



YouDiscover 2010 Niagara Parks Summer Music Concert Series "Competition Rules"

Entry Rules as at 2010-05-04

1. COMPETITION PERIOD

- 1.1. The "YouDiscover 2010 Niagara Parks Summer Music Concert Series" Competition (the "Competition") is run by The Niagara Parks Commission and 4519906 Canada Inc. (collectively, the "Administrator") and takes place from May 4, 2010 at 12 a.m. (ET) and ends on January 1, 2011 at 11:59 p.m. (ET) (the "Competition Period").
- 1.2. The entry period for Submissions (defined below) begins May 4, 2010 at 12 a.m. (ET) and ends June 26, 2010 at 11:59 p.m. (ET) ("Submission Entry Period").
- 1.3. The public voting entry periods of the Competition are as follows:
- 1.4. "Round One Voting Period" begins May 4, 2010 at 12 a.m. (ET) and ends on June 26, 2010 at 11:59 p.m. (ET).
- 1.5. "Round Two Voting Period" begins July 14, 2010 at 12 a.m. (ET) and ends August 28, 2010 at 11:59 p.m. (ET).
- 1.6. Round One Voting Period and Round Two Voting Period collectively being referred to herein as "Voting Periods".

2. ELIGIBILITY

- 2.1 The Competition is open to all individuals or groups of individuals (an "Entrant") who: (i) are legal residents of Canada (not including Quebec) or the State of New York (ii) are 13 years of age or older as of the date of entering the Competition; (iii) are eligible to travel legally within Canada and the United States and possess valid travel documentation which shall include a valid passport; and (iv) and must NOT currently have a record deal or be entered in negotiations for a record deal, or be a member of any union whose collective agreements may hinder your Submission or performances (e.g. AFM, WGC). **For Groups:** groups submitting an application must consist of members who each meet all of the eligibility criteria and who each comply with these Competition Rules. In addition to the individual authorized to set up the online user account and complete the entry, entrant details for each individual who has contributed to the Submission and expects to participate in the Competition and/or the awarding of any prize must be provided in the band synopsis for the account. **For minors:** an Entrant under the age of majority in his/her province of residence, or in the State of New York if residing there, must have parental or legal guardian consent to his/her participation, sign a release and other requirements (see section 7.4 for details). If you are under the age of majority in your province, territory or state of residence, you may submit an application, provided it is accompanied by a completed waiver and release from your parent or legal guardian, provided on the Competition website at inDiscover.net/youDiscover.ca ("Website").
- 2.2. Employees of the Niagara Parks Commission and 4519906 Canada Inc., as well as members of the immediate family (such as their father, mother, brothers, sisters or children) of such employees, their legal or common-law spouses or any persons with whom such employees reside are not eligible to enter the Competition. For the purposes of the Competition, the Administrators, together with their affiliates, including without limitation their parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Competition, Competition sponsors and partners, the judges, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Competition and their respective officers, directors, employees, agents, and other representatives.

