



2018 WFIT Garage Band Contest – Official Rules

1. Sponsor. The 2018 WFIT Garage Band Contest is sponsored by WFIT 89.5 FM, a non-commercial, public radio station licensed by the Federal Communications Commission (FCC) to the Trustees of the Florida Institute of Technology. Florida Institute of Technology is an independent not-for-profit technological university. WFIT is located at 150 W. University Boulevard, Melbourne, FL 32901.

2. No purchase necessary to enter or win, no entry fee. The Contest is a video submission contest offering the opportunity for musicians to compete to win the opportunity: (i) to have an interview with “Soundwaves” show host Todd Kennedy, and to perform the song played in the winning Video, live in WFIT’s performance studio. Interview and performance to be aired at a future date on WFIT 89.5 FM/streaming at www.wfit.org; (ii) to perform at the 2018 WFIT Sonic Waves Music Festival as the opening act; and (iii) record one original song in the WFIT Performance Studio.

By participating in this Contest, each participant agrees to be bound by these Official Rules and to the decisions of the judges selected by the Sponsor, which are final and binding on all matters relating to the Contest. The Contest will operate as described below, on or about the stated dates:

- The Contest submission period begins at 12 a.m. E.S.T. on January 15, 2018, and ends at 11:59 p.m. E.S.T. on March 9, 2018. To be eligible, submissions must be submitted during the Submission Period and in accordance with Section 4 of these Official Rules.
- The Contest judging period begins on March 10, 2018, and ends on or about March 14, 2018. Eligible submissions will be reviewed by a panel of judges selected in the sole discretion of the Sponsor and will be judged in accordance with Section 5 of these Official Rules. One Winner (as described in Section 7 below) will be selected.
- The Sponsor will attempt to contact the Winner, or an alternate if necessary, in accordance with Section 6 of these Official Rules.
- The Winner will be announced on WFIT on March 16, 2018, at 12:00 p.m. (noon) E.S.T.

3. Eligibility. This Contest is open any local “Garage Band”.

As of January 15, 2018, and through March 9, 2018, no Entrant may have a current recording contract or be bound by any obligations to any third party that would conflict with the rights, or interfere with the Sponsor’s exercise of the rights, granted herein in accordance with Section 9 of these Official Rules.

By submitting an entry, each Entrant represents and warrants that there are no limits on the rights of the Entrant to enter this Contest, nor will any Entrant enter into any agreement or assume any obligation that limits the right or ability of that Entrant to participate in the Contest, perform, or grant to Sponsor the specified rights as contemplated by Section 9 of these Official Rules. The Entrant selected as the Winner must be available to perform at the WFIT 2018 Sonic Waves Music Festival in April.

Each Entrant must be the rightful owner of the e-mail address registered with the YouTube account used to log in and upload the Video (as described in Section 4, below). In the event of a dispute as to the identity of the Winner, the Winner will be deemed to be the natural person in whose name the e-mail account that uploaded the Video is registered with YouTube (or the group of which such natural person is a member).

4. How to Enter. Entrant must submit a short video, depicting their performance of a single, original song in a garage. The song must be “original,” as defined by copyright law. Music of any genre will be accepted. The Video must be unique (created for entering this Contest and not previously published or posted online or entered into any other contest). Videos must comply with the following requirements:

- Videos must:
 - feature performance in a garage
 - be the Entrant’s original work (covers will not be accepted);
 - be created specifically for the Contest
 - be a maximum of ten (10) minutes in length;
 - be uploaded to YouTube in any format acceptable to YouTube
 - comply with YouTube terms of service and specifications for user submissions and/or video uploads, located at <http://www.youtube.com/t/terms>, or as may otherwise be posted on YouTube’s website.

- Videos must NOT:
 - contain material that violates or infringes another’s rights, including, but not limited to, material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright or trademark infringement;
 - feature any music not originally written, performed, and produced by Entrant;
 - contain profanity, offensive or violent lyrics or behavior, or profane attire.
 - include third parties, including but not limited to minors, celebrities, and friends who have not expressly authorized Entrant to display their image, likeness, or voice in any submitted Video.

