



## **RULES FOR APPLICATION TO AND PARTICIPATION IN THE BOULDER CHAMBER BATTLE OF THE INDUSTRY BANDS 2018**

The Boulder Chamber of Commerce, a Colorado non-profit corporation (the “**Boulder Chamber**”) is proud to host its second annual Battle of the Industry Bands on September 26, 2018 (the “**Event**”) at eTown Hall, located at 1535 Spruce Street, Boulder, Colorado 80302 (the “**Venue**”). Bands from around Colorado are invited to apply for the Battle of the Industry Bands Contest (the “**Contest**”). The top five bands will be chosen to perform live at the Event for a chance to win the grand prize, a donation to the charity of their choice and the reigning glory of “Best Industry Band of 2018.” This community event allows companies in Boulder’s key industries to highlight their creative workforce and the importance of employee engagement in recruiting and retaining top talent.

### **RULES FOR APPLYING FOR THE CONTEST**

1. **APPLICATION:** In order to be eligible to participate in the Contest, applicants should email a short video or audio recording of the applicant’s band (“**Entry**”) to the Boulder Chamber Selections Committee at [events@boulderchamber.com](mailto:events@boulderchamber.com), no later than August 10, 2018. Additionally, each individual member (“**Member**”) of the band (the “**Band**”) applying to participate must agree to abide by the following rules (the “**Rules**”) in applying for the Contest and, if selected, at all times during the Member’s participation in the Event. If each Member cannot agree to abide by these Rules, the Band may not submit an application to participate in the Contest.

2. **ELIGIBILITY:** To become an eligible band, each Member must be 21 years of age or older at the time of entry and must be able to attend the Event in person. Additionally, **in order for a Band to be eligible, at least half of the Band’s members must be employees of the same organization.** The Band may submit and perform original and covered works. This Contest is subject to all applicable federal, state, and local laws and regulations. Entries that are not in accordance with the guidelines as stated herein or are not received by August 10, 2018 will be ineligible. The Boulder Chamber reserves the right, in its sole discretion, during or upon completion of the Contest entry period, to request that any applicant resubmit his/her Entry which fails to comply with the Entry Requirements, as defined below. Any waiver of any obligation hereunder by the Boulder Chamber does not constitute a general waiver of any obligation to participants. The Boulder Chamber reserves the right to waive the Contest entry requirements set forth herein in its sole discretion. Boulder Chamber employees, officers and directors and their immediate families (parents, children, siblings, and spouses) and members of their household (whether or not related) are not eligible to enter the Event.

3. **LICENSE TO USE ENTRY:** By entering the Contest, each Member hereby grants the Boulder Chamber an irrevocable, transferable, and royalty-free license to, and the Boulder Chamber shall have full right and power to, copy, publish, broadcast, display, distribute, use, edit, translate, alter, 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. By entering, each Member acknowledges that his/her Entry may be posted on the Boulder Chamber Web site and/or the Contest Web site, in the

Boulder Chamber's sole discretion. The Boulder Chamber has no obligation to use or post any Entry submitted.

4. **ENTRY GUIDELINES:** By submitting an Entry, each Member hereby represents and warrants that his/her Entry conforms to the entry requirements set forth below ("**Entry Requirements**"):

- Entry cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- Entry cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous;
- Entry cannot be obscene or offensive, endorse any form of hate or hate group;
- Entry cannot defame, misrepresent or contain disparaging remarks about the Boulder Chamber, the sponsors of the Event or their respective products or services, or other people, products, services or companies;
- Entry cannot infringe on trademarks, logos or trade dress owned by others;
- Entry cannot advertise or promote any brand or product of any kind, without permission;
- Entry cannot contain any personally identifiable information, such as license plate numbers, 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 from the copyright holder unless it is covered by the license granted by the American Society of Composers, Authors and Publishers ("**ASCAP**"); the Boulder Chamber does not permit the infringement of others' rights;
- Entry cannot infringe on the right of publicity of any person, living or dead, without permission; and
- Entry cannot depict, and cannot itself, be in violation of any law.

Any Entry that, in the sole opinion of the Boulder Chamber, is deemed to be inappropriate for publication, incomplete, illegible, false, deceptive or garbled, or otherwise fails to satisfy the Entry Requirements is ineligible. Notwithstanding anything herein to the contrary, the Boulder Chamber shall not have any duty to inquire into or investigate whether the Entry Requirements have been met nor shall the Boulder Chamber be responsible or liable for the contents of any Entry or any claims arising therefrom.

5. **REPRESENTATIONS AND WARRANTIES:** By submitting an Entry, each Member represents and warrants that: (a) if the Entry contains his/her original work, the Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (b) publication of the Entry via various media, including Web postings, will not infringe on the rights of any third party; and (c) the covered song is a part of the ASCAP's inventory, which can be found on the ASCAP's website at <https://www.ascap.com>.

6. **CONTEST JUDGING:** Eligible Entries will be judged by the Boulder Chamber Selections Committee and five Entries will be selected by the Boulder Chamber Selections Committee, in its sole discretion, to participate in the Event for a chance to win the grand prize.

## **RULES FOR PARTICIPATING IN THE EVENT**

7. **WINNING APPLICANT NOTIFICATION:** Applicants with the winning Entries will be notified by events@boulderchamber.com no later than August 17, 2018 of their eligibility to perform at the Event. Each Member will be required to complete, sign and return the Consent to Authorized Use and Release of Liability, attached hereto as Exhibit A (the “**Consent**”), within seven (7) days of notification. Each Member must return the signed Consent in order for the Band to be eligible to perform at the Event.

