

WBGU-FM/Falcon Radio; Howard's Club H
Live Wire Presents: Battle of the Bands on March 25, 2017
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

1. ELIGIBILITY: To be eligible, a band should be comprised of at least two members and play original music. No cover bands are eligible to compete. Employees, officers and directors of WBGU-FM, Falcon Radio, and Howard's Club H ("Sponsor"), their subsidiaries and affiliated companies, immediate family members [spouse, parent, child, sibling and their respective spouses] and individuals residing in their same household) are not eligible to participate or win. This Contest is subject to all applicable federal, state, and local laws and regulations. In order to enter the Contest or receive a prize, you must fully comply with the Official Rules.

2. CONTEST TIMING: The Contest entry period begins February 15, 2017 at 9:00:01 a.m. Eastern Standard Time ("EST") and ends at 11:59:59 p.m. EST on March 3, 2017 (the "Contest Entry Period"). Sponsor's computer is the official time keeping device for the Contest.

3. TO ENTER: During the Contest Entry Period, a member of eligible bands can enter the Contest by placing a video or audio entry of two or more songs onto YouTube or SoundCloud and send the link to WBGU-FM General Manager at botb@wbgu.com along with a contact name, phone number, and email address. CDs or cassettes entries will also be accepted at Howard's at 210 S Main St, Bowling Green, OH 43402. To reiterate, all entries must have a contact name, phone number, and email address to be considered for the Contest. All Entries must be received and recorded within the Contest Entry Period.

Limit one (1) Entry per band for the entire Contest Entry Period. Participants may not enter using multiple email addresses nor may Participants use any other device or artifice to enter under multiple identities. Multiple Participants are not permitted to share the same email address. Any attempt by any Participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Participant's entries and that Participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the Participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential Participant may be subject to verification, in Sponsor's sole discretion.

4. ENTRY GUIDELINES: By entering, you acknowledge that your Entry may be posted on the Contest Web site and/or Sponsor's Web site, in Sponsor's sole discretion. Sponsor has no obligation to use or post the Entry you submit. By entering you hereby grant Sponsor a license to and Sponsor shall have full right and power to copy, publish, broadcast, display, distribute, use, translate, combine with other material, reuse and adapt any or all portions of the Entries in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the world in

any manner whatsoever and for any purpose. Entries that are not in accordance with the guidelines as stated herein or are not received during the Contest Entry Period will be ineligible. All Entries become the sole property of the Sponsor and will not be acknowledged or returned.

By submitting an entry in the Contest, you hereby warrant and represent that your entry conforms to the Entry Requirements set forth below:

Entry cannot be obscene or offensive by endorsing any form of hate group; cannot contain racial discrimination

Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies;

Entry cannot infringe on trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;

Entry cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; Sponsor does not permit the infringement of others' rights and any use of materials not original to the Participant (except copyrighted materials owned by Sponsor) is grounds for disqualification from the Contest. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your entry and grant the rights herein granted to Sponsor;

Entry cannot infringe on the right of publicity of any person, living or dead, without permission;

Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and

Entry cannot depict, and cannot itself, be in violation of any law.

By submitting an Entry, you warrant and represent that it (a) is your original work; (b) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (c) that you have obtained permission from any third party who appears in the Entry or whose name, likeness, voice or other proprietary right is used in the Entry; and (d) that publication of the Entry via various media including Web posting, will not infringe on the rights of any third party. Any such Participant will indemnify and hold harmless Sponsor and Contest Parties from any claims to the contrary. Any Participant whose Entry includes the likeness of third parties or contains elements not owned by the Participant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including use by Sponsor of such Entry, in a form satisfactory to Sponsor, upon request, prior to award of prize. Any Entry that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication is ineligible. Incomplete, illegible, false, deceptive or garbled Entries are not eligible. All Entries become the sole property of the Sponsor and will not be acknowledged or returned.

By submitting an Entry, you agree that your submission is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to disclose or otherwise disclose the

ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Contest Entry Period, to request that any Participant resubmit his or her entry which fails to comply with the Contest entry requirements prior to any judging period. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Participants. Sponsor reserves the right to waive the Contest entry requirements set forth herein in its reasonable discretion.

5. CONTEST JUDGING FOR SEVEN FINALISTS: Beginning on or about March 3, 2017, eligible Entries will be judged by a panel of judges whose decisions are final and binding in all matters relating to this Contest. The (6) Entries with the highest cumulative score for all Judging Criteria will be deemed the winning 6 Entries to compete in the Contest at Howard's Club H on March 25, 2017, at 210 S Main St, Bowling Green, OH 43402. The 7th band will be selected as the "Fan Favorite" via Howard's Club H and WBGU-FM's Social Media Platforms by the general public and will be announced on March 10, 2017. All bands not selected in the first round of judge selections are eligible to compete for the fan favorite position. The winner of the fan favorite will be selected as one of the finalists and given the chance to compete on March 25, 2017 in front of the judges. The order the Contestants will perform in will be decided by random drawing and Contestants will be notified of their Competition time. All Contestants agree to arrive at Howard's at least one hour before their Competition time. All Contestants agree to play 35-40 minute sets with a 15-minute set-up time between sets. **If your band isn't ready to play when your position # is called, you will be disqualified.**

