



The Hoschton Talent Competition Official Rules

PARTICIPANTS MUST:

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| 1 – live within a 20-mile radius of the Hoschton Depot | 4 – perform in preliminary round(s) of the competition |
| 2 – be ten years of age or older (Children under the age of 18 must have a signature of a parent or legal guardian.) | 5 – pay an entry fee of \$10 to participate |
| 3 – perform for no more than 3 minutes with a talent in good taste | 6 – provide own accompaniment |
| | 7 – dress appropriately |

Employees and agents of the sponsors, any prize sponsor, and any entity involved in the development, production, implementation, administration or fulfillment of the Contest and their immediate family members and/or those living in the same household of such persons, whether related or not, are not eligible to enter the Contest.

The Hoschton Fall Festival Committee will hold the first preliminary talent tryout on **September 8, 2011** at the New Community Church at 6:30 p.m. Three judges will determine if you have the talent to be a part of the Hoschton Talent Stampede. Contestants will be given a time for your competition and you are expected to arrive 15 minutes before the time given. (Small fee charged to attend the tryouts.)

Twenty finalists will be chosen to compete in the finals. The finalists will be announced in the local newspapers and on the radio.

The final round of competition will be held at Hoschton First Baptist Church Hwy. 53, Hoschton on **September 17, 2011** at 7 p.m.. (A Fee of \$5 or more to attend the event will be charged at the door or advanced tickets sold. No free passes will be given.) The same three individuals will judge the final round.

HOW TO REGISTER: Any individual wishing to participate in the Contest must first complete the registration form and submit it to the City of Hoschton or other designated location by the due date of **September 1, 2011**. Participants must sign the application agreeing to all rules and regulations and to allow the sponsors to produce a video and/or CD of the performance for possible sale to the public.

CONDITIONS:

Each Contest allows ownership of any Video or CD made of this competition and:

- i. irrevocably grants to the City of Hoschton, the Festival Committee, other sponsors, legal representatives, assigns, agents and licensees, the royalty-free, non-exclusive, sub licensable, unconditional, perpetual and transferable right and license to copyright (only as applicable), reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entrant's name, address, image, voice, likeness, statements, biographical material and Contest Entry Materials, including, but not limited to, a video or digital recording and performances contained in any of the above items, as well as any additional photographic images, video images, portraits, interviews or other materials relating to the Entrant and arising out of his/her participation in this Contest (with or without using the Entrant's name) (collectively, the "Additional Materials") (in each case, as submitted or as edited/modified in any way, whether by the City of Hoschton and other sponsors, their licensees, or assigns, in the City of Hoschton's sole discretion) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the Entrant or any other party.
- ii. irrevocably grants to the City of Hoschton, the Festival Committee, other sponsors, legal representatives, assigns, agents and licensees, the worldwide, royalty-free, non-exclusive, sub licensable, unconditional, perpetual and transferable right and license to use the Contest Entry Materials for advertising, promotional or commercial purposes, including without limitation, the right to publicly display, perform, reproduce and distribute the Contest Entry Materials in any media format or medium and through any media channels.
- iii. forever waives any rights of privacy, intellectual property rights, and any other legal or moral rights that may preclude City of Hoschton's use of the entrant's Contest Entry Materials or Additional Materials, or require the Contest Entrant's permission for Promotion Entities to use them for promotional purposes, and agrees to never sue or assert any claim against the City of Hoschton and other sponsors' use of those Materials;
- iv. acknowledges and agrees that (a) Sponsor has access to and/or may create or have created literary, film, tape and/or other materials, ideas and concepts which may be similar or identical to the Contest Entry Materials in theme, idea, plot, format, characters and/or other respects; (b) the Contest Entrant will not be entitled to any compensation or other consideration because of the use by Sponsor of any such similar or identical material, ideas and/or concepts; and (c) Sponsor's use of material containing elements similar to or identical with those contained in the Contest Entry Materials or any Video shall not obligate Sponsor to negotiate with nor entitle Participant to any compensation or other claim;
- v. agrees to indemnify and hold the City of Hoschton, the Festival Committee and other sponsors and their respective affiliates, officers, directors, agents, and any of their employees, harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the aforementioned group arising out of or in connection with (a) any Contest Entry Materials or Additional Materials (including, but not limited to, any and all claims of third parties, whether or not groundless, based on the submission of such other material); (b) any breach by Entrant of any warranty, agreement or representation contained in the Official Rules or terms of service or in any documentation submitted by Participant; (c) the entrant's conduct during and in connection with this Contest, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation; or (d) the acceptance of any prize.

SPONSOR'S RIGHT TO DISQUALIFY: At any time during the Contest, the Sponsor reserves the right, in its sole and unfettered discretion, to disqualify and remove any contestant that it believes uses any inappropriate content, infringes the rights of any third party, or otherwise does not meet any other requirements in these Official Rules. The decisions of the Sponsor and Judges on this and all matter relating to the Contest including the chosen winners are final and binding.