3. ENTRY PROCESS

- 3.1. **Entry Process:** During the Submission Entry Period, to enter the Competition, then Entrant must create a user account available online at inDiscover.net/youDiscover.ca, complete in all fields and agree to the Terms of Use and Privacy Policy for the Website. To enter the Competition, the Entrant must submit the following minimum requirements (the "**Submission**"): upload at least 1 band photo, three original audio recordings, and at least one digital video of the band/artist performing an original song, following the Submission Guidelines (section 3.2 below). Each Submission will be live on the Portal at time of Submission but will be reviewed and approved by the Administrator. Once the Submission is approved, one entry into the Competition will be awarded to the entrant. Additional videos may be requested throughout the Competition. Administrator may request information about who has contributed to Entrant's Submission, including the composition or recording, writers, producers, performers or any other person who has contributed. You may enter only once during the Submission Entry Period for each musical act but individual Artists can register multiple times for other separate acts. By entering this Competition, you (or your parent/legal guardian, if a minor) acknowledge compliance with, and agree to be bound by, these Competition Rules. Decisions of the Administrator are final in all matters relating to the Competition
- 3.2. Submission Guidelines: To be eligible for this Competition, the Entrant agrees that:
 - 3.2.1. Audio recordings must be of the entrant performing three (3) non-controlled original songs (i.e. the songs are original compositions of Entrant, who must own or control all rights in the songs, have the authority to licence to the Administrator the rights requested, and can allow all uses of the songs and recordings contemplated in these Rules without further compensation or royalties to any third party), submitted in Mp3 format and that must be no more than 10 minutes in total running time each.
 - 3.2.2. Entrant must submit at least one (1) digital video of the band performing an original song.
 - 3.2.3. Optional: a video addressing one or all of the following items. It is preferred that a separate video be submitted for each item:
 - 3.2.3.1.1. Why you should get the play at YouDiscover.ca Summer Concert Series and play live at the 2010 Niagara Falls Live New Year's Eve concert show?
 - 3.2.3.1.2. What is your best road/fan story ever
 - 3.2.3.1.3. Band concert footage or music video
 - 3.2.3.1.4. What have you given up in your life when chasing your dreams to become a star?
 - 3.2.3.1.5. A personal story from band members (for example, their first kiss)
 - 3.2.3.1.6. Other items as may be directed (check the Website for updates from time to time)
- 3.3. Each video must be no more than 5 minutes in total running time and submitted in one of the following formats: WMV,MPG, MOV. FLV or AVI;
- 3.4. Each Submission must be recorded in the English language and be intended for family audience viewing. French language submissions are also acceptable.
- 3.5. Each Submission must not contain any unacceptable clothing or adornments, or display any corporate/commercial advertising (including, but not limited to logos corporate, designer or sports logos or names (other than your or your authorized musical group name or logo), brand names, slogans), political, personal and religious statements, or the name or likeness of a celebrity, living or dead;

- 3.6. Each Submission must not contain any copyrighted works other than the music and lyrics as set out in (3.2.1) above;
- 3.7. All content contained in your Submission must be wholly original to Entrant and contain no matter that infringes upon the intellectual property rights (including but not limited to copyright), moral rights, privacy or publicity rights or any other right of any person, or that is defamatory, or that appropriates the personality of any person, or that is in any way unlawful, or obscene, inappropriate, profane, indecent, or otherwise does not comply with the Website Terms of Use.
- 3.8. By entering this Competition, each Entrant (a) consents to the broadcast, publication and/or use, in any medium whatsoever, of the entrant's entry, name, city of residence, statements, photograph and/or other image or likeness, video images, Submissions, performances, in whole or in part and as edited, if applicable, as contemplated herein, without payment or compensation of any kind; (b) represents and warrants that the Submission submitted by such entrant complies in all respects with these Competition Rules, including, without limitation, the restrictions on each Submission set forth herein; (c) while Entrant retains all copyright in his/her Submission and songs, all content posted by Entrant, including but not limited to Submissions, and recordings of performances for this Competition will become the property of Administrator and will not be returned, and entrant agrees to grant Administrator the licence and waiver of moral rights in such Submission and recordings performances, as set out in section 7; (d) acknowledges and agrees that such Submission submitted by such entrant may be edited or modified, in whole or in part, by the Administrator in their sole and absolute discretion; (e) releases, indemnifies and saves harmless the Administrator from and against any and all claims, demands, actions, causes of action, damages, costs or expenses brought against or suffered or incurred by the Administrators, arising out of or in connection with the participation by the entrant in this Competition, any breach by the entrant of the foregoing representations, warranties or agreements or the use, in whole or in part, by the Administrator of any Submission submitted by the entrant in this Competition.
 - 3.8.1. As part of the registration process, the Entrant will be required to click where indicated to signify that you accept and agree to be bound by these Competition Rules, including the decisions of the Judges and the Administrator which are final and binding in all respects.