Email the completed Entry Form with the following materials attached and CLEARLY LABELED WITH YOUR BANDS NAME to **wfit@fit.edu** with your band’s name as the email subject:

1. One JPEG of a high-resolution publicity photograph of the entire band together in one shot. No live shots, please. (Label file: Your Band Name – Press Photo.jpg)
2. One Word Doc file with:
 - (a) Your Band’s biography (150 words or less),
 - (b) Song lyrics and the name of the songwriter or songwriters,
 - (c) URL link to your YouTube Video (make sure video is set as publicly viewable)(Label file: Your Band Name – Bio-Song-Video link.doc)

Limit one entry per band. All entries must be received by March 9, 2018. All entry materials (excluding the underlying copyright in such material) become the property of the Sponsor and will not be returned.

To enter, an Entrant must upload an embeddable, publicly viewable Video to YouTube on or after January 15, 2018. Each Entrant will be required to sign-in to YouTube to post a Video; if an Entrant does not already have a YouTube account, Entrant will be required to create one. After uploading a Video, an Entrant must complete the Entry Form available at <http://www.wfit.org> or at the WFIT Broadcast Studio at 150 W. University Boulevard, Melbourne, FL 32901.

Each Entrant must comply with all Video requirements, as detailed herein. Entry is not complete until an Entrant has uploaded the Video to YouTube and submitted the Entry Form with the information described above. An Entrant must completely and accurately submit all required information to enter, and must timely cooperate with all requests for additional information or documents that the Contest judges or Sponsor may request in order to verify eligibility and compliance with these Official Rules.

All Submission Forms must be received during the Submission Period between 12:00 a.m. E.S.T. on January 15, 2018, and 11:59 p.m. E.S.T. on March 9, 2018. The Sponsor's clock is the official timekeeping device for the Contest. The Sponsor is not responsible for late or unsuccessful attempts to enter. An Entrant should be able to provide, within five (5) days of request by the Sponsor or any judges selected by the Sponsor, all appropriate clearances, permissions, and releases for the Video to be made publicly available and used by the Sponsor in any media and for any purpose, including signed releases from the Entrant, the videographer, and any third parties appearing in the Video. Incomplete, corrupted, untimely, or unintelligible Videos or Submission Forms will be disqualified. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, such Entrant's sole remedy is another entry in the Contest to the extent the submission of an additional entry is deemed feasible by the Sponsor in their sole discretion. The Sponsor reserves the right to determine, in their sole discretion, which entries have satisfied the entry requirements.

AN ELIGIBLE ENTRANT MUST SUBMIT AN ENTRY IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.

By entering, each Entrant represents and warrants that such Entrant's entry (and the Sponsor's and their designees' use thereof) does not and will not defame or otherwise violate the rights of any third party, and does not and will not violate any federal, state, or local laws or ordinances. Each Entrant further represents and warrants that such Entrant has secured the requisite consent from any third party referenced or appearing in such Entrant's Video, any other musicians appearing in the Video, and any individual who created the Video. The Sponsor reserves the right, in their sole discretion, to disqualify any entry if the Sponsor or the Contest judges cannot establish that such entry complies with the Video requirements and other terms of these Official Rules. The Sponsor further reserves the right to request that an Entrant re-shoot, edit, or re-submit a Video that the Sponsor believes may violate third-party rights, although the Sponsor has no obligation to make such a request or to notify any Entrant of any potential or suspect infringements or violations of third-party rights. The Sponsor further reserves the right, in their sole discretion, to disqualify any Video they believe is not consistent with the spirit and theme of the Contest.

5. Judging Period / Judging Criteria. The judging period begins on March 10, 2018, and ends on or about March 14, 2018. A panel of judges will then judge the Entrants and select a single Winner based on the following criteria:

Musical Quality and Appeal
Originality
Stage Presence and Charisma

6. Winner Notification and Announcement. The Winner, as determined by the Judges, will be notified by e-mail and/or phone (via the e-mail address/phone listed on the Submission Form) on or about March 15, 2018, and will be required to respond to the notification attempt. Failure to respond timely to the notification may result in forfeiture of participation in the Contest and, in such case, the Sponsor will select an alternate Winner according to the Judges' results. If the Winner is unavailable to perform at the 2018 WFIT Sonic Waves Festival in April, the Winner will be disqualified, and an alternate entry will be selected in its place. The Sponsor reserves the right to extend or modify the winner notification and announcement schedule as the Sponsor deems necessary in their sole discretion.

