

## **2018 BOOTS AND HEARTS MUSIC FESTIVAL EMERGING ARTIST SHOWCASE OFFICIAL COMPETITION RULES AND REGULATIONS**

The following rules and regulations represent the Official Terms and Conditions of the 2018 Boots and Hearts Music Festival Emerging Artist Showcase competition (“Emerging Artist Showcase” or “Competition”). By entering the Competition, participants (“you”) agree to abide by these Terms & Conditions (the “Terms & Conditions”).

There is one (1) Grand Prize to be won at the end of the Competition. The Grand Prize consists of the following (the “Grand Prize”), which will be awarded to one (1) winner (the “Winner”):

- (1) A performance as part of the Competition on the Boots and Hearts Main Stage on Sunday, August 12, 2018 at the 2018 Boots and Hearts Music Festival, or at such other time as may be arranged, subject to scheduling:
- (2) The opportunity to enter into a recording contract (the “Recording Contract”) with Warner Music Canada, Co. (“Warner Music Canada”) that will provide for, among other things, the following, each at Warner Music Canada’s sole discretion:
  - (a) The Winner will perform for the recording of a master recording (the “Master”) of Winner’s featured performance of one (1) musical composition to be mutually selected by Winner and Warner Music Canada (the “Composition”).
  - (b) The recording of the Master will take place on a mutually approved date and time, at a recording studio designated by Warner Music Canada. Winner is responsible for Winner’s travel expenses to studio location and related accommodations.
  - (c) Warner Music Canada will designate the individual producer of the Master.
  - (d) Warner Music Canada will be responsible for the recording costs incurred in connection with the recording of the Master, to the extent those costs do not exceed a written budget approved by Warner Music Canada prior to the commencement of recording. Nothing herein will authorize the Winner to incur any costs of any nature for which Warner Music Canada will be responsible.
  - (e) If Warner Music Canada deems it necessary, based on any collective bargaining agreements between it and any unions having jurisdiction over the recording (the “Unions”), Winner agrees to become a member in good standing of such Unions prior to the commencement of recording, failing which, Warner Music Canada has the sole right to terminate the Recording Contract.
  - (f) Warner Music Canada will be the owner of all rights in and to the Master. The Winner will waive any moral rights it may have in the Master and will assign any rights it may have in the Master to Warner Music Canada, as requested.
  - (g) Warner Music Canada will have the right to use Winner’s name, likeness and biographical material in connection with the promotion and exploitation of the Master. The Master will be subject to Warner Music Canada’s approval as being commercially acceptable for exploitation in the marketplace. In the event (and to the extent) the Composition is written, owned or controlled by Winner (a “Controlled Composition”), the Recording Contract will also provide for Winner to assign to Warner Music Canada all ownership and related publishing rights in the Controlled Composition.
  - (h) Warner Music Canada will be granted the first opportunity to sign the Winner as an exclusive recording artist and/or as an exclusive songwriter, each for a term to be specified in the Recording Contract.

- (3) Subject to the timely delivery to Warner Music Canada of an acceptable Master, Warner Music Canada will make reasonable commercial efforts to release the Master as a digital download through iTunes Canada and equivalents and via streaming services (e.g. Spotify); and, subject to their sole discretion, Warner Music Canada will release the Master as a promotional single to those country-genre radio stations in Canada to which Warner Music Canada customarily releases promotional singles of its recording artists.
- (4) The Recording Contract will provide for an artist royalty payable to Winner commensurate with sales of records embodying the Master at a rate and on computation terms and conditions customary for artists of Winner's stature.
- (5) Warner Music Canada may support the launch of the Master with media relations campaign and interview opportunities with a variety of media including print, radio, TV, online.

Warner Music Canada's obligations hereunder are conditional upon the complete execution of the Recording Contract in substance and form acceptable to Warner Music Canada, in its sole discretion, and Winner's timely and good faith performance of all of Winner's obligations under the Recording Contract.

The Grand Prize also includes:

- (1) A trip to Nashville, Tennessee, United States, which includes the following: round-trip flights for two (2) to Nashville (not to exceed \$1,200 CAD), up to five (5) nights hotel accommodations (not to exceed \$800 CAD) and Five Hundred dollars (\$500 CAD) in spending money. (Total Approximate Value: \$2,500 CAD).
- (2) No less than one full day songwriting session with Warner Music Canada preferred country music producer or songwriter prior to or during the Trip to Nashville.
- (3) A professional artist photo shoot; photographer chosen by Warner Music Canada (Total Approximate Value: \$1,500 CAD).
- (4) Media Training by Warner Music.
- (5) A performance at the 2019 Boots and Hearts Music Festival.

