

## **OFFICIAL WHO'S NEXT 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 or attend HOT 97’s Who’s Next event in the **Who’s Next 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 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 **January 12<sup>th</sup>, 2019** at approximately **12:00PM ET** and ends on **February 15<sup>th</sup>, 2019** at approximately **11:59PM ET** (the “Entry Period”). Eligible Participants can enter in the following different ways:

#### **Via Facebook Messenger**

During the Entry Period, 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 link 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**.”

**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.

### **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 Submission will be selected as the winning Submission from all eligible entries received during the Entry Period. The Participant who submitted the winning Submission will win the opportunity to perform

an approximately ten (10) minute live set at the March 2019 HOT 97's Who's Next Showcase. The date of the March 2019 Hot 97's Who's Next Showcase will be decided in Emmis' sole discretion and communicated to the winner soon after winner selection. The March 2019 HOT 97's Who's Next Showcase will take place at SOB's, located at 204 Varick St., New York, NY 10014. The winner must be able to travel to New York City and be available to perform at the March 2019 HOT 97's Who's Next Showcase. Winner is solely responsible for any and all costs and expenses incurred or related in any way to Winner's travel to New York City, New York for the March 2019 HOT 97's Who's Next Showcase. The approximate retail prize value for opportunity to perform live at the March 2019 HOT 97's Who's Next Showcase is zero dollars (\$0).

**Participants Who Rate Music:** The three (3) top rated eligible music curators (explained below) will a HOT 97//Who's Next Merchandise Pack. The approximate retail value of one (1) merchandise pack is fifty dollars (\$50). The aggregate prize value for all merchandise prize packs is one hundred and fifty dollars (\$150). The date of the March 2019 Hot 97's Who's Next Showcase will be decided in Emmis' sole discretion and communicated to the winning music curators soon after winner selection.

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 January 12th, 2019, at approximately 7:00a.m. ET and remain open through February 15<sup>th</sup>, 2019, at approximately 11:59p.m. ET.

Participants' Submissions move higher in the Submission leaderboards by acquiring the highest number of overall positive ratings (fire emoji), while also factoring in negative ratings (trash can emoji) and "okay" ratings (thinking face emoji), for their Submissions. Negative ratings and "okay" ratings will be factored into the overall rating for Submission leaderboard position through Sponsor's rating system. At the end of the Entry Period, the top twenty (20) overall highest-rated Submissions will be selected for individual judging on or about February 18<sup>th</sup>, 2019, by a member of the HOT 97 music department (the "Judge") based upon the following criteria: lyrics, production and flow. In the event of a tie for the twentieth (20<sup>th</sup>) ranking on the Submission leaderboard, those Submissions involved in the tie for twentieth (20<sup>th</sup>) place will move on to the individual judging round. Following the individual judging round by the Judge, the Submission receiving the highest overall score by the Judge will be selected to perform live at the March 2019 HOT 97's Who's Next Showcase. In the event of a tie in the individual judging round by the Judge, the tied Submission with the highest Submission leaderboard position following the public rating round will be selected as the winner, and, if a tie still exists based on an earlier tie from Submission leaderboard position, the winning Submission will be the Submission that was uploaded first through Facebook Messenger.

**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. The three (3) Curators who have the highest number of overall points at the end of the Entry Period will each win two (2) tickets to the March 2019 HOT 97's Who's Next Showcase and will be invited to curate a unique playlist through Apple Music which playlist will then be posted on [www.hot97.com/whosnext](http://www.hot97.com/whosnext) and promoted on social platforms as determined in Sponsor's sole discretion. In the event of a tie for the third (3<sup>rd</sup>) place on the Curator leaderboard, the tie will be broken in favor of the Curator that rated the most Submissions, and, if a tie still exists based on number of Submission ratings, the winning Curator will be the Curator that rated a Submission first through Facebook Messenger.

### **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. 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.

**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 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 Performer and Curator Winners List, 395 Hudson Street, 7<sup>th</sup> Floor, New York, NY 10014.

**SPONSOR:**

Emmis Radio, LLC d/b/a WQHT HOT 97  
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