

HCA Battle of the Bandwidth Rules

1. The Battle of the Bandwidth is an online video submission contest ("the Contest") sponsored by Highland Center for the Arts ("HCA"). Prizes are courtesy of Highland Center for the Arts and the Contest Sponsors: Lane Gibson Recording and Mastering and Hardwick Public Access Television. By participating in the Contest and submitting a video performance to HCA, each participant agrees to be bound by these Rules and to the decisions of HCA and the panel of judges selected by HCA, and those decisions are final and binding.

2. To enter, an Entrant must upload an embeddable, publicly viewable Video to YouTube prior to 11:59 p.m. EDT on May 31, 2020. Each Entrant (or a member of Entrant, if a group) will be required to sign-in to YouTube to post a Video; if an Entrant (or a member of an Entrant, if a group) does not already have a YouTube account, Entrant (or a member of Entrant, if a group) will be required to create one. After uploading a Video, an Entrant (or any member of an Entrant, if a group) must complete and submit the official HCA entry form, using the instructions provided on the entry form. Entrants must fully provide all information required by the entry form, including: Entrant's name (or the name of all members of an Entrant, if a group); the name of the Entrant's group, if applicable; the name of the song performed in the video; a link to the Video hosted on YouTube; an e-mail address and telephone number code for the Entrant; and a certification that the Entrant (or all members of an Entrant, if a group) meet the eligibility requirements of these Rules.
 - a. HOW TO ENTER. To enter, an Entrant must submit a short video under six (6) minutes in length, depicting that Entrant's performance of a single, original song (the "Video"). The song must be "original," as defined by copyright law, and the Entrant must own and control all composition and publishing rights in the music. Videos must:
 - i. contain a song that is the Entrant's original work (covers will not be accepted);
 - ii. be a maximum of six (6) minutes in length;
 - iii. be uploaded to YouTube in any format acceptable to YouTube; and
 - iv. comply with YouTube terms of service and specifications for user submissions and/or video uploads, located at <http://www.youtube.com/t/terms>, or as may otherwise be posted on YouTube's website.
 - v. comply with any applicable laws, rules or ordinances imposed by the State or locality in which the video is filmed and produced regarding social gathering limits and other applicable restrictions.

 - b. Videos must NOT:
 - i. contain material that violates or infringes another's rights, including, but not limited to, material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright or trademark infringement;
 - ii. feature any music that is not originally written, performed, and produced by Entrant; or

- iii. include third parties, including but not limited to minors, celebrities, and friends who have not expressly authorized Entrant to display their image, likeness, or voice in any submitted Video or otherwise use such image, likeness, or voice in accordance with these Rules.
 - c. By entering, each Entrant represents and warrants that such Entrant's entry (and HCA's use thereof) does not and will not defame or otherwise violate the rights of any third party, and does not and will not violate any federal, state, or local laws or ordinances. Each Entrant further represents and warrants that such Entrant has secured the requisite consent from any third party referenced or appearing in such Entrant's Video, any other musicians appearing in the Video, and any individual who created the Video. HCA reserves the right to disqualify any entry if HCA cannot establish that such entry complies with the Video requirements and other terms of these Rules.
 - d. HCA reserves the right to reject any submissions which, in the sole judgment of HCA, contain indecent or inappropriate language, material or visual depictions.
3. The initial judging and public voting for Entrants' submissions begins on June 7, 2020, and ends at 11:59 p.m. EDT on June 21, 2020. During this time, public voting for video submissions takes place and eligible submissions will be reviewed by the initial panel of judges, selected in the sole discretion of HCA. The initial panel of judges will select nine (9) semifinalists from among the eligible submissions, and the submission receiving the most votes from the public voting process will become one of the 10 semifinalists.
4. A second panel of three judges will select the two best submissions from among the 10 semifinalists on July 1, 2020. HCA will contact the Grand Prize winner and Second Prize winner using the email contact information supplied by Entrants on the HCA entry form. Alternate winners will be selected in the event that HCA is unable to contact either of the prize-winning Entrants. Winners will be publicly announced on or about July 2, 2020.
5. **ELIGIBILITY.** The Contest is open only to individuals or a group of individuals (each an "Entrant") who are at least eighteen (18) years of age at the time of entry, or, if any entrant is under the age of 18 years, the entrant must supply the email address and telephone number of the entrant's parent or legal guardian, who will be contacted to provide consent for participation by the entrant. The following individuals are not eligible to enter or win a prize: employees, representatives, agents, directors, and officers of HCA or the Sponsors and each of the immediate family members of such excluded individuals (i.e., spouses, parents, children, siblings, and the "steps" of each)
6. Each Entrant (or member of an Entrant, if a group) represents and warrants that there are no limits on the rights of the Entrant (or member of an Entrant, if a group) to enter this Contest, nor will any Entrant (or member of an Entrant, if a group) enter into any agreement or assume any obligation that limits the right or ability of that Entrant (or member of that Entrant, if a group) to

