

## AMENDED

### **OFFICIAL WHO'S NEXT: DESTINATION SUMMER JAM PERFORMER AND CURATOR RULES**

Emmis Radio, LLC d/b/a WQHT HOT 97 ("HOT 97" or "Emmis") is giving HOT 97 followers a chance to win the opportunity to perform at or win tickets to HOT 97's Summer Jam 2018 in the **Who's Next: Destination Summer Jam Performer and Curator Contest** (the "Contest"). This Contest is governed by these Rules, as well as by Emmis' Official General Contest Rules ("General Rules"). In the event there is a discrepancy or inconsistency between these Rules and the General Rules, these Rules shall govern. Any individual who enters, attempts to enter or in any way participates or attempts to participate in the Contest ("Participant") agrees to be bound by the terms and conditions provided in these Rules and to the extent applicable the General Rules, as well as by all interpretations of these Rules by Emmis and by all other decisions of Emmis which are final and binding in all matters relating to the Contest.

#### **APPLICABLE LAW (VOID WHERE PROHIBITED):**

All Contests are subject to and governed by applicable federal, state and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

#### **CONTEST SPONSORS:**

The sponsor of the contest is Emmis (the "Sponsor").

#### **CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:**

Sponsor reserves the right to cancel, terminate, modify or suspend the Contest if it is not capable of being completed as planned for any reason, including, but not limited to, infection by computer virus, "bugs", tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of any such Contest. The decision of any Sponsor to cancel, terminate, modify or suspend any Contest shall be final in all respects.

#### **ELIGIBILITY:**

**Geographical, Age and Parental Consent Requirements:** The Contest is open to legal United States residents of the continental United States. Participants must be at least **twenty-one (21)** years of age or older at time of entry in order to participate in the music curation portion of the Contest. Participants must be at least **eighteen (18)** years of age or older at the time of entry in order to participate in the music submission portion of the Contest.

If Participant in the music submission portion of the Contest has not reached the age of majority in the jurisdiction in which the Participant resides, but is at least **eighteen (18)** years of age at the time of entry, they must obtain permission from their parent or legal guardian prior to entering the music submission portion of the Contest. Sponsors reserve the right to refuse to award a prize to or on behalf of a minor.

**Contest Entity and Immediate Family Member Ineligibility:** The officers, directors, employees, contractors, and agents of Emmis, Emmis Communications Corporation, Emmis Operating Company, any other Sponsor(s) and any entity involved in the sponsorship, development, production, implementation and distribution of any Contest as well as their respective parents, affiliates, divisions, subsidiaries and successor companies (collectively the “Contest Entities”), and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in any Contest and do not qualify as Participants. “Immediate family members” shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws”, or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

**Past Prize Winners:** Participants who have won an Emmis Contest in the last thirty (30) days or who have won prizes valued over \$600 in the last twelve (12) months or who have previously won a Hot97 Who’s Next Performer and Curator contest are ineligible.

**Employer Restrictions:** Participant is solely responsible for reviewing and understanding Participant’s employer’s policies regarding Participant’s eligibility to participate in contests. Participant may be disqualified from entering into this Contest or receiving prizes if Participant is participating in this Contest in violation of his or her employer’s policies.

## **HOW TO ENTER:**

The Contest begins on **Friday, March 16<sup>th</sup>, 2018** at approximately **8:00PM ET** and ends on **June 4, 2018** at approximately **11:59PM ET**. Eligible Participants can enter in the following different ways:

### **Via Facebook Messenger**

**Part 1 – The Leaderboard:** From **March 16<sup>th</sup>, 2018** at approximately **8:00PM ET** through **March 30<sup>th</sup>, 2018** at approximately **7:59PM ET**, eligible Participants can go to Facebook Messenger to access the Contest. Once inside Facebook Messenger, Participants can type “Hot 97” to get to Hot 97’s Facebook Messenger page. Participants who want to enter the Contest should click the “**Get Started**” button. Participants can then select a button to either “**Rate Music**” or “**Submit Music.**”

