

2017 JIMMIE RODGERS TALENT COMPETITION

OFFICIAL RULES, TERMS, AND CONDITIONS

Individuals and each individual participating in a group submitting material for the Jimmie Rodgers Talent Competition acknowledges and agrees to comply with the following terms and conditions:

**CONTEST RULES:** To enter, you must upload a video of your performance ("Entry" or "Entries") to YouTube and, through use of our online entry form, send us a link to the YouTube video. Entries must be newly uploaded videos which do not have any previously accumulated "likes." The Jimmie Rodgers Foundation ("JRF") does not provide accounts; the videos must be uploaded on an existing account, or an account the Contestant ("Contestant" or "Contestants") creates for the Competition ("Competition").

Whenever used herein, the use of the term Contestant refers to both individuals and groups.

Each Contestant is limited to one Entry. Additional Entries by the same Contestant will not be considered.

Contestants may choose to compete in one of two categories according to age:

Youth (under 18 years)  
Adult (18 years and older)

Entries must be uploaded by 5:00 p.m. Central DST on March 1, 2017. Entries must be posted as a video file in accordance with instructions provided at [www.jimmierodgers.com](http://www.jimmierodgers.com) as well as these Official Rules, Terms, and Conditions in order to be considered as a valid Entry.

Voting for the top three Entries in each of the two categories will be conducted electronically through YouTube and by a judging panel selected by JRF. Online voting will continue through 5:00 p.m. Central DST on March 15, 2017 and will be weighed in conjunction with the judging panel. All decisions made by the judging panel are final.

After the top three winning Entries are selected, Contestants of the top three winning Entries will be notified via contact information provided in their application (around April 1, 2017). If a response is not received within five (5) days of notification, the Contestant will be disqualified and an alternative top Entry selected. Winners will be announced on JRF social media platforms.

Contestants selected as the top three Entries in each of the Adult and Youth categories will be invited to perform on stage at the Jimmie Rodgers Music Festival on May 6, 2017, where they will be ranked first, second, and third place winners in each category. Contestants must be able to perform at said location and date. Contestants are responsible for his/her own travel and lodging expenses.

Prizes will be awarded to the top three Contestants of both the Adult and Youth Categories, ranking each performer as first, second, and third place winners in their respective category. Each winner will receive a guitar and cash prizes as follows: \$500 for first place; \$250 for second place; \$150 for third place.

**YOUTUBE AND JRF DISCLAIMER:** Contestant agrees and acknowledges, as condition of participating in the Competition, that Youtube and its owners directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated corporations and entities are not sponsors of the competition nor do they endorse or administer the competition, nor are they in any way associated with the Competition. All questions regarding the competition must be directed to JRF, not Youtube. Contestant also agrees that as a condition of participating in the Competition, Contestant shall release Youtube and JRF from any and all liability arising out of or relating to Contestant's Entry, creation of an Entry or submission of an Entry, participation in the Competition, acceptance, use, or misuse of any prize, or the broadcast, exploitation, or use of an entry.

**YOUTUBE LICENSE:** By posting Content, you grant us a royalty-free, non-exclusive, worldwide license, under your intellectual property rights, to use, copy, reformat, index, modify, display, and distribute your Content for purposes of providing our Services (as such services may change over time) and promoting our Website. No compensation will be paid with respect to our use of your Content under this grant. When you post Content to enter the Competition, you represent and warrant (I) that you hold all rights needed to grant requisite rights (ii) that you own the copyright in all Content subject to copyright protection (or have been given needed permissions by the copyright owner, or use the Content under "fair use" principles); and (iii) that each person depicted in images or identified in text in your Content (if any), has provided you with consent to use the Content as set forth in these Terms.