7. Prizes. The "Winner" will receive the opportunity: (i) to have an interview with "Soundwaves" show host Todd Kennedy, and to perform the song played in the winning Video, live in the WFIT performance studio. Interview and performance to be aired at a future date on WFIT; (ii) to perform at the 2018 WFIT Sonic Waves Music Festival as the opening act; and (iii) record one original song in the WFIT Performance Studio.

Bands are expected to respect all/any equipment supplied for performances at WFIT's performance studio and at the Music Festival.

- The Sponsor may choose to promote the Contest by asking the public to vote for their favorite Video. In such instances, the vote will be for promotional purposes only, and the Video that receives the most votes from such a promotion will not receive any prize or grant of rights from the Sponsor.
- Each Entrant agrees that the Sponsor may share information submitted by Entrant with any person or entity for any purpose relating to the Contest or its promotion.

8. Prize Restrictions. The Prize cannot be transferred or assigned to another person. No prize substitution or changes are allowed except at the discretion of the Sponsor. The Prize cannot be substituted or redeemed for cash.

The Winner is solely responsible for transporting any musical equipment necessary for them to perform. The Sponsor is not responsible for damage or theft of any participant's personal property.

In the event any member of the Winning Band engages in behavior during any of the Performances that (as determined by the Sponsor in their sole discretion) is obnoxious or threatening, illegal, intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or goodwill of the Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, the Sponsor reserves the right to terminate Performances, with no further obligations or compensation whatsoever to the Prize Winner, which may, at the Sponsor's sole discretion, result in the Prize Winner's disqualification from the Contest. In the

event that any member of the Winning Band engages in behavior during any of the Performances that (as determined by the Sponsor in their sole discretion) is illegal, tortious, or subjects the Winner to arrest or detention, the Sponsor will have no obligation to pay any damages, fees, fines, judgments, or other expenses of any kind whatsoever incurred by Winner as a result of such conduct.

In the event that all members of the Winning Band (if a group) who performed in the Video are unable to perform in connection with the Performances contemplated by these Official Rules, the Sponsor reserves the right, in their sole discretion, to (1) disqualify the Winner and cause the Winner to forfeit remaining prizes; (2) cancel the affected Performance without any obligation to provide a substitute performance opportunity or other compensation to the Winner; or (3) allow the Winner to substitute a new eligible performer for the missing group member.

THE SPONSOR WILL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY WINNER'S PERFORMANCES RELATED TO THE PRIZE OR ANY OTHER ASPECT OF THE PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

9. Grant of Rights. In consideration of an Entrant's Video being reviewed and evaluated for this Contest, each Entrant hereby grants to the Sponsor a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete, or display such Video, or any portion thereof, or the musical composition contained therein, in any media now known or hereafter devised and for any purpose, including advertising or promotions, and to use the name, likeness, voice, biographical information, and image of Entrant and any other persons who appear in such Entrant's Video in any media now known or hereafter devised and for any purpose, including advertising or promotion of the Sponsor or any other person or entity at the Sponsor's discretion.

By entering the Contest, each Entrant warrants that the videographer who recorded that Entrant's Video has granted to the Entrant a transferable license to the Video, and that the Entrant transfers to the Sponsor the right to use the Video, or any portion thereof, including the right to make derivative works, in any media for any purpose. Each Entrant also grants to the Sponsor a non-exclusive, perpetual, sub-licensable, worldwide, and royalty-free right to use the musical composition performed in the Video for any purpose, and grants to the Sponsor any synchronization, mechanical, or public performance rights necessary to use the Video in any media and for any purpose. Each Entrant authorizes the Sponsor to utilize, for eternity and in any manner they see fit, the Video, and to make derivative works from such materials.