The overall approximate value of the Grand Prize is twenty-five thousand Canadian dollars (\$25,000 CAD). The Grand Prize and all other prizes provided herein are subject to change, at the sole discretion of Boots and Hearts LP ("Boots and Hearts") and/or Warner Music Canada and may be replaced with a benefit of similar value.

The Winner shall, at the discretion of Boots and Hearts, accept the opportunity to perform live music at events or at venues to be determined, up to seven (7) times, for a duration of up to forty-five (45) minutes, for such consideration as determined solely by Boots and Hearts or to the promoter of record at such events, and the Winner shall accept up to eight (8) x fifteen (15) minute promotional appearance opportunities from September 2018 – August 2019.

The Winner will also perform at the 2019 Boots and Hearts Music Festival (exact date and location to be determined) for such consideration as determined solely by Boots and Hearts.

## HOW TO PARTICIPATE

The Competition will begin on or about May 28, 2018 and ends on August 12, 2018 at 10:00pm EST (“The Competition Period”). The Competition will consist of three (3) phases: (1) Artist Submission Phase (May 28, 2018 – June 15, 2018); (2) Public Voting Phase (June 29, 2018 – July 13, 2018); and (3) Finals (August 9 - August 12, 2018). Timelines are subject to change.

Boots and Hearts LP, General Motors of Canada, Warner Music Canada, and the Boots and Hearts Music Festival (collectively the “Sponsors”), their parents, affiliates, subsidiaries, advertising and promotional agencies, their respective directors, officers, employees and assigns, assume no responsibility for any failures or malfunctions of phones, phone lines, telephone systems, computer on-line systems, servers or providers, computer equipment, software or failure of any Video Submission entry to be received because of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, or lost, misdirected, illegible or late entries which for any reason are not received.

- (1) **Artist Submission Phase** - You must upload a video of yourself (individual person) or group of more than one (1) individuals (“Group”) performing either an original or cover song in the country music genre (the “Video Submission”). The Video Submissions are accepted through <https://app.wizehive.com/webform/republiclive2018>. Artists/groups/bands are eligible to submit a video if they agree and adhere to these Terms & Conditions.
- (2) **Voting Phase** - An internal panel of industry judges will select the top 7 semi-finalists from the Video Submissions. An internal panel of industry judges will also select a grouping of videos to upload to the Competition website to allow the public to vote and select the eighth and final semi-finalist, see section 3 below for details. The eight (8) semi-finalists (“Semi-Finalists”) will perform at the 2018 Boots and Hearts Festival between August 9 – August 12, where they will compete for two (2) finalist spots (“Finalists”). The Finalists will be chosen by an internal panel of industry judges.
- (3) **Public Voting Phase** - The selection of the eighth semi-finalist will take place between 12:00:01 AM ET on June 29, 2018 and 11:59:59 PM ET on July 13, 2018 (the “Viewing Period”), online at Chevrolet Canada’s YouTube channel available at [www.youtube.com/user/ChevroletCanada](http://www.youtube.com/user/ChevroletCanada). Three (3) video submissions, as determined by an internal panel of industry judges, will be showcased during the Viewing Period on Chevrolet Canada’s YouTube channel. The submission that receives the most views during the Viewing Period (as determined by the Sponsor in its sole and absolute discretion) will each be selected as the eighth semi-finalist. Note that YouTube requires three (3) business days following the Viewing Period to audit all views before a final view count can be determined for the selection of the eighth semi-finalist. Following this review by YouTube, the eighth semi-finalist according to number of views during the Viewing Period will be announced on July 17, 2018. In the event of a tie at the end of the public viewing process, the eligible winner will be selected from amongst the tied entries by an internal panel of industry judges applying the same process and scoring criteria as outlined under section 2 above. Odds of being selected as eligible to become the eighth semi-finalist depend on the caliber of the submissions and the views received during the Viewing Period.

All views are subject to verification. The Sponsors reserve the right, in its sole and absolute discretion, to require proof of compliance with the letter and spirit of these Official Rules from any individual to participate (e.g. view) in this Contest. Failure to provide such proof within the timeline specified by the Sponsor may result in disqualification of the applicable views that cannot be verified to the complete satisfaction of the Sponsor, in its sole and absolute discretion.

