

## **Official Rules of The NAMM Foundation's A Cappella at The NAMM Show Performance Opportunity**

NO PURCHASE NECESSARY

1. **To Participate:** To be considered for a performance slot at The 2020 NAMM Show during A Cappella @ NAMM ("the program") you must submit an application, provide required information and a link to a video of your A Cappella performance. Submissions will be accepted beginning **October 15, 2019** and entries must be received by **December 3, 2019 at 11:59 p.m. (Pacific Standard Time)**. Submissions posted after this date will not be accepted. Copies, mechanically reproduced, automated entries, and computer-aided or computer-generated script entries will not be eligible and are void. NAMM and The NAMM Foundation are not responsible for typographical errors in related materials, late, lost, or misdirected links or online transactions that are lost, fail to be entered into the processing system or are processed or transmitted late. No purchase necessary. **Selected Performing Groups will be notified on or about December, 13, 2019.** See Content Submission Agreement for additional information.

2. **Eligibility** The Program is open all two-and four-year college and university affiliated A Cappella groups within the Continental United States. Employees and relatives of NAMM and its partners are not eligible to participate. Only one entry per A Cappella group and only two per college or university will be accepted. Selected performing groups must be able to attend The 2020 NAMM Show in Anaheim, CA on Saturday, January 18 at their own expense, and be able to accept the performance time allotted on a NAMM Show stage on that day. Time and location of performance is solely at NAMM's discretion and will be provided to selected groups once performance schedules are finalized. All performers included in the submission video must be able to perform at The NAMM Show during the time allotted.

3. **Group Selection:** Three (3) college or university A Cappella groups will be selected on or about **December 13, 2019**. Odds of being selected depend on the number of eligible entries received. Three (3) groups will be selected by professional judges with sign-off from The NAMM Foundation based on originality, musicality, and ability to draw a crowd. No cash or credit alternative to the performance slot is offered. Performance slots are not transferable and are subject to availability. NAMM reserves the right to cancel or amend the Program, terms and conditions without notice at the discretion of the organizations, and/or in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of NAMM's control.

NAMM will notify any changes to the Program to entrants as soon as possible. Selected A Cappella groups will be notified by **December 13, 2019** by The NAMM Foundation. If a group cannot be contacted or does not claim the performance slot within three days of notification, we reserve the right to withdraw the offer and pick a replacement.

4. **Video submissions:** Entrant is responsible for all copyright and permission clearances for the submitted video performance. NAMM is not responsible for lost or misdirected entries. NAMM's decision in respect to all matters of the recognition Program are final. By entering the A Cappella at NAMM Program, you indicate you agree to and are bound by these terms and

conditions. California law governs this Program's terms and conditions and by submitting, you agree that any disputes will be submitted to JAMS for binding arbitration under its rules then in San Diego County in California.

**5. Likeness and Performance Release Agreement:** You represent and warrant that you have every right and the power and authority to appear in the video and to contract in your own name or on behalf of any entity or employer named as the provider of the Submission and to execute and abide by this agreement on your own behalf or on behalf of any named entity or your employer. You also represent and warrant that for any and all necessary permissions and releases have been obtained for everyone appearing in this video. Upon request, you agree to provide NAMM with any documentation necessary to prove that you have all of the rights required to make the grants to the video as required herein. In connection with the foregoing, you agree that you will: (i) confirm any waivers and consents from time to time as reasonably requested by the NAMM, and (ii) perform such other acts as NAMM may reasonably request to facilitate NAMM's right to use the video. With respect to any use by NAMM of the video, you hereby agree to waive any right that you may have to inspect or approve the video or the use to which it may be applied. NAMM shall have exclusive, full, and final control over its use of video, and nothing herein obligates NAMM to make any use of the video.

