

2009 Broadway at the Beach Jingle Contest  
Official Contest Rules

Jingle Contest (the "Contest")

Jingle Contest Promoter: Broadway at the Beach ("BATB")  
Jingle Contest Promoter Address: 1325 Celebrity Circle, Myrtle Beach, SC 29577  
Telephone: (843) 444-3200

Broadway at the Beach ("BATB") will conduct the Contest substantially as described in these rules, and by participating, each contestant (as defined below) agrees as follows:

**Description of the Contest:** BATB is running a contest to solicit submissions for jingles to be considered for usage in future marketing and promotional purposes by BATB.

**Dates of Contest:** The Contest will begin on or about Saturday, October 24, 2009 and end on or about Tuesday, November 22, 2009. NO PURCHASE NECESSARY. PURCHASE DOES NOT INCREASE ODDS OF WINNING. Void where prohibited. All decisions of the judges will be final.

**Entry Guidelines:** Register and upload your original song or jingle by logging onto Broadway at the Beach website at [www.BroadwayAtTheBeach.com](http://www.BroadwayAtTheBeach.com). Each person who enters the Contest is referred to as a "Contestant." In addition to the eligibility requirements, each jingle submitted must adhere to the criteria listed below in order to be an eligible entry of the Contest.

**Jingle Entry Criteria:** Beginning on Saturday, October 24, 2009 you may submit a jingle meeting the following requirements:

- Submit one original song or jingle.
- Jingle should be no longer than :30 seconds in length.
- Jingle should be submitted in mp3 format.
- Finalists must be available to perform at final event on Saturday, December 5, 2009 beginning at 10:00am. All contestants under age 18 must be accompanied by a parent or guardian at the event or will be disqualified.

Jingle must be FCC acceptable, including no use of indecent or obscene material or language. No content or material will be accepted for consideration that is illegal, sexually explicit material, or by law would be deemed to be obscene, profane or pornographic. No content which is abusive or harassing towards any individual or group of individuals regarding race, sex, religion, creed, national origin, age, disability, gender identity or expression, sexual orientation or any legally protected classification. Specifically this prohibition includes, but is not limited to, epithets or slurs, threats, intimidations, or hostile acts.

BATB reserves the right to reject any entry, in their sole discretion, based on current broadcast standards and other programming and operating practices and policies established by BATB including failure to comply with the foregoing paragraphs.

**Ownership in Jingle and Licenses Granted:** By entering the contest, you are verifying that you are the owner and producer of the submitted material and that no third party ownership rights exist to the entry submitted. You retain all ownership rights that you have in your jingle if you have created your jingle yourself.

**However, by submitting the jingle, you hereby grant to BATB a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content and the Contest in any form (including any title of the jingle and your name and likeness), in all media now known or hereinafter created, anywhere in the world, for any purpose. Winning the Contest DOES NOT guarantee that BATB will utilize the winning jingle entry for marketing**

**purposes. If BATB elects to use the jingle for marketing purposes, BATB will have the jingle, including lyrics and melody, professionally produced without the involvement of the Contestant.**

**Publicity Release:** Additionally, you agree to grant to BATB all rights to use the jingle that you submit, and the image, likeness, voice, name and photographs in the Jingle or otherwise submitted or provided by you in any publicity or advertising relating to the jingle or BATB and the Contest, without compensation or approval (except where prohibited by law).

**How to Enter:** Register by logging onto BATB's website at [www.BroadwayAtTheBeach.com](http://www.BroadwayAtTheBeach.com) and follow the Contest links, complete the online registration form, set up an account with username and password, upload your jingle in accordance with the entry guidelines set forth above. Deadline for online registration is 11:59 p.m. on Sunday, November 22, 2009.

Valid Contest entries must contain all information requested. Incomplete entries will be disqualified. Only one Contestant entry per person and any prize awarded in the Contest will only be made to the Contest entrant. Contestant must be the owner of the material submitted including the jingle. No licensed materials will be accepted.

