or infringement of any other third party right;
- d. that the laws of the state of New York shall govern the Contest (excluding its principles of conflict of laws);
- e. to waive all rights to claim or collect punitive, incidental, consequential, or any other damages;
- f. that all causes of action arising out of or connected with this Contest shall be resolved individually without resort to any form of class action;
- g. that any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, excluding attorneys’ fees; and

- h. that any and all disputes that he or she may have with, or claims he or she may have, relating to, arising out of or connected in any way with the Contest or any prize will be resolved in the federal or state courts located in the City and County of New York, and in the courts of appellate jurisdiction therefrom. Each participant/Member consents to jurisdiction and venue in the federal or state courts located in the City and County of New York, and waives any defenses based on venue or forum non conveniens. Further, each Member represents and warrants that he/she is in good physical and mental condition and has no physical or mental ailment that would prevent the Member from fully participating in this Contest in any manner. Notwithstanding the previous sentence, if notified a reasonable time in advance, TRMJ shall make reasonable accommodations for any handicapped or physically/mentally challenged Members.

18. General.

TRMJ is not responsible for any typographical or other errors in the printing, offering, or description of any prize or in any other materials produced in connection with the Contest. TRMJ is not responsible for lost, late, stolen, misdirected, mutilated, or illegible registrations, entries, Videos, nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations, transmission or broadcast, theft or destruction or unauthorized access to or alterations of Videos or for technical, network, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive an Entry or Video by TRMJ on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, TRMJ RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If for any reason, including infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes, the administration, security, fairness, integrity or proper conduct of the Contest is corrupted or affected, TRMJ reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. **In addition, if for any reason, in its sole discretion, TRMJ determines that the Contest should not or cannot be run as planned (including, without limitation, for reasons of "force majeure," such as acts of civil or military authority, national emergencies, strikes, insurrection, war, terrorism, threat of terrorism, nuclear radiation, public utility failure, weather emergencies, acts of God or other matters not within the control of TRMJ), TRMJ may cancel, terminate, modify or suspend the Contest (or any portion thereof).** Uses of automated devices are not valid for entry or for any online/text voting, and will be subject user to immediate disqualification. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, that determination shall not affect the remainder of these Official

Rules, which shall be construed in accordance with their terms as if they did not contain the invalid or illegal provision. All decisions of TRMJ related to the Contest are final and binding.

19. Communications & Privacy.

By participating in this Contest, each Choir Member (a) agrees to receive communications regarding the Contest and any future contests, sweepstakes, promotions or events of or relating to TRMJ; and (b) agrees to TRMJ's privacy policy.

20. Sponsor.

This Contest is conducted by TRMJ Entertainment, Dallas Tx

Important Dates

- May 16, 2014 Registration Open
 - May 16, 2014 at 7pm Meeting of all Choir Representative @ Hot 107.3 Jamz Studio 3810 Brookside Drive Tyler, TX 75701.
 - May 31, 2014 Registration Close
 - May 31, 2014 at a designated time , the Choir and all numbers of the choir, show up at Hot 107.3 Jamz Studio dresses ready to perform 1 song. TRMJ will record your performance.
 - June 4, 2014 Fan voting open on Hot 107.3 Jamz web-site.
 - June 11, 2014 Fan voting Close on Hot 107.3 Jamz web-site
 - June 12, 2014 Top Ten winners from Round 1 will be announced on <http://hot1073jamz.com>
 - June 14, 2014 at 7:30 Gospel Fest 2014
Location: Caldwell Auditorium in Tyler Tx
Call Time: 4:30 (All Choirs)
- ❖ **The Choirs will receive 100 tickets and required to sell 50 pre-sale tickets and receive 50 bonus points (votes) in round. Each ticket sold past**
 - ❖ **Sign up as Hot 107.3 Jamz VIP Member Receive a 1 ex point (vote).**