SPIRITSONG TALENT COMPETITION 2015
OFFICIAL RULES

NO PURCHASE IS NECESSARY. NO PURCHASE IS NECESSARY TO ENTER OR WIN AND WILL NOT INCREASE YOUR CHANCES OF WINNING. PROMOTION IS OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO MEET THE ELIGIBILITY REQUIREMENTS IN SECTION 1, BELOW (each entrant, a “PARTICIPANT”). THIS PROMOTION IS VOID WHERE PROHIBITED BY LAW. PARTICIPATION IN THE SPIRITSONG TALENT COMPETITION 2015 CONSTITUTES PARTICIPANT’S ACCEPTANCE OF, AND FULL AND UNCONDITIONAL AGREEMENT TO, THESE OFFICIAL RULES AND SPONSOR’S DECISIONS, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SPIRITSONG TALENT COMPETITION 2015.

1. No Purchase Necessary/Eligibility. NO PURCHASE NECESSARY TO WIN. Void where prohibited. The SpiritSong Talent Competition 2015 (“Promotion”) is limited to performances of Christian heavy metal, Christian rock, Christian rap, and similar contemporary Christian music. The Promotion is open only to legal residents of the fifty (50) United States age 16 or older at time of entry who regularly reside within a two hundred (200) mile radius of the Kings Island amusement park in Kings Island, Ohio. Full-time and part-time employees, officers, directors and representatives of Premier Festivals, LLC (“Sponsor”), and its parent companies, subsidiaries, corporate affiliates, distributors, advertising and promotion agencies, prize suppliers, and entities engaged in the design and implementation of the Promotion (collectively, “Promotion Entities”) and the immediate family members, IRS dependents, and members of the same household of such individuals are not eligible. “Immediate family” means parents, children, sisters, brothers and spouse and their respective spouses, regardless of where they reside.

2. Promotion Period. The Promotion begins on March 2, 2015 at 10:00:00 am EST and ends on April 28, 2015 at 11:59:59 am EST (“Promotion Period”).

3. How To Enter. During the Promotion Period, the Promotion may be entered by going to SpiritSongFest.com, clicking on the Festival banner and then clicking on the Contest entry banner, and then following the submission guidelines. Additionally, links to the Promotion will be located on the SpiritSong website, on Premier Production, Inc.’s website, and on Sponsor’s Facebook page. Participant must complete and submit the entry form for receipt by 11:59:59 am EST on April 28, 2015.

Limit of one (1) entry per contestant (e.g., band, duet, solo artist) regularly residing within a two hundred (200) mile radius of the festival location. Any form or attempted method of entry other than that described herein is void. Any attempt by any Participant to obtain more than one entry by using multiple/different addresses (email or otherwise), identities or otherwise determined to be fraudulent by Sponsor will be void, and the Participant making such an entry or entries will be disqualified from the Promotion and, in Sponsor’s sole discretion, banned from participation in any future contest or promotion administered by Sponsor.
4. **Odds.** The odds of winning will depend upon the total number of eligible entries received.

5. **Determination of a Winner.** All Contest Participants will be voted on by the general public by going to the website SpiritSongFest.com and clicking on the Contest banner and then clicking where indicated in order to vote, limited to one (1) vote per person per twenty-four (24) hour period. The Winner will be selected by employees and designees of Sponsor qualified to evaluate and judge the entries on or around May 19, 2015 from among the top five (5) Contest Participants which have the most votes on the SpiritSongFest.com website as of May 12, 2015. **THE POTENTIAL WINNER MUST RESPOND WITHIN FIVE (5) DAYS OF RECEIVING NOTIFICATION FROM SPONSOR, OR SPONSOR, AT ITS ELECTION, MAY SELECT ANOTHER WINNER AMONG THE ELIGIBLE PARTICIPANTS.**

Participants will be judged on the following criteria: originality, creativity, style, vocal ability, commercial appeal and musicianship. Ties will be broken by a sub-panel of the Judges and will be determined based upon the Participant’s skill and criteria mentioned in this section.

Potential winners must comply with all terms and conditions of these Official Rules, and all winnings are contingent upon fulfilling all requirements. The Sponsor shall be the sole arbiter in all matters relating to the Promotion and in the interpretation of the Official Rules, and all decisions of the Sponsor shall be final. Entry in the Promotion constitutes agreement by Participants to abide by these rules, as well as any other rules established by the Sponsor.