**Contest Procedures:** Between October 24, 2009 and November 22, 2009 all jingle submissions will be reviewed by the BATB marketing staff. Those jingles which adhere to the criteria listed above will be approved for Contest entry and posted on [www.BroadwayAtTheBeach.com](http://www.BroadwayAtTheBeach.com)

Those approved for Contest entry and posted on [www.BroadwayAtTheBeach.com](http://www.BroadwayAtTheBeach.com) are also eligible for The People's Choice award. The general public will be invited to vote online for their preferred jingle choice. Winning The People's Choice award does not imply or guarantee winning the Grand Prize.

Between November 23, 2009 and November 29, 2009, the BATB marketing staff will determine the top twenty-five (25) semi-finalists from all submissions approved for Contest entry (one of which will be the winner of The People's Choice award). Those top twenty-five (25) entries will be judged between November 30, 2009 and December 3, 2009 by a panel of nine (9) judges who will determine the Grand Prize winner.

**Finals:** On Saturday, December 5, 2009, around 10:00am the top ten (10) finalists as determined by the panel of nine (9) judges will perform their jingle live in the Broadway Commons area at Broadway at the Beach in front of a live audience. Microphones and sound equipment will be provided for the performance. Musical equipment and instruments must be provided by the finalist. Immediately following the live performances, the entry chosen by the panel of nine (9) judges as the Grand Prize winner will be announced.

#### **Prize Winners:**

1. The People's Choice Winner will be the finalist who accumulates the most online votes from the general public and will receive a \$300 BATB gift card as the winning prize.
2. The Grand Prize winner will be the finalist who accumulates the most votes from the panel of nine (9) judges and will receive \$1,000.00 as the winning prize.

Prizes are not transferable, redeemable for cash or exchangeable for any other prize. If a winner cannot be contacted or is disqualified, BATB reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion.

**Eligibility and Limitations:** Participants and winner(s) must be U.S. residents. Parties to any agreement with a third party record label, production company, publishing company, or any other third party agreement which may interfere with participation in this Contest and/or receipt of the prizes awarded are not eligible to participate or win. Only one (1) entry per person. Employees of BATB, their advertising agencies and employees, and members of the immediate family of any such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children,

grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

**Delivery Disclaimer:** BATB disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by electronic transmission or other delivery method. BATB is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest.

**Publicity and Use of Personal Information:** By participating, where allowed by law, all participants and winner(s) grant BATB exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that BATB may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

**Voting Contests:** By participating in the voting portion of the Contest, each voting participant agrees to be bound by the official contest rules. Voting is limited to one vote per verified email address. If an entrant receives multiple and/or irregular votes generated by a robotic, programmed, script, macro, other automated means or other source, BATB reserves the right to disqualify the entrant in its sole discretion.

**Release:** By participating in the Contest, each participant and winner waives any and all claims of liability against BATB, its affiliates, employees and agents, sponsors, officers, members, agents, and representatives for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize. In order to receive a prize, participants must sign an official waiver form provided by the Company.

**Taxes:** Any valuation of the prize(s) stated above is based on available information provided to BATB, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prizes which are not specifically provided for in the official rules. Each winner must provide BATB with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600.00 in prizes from BATB will receive a W-9 prior to accepting their prize and a copy of such form will be filed with the IRS.

**Conduct and Decisions:** By participating in the Contest, participants agree to be bound by the decisions of BATB. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. BATB will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and BATB's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of BATB, BATB reserves the right to terminate this Contest, or make such other decisions regarding the outcome as BATB deems appropriate. All decisions will be made by BATB and are final. BATB may waive any of these rules in its sole discretion.

**Miscellaneous:** Each winner must submit proof of eligibility, sign the Company's release form and complete the W-9 to claim the prize. BATB may substitute prizes, amend the rules or discontinue the Contest at any time as announced by BATB. BATB disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, visit the business office of BATB during normal business hours or mail a written request with a

stamped, self-addressed return envelope to BATB's address, listed above. All entries become the property of BATB and will not be returned.

**Compliance with Law:** The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. BATB shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific disclaimers, providing specific written information about the Contest, etc. as required by local and state law.