Each Entrant releases the Sponsor and their assignees and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each Entrant agrees and acknowledges that participation in the Contest, including, without limitation, the Entrant's decision to provide the Entrant's Video to the Sponsor for purposes of the Contest, will not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Sponsor and Entrant, does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's Video, and that the only contracts, express or implied, between the Sponsor and Entrant are as set forth in these Official Rules and the release forms. In addition, by participating in the Contest and submitting a Video, each Entrant hereby

grants permission (except where prohibited by law) for the Sponsor to use Entrant's Video, name, likeness, voice, quotes, comments, biographical information, photograph and/or image, for all members of the Entrant, for the purpose of advertising, trade, or promotion without further notice, permission, compensation, or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

10. Entrant Representations, Warranties, Indemnification, and Release. By entering, each Entrant represents and warrants to the Sponsor that: (i) the music in Entrant's Video is completely the original work of the Entrant and was created solely by the Entrant; (ii) the Video is an original work and is not copied from any other source or previously broadcast or otherwise distributed or disseminated in any media or format, and that the videographer agrees to grant to the Sponsor an unlimited, unrestricted right and license to use the Video for all purposes in all media and as described herein; (iii) the Video is not in the public domain; and (iv) the Video is not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity, or any other rights, of any kind or nature, of any other person or entity. Each Entrant agrees to defend and indemnify the Sponsor for any breach of the above representations.

By submitting an entry, each Entrant agrees to indemnify, defend, release, discharge, and hold harmless the Sponsor, promotional partners, and all others associated with the development and execution of this Contest, and the officers, directors, and employees of each of the foregoing, from any and all claims and liabilities arising from or in connection with participation in this Contest, including, without limitation: (a) claims for injury, loss, or damage of any kind resulting from participation in this Contest and any and all performances or acceptance or use of any prize; and (b) claims based on rights of privacy, rights of publicity, false light, defamation, copyright, and/or trademark infringement relating to the submission or exploitation of the Entrant's Video.

Each Entrant further agrees to release YouTube from any and all liability associated with this Contest or receipt or use of any prizes.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. General Terms and Conditions. The Sponsor reserves the right to terminate, modify, or suspend this Contest due to any of an act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government, governmental instrumentality, or tribunal; strike, lockout, or other labor dispute; inclement weather; the recapture of any time period scheduled for the live broadcast of a program for an event of national importance or emergency; failure of technical facilities; failure of third-party software or services; failure of essential production or technical personnel to appear or be available for production or broadcast; or other cause beyond the Sponsor's control. The Sponsor is not

responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, misdelivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing, or judging of entries.

THE SPONSOR WILL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION, OR FUNCTION OF THIS CONTEST.

THE SPONSOR RESERVES THE RIGHT TO CHANGE ANY TERM OF THESE OFFICIAL RULES OR TO ADDRESS ANY ISSUE THAT ARISES WITH UPDATES OR AMENDMENTS TO THESE OFFICIAL RULES AT ANY TIME UP TO THE DATE THAT A WINNER IS SELECTED.

ALL DECISIONS BY THE SPONSOR AND JUDGES ARE FINAL AND BINDING.

12. Governing Law. This Contest is governed by the internal laws of the state of Florida without regard to principles of conflict of laws. All cases and claims pertaining to this Contest must be brought in a court of competent jurisdiction in the state of Florida.

13. Privacy Policy. By entering the Contest, each Entrant grants the Sponsor permission to share that Entrant's e-mail address and any other personally identifiable information of the Entrant with YouTube solely for the purposes of administering the Contest and prize fulfillment. The Sponsor will not sell, rent, transfer, or otherwise disclose an Entrant's personal data to any third party other than as described above herein or in the Sponsors' privacy policies.

14. Official Rules and Winner Results visit <http://www.wfit.org>.

This Contest is in no way sponsored, endorsed or administered by, or associated with YouTube. Any questions, comments or complaints regarding this Contest should be directed to the Sponsor and not to YouTube.