8. **PERFORMANCE LINE-UP:** Each Band will be entitled to perform **1-3** songs at the Event, constituting no more than **12** minutes total. No later than 15 days prior to the Event, the Band must submit the names of all covered songs to be performed at the Event. The Boulder Chamber reserves the right to object to any covered song the Band intends to perform at the Event. If the Boulder Chamber so objects, the Members agree not to perform that covered song at the Event.

9. **PERFORMANCE GUIDELINES:** Each Band will be responsible for coordinating load in, set-up and sound check with the Venue. The Venue will provide a house drum set for each band to use which must remain on stage during each performance. All sound, lighting and technical assistance will be provided. The Boulder Chamber is not responsible for any loss or damage to the Band’s personal equipment used during the Event.

If a Band is selected to participate in the Event, each Member of such Band represents and warrants that the Band’s performance at the Event will conform to the Entry Requirements. Additionally, each Member represents and warrants that all covered songs performed by the band are a part of the ASCAP’s inventory, which can be found on the ASCAP’s website at <https://www.ascap.com/>. By agreeing to perform at the Event, each Member represents and warrants that: (a) if the Band intends to perform an original work, the original work does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (b) publication of the Band’s performance at the Event via various media, including Web postings, will not infringe on the rights of any third party; (c) each Member will not violate any applicable Federal, state or local law or regulation; (d) each Member will abide by all of the rules of the Venue on the day of the Event; (e) each Member will not sign or in any way disturb the Venue’s autograph wall; and (f) each Member will cause each of its guests attending the Event to abide by the rules of the Venue, including the prohibition on signing or in any way disturbing the Venue’s autograph wall.

10. **PUBLICITY/AUTHORIZED USES:** As a condition to participating in the Event, each Member shall agree to the terms of the Consent regarding Photographs, Name and Likeness.

11. **OWNERSHIP OF RECORDINGS:** As a condition to participating in the Event, each Member shall agree to the terms of the Consent regarding Recordings.

12. **PRIZE DETAILS:** The Event will be judged by a panel of four celebrity judges. The judges will select the top three winning Bands at the Event in their sole discretion based on each Band’s performance. A “People’s Choice” winner will also be selected by the judges in their sole discretion based on the crowd reaction. All prize details will be determined in the Boulder Chamber’s sole and absolute discretion. All prizes are non-transferable, may not be substituted, except in the Boulder Chamber’s sole discretion, and

cannot be redeemed for cash. If a prize, or any portion thereof, cannot be awarded for any reason, the Boulder Chamber reserves the right to substitute a 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 Rules are the sole responsibility of the winners. Unclaimed prizes will not be awarded.

### GENERAL

**13. NO TAMPERING; RIGHT TO CANCEL, MODIFY:** The Boulder Chamber, any Event sponsors 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 with regard to: (a) Entries that contain inaccurate information or do not comply with or violate the Rules; (b) Entries, prize claims or Consents 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) Members 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 winner to accept a prize for any reason; or (f) a prize that cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond the Boulder Chamber’s reasonable control.

The Boulder Chamber reserves the right, at its sole discretion, to disqualify any Member or Band it finds to be tampering with the entry process or operation of the 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 otherwise disrupt the Contest in any manner. If the Boulder Chamber determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Contest, the Boulder Chamber reserves the right to terminate the relevant portion of the Contest and/or the entire Contest. If the Contest is terminated or modified due to technical difficulties or unforeseen events, notice will be emailed to each participating Member at the email address provided to the Boulder Chamber.

**14. JOINT AND SEVERAL LIABILITY:** Each Member agrees to be jointly and severally liable to the Boulder Chamber for all losses and indemnification claims incurred by the Boulder Chamber and for all representations and warranties made by the Band.

**15. INDEMNIFICATION:** The Members, jointly and severally with the other Band Members, agree to indemnify and hold harmless the Boulder Chamber and any Contest Parties (collectively, the “**Indemnitees**”), from and against any expense, cost, damage, loss, fine, penalty, liability or judgment, including reasonable attorneys’ fees, suffered or incurred by the Indemnitees as a result of any claim, demand, action, arbitration, suit or similar proceeding (“**Claim**”) alleging that the Entry or the Members’ performance at the Event infringes or misappropriates any copyright, trademark, patent, trade secret or other proprietary right of such third party.

The Members, jointly and severally with the other Band Members, agree to indemnify and hold harmless the Indemnitees from and against any Claim that arises from or is in connection with (i) a breach of the representations and warranties, covenants or obligations contained herein or in the Consent, (ii) any

Member's failure to perform his/her responsibilities as contained herein, and (iii) any Member's negligence or willful or intentional misconduct.

**16. LIMITATION OF LIABILITY:** THE AGGREGATE LIABILITY OF THE BOULDER CHAMBER ARISING AT ANY TIME UNDER THESE RULES OR THE CONSENT SHALL NOT EXCEED \$1,000. IN NO EVENT SHALL THE BOULDER CHAMBER BE LIABLE WITH RESPECT TO ITS OBLIGATIONS UNDER OR ARISING OUT OF THESE RULES OR THE CONSENT FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA/PROGRAMS, COMPUTER FAILURE, LOSS OF WORK PRODUCT OR ANY AND ALL OTHER DAMAGES OR LOSSES WHETHER DIRECTLY OR INDIRECTLY CAUSED, EVEN IF THE BOULDER CHAMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**17. MISCELLANEOUS:** All matters arising out of or relating to these Rules shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction). In addition, any dispute relating to the Contest (including these Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in Denver, Colorado. Participants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction they may have.

**18. CHANGES TO THESE RULES:** These Rules are subject to occasional revision, and if the Boulder Chamber makes any material changes to these Rules, the Boulder Chamber will notify each Member of any material changes by posting notice of the changes on the Boulder Chamber's web site, and/or, in our sole discretion, by email.