**1. To Submit Music:** Participants who click “**Submit Music**” must follow the prompts to submit a link to a Youtube video or a Soundcloud track containing Participant’s

original music (the “Submission”). A fee of twenty dollars (\$20) made through a PayPal account is required to complete the upload of the Submission. Following payment, eligible Submissions, distributed on a random basis, will be available to be rated by Hot97 Facebook Messenger followers who choose to “**Rate Music.**” The top ten (10) rated artists by March 30<sup>th</sup>, 2018 at 7:59PM ET will make up the Who’s Next: Destination Summer Jam **Feedback** Leaderboard positions #1-10. Artists ranked in positions #11-20 will make up the Who’s Next Destination Summer Jam **Challenger** Leaderboard. The Feedback Leaderboard, (positions #1-10) will be made of artists ranked by the highest percentage of fire ratings from curator ratings. The Challenger Leaderboard (positions #11-20) will be made up of artist Challenge winners ranked by points they earned from challenging the artist in the #1 leaderboard position.

**2. To Rate Music:** Participants who click “**Rate Music**” will be able to rate Submissions by selecting an emoji (fire emoji, thinking face “okay” emoji, or trash can emoji) that best expresses the Participant’s reaction to that Submission.

**Part 2 – Submit Music & The Challenges:** From **Friday, March 30<sup>th</sup>, 2018** at approximately **8:00PM ET** through **Friday, May 18<sup>th</sup>, 2018** at approximately **11:59PM ET**, eligible Participants can go to Facebook Messenger to access the Contest. Once inside Facebook Messenger, Participants can type “Hot 97” to get to Hot 97’s Facebook Messenger page. During this timeframe, Participants who fall below the top 10 on the Feedback Leaderboard will have the opportunity to directly challenge the artist in the #1 position on the Feedback Leaderboard. Artists who want to enter the Contest should click the “**Get Started**” button. Participants can then select a button to either “**Rate Music**”, “**Submit Music**”, or “**Challenge For A Spot**”.

**1. To Submit Music and/or Challenge For A Spot:** Beginning March 30<sup>th</sup>, 2018 at approximately 8:00PM ET the Feedback and Challenger Leaderboards will be posted. New Participants will be able to submit music for spots number one (1) through ten (10) through the regular submission process. Participants who click “**Submit Music**” must follow the prompts to submit a link to a Youtube video or Soundcloud track containing Participant’s original music (the “Submission”). A fee of twenty dollars (\$20) made through a PayPal account is required to complete the upload of the Submission. Following payment, eligible Submissions, distributed on a random basis, will be available to be rated by Hot97 Facebook Messenger followers who choose to “**Rate Music.**” Participants who submit and do not make the Feedback Leaderboard, will be able to challenge the #1 spot holder of the Feedback Leaderboard by clicking “**Challenge For A Spot**” and follow the prompts to submit a link to a Youtube video or Soundcloud track containing Participant’s original music (the “Submission”). A fee of ten dollars (\$10) made through a PayPal account is required to “**Challenge For A Spot**”. Following payment, eligible Challengers, distributed on a random basis, will be available to be rated by Hot97 Facebook Messenger followers who choose to “**Rate Music.**” The number one (1) track from the Feedback Leaderboard and the challenger’s track will be presented side-by-side to curators to listen and choose which one is better. After at least 300 curators have cast a vote, the bot will notify the challenger if they have won that specific music challenge. If the challenger wins that challenge, the challenger will be entered into

the Challenger Leaderboard (positions 11-20), ranked by how many points he or she reigned victorious over the #1 artist from the Feedback Leaderboard.