**IMPORTANT NOTE:** Individuals may encourage other eligible individuals to view for an Entry; however, no form of incentive, inducement, prize or chance of receiving any incentive, inducement, or prize may be offered as part of such encouragement in furtherance of receiving such individual's views for any Entry. Any individual determined by the Sponsor to be engaging in such behavior is subject to disqualification, and the corresponding views, submission and/or Semi-Finalist is subject to disqualification in the sole and absolute discretion of the Sponsor.

**IMPORTANT NOTE:** JUST BECAUSE A NUMBER OF VIEWS MAY APPEAR ON CHEVROLET CANADA'S YOUTUBE CHANNEL OR OTHERWISE DOES NOT MEAN THAT THE SUBMISSION ASSOCIATED WITH THOSE VIEWS IS OR WILL BE THE EIGHTH SEMI-FINALIST. ANY OR ALL VIEWS MAY BE VERIFIED (AND DISQUALIFIED IF DEEMED BY THE SPONSOR TO VIOLATE THE LETTER OR SPIRIT OF THESE OFFICIAL RULES, AS DETERMINED BY THE SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION) AT ANY TIME AND FOR ANY REASON. ANY SUCH PUBLIC DISPLAY OF VIEWS IS FOR ENTERTAINMENT PROPOSES ONLY.

- (4) **Finals** - The Two Finalists will perform on the Main Stage at the 2018 Boots and Hearts Festival on a date and in a location to be determined. A panel of judges will decide the Winner following the performance.

To be considered for a Semi-Finalist or Finalist spot, you must be available to attend and perform at the 2018 Boots and Hearts Music Festival held from August 9, 2018 – August 12, 2018. In addition, you must be able to attend a one (1) day photography and videography production shoot, and a one (1) day partner live stream, at dates and times to be determined by Boots and Hearts in advance of the Boots and Hearts Music Festival. All of these events will be held in Oro-Medonte, ON.

Video Submissions, Semi-Finalists, and Finalists will be judged by criteria including, but are not limited to, the following:

- Vocal performance
- Stage presence
- Musicality
- Mass appeal; and
- Crowd engagement

## **ELIGIBILITY**

- (1) The Competition is only open to legal residents of Canada, excluding Quebec, who are twelve (12) years of age or older as of June 1, 2018 and are residing in Canada at the time of the Competition. When submitting your Video Submission, you will be asked to provide contact information so that a representative from Boots and Hearts can reach you. Please double check that all of your contact details are accurate.

- (2) If you are considered a minor in your Province of residence, and you are selected to move forward as a Semi-Finalist or Finalist, your parent or legal guardian must accompany you to the Emerging Artist Showcase. Parents or legal guardians must also arrange for their own travel and accommodation at their own expense.
- (3) Online entries must be received on or before June 15, 2018 at 11:59 PM ET. Incomplete or late entries will not be accepted.
- (4) You may only submit one (1) audition video per individual person or Group. You can decide how short or long your singing performance will be, as long as your performance is no longer than the designated time limit of five (5) minutes (including a thirty (30) second introduction).
- (5) If chosen as a Finalist, you MUST demonstrate to the satisfaction of Warner Music Canada that you do not have any of the following agreements in effect (written or oral):
  - (a) An exclusive agreement with a record label or music publisher, as applicable, that would prohibit distribution of the Master with Warner Music Canada during the time frame of August 2018 – August 2019.
  - (b) Any other contractual arrangement that would prohibit you from fully participating in the Emerging Artist Showcase and/or entering into any contracts required by Warner Music Canada, including but not limited to an exclusive management contract, recording contract, publishing contract and merchandising contract.
- (6) If chosen as a Semi-Finalist, Finalist, and/or Winner (collectively, the “Prize Recipients”), you will be required to fill out, sign and agree to all of the terms and conditions of the legal forms required by the Sponsors, as applicable.
  - (a) Your family and/or guests must also sign releases concerning the possible taping and/or recording of their name, likeness, voice, conversation, etc., as required.
  - (b) If you advance in the Competition, you will be required by Boots and Hearts to fill out, sign and agree to all of the terms and conditions of additional forms, which may include a talent management contract, recording contract and/or merchandising contract.
  - (c) You (and your parents and/or legal guardians in the case of Competition entrants under eighteen (18) years of age) may also be subject to a thorough background investigation and other examinations, at Boots and Hearts’s discretion.
  - (d) If you are under eighteen (18) years of age, both you and your parent or legal guardian must sign each of the forms and cooperate in having the forms court-approved, if and when requested by Boots and Hearts.
  - (e) If you are under eighteen (18) years of age and you are accompanied to the Emerging Artist Showcase by a guardian appointed by your parent or legal guardian, you must have the forms notarized as well as signed by your parent or legal guardian with authority to sign on your behalf. Bring the signed and notarized Release with you to the Emerging Artist Showcase.
- (7) Employees of the Sponsors, their partners, affiliates, divisions, subsidiaries, suppliers, printers, distributors, advertising and promotional agencies, immediate family members of each and anyone with whom such employees are domiciled, are not eligible to participate in the Competition.
- (8) The Winner must be prepared to accept and accommodate all performance, appearance

