

COLLIER HAS TALENT

Contest Rules and Eligibility

By participating in this Contest, Entrant: (a) agrees to be bound by these Rules and by the interpretations of these Rules by Sponsor and by the decisions of Sponsor and/or Judges; (b) acknowledges compliance with these Rules; (c) represents and warrants that he or she meet all the eligibility criteria set forth in these Rules; and (d) agrees to comply with any and all applicable federal, state and local laws, rules and regulations.

1. Eligibility.

- The Contest is open to residents of Collier County age 14 or older.
- Proof of residency and age are required, including valid photo identification, or if a minor, a school photo identification showing grade. The Sponsor reserves the right to request additional proof of age and residency to the satisfaction of Sponsor.
- Entrant must not be subject to any contractual arrangement, in the Sponsor's sole discretion, that would prohibit Entrant from participating in the Contest, including consent to all Rules and Waivers hereunder.
- If an Entrant is under the age of 18, a parent or legal guardian must accompany and be present with the minor at all times during the Contest (no exceptions).
- The Sponsor reserves the right to exclude, at its sole and absolute discretion, any individual or group from the Contest for any reason or for no reason at all. Sponsor reserves the right to change the terms and conditions of the Contest at any time.
- Sponsor will determine in its sole discretion, what constitutes a valid entry.

2. Entry. All Entrants must return a completed and signed *Contest Rules and Eligibility Form*.

- Contestants under age 18, must have a parent or legal guardian execute this form.
- Group acts must submit their *Competition Rules and Eligibility Form* together.
- Applications must be submitted online at www.CollierHasTalent.com no later than August 15, 2019.
- Not all Applicants are guaranteed a performance and acceptance is at the sole discretion of the Sponsor.
- LIMIT: One (1) entry per person or group.

4. Content of Performance(s). The following guidelines for Performances shall apply, and are subject to revision from time to time in the sole and absolute discretion of Sponsor:

- Performances for the Contest may include, but are not limited to, singing, instrumental, music, dance, magic and comedy. NOTE: lip-syncing is not permitted.
- Recommended performance length is 3 minutes. Acts must be no more than 5 minutes.
- Maximum number of participants in an act is 6.
- Absolutely no profanity or insensitive subject matter will be permitted.
- Costumes must be appropriate for all age groups. This is a community event.
- Acts are responsible for their own props, costumes and equipment unless otherwise notified

- Acts requiring recorded music, the music must be provided to Sponsor staff at the beginning of the evening of the performance. The music must be labeled with Entrant's name and song name.
- It is the Entrant's responsibility to get the accompanying music back after the show

5. Prohibited Content. This is a family-friendly environment and any performance act or contestant who exhibits behavior that is deemed inappropriate will be asked to leave and forfeit his/her/their participation in the audition and competition. Performances must **NOT** contain:

- advertising or commercial content for any party;
- content that endorses/promotes illegal or harmful activity;
- violent, profane, vulgar, obscene, defamatory or otherwise objectionable material;
- adult material;
- messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate;
- violates any law.

6. Contest Dates. Accepted acts will be scheduled to perform on one of the following dates at Celebration Park Naples between the hours of 7pm and 9pm: July 16, 17, 23, 24, 30, 31; August 6, 7, 13, 14.

- Contestant(s) will be notified at least one week prior to their scheduled date of performance.
- Sponsor reserves the right to cancel any/all performances and/or schedule additional performances.
- Sponsor will use its best efforts to accommodate a particular date or date(s) requested by Entrant; however, Sponsor shall be under no obligation to guarantee a specific date for Entrant's participation in the Contest.

7. Judging.

- The contestant with the highest number of votes from each of the above nights, to be selected by the audience via live vote, will proceed to the finale event on August 24, 2019.
- The finale will be judged by the audience and a panel of judges.
- Prizes shall be as follows: (i) First Prize: \$5,000; (ii) Second Prize: \$500; and (iii) Third Prize: \$250.
- In all cases, decisions of the judges and/or audience will be final, as finally determined by the Sponsor, in its sole discretion.