On or around **May 19<sup>th</sup>, 2018** one (1) finalist will be chosen from the top ten (10) members of the Feedback Leaderboard and the top ten (10) members of the Challenger Leaderboard by a panel of judges made up of three (3) members of HOT 97 management based upon the following Submission criteria: lyrics, production and flow. In the unlikely event of a tie on any leaderboard for the tenth (10<sup>th</sup>) position on that leaderboard, all Participants involved in the tie for tenth (10<sup>th</sup>) position will move on to the panel judging Contest phase. In the unlikely event of a tie following panel judging, the Participant with the highest Leaderboard position going into the panel judging phase will become the finalist. In the unlikely event of both a tie following panel judging and a tie for Leaderboard position going into the panel judging phase, the Participant that first submitted a Submission during this Contest will be deemed the finalist. Sponsor is the sole and official timekeeper for the Contest. Following the panel judging, the one (1) selected finalist will be announced on-air on **Friday, May 25<sup>th</sup>, 2018** at approximately **9:00PM ET**. This one (1) finalist will join the six (6) other monthly Who's Next Chatbot winners from November 2017 through April 2018 to compete at the Who's Next: Destination Summer Jam Finale event on **June 4<sup>th</sup>, 2018 held at SOB's (Sounds of Brazil) located at 204 Varick Street, New York, NY 10014** (the "Destination Finale"). One (1) grand prize winner selected at the Destination Finale will win the opportunity to perform on the Festival Village Stage at Summer Jam at MetLife Stadium on **June 10<sup>th</sup>, 2018**.

**2. To Rate Music:** Participants who click "**Rate Music**" will be able to rate Challenge Submissions by selecting an emoji (fire emoji, thinking face "okay" emoji, or trash can emoji) that best expresses the Participant's reaction to that Submission. A track from the Feedback Leaderboard and the challenger's track are sent side-by-side to curators to listen and choose which one is better. After at least 300 curators have cast a vote for the individual Submission, the bot notifies the challenger if they have won that specific music challenge. If the challenger has won, he or she enters the Challenger Leaderboard, ranked by how many points he or she reigned victorious over the #1 artist from the Feedback Leaderboard.

**Part 3 – The Destination Finale Performance: On Monday, June 4<sup>th</sup>, 2018 the one (1) selected finalist from this Contest will join six (6) other monthly Who's Next Chatbot winners to each perform one (1) original song at the Destination Finale, which will be streamed live on Hot97.com or otherwise in Sponsor's sole discretion. One (1) grand prize winner will be determined at the Destination Finale through a combined score ("Overall Combined Score") made up of (a) audience vote via the Hot97 Facebook messenger app, and (b) the combined score of an on-site panel of four (4) judges.**

**The Overall Combined Score at the Destination Finale is determined as follows. The maximum Overall Combined Score that could be earned by a finalist at the Destination Finale is three hundred sixty (360) points. Two hundred (200) of**

**those points can be earned by audience vote and the remaining one hundred sixty (160) points can be earned by the combined score of an on-site judging panel.**

**Audience Voting Via the Hot97 Facebook Messenger App at Destination Finale**

**Audience voting for the Destination Finale performances will close approximately fifteen (15) minutes after the conclusion of the final performance at the Destination Finale. By popular vote through the audience voting feature of the Hot97 Facebook Messenger App, the following audience voting points will be earned by the finalists based on audience rank:**

<b><u>Audience Vote Fire Ranking</u></b>	<b><u>Points</u></b>
<b><u>Rank #1</u></b>	<b><u>200</u></b>
<b><u>Rank #2</u></b>	<b><u>175</u></b>
<b><u>Rank #3</u></b>	<b><u>150</u></b>
<b><u>Rank #4</u></b>	<b><u>125</u></b>
<b><u>Rank #5</u></b>	<b><u>100</u></b>
<b><u>Rank #6</u></b>	<b><u>75</u></b>
<b><u>Rank #7</u></b>	<b><u>50</u></b>