**RIGHTS TO REMOVE:** JRF has no - and assumes no - obligation to monitor activities on the JRF website ("Website"), but may employ filters designed to detect and block the transmission of messages that contain sexually explicit or otherwise inappropriate language. JRF reserves the right to edit, to refuse to post, or to remove any information or materials, in whole or in part, that we believe, in our sole discretion, all materials and content 1) that are unlawful, obscene, harmful, hateful, invade the privacy of any third party, contain nudity or pornography, or are otherwise objectionable. 2) that impact or invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private or sensitive information about another person, without that person's consent; 3) that is intentionally false, defamatory, unlawfully threatening, or unlawfully harassing; 4) that infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; 4) that contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; 5) that are designed to artificially generate traffic or page links to a website or for any other purpose not expressly allowed under these Terms; 6) that use the Website in a manner that could disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site, such as through sending "spam" email; 7) that seeks to obtain access to any materials or information through "hacking," "data harvesting," or through other means we have not intentionally made available to you through the Website.

**ELIGIBILITY:** This contest is open to all persons except where prohibited by law. Parents or legal guardians must submit on behalf of any participants under the age of 18. Officers, directors and employees of JRF, and its respective partners, affiliates, subsidiaries, divisions, prize fulfillment entities, advertising and promotion agencies, and all others associated with the development and execution of this competition as well as their immediate family members (a parent, spouse, sibling, child, step-sibling, step-child, and in-laws, regardless of where they reside) and/or those living in the same household of the above, whether or not related, are not eligible to participate in this competition.

**GOVERNING LAW:** This Competition and the rights and obligations of the Sponsors and participants will be governed by and controlled by the laws of the State of Mississippi, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings, or litigation relating hereto will be instituted and prosecuted solely within Lauderdale County, Mississippi. The parties consent to the jurisdiction of the state courts of Mississippi and federal court located within such state and county with respect to any action, dispute, or other matter pertaining to or arising out of this Competition.

**GENERAL RULES:** Entry into this Competition is a grant of permission to JRF and its designees to use the Contestant's name, city, state, likeness, voice, biographical information and statements for purposes of advertising, promotion and publicity in any and all media, now or hereafter known, throughout the world in perpetuity without additional compensation, notification or permission, unless prohibited by law. By participating, Contestant (I) agrees to release and hold JRF, its affiliates, subsidiaries, and advertising and promotion agencies, and each of their respective directors, officers, employees and assigns (collectively, the "Released Parties"), harmless against any and all claims and liability arising in whole or in part, directly or indirectly, out of participation in the Competition or misuse, nonuse or use of any prize (including any travel or activity related thereto); (ii) waives all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to enter; and (iii) agrees to be bound by these Official Rules. Released parties are not responsible for incomplete, lost, late, damaged, inaccurate, illegible, misdirected, garbled, delayed or undelivered entries or referrals; or for technical hardware or software malfunctions or failures of any kind, lost, unavailable network connections, or failed, incomplete, garbled or delayed computer transmission, which may limit an individual's ability to participate. JRF reserves the right in its sole discretion, to cancel, suspend or modify the Competition, or to disqualify any implicated Contestant, (and their Entries) if any fraud, virus, actions by Contestants, technical or other error or problem, or any other occurrence corrupts or affects the administration, integrity, security, or proper play of the Competition, as determined by JRF in its sole discretion. By entering into this Competition, Contestants also release JRF for any claims of copyright infringement for any claim to original music.

**CAUTION:** Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Competition is a violation of criminal and civil laws, and should such an attempt be made, JRF reserves the right to seek damages from any such Contestant to the fullest extent permitted by law, including criminal prosecution. In the event of such a dispute or in the event a potential winner entered via internet and a dispute arises regarding a specific individual entitled to receive a prize, Entries made by internet will be declared made by the authorized account holder of the email address submitted at the time of entry and any damage made to the web site will also be the responsibility of the authorized account holder. "Authorized account holder" is defined as the person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Released parties are not responsible for any technical, mechanical, printing, typographical, human or other error relating to or in connection with the competition, including, without limitation, errors which may occur in the administration of the competition, the processing of entries, the announcement of the prize or in any Competition-related materials; or for any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Competition. JRF is not liable in the event that any portion of the competition or awarded prizes are canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event").

By submitting their Entries, Contestants agree to be bound by these Official Rules. JRF reserves the right to disqualify any participant it finds to be in violation of these rules or who attempts to undermine the entry or judging process in any way.