8. Prohibited Items. No person shall be permitted to bring into Sponsor's facility any alcoholic beverages or anything which shall be deemed a hazard or danger to others. Items that are not permitted include weapons of any type, including guns, knives and explosives, as well as gasoline, oils, or other ignitable or dangerous substances. Possession of any of these items will result in immediate ejection, removal from the Contest and possible arrest. Prohibited items not permitted during the Contest that may be deemed a risk or nuisance include the following: open flames, smoking, aerosol cans, balloons (air or helium), confetti or glitter, fireworks, illegal substances, laser pointers, offensive or profane language or images on signs or clothing or umbrellas.

9. **Force Majeure.** In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding the prize or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Contest altogether. If the Contest is terminated before the designated end date (August 24th), Sponsor may, in its sole and absolute discretion, either elect to not award any Prizes, judge all eligible, performances as of the date of the event giving rise to the termination so as determine winners. Inclusion in such judging shall be each Entrant's sole and exclusive remedy under such circumstances.

10. **License.** By submitting, participating, and performing in the Contest, Entrants grant Sponsor and/or the participating partners of the Competition, if any; a perpetual, worldwide, irrevocable, royalty-free license to transform, edit, modify, reproduce, distribute, transmit, publish, broadcast, perform, display, or otherwise use the Audition performance with or without modifications, in any form or medium whether now existing or later developed. Specifically, acceptance of a prize constitutes permission for Sponsor and its designees to use winner's name, image and likeness for purposes of advertising, promotional activities and other purposes in any and all media now or hereafter known throughout the world for a period of two (2) years from the conclusion of the Competition, without further compensation, notification or permission unless prohibited by law.

11. **General Release and Limitations of Liability.** Entrant acknowledges and agrees that the Sponsor, their agencies, web masters/suppliers, contractors and vendors are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected, or illegible submissions or for failure to receive or review submissions due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with Entrant, Sponsor, or otherwise, that may limit a participant's ability to participate in this Contest; (ii) any injury or damage resulting from participation in the Contest (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the participant's rights of publicity or privacy); or (iii) any claim by Entrant for defamation or portrayal in a false light. In no event will the Sponsor, its affiliates, subsidiaries and related companies, their advertising or promotion agencies, web masters/suppliers, vendors, contractors or their respective officers, directors, employees, representatives and agents be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of Entrant's participation in the Contest.

11. **Governing Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions, or the rights and obligations of Entrants in connection with the Contest or in connection with any audition or other material submitted in connection with the Contest, shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice of law or conflict of law, rules or provisions that would cause the application of any other state's laws.

12. **Arbitration Provision:** By participating in this Contest, each Entrant agrees that any and all disputes the Entrant may have with, or claims Entrant may have against, the Sponsor relating to, arising out of or

connected in any way with (i) the Contest, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "Forum") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location in Florida or at such other location as may be agreed by Sponsor. The arbitrator's decision shall be controlled by the terms and conditions of these Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Contest. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the participant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award punitive damages against the Entrant or Sponsor. If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. Entrants irrevocably waive all rights to a jury trial.

12. **Partial Invalidity.** The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these terms and conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

By signing below, Entrant and Parent/Guardian if applicable, agrees as specifically agrees as follows:

In consideration for being accepted as a contestant in Collier Has Talent Contest, I, an Entrant and/or a parent/guardian of the minor Entrant, individually named below, do hereby release Sponsor and its directors, staff, sponsors, employees, judges and volunteers from any and all claims for damages directly or indirectly resulting from Entrant participating in the contest including, but not limited to, any personal injury or death resulting from any participation in any talent competition related activities and for any claims of misrepresentation or breach of contract. I hereby acknowledge that I have received and read the rules of the competition and enter the competition willing to comply with the rules.

In addition, I hereby certify that I have read and agree to follow the rules, conduct and understand and agree to abide by and respect the judges' rulings and decisions as final.

If I am a parent signing on behalf of a minor child, I agree to indemnify, hold harmless and defend Sponsor and its staff, employees, volunteers, sponsors, judges, individual members and Directors against any and all claims arising out of, or resulting from my or my child(ren)'s participation in the Contest.

Signature(s) of all Participants

_____ Date
Signature

Printed

_____ Date
Signature of Parent or Guardian if applicable

Printed

ADDITIONAL PARTICIPANTS (IF APPLICABLE)

Date
Signature

Printed

Date
Signature of Parent or Guardian if applicable

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