**On-Site Judging Panel at Destination Finale**

**There will be a panel of four (4) judges on-site at the Destination Finale who are members of the HOT 97 management team and/or the Hot 97 programming team. The judges will vote on the finalist performances based on the following four (4) criteria categories: stage presence, song quality, flow, and appearance. Each judge can award a finalist a maximum of ten (10) points per criteria category, for a total maximum score of forty (40) points awarded by each judge for each finalist. The judges' scores for each finalist will then be totaled, for a maximum panel judging score of one hundred sixty (160) points per finalist.**

**Each finalist's audience voting point award (based on audience vote rank) will be added to the total points awarded by the judges for that finalist's performance at the Destination Finale. The finalist with the highest Overall Combined Score will be the winner of the Destination Finale. In the unlikely event of a tie in Overall Combined Score between finalists, the finalist with the highest rank for the Destination Finale performance based solely on audience vote via the Hot97 Facebook Messenger App will be the winner.**

The one (1) selected finalist from this Contest and the six (6) other monthly Who's Next Chatbot winners must be able to travel to New York City for the Destination Finale. Destination Finale finalists are solely responsible for any and all costs and expenses incurred or related in any way to Finalist's travel to New York City, New York for the Destination Finale. The approximate retail prize value for opportunity to perform live at the Destination Finale is zero dollars (\$0).

## **Via the Internet**

Participants can also access Facebook Messenger through a link located on [www.Hot97.com/WhosNext](http://www.Hot97.com/WhosNext) and then follow the Facebook Messenger entry instructions explained above.

All participants must accurately complete all required fields or entry will be deemed invalid. In order to participate, you will need Internet access, Facebook Messenger App, and a valid email address. Limit one entry per person.

**Entries Are the Sole and Exclusive Property of Sponsors:** All Contest entries and/or related submissions become the sole and exclusive property of the Sponsors upon transmission. Contest entries will not be returned and may be used by any Contest Entity for any purpose whatsoever related to any Contest, without additional compensation to the participant or any other individual or entity.

**Original Content; Ownership:** Each Participant, by participating in the Contest, represents and warrants that they are the exclusive owner of the copyright and all other proprietary rights in their Submission. Participant further represents and warrants that they have the right to grant to any third party the right to use, reproduce, distribute, perform and display the Submission. All Submissions must have appropriate clearances, permissions and releases PRIOR to uploading or may be eliminated from the Contest. Any song submissions must be original material. Any unauthorized samples or performances of another artist's material could be subject to fines, royalty fees, and/or legal action for which Participant agrees to indemnify, defend and hold Sponsors harmless. Sponsors may stream any submissions on-demand on Sponsors' or their affiliates' websites. Sponsors are not responsible for paying any internet or other music royalties on any Submission.

**False Fraudulent or Deceptive Entries or Acts:** Participants who, in the view of Sponsor, in its sole discretion, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and subject to criminal prosecution.

## **PROVISION OF WIRELESS NUMBERS TO THE STATION:**

A Participant who signs up to receive text messages from Sponsors:

1. authorizes Sponsors to deliver or cause to be delivered, to the wireless number that the Participant provided, telemarketing messages using an automatic telephone dialing system;
2. understands that he or she is not required to enter into this agreement or agree to enter into such an agreement as a condition of purchasing any property, goods, or services; and

3. agrees that, if the wireless number provided to Sponsors is reassigned to another person, the Participant will promptly notify Sponsors that such reassignment has occurred.

Message and data rates may apply. Sponsors are not responsible for any fees incurred by a Participant who provides a wireless number in connection with the Contest.

**PARTICIPATION PROBLEM DISCLAIMER:**

Even if alleged to be caused by the sole or partial negligence of the Sponsors, the Sponsors are not responsible for any problems which affect or result from participation or attempted participation in the Contest, including, but not limited to the following:

1. Incorrect, incomplete or inaccurate entry information;
2. Human errors;
3. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
4. Inability to send a text-message;
5. Identity theft;
6. Tampering, destruction or unauthorized access to, or alteration of, entries or computer data;
7. Network hackers or other unauthorized access to Sponsors' computer network;
8. Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks;
9. Printing errors;
10. Equipment malfunctions; and
11. Late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries.