6. **Grand Prize (1)/Approximate Retail Values.** One (1) Grand Prize (“Prize”) will be awarded. The Winner will be the opening musical act at SpiritSong 2015 taking place at Kings Island amusement park in Kings Island, Ohio on June 25, 2015 (the “Festival”). The Prize also includes one (1) catered meal, as well as the waiver of the standard merchandise fee, so that Winner will be allowed to retain 100% of Winner’s merchandise sales. All expenses not specifically included in the Prize as described in these Official Rules are hereby excluded, including, but not limited to, travel and lodging expenses, and any additional food, beverages, and transportation.

Approximate retail value of the Prize is Five Hundred Dollars ($500). The Winner agrees that the Prize will not be transferred, sold, nor used in any other manner in direct promotion of a business.

7. **Notification.** The potential Winner will be notified by e-mail, or telephone within seven (7) calendar days following the selection of Winner and the Winner will be required to complete, sign and return a notarized affidavit of eligibility, a liability release and where legally permitted, a publicity release in accordance with the provisions of Paragraph 10 of these Rules.

The potential Winner must accept or decline the Prize within five (5) days following official notification that his or her name has been selected. Failure to respond within such five (5) day period permits Sponsor to conclusively presume that such potential Winner has declined the Prize and another potential Winner will be selected in accordance with these Rules.
8. **Prize Limitations.** There shall be no cash or other Prize substitution, in whole or in part, except by Sponsor, in its sole discretion, for any reason and only then for a prize of comparable or greater value. The Prize may not be sold, transferred or exchanged. **ALL APPLICABLE TAXES ON THE PRIZE AND ANY EXPENSES RELATED TO THE ACCEPTANCE AND USE OF THE PRIZE AND NOT SPECIFIED IN THESE OFFICIAL RULES ARE THE SOLE RESPONSIBILITY OF THE WINNER.** The valuation of the Prize stated above is based on reasonably available information provided to the Sponsor. The value of the prize awarded to the Winner may be reported for tax purposes as required by law. The Winner is solely responsible for reporting and paying any and all applicable taxes (including income and withholding taxes).

9. **Prize Restrictions.** Sponsor is not responsible for cancellation or schedule changes of the Prize due to causes beyond its control.

10. **Winner Release Forms.** Winner must execute, notarize and return within five (5) days of Sponsor sending to Winner a liability release, a publicity release (where legal), and any other documentation that Sponsor requires. Except where prohibited by law, the Winner’s acceptance of Prize is permission for Sponsor to use the Winner’s name, band name, entry, photo, likeness, biographical information, statements, voice, music and address (city and state only) for advertising/publicity purposes worldwide and in all media, without further compensation. Subject to any other restrictions, including those set forth above, if a Winner is under 19 in AL or NE or under 21 in CO, MS, PA or WV, or under 18 in any other state, his or her legal guardian must also sign the applicable releases and documentation.

Failure by the Winner to return the completed documents by the time specified by the Sponsor for any reason or the return of a prize notification as undeliverable may, in Sponsor’s sole discretion, cause the Prize to be forfeited or if a potential Winner is found to be ineligible, does not comply with the Official Rules or cannot or will not accept the Prize, his or her entry will be deemed ineligible, and Sponsor may elect, in its sole discretion, to select another winner without consideration of the disqualified or forfeited entry. Upon Prize forfeiture, no compensation will be given. Sponsor is not responsible for any delay in Prize delivery.

11. **General Conditions.** Except where prohibited by law, by participating, Participants agree: (a) to be bound by these Official Rules and the decisions of the Sponsor shall be final and binding in all respects in matters relating to the Promotion; (b) to release, discharge and hold harmless each of the Promotion Entities (including without limitation, Sponsor) and SpiritSong from and against any and all liability, injuries, losses, damages, rights, claims and actions of any kind, including without limitation, personal injury and/or death or property damage, sustained in connection with his/her participation in this Promotion, or from his/her receipt, possession, acceptance and/or use or misuse of the Prize (including any travel/activity related thereto), or for any typographical or other error in the printing, offering, administration or announcement of the Prize; (c) that the foregoing Promotion Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guaranty, expressed or implied, in fact or in law, relating to the Prize; and (d) except where prohibited by law, entry constitutes permission for Sponsor and/or any party authorized by them to use the Winner’s name, band name, hometown, state, biographical information, likeness, photograph, voice, opinions and statements
regarding this Promotion in all media without review for editorial, public relations, promotional and advertising purposes along with granting the Prize as stipulated herein, all without compensation (except where prohibited by law) and, upon request, to provide such consent in writing. Promotion Entities are not responsible for multiple entries entered by other than human means or other mechanical means, or for entries that are destroyed or are incomplete.