and other obligations as set out in these Competition Terms and Conditions, and shall advise any agent, manager or other party of such obligations.

ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. IF YOU FAIL TO COMPLETE ANY FORM, GIVE ANY FALSE INFORMATION, OR FAIL TO REVEAL ANY PERTINENT INFORMATION, YOU MAY BE DISQUALIFIED FROM THE AUDITION PROCESS.

The Sponsors reserve the right to disqualify and/or exclude, in their sole and absolute discretion, any individual from the Competition for any reason, including without limitation, violation of any portion of these rules, or tampering with the entry process or the audition process.

The Sponsors also reserve the right to change the rules and procedures at any time. Being chosen to audition and/or compete at any level in the process does NOT ensure that you will be selected to continue to the next stage.

## **HOW TO WIN**

- (1) Semi-Finalists, who were chosen by the internal industry panel or public vote to participate in the Emerging Artist Showcase, will be notified by either email or phone. Up to three (3) attempts will be made to contact potential participants by e-mail address or phone number as submitted on Competition entry form. If an entrant cannot be contacted within three (3) days, they are no longer eligible to participate in this Competition. No communication will be entered into except with the selected entrants.
- (2) In order to advance as one (1) of the two (2) Finalists, you must have been chosen as one (1) of the eight (8) Semi-Finalists and perform at the 2018 Boots and Hearts Emerging Artist Showcase.
- (3) To become the Winner, you must have been chosen as a Finalist and perform the obligations herein. A panel of judges will select the Winner.

Semi-Finalists selected to participate in the Emerging Artist Showcase will receive a stipend to travel to (including return) and attend (including overnight accommodations and access to catering) the 2018 Boots and Hearts Music Festival as well as the one-day photography and videography production shoot at the Burls Creek Event Grounds located in Oro-Medonte, Ontario, Canada. This allowance will depend on the distance travelled and capped as follows:

- (1) Travel and accommodations up to 250 km round trip – \$250.00 per Group
- (2) Travel and accommodations between 251 km to 500 km round trip – \$500.00 per Group
- (3) Travel and accommodations between 501 km to 1,000 km round trip – \$1,000.00 per Group
- (4) Travel and accommodations 1,000 km+ round trip – \$2,500.00 per Group

The odds of winning depend on the number of eligible entries received.

## **GENERAL RULES**

- (1) All entries become the property of the Sponsors and will not be returned.