**PRIZES:**

**Participants Who Submit Music:** One (1) finalist will be selected from this Contest and given the opportunity to perform an original song live at the Destination Event. That one (1) finalist will join six (6) other monthly Who's Next Chatbot winners to each perform one (1) original song at the Destination Finale where one of those seven (7) performers will be selected as the grand prize winner. Those six (6) monthly Who's Next Chatbot winners who participate in the Destination Finale will also be subject to

these Rules and the General Rules. The grand prize includes the opportunity to perform one (1) original song on the Festival Stage at HOT 97's Summer Jam on Sunday, June 10<sup>th</sup>, 2018 at MetLife Stadium in New Jersey. The grand prize winner must be available and willing to perform one (1) original song on the Festival Village Stage. The one (1) grand prize winner must be able to travel to New Jersey and be available to perform at June 10<sup>th</sup>, 2018 Festival Village stage at Summer Jam. Winner is solely responsible for any and all costs and expenses incurred or related in any way to Winner's travel to New Jersey for Summer Jam. The approximate retail prize value for opportunity to perform live at Hot 97's Summer Jam is zero dollars (\$0).

**Participants Who Rate Music:** Each Friday only between the dates of March 23, 2018 and May 18, 2018 (for a total of nine (9) Fridays only), at approximately 7:00 p.m. ET, the top rated eligible Hot97 Facebook messenger music curator at that time will win two (2) tickets to HOT 97's Summer Jam held on June 10<sup>th</sup>, 2018 at MetLife Stadium and may be promoted on social platforms as determined in Sponsor's sole discretion. Music curators may only win two (2) tickets to Hot97's Summer Jam one (1) time through this Contest. The approximate retail value of two (2) Summer Jam tickets is two-hundred dollars (\$200). The aggregate prize value for all prizes to be awarded in this Contest is one thousand nine-hundred dollars (\$1,900). The winning music curators and their guests are solely responsible for any and all costs and expenses incurred or related in any way to travel to New Jersey for Summer Jam 2018.

No transfer, assignment or substitution of a prize is permitted, except Sponsors reserve the right to substitute a prize for an item of equal or greater value in the event an advertised prize is unavailable. Any difference between the actual value and the approximate retail value of any prize will not be awarded. No substitution or cash equivalent will be made.

Sponsor is not responsible for cancellations or delays in travel accommodations and has no obligation to reimburse, refund or otherwise substitute any tickets awarded as a part of a travel prize due to such cancellations or delays. Sponsor is not responsible for any cancellation or rescheduling of the performance for any reason and has no obligation to reimburse, refund or otherwise substitute the tickets for another prize should the performance not be rescheduled or vouchers not issued.

**TAXES:**

The Participant prize-winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). Any person winning over \$600 in prizes during any one year period will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

**JUDGING CRITERIA/WINNER SELECTION:**

**Participants Who Submit Music:** All eligible Submissions will be rated based on overall music quality and lyrics by a public rating system, which will open online at



[www.facebook.com/hot97official](http://www.facebook.com/hot97official) on March 16th, 2018, at approximately 8:00PM ET and remain open through May 18<sup>th</sup>, 2018, at approximately 11:59PM ET. Judging criteria and winner selection is described above.

**Participants Who Rate Music:** Participants who rate music (“Curators”) enter into the top Curator leaderboards by acquiring the most points, gained from their ability to rate Submissions consistently with the majority of other Curators. Subject to Sponsor’s scoring system, if a Curator rates that a Submission is a hit (fire emoji), a Submission is not a hit (trash can emoji), or a Submission is just “okay” (thinking face emoji) and that Curator’s song rating is consistent with the majority opinion of other Curators for that song, the Curator is awarded up to a maximum of one thousand (1000) points for that rating. But, subject to Sponsor’s scoring system, if a Curator rates against the majority opinion of other Curators, the Curator loses up to a maximum of one thousand (1000) points for that inconsistent song rating.