4. **COMPETITION ROUNDS & JUDGING**

- 4.1. **Round One:** All Submissions received during the Submission Entry Period and in accordance with these Competition Rules will be posted on inDiscover.net/YouDiscover.ca and voted by the public. Visitors to the site and registered entrants can rate an Artist Submission ("**Rating Submission**") through a rating scale of "Not, Okay, or Hot" (0 is the lowest rate and 2 is the highest rate).
- 4.2. On June 26, 2010, the Submissions will be reviewed and judged by a member panel (the "**Round One Judging Panel**") comprised of representatives from the Administrator. The Round One Judging Panel will select up to 22 Artist Submissions ("**Selected Submissions**"), from a combination of fan favourites and/or other entries considered outstanding by the Round One Judging Panel in its discretion, which will move on to Round Two using a scale of "Not, Okay, or Hot" (0 is the lowest rate and 2 is the highest rate) based on:
 - 4.2.1.1. originality;
 - 4.2.1.2. musical arrangement;
 - 4.2.1.3. band image
 - 4.2.1.4. rated Submissions received during the Round One Voting Period and
 - 4.2.1.5. response to the Submission Guidelines.

Although it is anticipated that fan voting may influence the outcome, the Round One Judging Panel reserves the right to determine the Selected Submissions in accordance with the judging criteria in its sole discretion.

- 4.3. **Round Two:** Starting July 14, 2010, the Selected Submissions will perform at the Oakes Garden Theatre in Niagara Falls, Ontario Canada (or a such other location, or date (subject to weather), to be determined by the Administrators at their discretion), a minimum of 5 original non-controlled composition songs and a minimum of 4 covered songs in front of a live audience (the "**Performance**"). Entrants chosen as Selected Submissions shall bear all costs associated with travel, accommodation, and performance at Niagara Falls (or alternate location if applicable). The Performance will be filmed and Administrator shall in its discretion select original content from the Performance to be posted on the Competition Site during Round Two Voting Period for voting by the public. On August 22, 2010, the Selected Submissions and/or Performances will be reviewed and judged by a member panel (the "**Round Two Judging Panel**") comprised of representatives from the Administrator. The Round Two Judging Panel will select up to 5 Selected Submissions (the "**Finalists**"), from a combination of fan favourites and/or other entries considered outstanding by the Round Two Judging Panel in its discretion, which will move on to the final round of the Competition using a scale of "Not, Okay, or Hot" (0 is the lowest rate and 2 is the highest rate) based on:

- 4.3.1. originality;
- 4.3.2. musical arrangement;
- 4.3.3. stage presence;
- 4.3.4. rated Submissions received during the Round Two Voting Period;
- 4.3.5. response to the Submissions Guidelines.

Although it is anticipated that fan voting may influence the outcome, the Round Two Judging Panel reserves the right to determine the Finalist in accordance with the judging criteria in its sole discretion.

- 4.4. **Final Round:** On August 27, 2010, the Finalists will perform at the Oakes Garden Theatre in Niagara Falls, Ontario Canada (or a such other location, or date (subject to weather), to be determined by the Administrators at their discretion), a minimum of 5 original non-controlled composition songs in front of a live audience (the "**Final Performance**") and a member panel of judges (the "**Final Round Judging Panel**") comprised of the Administrator. Entrants chosen as Finalists shall bear all costs associated with travel, accommodation, and performance at Niagara Falls (or alternate location if applicable). The Final Performance will be filmed and Administrator may in its discretion select original content from the Final Performance to be posted on the Competition Site. All Finalists will receive a copy of the video and audio recording of one original song from their Final Performance that is selected by Administrator before December 31, 2010. The Final Round Judging Panel will select the winning Finalist as the Artist Grand Prize winner using a scale of "Not, Okay, or Hot" (0 is the lowest rate and 2 is the highest rate) based on:

- 4.4.1. originality;
- 4.4.2. musical arrangement;
- 4.4.3. stage presence;
- 4.4.4. rated Submissions received during the Round Two Voting Period;
- 4.4.5. response to the Submissions Guidelines.

Decisions of the Judges and Administrator are final and binding in all matters relating to the Competition.

