

Paulding's Next Star OFFICIAL RULES AND REGULATIONS

"Paulding's Next Star" (PNS) is sponsored Paulding Education Foundation ("Sponsor"). This Contest is governed by these official rules ("Official Rules"). By participating in the Contest, each entrant agrees to abide by these Official Rules, including all eligibility requirements, and understands that the results of the Contest, as determined by Sponsor and its agents, are final in all respects. The Contest is subject to all federal, state and local laws and regulations and is void where prohibited by law. This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. Any questions, comments or complaints regarding the Contest will be directed to the Sponsor, not Facebook.

ELIGIBILITY

The Contest is open to any legal residents of Paulding County, Georgia, and are eleven (11) years of age or older as of August 1, 2019. Sponsor has the right to verify the eligibility of each entrant. Employees, agents, or representatives of Paulding Education Foundation, and any member of their household or family are ineligible to win.

CONTEST PERIOD

Video entries (submissions) for Contest open on August 1, 2019 at 12:01 AM EDT and must be received on or before August 23, 2019 at 11:59 PM EDT. All video submissions will be available for voting, to determine the "popular vote" of the top entry from each category based on the largest number of Facebook "likes," on August 24 - 30, 2019. The "judges pick" for the top ten contestants will take place during the same time frame as the "popular vote." Sponsor reserves

the right to extend or shorten the Contest in its sole discretion.

HOW TO ENTER

You enter the Contest through the Sponsor website by supplying the required information on the entry form. It will be important to <u>select the category</u> for which you prefer to be judged—Scholastic performer or Emerging Professional performer. Upon completion of entry, you will receive an email providing the link needed to submit your headshot, song submission and a short personal bio. A non-refundable \$30 entry fee will be charged for entries received after Aug. 23, 2019. The link to the 60-second song audition can be created through YouTube, Vimeo or Vine. You will also need to submit a high-resolution headshot photo of yourself for contestant marketing purpose.

WINNER SELECTION

All eligible entries received during the Contest Entry Period will be posted through the end of the Contest Period, allowing Sponsor Facebook fans to vote on their favorite audition. Two contestants will be selected by popular vote on Facebook, one from each bracket (Scholastic performer or Emerging Professional performer), allowing them to advance to the live performance. Ten contestants will be selected by PNS judges and Sponsor based on talent, quality and type of video submission. All selected applicants will advance to the TOP 12, live performance round, and will be notified by phone by September 1, 2019. If an advancing contestant cannot be reached by the Sponsor within two (2) days by phone, the Sponsor has the right to select the next eligible contestant. Upon the request of the Sponsor, the potential winner may be required to return an Affidavit of Eligibility, Release and Prize Acceptance Form and IRS W-9 form. If a potential winner fails to comply with these Official Rules, that potential winner will be disqualified.

PRIZES

Prizes will be awarded based on the category selected upon submission. The Scholastic Performer category Grand Prize winner will win a combined grand prize of \$ (to be determined by school) at one of several post-secondary schools, while the Emerging Professional value of the grand prize will be no less than \$500 value. Terms and conditions may apply. Incidental expenses and all other costs and expenses which are not specifically listed as part of a prize in these Official Rules and which may be associated with the award, acceptance, receipt and use of all or any portion of the awarded prize are solely the responsibility of the respective prize winner. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE, IF ANY, ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

ADDITIONAL LIMITATIONS

Prize is non-transferable. No substitution or cash equivalent of prizes is permitted. Sponsor and its agents and representatives are not responsible for any typographical or other errors in the offer or administration of the Contest, including, but not limited to, errors in any printing or posting of these Official Rules, the selection and announcement of any winner, or the distribution of any prize. Any attempt to damage the content or operation of this Contest is unlawful and subject to possible legal action by Sponsor. Sponsor reserves the right to terminate, suspend or amend the Contest, without notice, and for any reason, including, without limitation, if Sponsor determines that the Contest cannot be conducted as planned or should a virus, bug, tampering or unauthorized intervention, technical failure or other cause beyond Sponsor's control, corrupt the administration, security, fairness, integrity or proper play of the Contest. In the event any tampering or unauthorized intervention may have occurred, Sponsor reserves the right to void suspect entries. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives, and any telephone network or service providers, are not responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any website or online service or any other error, human or otherwise.

INDEMNIFICATION AND LIMITATION OF LIABILITY

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS SPONSOR AND ITS AFFILIATE AND SUBSIDIARY COMPANIES, THE FACEBOOK PLATFORM, ADMINISTRATOR, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S PARTICIPATION IN THE CONTEST AND THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE THAT MAY BE WON. SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE. SPONSOR AND ITS SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.

PUBLICITY

By participating, each entrant grants Sponsor all copyright, promotional use and other rights in and to the entry, and all communications with or to Sponsor, including, without limitation, the permission to use entrant's name, likeness and comments for publicity purposes without payment of consideration, except where prohibited by law.

AUDIO AND VIDEO QUALITY

While we do not expect professional quality audio and video, after hearing hundreds of video auditions for the competition, we have observed that those videos with notably poor video and audio quality make a less than good impression and could impact the judges decision. On some entries the audio is so distorted that it is impossible to get a good impression of the singer's voice. We urge you to do the best you can. Take acoustics and the placement of microphones into account. Please test the recording set up before recording your video. A video audition sung in a small room with dead acoustics will generally make a less flattering vocal impression than a video audition recorded in a room with more sympathetic acoustics.

NOTICE OF CONSENT

By entering this contest, Paulding's Next Star, you authorize Paulding Education Foundation (PEF) to use your likeness and statements in any manner without compensation. For example, PEF may, among other things, post images and recordings of persons entered in this contest on PEF's website (*pauldingeducationfoundation.com*), social media, YouTube, in local newspapers, newsletters, magazines, billboards and the like. While on Paulding County property in attendance for this contest, you (and others in attendance with you) may be photographed and audio or video recorded. If you do not agree with these conditions, you must provide written refusal to these terms upon registration of the contest.

CONTEST SPONSORS

Paulding Education

This Contest is sponsored by: Paulding Education Foundation

3236 Atlanta Hwy. Dallas, GA 30132

Any questions regarding this Contest should be directed to pauldingeducationfoundation@gmail.com.