



# **“RockKIN the Peace”**

## **Original Music Search**

### **RULES AND REGULATIONS**



1. The name of the contest is **“RockKIN the Peace” Original Music Search** (the “Contest”).
2. The Contest is organized by The Kin Club of Fort St. John, a non-profit society registered in the Province of British Columbia (the “Organizer”).
3. The sponsors of the Contest are 100.1 Moose FM, Peace FM, Q99, The Bear, 890 CJDC and Energy FM (the “Sponsors”) and additional sponsors may be included in the Contest at the sole discretion of the Organizer.
4. The purpose of the Contest is to raise money for the Organizer to be distributed for charitable purposes in accordance with the Organizer’s mission statement, *“Serving the Community’s Greatest Need”* and at the sole discretion of the Organizer.
5. The Contest is open to persons, or groups of persons, 16 years of age or older, who are Canadian citizens residing in the Peace Region of British Columbia and Alberta (the “Competitor”).
6. The Competitor is required to tender to the Organizer:
  - a) One copy of original recorded music on CD or Mp3, consisting of up to three songs to be judged for entry into the competition (the “Songs”).
  - b) One clearly labeled, type-written lyric sheet for each song
  - c) One group/personal photograph: colour or black and white.
  - d) One group/personal biography: 200 to 500 words highlighting influences and past achievements.
  - e) Completed Competitor’s Release Form.
  - f) Completed Entry Form (the “Entry”).
7. All Songs submitted in an Entry must be the sole, original and exclusive work of the Competitor. The Competitor will protect and render the Organizer and the Sponsors harmless from any claim that may be made by any person other than the Competitor against the intellectual property of any Song submitted.
8. Each Entry will be screened by the Organizer and the Sponsors for broadcast suitability, compliance with applicable laws and regulations governing radio airplay, and consistency with the contest radio Sponsors’ station format.

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9. In consideration for the chance to win the Contest, the Competitor grants the Organizer and the Sponsors the right to use the Songs as the Organizer and the Sponsors see fit and at their sole discretion, without reservation or further claim by the Competitor for compensation, and particularly for the purpose of allowing the Organizer and the Sponsors to broadcast the Songs on our radio Sponsors' stations and / or affiliates' stations and to publish the Songs in Compact Disk format (the "Contest CD") and to record the Competitor's performance at the Contest (onstage or otherwise) by means of video recording (the "Contest DVD") for distribution or sale to the public at large.
10. All decisions with regard to the acceptance or rejection of any Entry in the Contest, and to the procedure governing the judging of Songs and the awarding of any and all prizes to a Competitor, will be made exclusively by the Organizer and the Sponsors. The judgment of Songs for artistic merit at any stage of the Contest will be the sole responsibility of a panel of judges to be selected by the Organizer and the Sponsors. Any decision made by the panel of judges regarding the artistic merit of the Songs or selection of the winning Entry is not reviewable by the Competitor.
11. The Competitor grants the Organizer, the Sponsors and their respective advertising and promotional agencies (the "Releasees") the right to publish the Competitor's name, picture or likeness in any medium the Organizer and the Sponsors see fit, and at their sole discretion.
12. Any and all net proceeds of the distribution or sale of the Contest CD, Contest DVD or any other promotional material, are the property of the Organizer, free of any claim at law or in equity by the Competitor. The Organizer and the Sponsors agree that the Competitor continues to retain full legal rights and interest in the Songs.
13. The Complete Entry Package must be received at an office of one of our Fort St. John contest radio sponsor or online at [www.RockINthePeace.com](http://www.RockINthePeace.com) no later than **5:00 pm February 17, 2012**. Entry Forms are available at [www.RockINthePeace.com](http://www.RockINthePeace.com).
14. The Organizer and the Sponsors intend the panel of judges to have selected Songs for the Contest semi-finals before **February 24, 2012**. The Contest semi-finals shall be held at such times and places as may be determined at the sole discretion of the Organizer and the Sponsors, and are intended to be live performances by the qualifying Competitors (the "Semi-finals"). The winner of the Semi-finals shall be deemed the Contest winner and shall receive a grand prize as determined at the sole discretion of the Organizer and the Sponsors (the Grand Prize"). In order to win the Grand Prize, the Competitor must participate at the Semi-finals.

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15. The Grand Prize must be accepted as awarded. No portion of the Grand Prize is transferable. The Grand Prize is not redeemable for cash and no substitute for any portion of the prize is offered. Should the Grand Prize winner be unable to claim the Grand Prize as awarded, his or her entry will be forfeited and another eligible contestant will be selected. By submitting an Entry, the Competitor expressly releases the Organizer and the Sponsors from any claim or liability for breach of contract, negligence or otherwise, that may arise from any representations set out herein including, but not limited to, the Grand Prize.
16. Any and all expenses relating to and associated with accepting the Grand Prize shall be the sole responsibility of the Grand Prize winner; the Releasees shall in no way be held accountable for any costs and expenses whatsoever in relation thereto, and the Grand Prize winner shall not seek reimbursement for any such costs from the Releasees.
17. The Organizer and the Sponsors reserve the right to substitute the Grand Prize or any component thereof, for one of approximately the same value and reserve the right to change the Contest rules and regulations or terminate or withdraw the Contest at any time, without prior notice to the Competitor.
18. All entries shall become the property of the Organizer. The Releasees assume no responsibility for lost or stolen or destroyed or otherwise indecipherable entries due to or any failure or technical malfunction of the telephone network or lines computer on-line systems, servers, access providers, computer equipment, software, poor reception, technical problems, failure of any email or submission or due to any other reason regardless of cause made during the Contest.
19. The Contest is subject to all federal, provincial and municipal laws and regulations that may be applicable.
20. By submitting an Entry, the Competitor (or the parent or legal guardian of a Competitor under the age of 19 years), expressly releases the Releasees from any and all liability arising in connection with participation in the Contest, including but not necessarily limited to the Semi-finals, and the winning of the Grand Prize, including, without limitation, any financial, legal or moral responsibility or loss or personal injury including death or damage to or loss of property suffered or incurred or arising from participating in the Contest, whether suffered by the Competitor or his or her heirs, administrators, personal representatives or executors and notwithstanding that such injuries or losses may have been caused solely or partly by any act, omission or negligence of the Releasees.
21. The Competitor expressly warrants that the above rules and regulations have been read and are fully understood by the Competitor (or the parent or legal guardian of a Competitor under the age of 19 years), and that the Competitor is under no legal disability.

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