FIRST ROUND FINALIST SELECTION PROCESS: All eligible participants will perform on the Contest Site starting **September 8, 2011** in the first round of competition on **September 8, 2011**. More than one preliminary round may take place due to the number of registered participants

GRAND PRIZE: One Grand Prize will be awarded. The Grand Prize winner will receive \$ ____ in cash and other prizes contributed by sponsors. Prize consists of only those items specifically listed as part of the prize. No substitution or transfer of prize is permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable. All federal, state and local taxes on prizes are the sole responsibility of the winner. Participant acknowledges and agrees that as a condition of being awarded the Grand Prize, **Winners will perform for the Hoschton Fall Festival audience on September 24, 2011 at least 1 time during the event.**

GENERAL RULES: The Contest is governed by and subject to the laws of the United States. All federal, state and local laws and regulations apply. Void where prohibited by law. All Finalists and Grand Prize winner will receive an IRS 1099 for the value of their prizes. By participating in the Contest and/or accepting any prize, participants grant permission to Sponsor and its advertising and promotion agencies to use their name, likenesses, Videos and any other material submitted in connection with the Contest for purposes of advertising, publicity and promotion purposes, without further compensation to Entrant, unless prohibited by law. Participants agree to be bound by the Official Rules and the decisions of the judges, which are final and binding on all matters relating to the Contest. Sponsor is not responsible for any typographical or other errors in the printing of the offer, administration of the Contest or the announcement of the prizes, or for lost, late, misdirected, damaged, incomplete or illegal entries.

The City of Hoschton reserves the right at its sole discretion to disqualify the Contest Entry if any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating the Official Rules; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any City of Hoschton property or service, or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Further, the Festival Committee for the City of Hoschton reserves the right to disqualify any entry which, in the Committee's sole opinion, is deemed to be offensive, libelous, slanderous, inflammatory, or otherwise inappropriate in any way for this Contest.

DISPUTES/GOVERNING LAW:

Except where prohibited, as a condition of participating in this Contest, Participant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Contest, or any prize awarded, or the determination of winners shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will Participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g., costs associated with entering this Contest), and Participant further waives all rights to have damages multiplied or increased.

All issues and questions rights and obligations of Participant in connection with this Contest shall be governed by, and construed in accordance with, the laws of the State of Georgia, U.S.A., without giving effect to the conflict of laws rules thereof and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Georgia, County of Jackson.

The parties waive rights to trial by jury in any action or proceeding instituted in connection with these Official Rules and/or this Contest. Any controversy or claim arising out of or relating to these Official Rules and/or this Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Georgia, County of Jackson, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

PLEASE PRINT YOUR E-MAIL ADDRESS CLEARLY.

The Hoschton Talent Competition Application Form



PLEASE PRINT CLEARLY.

Name of Participant _____
Home Address _____
City _____ State _____ Zip _____
E-mail Address _____
Phone Number _____ Cell _____
Describe talent _____

Adults -18 years of age or older

In participation with the City of Hoschton's Fall Festival, I do hereby understand and assume all risks and responsibility for myself. Furthermore, I agree to, and will at all times, indemnify, save and hold harmless the City of Hoschton, its officers, agents, and employees from all liability, claims, demands and cost of every kind and nature, including attorney's fees at trial or appellate levels and all court costs arising out of injury to, or death of persons, and damage to any and all property including loss of use therefore, resulting from or in manner arising out of or in connection with activities or use of the City's facilities during the Fall Festival. In addition I covenant not to sue and agree not to pursue any claims against the City, its officers, agents or employees, in the event of any damage, injury, or expense. This indemnity and covenant shall be binding upon by successors, assigns, heirs, executors and administrators.

I understand the rules and regulations of this competition and do hereby agree to abide by all things listed in this agreement. I am 18 years of age and understand all matters wherein.

Signature

Parental Authorization

_____, a minor, has my permission to participate in the Hoschton Fall Festival.

I, the parent and/or legal guardian of _____, a minor, understand the nature of the activities or tasks involved and the minor's experience and capabilities and believe the minor to be qualified, in good health and in proper physical condition to participate in such activity or task. I hereby release, discharge, covenant not to sue and agree to indemnify and save and hold harmless, the City of Hoschton, its officials, agents, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity or task takes place, (each considered one of the "releasees" herein) from all liability, claims, demands, losses or damages on the minor's account caused or alleged to be caused, in whole or in part, by the negligence of the releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the releasees named above, I will indemnify, save and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage or cost any may incur as a result of any such claim. This waiver shall be binding upon by successors, assigns, heirs, executors and administrators.

My child is between the age of 10 and 18 and I, as the parent or guardian, understand the rules and regulations of this competition and do hereby agree that my child will abide by all things listed in this agreement.

Parent/Guardian Signature

Date

All dates, times, places and aspects of this event are subject to change without notification.