participate in the Contest, perform, or grant to HCA the rights specified in these Rules, which include the rights set forth in Section 9 of these Rules. The Grand Prize Winner must be available to perform in Greensboro, Vermont on a date to be determined by HCA.

7. GRANT OF RIGHTS. In consideration of an Entrant's Video being reviewed and evaluated for this Contest, each Entrant (and all members of an Entrant, if a group) hereby grants to HCA a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete, or display such Video, or any portion thereof, or the musical composition contained therein, in any media now known or hereafter devised and for any purpose, including advertising or promotions, and to use the name, likeness, voice, biographical information, and image of Entrant (and all members of an Entrant, if a group) and any other persons who appear in such Entrant's Video in any media now known or hereafter devised and for any purpose, including advertising or promotion of HCA.
8. Each Entrant (or a member of the Entrant, if a group) must be the rightful owner of the YouTube account and of the e-mail address registered with the YouTube account used to post and upload the video submission. In the event of a discrepancy between the identity of an authorized YouTube account holder and the identity of entrants/individuals/group members selected as winners, HCA reserves the right to determine whether the entry is valid, or to declare the entry invalid and select an alternate winner for either the Grand Prize Winner or Second Place Winner.
9. PRIZES. **One (1) "Grand Prize"**: The Grand Prize winning Entrant (including all members of the grand prize winning Entrant, if a group) (the "Grand Prize Winner"), will receive the opportunity to headline a performance on HCA's MainStage theater ("the Performance"), receive a cash prize of \$600.00, and receive a video and multitrack audio raw recording of Entrant's performance, produced by HCA's sponsor, Hardwick Public Access Television. Entrant must perform, as part of the HCA performance, the song depicted in Entrant's video submission. The exact date and time for the Performance will be determined by HCA in its sole discretion. The timing of the Performance will depend on guidance and best practices that HCA receives regarding the ongoing COVID-19 health crisis.
One (1) "Second Prize": The Second Prize winning Entrant (including all members of the second prize winning Entrant, if a group) will receive eight hours of studio time at Lane Gibson Recording and Mastering in Charlotte, Vermont, at a date and time to be jointly determined by the Entrant and Lane Gibson Recording and Mastering. Any additional services, including mixdown, mastering or additional engineering services are not included as part of the prize, and may be separately negotiated between Entrant and Lane Gibson Recording and Mastering.
10. PRIZE RESTRICTIONS. All prize winners will be solely responsible for any and all federal, state, and/or local taxes, and all fees and expenses resulting from acceptance of any and all prizes associated with this Contest, including but not limited to travel expenses incurred to and from Greensboro, Vermont or Charlotte, Vermont. Prizes cannot be substituted or redeemed for cash. With respect to any musical equipment the Grand Prize Winner requires to perform, the Grand Prize Winner is solely responsible for shipping or transporting any equipment necessary to perform at each of the Performance. Sponsors may decide, in their sole discretion, to provide or transport equipment where feasible, but Sponsors have no obligation to do so.
11. By submitting an entry, each Entrant agrees to indemnify, defend, release, discharge, and hold harmless HCA and its Sponsors, and their agents, employees and officers, from any and all claims

and liabilities arising from or in connection with participation in this Contest, including, without limitation: (a) claims for injury, loss, or damage of any kind resulting from participation in this Contest or acceptance or use of any prize; and (b) claims based on rights of privacy, rights of publicity, false light, defamation, copyright, and/or trademark infringement relating to the submission or exploitation of the Entrant's Video.

12. This Contest is in no way sponsored, endorsed or administered by, or associated with YouTube. Any questions, comments or complaints regarding this Contest should be directed to HCA and not to YouTube.