### **HOW TO CLAIM A PRIZE:**

**Claiming the Prize:** The Participant prize-winner must pick up their prize within thirty (30) days at Emmis’ business office located at 395 Hudson St., 7<sup>th</sup> Floor, New York, NY 10014. The prize may be picked up any time between the hours of 9:00 a.m. - 5:00 p.m. EST Monday-Friday but excluding holidays. The Sponsors have the right in their sole discretion to mail the prize to the winner. Where this occurs, the winner will initially be sent the required releases and prize claim forms along with a return, pre-paid overnight delivery air bill. Failure by the winner to return completed forms within five (5) business days of receipt of the forms may lead to forfeiture of the prize. Additionally, in the event the prize is mailed to the winner, the winner assumes the risk of the prize’s safe arrival.

**Prerequisites to Prize Award:** Prior to being awarded a prize, winners are required to provide: (1) a valid government-issued photo identification depicting proof of age and (2) a valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes. Sponsors reserve the right to deny awarding the prize if the winner fails to provide satisfactory identification, as determined in the Sponsors’ sole discretion.

Winner(s) are required to execute an Affidavit of Eligibility, Release of Liability, Indemnification and Publicity Release Agreement and a completed IRS W-9 before any prize is awarded. By entering the Contest, Participant agrees to execute these documents if selected as a winner. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the prize.

**Prize Forfeiture:** Any winner who fails to pick up the prize within thirty (30) days from the date of winning for any reason, and fails to obtain an extension from Emmis, will forfeit the prize. Emmis reserves the right, in its sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes.

**Additional Costs:** Any costs relating to the prizes are the sole responsibility of the winner.

**WARRANTIES AND REPRESENTATIONS:**

By entering and participating in the Contest, and in consideration thereof, each Participant individually warrants and represents to Sponsors that: (i) they meet the residency and age requirements at the time of entry; (ii) they will be bound by these Rules and the General Rules, and by all applicable laws and regulations, and the decisions of the Sponsors; (iii) they waive any rights to claim ambiguity with respect to these Rules and the General Rules; (iv) they are the sole creator and owner of the Submission, including any music or music video included therein, and they have the full legal right, power, and authority to grant to the Sponsor the license provided for in these Rules; (v) they own or control the complete exhibition and other rights to the Submission for the purposes contemplated in the license; and (vi) the Materials (as hereinafter defined) or any use thereof, shall not violate any law and shall not infringe upon or violate the rights of any person (including, without limitation, contractual rights, copyrights, trademarks, rights of publicity and rights of privacy). “Materials,” as used in this subsection means any and all information, content, and data, including but not limited to the Submission, provided by Participant to enter the Contest or participate in any aspect of the Contest. Sponsor’s acceptance and/or utilization of the Materials hereunder shall not constitute a waiver of Participant’s representations, warranties or agreements in respect thereof, or a waiver of any of Sponsor’s rights or remedies.

**RELEASE OF LIABILITY AND INDEMNIFICATION:**

As consideration for entering the Contest, all Participants agree to **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** Emmis, Emmis Communications Corporation, Emmis Operating Company, the other Contest Entities (as described above) and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, disc-jockeys, on-air personalities, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the “Released Parties”), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Additionally, as consideration for entering the Contest, all Participants agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action

or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

**Furthermore, Participant expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:**

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”**

**Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Released Parties, Participant expressly acknowledges that this release is intended to include, in its effect, without limitation, all claims which Participant does not know or suspect to exist in Participant’s favor at the time of execution hereof, and that this release contemplates the extinguishment of any such claim or claims. Participant acknowledges and agrees that this general release is specifically intended to be as broad and comprehensive as permitted by California law.**

This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram or any other Social Media Platform. By submission of an entry, Participant releases Facebook, Twitter, Instagram, and all Social Media Platforms from any responsibility or liability for the Contest’s administration, prizes or promotion. You are providing entry information to the Sponsor and not to Facebook, Twitter, Instagram and all Social Media Platforms.

