

## Official Rules of The NAMM Foundation's WHAT MAKES MUSIC EDUCATION GREAT IN MY SCHOOL DISTRICT Recognition Program

NO PURCHASE NECESSARY

1. **To Participate:** You may submit a student made/faculty advised one-minute video that tells the story of "what makes music education great in your school district" by uploading your original video to YouTube and providing the link online to the NAMM Foundation's website <https://www.nammfoundation.org/projects/what-makes-music-education-great-my-school-district-video-contest> beginning on **September 14, 2016**. Entries to the Award Recognition Program referred to in this document as "the Program," must be received by **November 18, 2016 at 11:59 p.m. (Pacific Standard Time)**. Entries 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, The NAMM Foundation and The Lennon Bus 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. To obtain the name of the Award winners visit [www.nammfoundation.org](http://www.nammfoundation.org) after December 1, 2016.

2. **Eligibility** The Program is open to faculty advisors in K-12 school districts with music programs within the Continental United States. Employees and relatives of NAMM and The John Lennon Educational Tour Bus are not eligible to participate. Only one entry per K-12 School District will be accepted. Winners must be able to provide suitable parking for the John Lennon Educational Tour Bus within the Continental United States and agree to a date that must coincide with The John Lennon Educational Tour Bus schedule.

3. **Award Selection:** Three winning K-12 School Districts will be selected on or about **December 1, 2016**. Odds of winning depend on the number of eligible entries received. Winners are selected by The NAMM Foundation and are selected based on how well the video represents and answers, "What makes music education great in your school district?" No cash or credit alternative to the awards offered. Awards are not transferable. Awards 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. Winners selected by **December 1, 2016** will be announced by The NAMM Foundation. If a winner cannot be contacted or does not claim the Award within three days of notification, we reserve the right to withdraw the Award from the winner and pick a replacement winner.

4. **Video submissions:** All videos submitted become the property of NAMM. Video submissions featuring copyrighted or non-original content will be rejected and disqualify from future participation. Not responsible for lost or misdirected entries. NAMM's decision in respect to all matters of the recognition Program are final. By entering the video recognition 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 **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 all minors 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. Winner and other entrant 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:** Winners release NAMM, The NAMM Foundation, The John Lennon Educational Tour Bus, 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 use of the Award won in the Program. The winner hereby consents to the use of his or her name and/or likeness by The NAMM Foundation, NAMM, and The Lennon Bus for advertising purposes without additional compensation unless prohibited by law. The verified Award winners 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 winner. The video recognition Program is not meant to convey any endorsement of any product or service, nor does a third party's donation of any Award have any influence on The NAMM Foundation's, NAMM's, or The Lennon Bus'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 entering this video recognition Program, 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 awards 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 awards program may be terminated at any time and for any reason by NAMM, as previously stated.