Performance availability and compliance with Rules required: By accepting participation as a Selected Submission, the Entrant agrees to and must be available to perform at the Round Two and Final Round performances, and at the Televised 2010 Niagara Falls Live New Year's Eve concert show. If at any time the Entrant becomes unable to perform at any of these performances, or the Administrator becomes aware that the Entrant is not in compliance with these Rules, then the Entrant will be disqualified, and Administrator reserves the right to direct the Round One, Two or Final Judging Panel as applicable, to select another Selected Submission from among the Submissions, or Finalist from among the Selected Submissions, or Winner from among the Finalists.

5. COMPETITION PRIZES

5.1. **Artist Grand Prize:** There will be one Artist Grand Prize available to be won to the winning Finalist ("**Winner**") consisting of the opening live performance spot in the Televised 2010 Niagara Falls Live New Year's Eve concert show broadcast nationally. The approximate minimum value of the Grand Prize is \$35,600 CAD.

5.1.1. The winner of the Artist Grand Prize will be selected on the date of the Final Performance set out in Rule 4.4 above. Artists will be notified that a winner has been selected before December 1st, 2010 by telephone, on a confidential basis. The date of public announcement and awarding of the Artist Grand Prize will be conducted before December 31, 2010.

5.1.2. The Winner agrees to receive no compensation for this performance but will have (if necessary) lodging supplied for band members only (1 night standard double room accommodation, for up to a maximum of 5 band members, choice of lodging at Administrator's discretion and subject to hotel availability). Travel to and from Niagara Falls, and to and from the performance venue, is not included and is the responsibility of Winner. Any additional costs or expenses, including but not limited to applicable taxes, meals, beverages, bar and wine charges, room service, gratuities, merchandise, souvenirs, local and long distance telephone calls, medical and travel insurance together with any required travel documentation, and all personal expenses of any kind or nature, are not included and are the sole responsibility of the Winner. Band members must comply with all Competition Rules.

5.1.3. The Winner will also be offered the option of entering into a standard 2 Song Master Recording Agreement ("**Master Recording Agreement**") with The Orange Lounge Recording Company, a division of 1589343 Ontario Inc. ("**Orange Lounge**"). It is not mandatory for Winner to enter into the Master Recording Agreement in order to accept the prize of the opening live performance spot in the Televised 2010 Niagara Falls Live New Year's Eve concert show. The Master Recording Agreement includes, among other terms:

- recording of two (2) master recordings of songs to be determined mutually by Winner and Orange Lounge
- initial masters recorded at Orange Lounge Studios
- video content of recording filmed and edited
- term of the agreement expires 180 days after delivery to Orange Lounge of initial masters
- Winner will services as a performing artist will be exclusive to Orange Lounge during the term of the agreement, and Winner will not negotiate with any third party for his/her services as recording artist during that term

5.2. **Odds of Winning:** The odds of winning are directly related to the total number of submissions for the Competition, and the selection process to decide the Selected Submissions, Finalists and Winner of the Competition.

6. AWARDING OF PRIZES

- 6.1. **Artist Grand Prize:** to be declared a winner of the Grand Prize, in addition to meeting the Competition eligibility criteria and otherwise complying with the Competition Rules, must fully execute the Administrator's form of release and provide it to the Administrator on the date of the Final Performance set out in Rule 5.1 above.
- 6.2. **Disqualification:** If any of the conditions of these Rules are not met, the selected Entrant will be disqualified and shall not be entitled to receive any prize, and the Administrator reserves the right, in its sole and absolute discretion, to select another eligible entrant as a potential prize winner in accordance with these Rules.