**PUBLICITY RELEASE:**

Unless prohibited by applicable law, Participant authorizes and irrevocably grants to Emmis and the other Released Parties (as defined above) permission to, from time to time, reference and discuss Participant and their participation in the Contest on-air and/or on their website(s) in photographs, video recordings, digital images, audio recordings, as well as in publications, newsletters, news releases, other printed materials, and in

materials made available on the Internet or in other media now known or hereafter developed for any purpose Emmis and/or the Released Parties deem proper. Such reference and discussion may involve Participant's name and voice, and other personal/biographical material or their participation on-air.

### **LICENSE**

By participating in the Contest, Participant irrevocably grants to Sponsors the perpetual right, without any liability to any person or entity, to reproduce, adapt, transmit, distribute, communicate, make available and otherwise use the Materials throughout the universe in any medium and in any manner, now or hereafter known, including, without limitation, if applicable, radio and television broadcasts, and cable and satellite transmissions, without payment of any compensation to Participants in connection with the Contest.

### **STREAMING**

By participating in the Contest, Participant expressly and irrevocably authorizes Sponsor to make audio or video recordings, and photographs of any of Participant's performances and interviews ("Recordings"), to edit those Recordings, and to use those Recordings, in any form, in any manner now known or hereafter developed, in connection with the WHHL Platform, as hereinafter defined. For purposes of these Rules, the WHHL Platform shall mean Emmis' and its exclusive distribution partners' digital transmissions, including, but not limited to, social media platforms, mobile applications, websites, online channels, youtube, hot97.com, inflexwetrust.com, Where Hip Hop Lives Mobile Application, and In Flex We Trust Mobile Application (the "WHHL Platform"). Participant grants Emmis the exclusive right for online live broadcast, live social media platform broadcast, and online or social media replay of the Recordings on the WHHL Platform. Participant agrees that, in the event Participant is selected to perform live at the Destination Finale or at Hot97's Summer Jam, Participant will execute any and all additional documentation necessary to grant Sponsor the rights to broadcast, display, stream, or distribute the Recordings in any format or manner, as determined in Sponsor's sole discretion.

### **DISQUALIFICATION:**

All participants agree to be bound by these Rules. Non-compliance with any of these Rules will result in disqualification and all privileges as a Participant will be immediately terminated. Sponsors, in their sole discretion, further reserve the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

**CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE**

**ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**RULES CHANGES AND INTERPRETATIONS:**

Sponsors reserve the right in its sole discretion to supplement or make changes to these Rules as well as the rules of any contest at any time without notice. Sponsors reserve the right in its sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants.

**AGREEMENT TO ARBITRATE:**

To the fullest extent permitted by law, by participating in the Contest, a Participant understands and agrees that:

- a. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);
- b. any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);
- c. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event and under no circumstances will Participants be permitted to obtain awards for attorneys' fees, and Participants hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;
- d. any claim or dispute regarding the Contest or these Official Rules will be resolved pursuant to the laws of **New York**, without regard to the conflicts of laws and rules of **New York**;
- e. any claim or dispute regarding the Contest or these Official Rules will be resolved in a tribunal within the state of **New York**, and Participants submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and
- f. if for any reason a claim or dispute regarding the Contest or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

**GENERAL RULES/LIST OF WINNERS:**

Copies of these Rules and/or the General Rules may be obtained by sending a self-addressed stamped envelope to: WQHT Who's Next: Destination Summer Jam Performer and Curator Rules and/or Official Contest General Contest Rules, 395 Hudson Street, 7<sup>th</sup> Floor, New York, NY 10014. These Rules and the General Rules may also be found at [www.hot97.com](http://www.hot97.com).

For a list of any Contest winners send a self-addressed, stamped envelope to: WQHT Who's Next: Destination Summer Jam Performer and Curator Winners List, 395 Hudson Street, 7<sup>th</sup> Floor, New York, NY 10014.

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