12. **Disqualification.** Without limitation, an entry may be disqualified, at Sponsor’s sole discretion, in addition as otherwise provided for in these Official Rules, if the Participant fails to meet the entry requirements or violates or fails to comply with the terms of these Official Rules. It is specifically understood that Sponsor, at its election, may disqualify a band, duo, etc. (“Group”) if membership of the Group that will perform at SpiritSong 2015 is not the same as embodied on the performance medium submitted for contest entry. Should disqualification occur, Sponsor may choose another Winner among all eligible contestants.

13. **Liability Limitations.**

   (a) All entries become the property of Sponsor and will not be acknowledged. Entries may be used for marketing purposes by Sponsor, including, without limitation, the use by Sponsor of personal and aggregated information collected in connection with the Promotion to notify Participants about promotional offers or opportunities, the sale and/or supply of the information to affiliates, consultants, and any other parties who perform services on Sponsor’s behalf, and the release of information in response to subpoena, and/or in the event that Sponsor believes it is necessary, in its sole discretion, to prohibit unlawful acts or acts that may endanger the health and safety of another. YOU AGREE TO BE CONTACTED BY SPONSOR FOR PROMOTIONAL PURPOSES.

   (b) Neither Sponsor nor the Promotion Entities are responsible for and shall not be liable for: (i) printing, typographical or any other errors in any Promotion-related materials and, if there is any inconsistency between Promotion-related materials and these Official Rules, these Official Rules shall govern and control; (ii) electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error that may occur and prevent or impair successful entry or processing of entries; (c) failed, incomplete, garbled or delayed computer transmissions; (iv) lost, late, misdirected, mutilated, stolen, incomplete, incorrect, ineligible illegible entries, returned entries or mail or postage due mail; or (v) any other factor or condition beyond the Sponsor’s reasonable control that may cause the Promotion to be disrupted, corrupted, or otherwise impaired. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion or any portion thereof should there be any causes that may corrupt the administration, security, integrity or proper play of the Promotion. Sponsor reserves the right to void any entries determined by them, in their sole discretion, that have been submitted fraudulently in contravention of the Official Rules. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH
PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. The Promotion is subject to these Official Rules and all applicable federal, state and local laws.

(c) The Prize is awarded "as is" and without any warranty of any kind, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, and all such warranties are hereby disclaimed.

14. Release. By receipt of a prize, Winner agrees to release and hold harmless the Sponsor, SpiritSong, Sponsor’s promotional partners, each of their respective parents, subsidiaries, affiliates and related companies, and each of its officers, directors, employees and agents (collectively, the “Released Parties”) from and against any losses, damages, rights, claim or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Promotion or resulting directly or indirectly, from acceptance, possession, use or misuse of any prize awarded in connection with the Promotion, including, without limitation, personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

15. Jurisdiction/Disputes. The Promotion is subject to these Official Rules and all applicable federal, state and local laws. The Promotion shall be governed by laws of the State of North Carolina without regard to choice of law or conflict of law principles; and any dispute arising out of or connected in any way with the Promotion shall be brought only in a federal or state court in Guilford County in said state and Participants waive all objections to such jurisdiction and venue.

16. Winners List/Official Rules. For a list of Winner(s), mail a self-addressed first class stamped envelope after May 26, 2015 but before June 27, 2015 for receipt by such date to Sponsor at Sponsor’s address listed below. For a copy of the Official Rules mail a self-addressed first class stamped to the Sponsor’s address listed below for receipt by April 20, 2015. Vermont residents may omit return postage for Official Rules only.

Sponsor: Premier Festivals, LLC: 709 Westchester Drive, Suite 202, High Point, North Carolina 27262.