7. GENERAL TERMS AND CONDITIONS

- 7.1. By entering this Competition, the Entrant agrees to grant the Administrators, for any and all content you elect to post on the Website or YouDiscover/inDiscover portal ("**Portal**") which is accessible by the general public including any and all Submissions, your recorded performances and any content created by/with the Administrators in connection to the Competition and the Artist Grand Prize, a transferable, non-exclusive, royalty-free, perpetual, irrevocable, unrestricted, worldwide license to: (a) edit, adapt, modify, translate the Submission, in whole or in part, in any way as determined by the Administrators in its sole discretion; (b) use, reproduce, exploit, make derivative works from, transmit, distribute, publicly perform or display such Submissions, in whole or in part, throughout the universe in perpetuity in any and all manner and media whether known hereinafter devised for any purpose including, without limitation, in connection with the promotion, publicity and exploitation of the Portal and/or your participation in the Competition, without further compensation; and (c) to sublicense to third parties the unrestricted right to exercise any of the foregoing rights.
- 7.2. In addition to the grant of the above license, you hereby: (a) agree to waive any and all moral rights in any such content, Submission and recorded performances in favour of the Administrators; (b) consent to your name, address and e-mail appearing as the contributor of any Submission, where applicable, and to the disclosure and/or display of such information and any other information which appears in or is associated with a Submission or such content or performances in any manner or media; (c) acknowledge and agree that the Administrators are not responsible for any loss, damage, or corruption that may occur to your content or Submissions; and (d) acknowledge and agree that any content or Submissions you provide for exploitation as contemplated herein will be considered non-confidential.
- 7.3. **For Minors:** where an Entrant under the age of majority in his/her province of residence, or in the State of New York if residing there, he or she must have parental or legal guardian consent to his/her participation in this Competition, and to the use or acceptance of any prize. An Entrant who is under the age of majority in his or her province, territory or state of residence may submit an application, provided it is accompanied by a completed waiver and release from his or her parent or legal guardian (attached to these Rules), releasing Administrator from any and all liability of any kind relating to or arising out of Entrant's participation in the Competition, and acceptance, use or misuse of, a prize, and authorizing Administrator and its advertising and promotional agencies and their respective employees or other representatives to broadcast, publish and otherwise use his/her name, photograph, image, performance, submissions to this Competition, statements regarding the Competition or any prize, place of residence and/or voice for publicity purposes, without any form of remuneration. If a minor is selected as one of the Selected Submissions or as the winner of the Artist Grand Prize, the Entrant's parent or legal guardian must accompany the Entrant to Niagara Falls, Ontario and be responsible for his/her care and supervision at all times while on site.

- 7.4. This section only applies to legally permissible content and only to the extent that use and publishing of the legally permissible content does not breach the law. We will not pay you for your Submission or performances. We may refuse to publish, and may remove your Submission or recorded performances from the Website/Portal at any time. For every Submission you make, you must have all rights necessary for you to grant the permissions in this section and required by these Rules.
- 7.5. With respect to any and all content you elect to post or transmit using the Website/Portal, you agree that the Administrator may preserve and disclose any content associated with your account where required to do so by law or where such preservation or disclosure is reasonably believed by the Administrators to be necessary to ensure compliance with the law, enforce the Terms of Use or protect the rights and interests of the Administrator or any other person.
8. **Verification of Entries:** The validity of any entry into the Competition is subject to verification by the Administrator. Any illegible, incomplete or fraudulent entries will be disqualified. Any entrant or other individual who enters or attempts to enter the Competition in a manner which is contrary to these official Competition Rules or which is otherwise disruptive to the proper operation of the Competition or by its nature is unjust to other entrants or potential entrants will be disqualified. All decisions made by the Administrator or their representatives, including without limitation those concerning the eligibility or disqualification of entrants, are final and binding without right of appeal. All entries become the property of the Administrator and none will be returned.
9. **Acceptance of Prizes:** All prizes must be accepted as described in these Competition Rules and cannot be returned, transferred to another individual, substituted for another prize or exchanged in whole or in part for money, except as set out in these Rules. All prizes shall have no cash surrender value.
10. **Substitution of Prizes:** The Administrator reserves the right, in their sole and absolute discretion, and for any reason whatsoever, to substitute for any prize, or part thereof, another prize of equivalent or greater value, including without limitation a cash award.
11. **Number of Prizes/Winners:** By entering the Competition, each entrant acknowledges that the Administrator shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these official Competition Rules. In the event that, for any reason whatsoever (including without limitation, as a result of an error, malfunction or defect in the design, advertising, management, implementation or administration of the Competition, whether mechanical, electronic, human or otherwise) the number of declared winners or the number of prizes claimed by entrants is greater than the number of prizes available, the Administrator reserves the right, in their sole discretion, to end the Competition in whole or in part, without notice.
12. **Other Changes to Competition Rules:** Without limiting any of the provisions set out above, the Administrator reserves the right, in their discretion, to modify, cancel, terminate or suspend the Competition, in whole or in part, in the event of any cause or circumstance, including without limitation any virus, computer bug or unauthorized human intervention or any other cause that is beyond the control of the Administrator, that could corrupt or affect the administration, security, impartiality or normal course of the Competition.
13. **Release and Exclusion of Liability:** By entering or attempting to enter the Competition, each entrant and/or purported entrant agrees: (i) to release, discharge, and forever hold harmless the Administrators and their shareholders from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the entrant's participation or attempted participation in the Competition, compliance or non-compliance with these Competition rules and acceptance and use of the prize; and (ii) if selected as a potential winner, to sign the Administrator's release documentation in this regard