Entrants agree to the use of his/her name and image in any publicity material. Contact information will be used solely in accordance with NAMM's privacy policy and will not be disclosed to a third party. You hereby agree to release NAMM and each of its related and affiliated entities, agents, employees, representatives, assignees, licensees, and successors from and against any and all claims, whether at law or in equity (including without limitation, injunctive relief), with respect to: (a) any liability based on any personal property, residual, re-use or other right which you may have by virtue of any permitted use of the video under this agreement, or as a result of the uses of the video or any portion thereof or in connection with advertising and promotion for the video and/or other productions in which the video is utilized by NAMM and its affiliates; (b) any claim arising out of any permitted acts or statements made in connection with the video and/or other productions in which the video is utilized (including but not limited to defamation, invasion of privacy by publication of private facts, false light, misappropriation, infringement of your right of publicity, intrusion, infliction of emotional distress and any other violations of personal and/or property rights including both intentional or unintentional acts or omissions); (c) any claim or damage on account of personal injury to you that may arise from your participation in connection with the video including bodily injury, lost wages, loss of employment and emotional distress; and (d) any claim for further consideration or compensation for your participation in or with the video or the rights granted hereunder.

**6. Limitation of Liability:** Performers release NAMM and The NAMM Foundation, and each of their parents, subsidiaries, affiliates, officers, directors, agents, and employees from any responsibility or liability in connection with any loss, accident, or death incurred in connection with the Program. Performers hereby consents to the use of his or her name and/or likeness by The NAMM Foundation and NAMM for advertising purposes without additional compensation unless prohibited by law. The verified groups selected must provide, within ten days of notification, an Affidavit of Eligibility and a Publicity/Liability Release unless prohibited by law. Failure to comply may result in disqualification and the selection of an alternate group. A Cappella at NAMM is not meant to

convey any endorsement of any product or service, nor does a third party's donation have any influence on The NAMM Foundation's or NAMM's editorial coverage.

**7. Indemnity** You will at all times indemnify and hold harmless NAMM, its employees, agents, successors, licensees, and assigns, from and against any and all damages, liabilities, judgments, costs and expenses, including reasonable legal fees, arising out of any claims asserted by a third party regarding (a) the video or (b) any breach by you of the terms or conditions contained herein. NAMM will promptly notify you of any claim or action with respect to any claim for indemnification hereunder, and you will undertake the defense or settlement and all related costs and expenses of any claim or action for which you have an indemnification obligation. You will have the right to settle or compromise any action to which your indemnification is applicable, except that you may not agree to any settlement without the prior written consent of NAMM if such settlement would cause NAMM to undertake any action, assume any liability, pay any monies, acknowledge any wrongdoing, or have a judgment entered against it. Notwithstanding the foregoing, NAMM will have the right to undertake the defense of any claim asserted against it at your expense in the event that (i) you fail to assume the defense of such claim, (ii) NAMM reasonably determines that an adverse outcome could be material to NAMM's business, goodwill, or operations, (iii) there are conflicts between NAMM's and your interests in such litigation, or (iv) NAMM reasonably believes that you do not have the financial resources needed to satisfy its indemnification obligation in the event of an adverse outcome, provided that any settlement of such claim by NAMM will be subject to your consent, not to be unreasonably withheld.

**8. Miscellaneous:** By submitting your video and application, you expressly agree and consent to receiving monthly e-newsletters from The NAMM Foundation. If you do not agree and consent to any of these rules, terms and conditions, you are not permitted to submit a video for consideration. The NAMM Foundation shall be deemed sole interpreter of the rules and conditions. By participating, entrants acknowledge and agree to be bound by these rules and that the decisions of NAMM and The NAMM Foundation are final. The Program is void where prohibited by law. NAMM and THE NAMM FOUNDATION DO NOT MAKE AND IS NOT RESPONSIBLE FOR ANY WARRANTIES (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) OR ANY GUARANTEE WITH REGARDS TO ANY AWARD OR PORTION THEREOF.

**9. Term:** This Agreement will take effect upon the date of submission. Unless the program is terminated by NAMM, the term of this Agreement shall be for the duration of the program and/or at NAMM's discretion. This program may be terminated at any time and for any reason by NAMM, as previously stated.