6. CONTEST JUDGING FOR TOP THREE BANDS AND PRIZE DETAILS: Beginning at 6:00 p.m. EST March 25, 2017, the winning 7 Entries will play their 35-40 minute sets and be judged by a panel of judges whose decisions are final and binding in all matters relating to this Contest. The judges will decide the TOP THREE BANDS ("Winning Nominees") awarding \$250 to Third place, \$500 to Second place, and \$1,000 to First place. In the event of a tie, the tie will be broken based on the highest score in the first Judging Criteria, continuing thereafter to each Judging Criteria in order, as needed to break the tie. Bands need not be present to win.

Prize is non-transferable, and may not be substituted, except in Sponsor's sole discretion. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Applicable federal, state, local and other taxes and fees associated with the prizes and any expenses related to the acceptance and use of prizes and not specified in these Official Rules are the sole responsibility of the Winning Nominees. Winning Nominee will be issued an IRS 1099 form for prizes valued over \$600. Unclaimed prizes will not be awarded.

7. WINNING NOMINEE NOTIFICATION: Participant with the winning Entry will be notified in-person, by mail, phone and/or online, on or about March 25, 2017. Sponsor is not responsible for any change in Participant's mailing address, email, and/or telephone number. Winning Nominees will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, Publicity Release within seven (7) days of prize notification. If attempted notification is returned as undeliverable, if any required documents are not returned within the required number of days, if Participant or Winning

Nominees cannot be verified, or if Winning Nominee is otherwise unable to accept the prize as stated, prize may be forfeited.

8. PUBLICITY RELEASE; USE OF PERSONAL INFORMATION: Except where prohibited or restricted by law, Participant and Winning Nominees' acceptance of prize constitutes Participant and Winning Nominees' consent for Sponsor to use and/or publish Participant and Winning Nominees' full name, city and state of residence, photographs or other likenesses, pictures, portraits, voice, testimonials, biographical information (in whole or in part), statements made by Winning Nominees regarding the Contest or Sponsor, and the Entry (which may be altered, changed, modified, edited, used alone or with other works, as solely determined by Sponsor) worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable or World Wide Web, without further limitation, restriction, compensation, notice, review or approval. By entering, Participants agree to the above and that Winning Nominees information may be included in a publicly available Winning Nominees list.

9. NO TAMPERING; RIGHT TO CANCEL, MODIFY: Sponsor and each of their parents, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents ("Contest Parties") shall not have any obligation or responsibility, including any responsibility to award any prize to a nominator or nominee (if any), with regard to: (a) Entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) Entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) Bands who have committed fraud or deception in entering or participating in the Contest or claiming a prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the Winning Nominees to accept their prizes for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Contest or any prize-related activities, including any travel related thereto.

Sponsor reserves the right, at its sole discretion, to disqualify any individual/account it finds to be tampering with the entry process or operation of Contest or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person or to achieve more entries than entitled or to otherwise disrupt the Contest in any manner. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Contest, Sponsor reserves the right to void the Entries at issue, and/or terminate the relevant portion of the Contest, including the entire Contest, and/or modify the Contest to award the prize using all eligible Entries received as of the termination date. If the Contest is terminated or modified due to technical difficulties or unforeseen events prior to the expiration date of the Contest Entry Period, notice will be posted at the Web site: WBGUFM.com.

10. RELEASE OF LIABILITY; DISCLAIMER OF WARRANTY; FORUM SELECTION CLAUSE: By participating in the Contest, Winning Nominees agree to release and hold harmless Contest Parties from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation for any

claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery, including any travel related thereto. Sponsor, its parent, affiliates, subsidiaries, partners, representatives, agents, successors, assigns, employees, officers and directors assume no responsibility for any injury or damage to Participant's or to any other person's computer, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Contest.

As a condition of participating, participants agree Contest Parties are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Contest or any Contest-related activities, including any travel related thereto; (b) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Participants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Participants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participant or Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Indiana.

7. SPONSOR COMMITMENT: Sponsor is committed to complying with U.S. copyright law and to respond to claims of copyright infringement. Sponsor will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c) ("DMCA"). Pursuant to the DMCA, notifications of claimed copyright infringement should be sent to a Service Provider's Designated Agent. If you think that any entry infringes your intellectual property rights, submit notification to the following Designated Agent for this site in the manner described below:

By Email: wbgufm@wbgufm.com

For your complaint to be valid under the DMCA, you must provide all of the following information when providing notice of the claimed copyright infringement:

A. A physical or electronic signature of a person authorized to act on behalf of the copyright owner;

- B. Identification of the copyrighted work claimed to have been infringed;
- C. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity, and that is to be removed or access to which is to be disabled, as well as information reasonably sufficient to permit American Honda Motor to locate the material;
- D. Information reasonably sufficient to permit American Honda Motor to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address;
- E. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- F. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

For more details on the information required for valid notification, see 17 U.S.C. 512(c)(3).

You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorney's fees.