before receiving his/her prize. The Administrator and its shareholders will not be responsible for lost, incomplete, late or misdirected entries or for any failure of the Competition Website or Portal during the Competition Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting death, injury or damage to any person or property arising from, or relating to, that person's or any other person's participation or attempted participation in the Competition. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Competition is a violation of criminal and civil laws and, should such an attempt be made, the Administrator reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

14. **Communication with Entrants:** No communication or correspondence will be entered into with Entrants, other than with Entrants (or their parent/legal guardian, if a minor) who are selected as Selected Submissions, Finalists or Winner.
15. **Applicable Law:** The Competition and any disputes arising there from, shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada and is void where prohibited by law. If any provisions of the Entry Rules are found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect.
16. **Personal Information:** The personal information gathered about entrants in connection with this Competition will be used solely for the administration of the Competition. No communication unrelated to the Competition, commercial or otherwise, will be sent to the entrant, unless the entrant has otherwise authorized the Administrator, as the case may be, to do so. By entering the Competition, each entrant consents to the Administrator's collection, use and disclosures of the personal information provided in Competition entries for the administration of the Competition and awarding of the prize, in aggregated, non-personal form in order to create reports regarding Competition entrant demographics, and in accordance with the inDiscover/youDiscover Privacy Policy and the Niagara Parks Commission Privacy Policy. To view the inDiscover/youDiscover Privacy Policy please visit inDiscover.net or <http://youdiscover.ca/privacy-policy>. To view the Niagara Parks Commission Privacy Policy please visit <http://www.niagaraparks.com/about/privacy.html>.

**RELEASE FOR MINOR ENTRANT
FROM PARENT OR LEGAL GUARDIAN**

I, _____ (first name and surname), the undersigned, attest that I am the parent or legal guardian of _____ (first name and surname), an entrant ("**Entrant**") in the YouDiscover 2010 Niagara Parks Summer Music Concert Series Competition ("**Competition**").

I have read the Competition Rules do acknowledge and agree Entrant has complied with them and meets all of the conditions of eligibility set out in the Competition Rules.

I personally and on behalf of Entrant, release Administrator from any and all liability of any kind relating to or arising out of Entrant's participation in the Competition, and acceptance, use or misuse of, a prize, and authorizing Administrator and its advertising and promotional agencies and their respective employees or other representatives to broadcast, publish and otherwise use his/her name, photograph, image, performance, submissions to this Competition, statements regarding the Competition or any prize, place of residence and/or voice for publicity purposes, without any form of remuneration. If Entrant is selected as one of the Selected Submissions or as the winner of the Artist Grand Prize, Entrant will be accompanied by his/her parent or legal guardian to Niagara Falls, Ontario, who will be responsible for his/her care and supervision at all times while on site.

DATED at _____ (city, province/state) this _____ day of _____ (month), _____ (year).

Signature of Parent or Legal Guardian

Relationship to Entrant

Name:

Address:

City:

Province/State:

Postal Code:

Telephone Number:

Signature of Witness

Name:

Address:

City:

Province/State:

Postal Code:

Telephone Number:

Please fax completed form to:

YouDiscover 2010 Niagara Parks Competition

c/o YouDiscover

Attention: **David Bajurny, President**

Fax No.: **416-504-8972**