- (2) In submitting a video to the Competition, you represent and warrant to Sponsors, their parents, affiliates, subsidiaries, advertising and promotional agencies, and their respective directors, officers, employees and assigns that your Video Submission:
  - (a) does not contravene or infringe upon anyone else's copyright or other intellectual property;
  - (b) is not false, inaccurate or misleading and does not violate any law or regulation;
  - (c) is not libelous, threatening or harassing;
  - (d) does not instigate others to commit illegal activities;
  - (e) does not contain pornography; and
  - (f) does not contain any viruses, worms, or other computer programming intended to or that could interfere with the ability of others to participate in the Competition.
- (3) All decisions regarding the Competition and the selection of the Winner remain with the Sponsors and their promotional agencies will be final.
- (4) The Winner will agree to the following:
  - (a) To travel to work with Warner Music Canada on the Master at a mutually agreed to time; \*
  - (b) To provide up to two (2) weeks of their time for meetings/photoshoot/etc. in Nashville or Toronto to record the Master and/or take part in training or promotional activities, as required by Warner Music Canada; \*
  - (c) To make themselves available for up to seven (7) x forty-five (45) minute performance opportunities as provided herein from September 2018 – August 2019;\*
  - (d) To make themselves available for all interview opportunities with a variety of media including print, radio, TV, and online;\*
  - (e) To make themselves available for up to eight (8) x fifteen (15) minute appearance opportunities as provided herein from August 2018 – August 2019; \* and
  - (f) To make themselves available to appear at the 2019 Boots and Hearts Music Festival (exact date TBD).
  - (g) To perform and be interviewed on a television show within one (1) week of the competition's close.
- (5) Prizes bear no cash value, are not redeemable for cash, and are not transferable. Sponsors retain the exclusive right to substitute Prizes of equivalent or greater value in the event a Prize is unavailable for any reason. Prize Recipients may not transfer or assign any Prize or Grand Prize to any other person.
- (6) The Sponsors, their affiliates, and respective advertising and promotions agencies are not responsible for printing, distribution or production errors and may terminate or withdraw this Competition without liability at their sole discretion.
- (7) By entering, the Prize Recipients agree to sign a standard Release and Indemnity Form, releasing the Sponsors and their affiliates and respective advertising and promotional agencies from any liability in connection with the Competition or a Prize awarded.
- (8) By accepting a Prize in the Competition, all Prize Recipients agree to hold the Sponsors, their parents, affiliates, subsidiaries, advertising and promotional agencies, their respective directors, officers, employees and assigns, harmless from and against any and all claims, losses, expenses (including legal fees), damages and liability arising out of or in any way connected with the operation of the Competition and the acceptance, possession or use of

any Prize, including, without limitation, any loss, personal injury, death, property damage or claims based on publicity rights, defamation or invasion of privacy. Prize Recipients assume all liability for any injury or damage caused, or claimed to be caused, by participation in the Competition or use or redemption of a Prize. By participating in the Competition, entrants agree to be bound by the Official Competition Rules and Regulations and the decisions of the Sponsors.

- (9) By entering the Competition, you agree to the use of your name, address (city and province only), photograph, and/or image or likeness, without compensation, worldwide and in perpetuity, in any and all forms of media now known or hereinafter invented, in any publicity or advertising carried out by the Sponsors, unless prohibited by law.
- (10) By entering the Competition, you agree and consent to the collection of your personal information for the purposes of administering the Competition, as permitted by the *Personal Information Protection and Electronics Documents Act*. Prize Recipients must disclose their name, mailing address, telephone number, and/or email address to the Sponsors to receive a Prize in the Competition, at Boots and Hearts's discretion. Notwithstanding the foregoing, any collection, use or disclosure of personal information of entrants under sixteen (16) years of age will only take place with the express consent of their parent or guardian.
- (11) The Sponsors reserve the right to disqualify any individual that is found to be violating these Terms and Conditions, tampering with the entry process, or tampering with the operation of the website.
- (12) The Sponsors further reserve the right to refuse an entry from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. Any attempt by anyone to deliberately alter or damage the Competition website and/or to undermine the legitimate operation of this promotion is in violation of criminal and civil laws and the Sponsors reserve the right to seek damages or other legal remedy to the fullest extent permitted by law.
- (13) The Sponsors reserve the right to modify or cancel the Competition at any time if they determine that, for any reason the contest cannot be run as originally planned, including but not limited to the Boots and Hearts Music Festival being cancelled. No liability or responsibility is assumed by the Sponsors resulting from user attempts to participate in the Competition or, if required, to download any information necessary to participate in the Competition.
- (14) All decisions of the judges, internal industry panel and the Sponsors are final and binding on the participants in all matters relating to the Competition.
- (15) The Competition and these Terms and Conditions shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein. Any dispute arising hereunder shall be adjudicated solely in the applicable court in Toronto, Ontario, Canada.
- (16) Where applicable, the Competition is subject to all federal, provincial and municipal laws.



- (17) The Competition is in no way sponsored, endorsed or administered by, or associated with, YouTube. You understand that you are providing your information to the Competition administrator and not to YouTube. The information you provide will only be used for keeping you up-to-date with the sponsor via updates and announcements.
- (18) Eligible entrants must successfully complete the entry form during the Competition period to be considered in the Competition.
- (19) No purchase is required to enter the Competition.
- (20) The Competition is powered by WIZEHIVE. WIZEHIVE does not sponsor, administer or endorse this promotion.

\* The Winner agrees to participate in these opportunities at no additional charge without compensation to or from Boots and Hearts LP, General Motors of Canada, or Warner Music Canada Co.