

WOTV Idol 2019 Official Rules

1. Sponsors. This contest (“Contest”) is sponsored by WOTV (“Station”), 120 College Ave SE Grand Rapids, MI 49503 and Kellogg Community Credit Union P.O. Box 140 Battle Creek, MI 49016 (collectively, the “Sponsor(s)”). This Contest is void where taxed, restricted, or prohibited and is subject to all local, state, and federal laws. By entering, each entrant accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor(s), which shall be final and not subject to appeal.

This local Contest is NOT sponsored by American Idol. Local winners in this Contest are not guaranteed any appearance on American Idol. Details regarding American Idol auditions and the terms and conditions are available at: www.americanidol.com and <https://fmna.etribez.com/ag/fmna/ai2abc/welcomeOnsite.html>. By submitting an online entry in this Contest, **entrants acknowledge they have read and agree to terms and conditions separately established by American Idol.**

2. Eligibility. No purchase necessary to enter. The Contest is open to permanent legal U.S. residents who reside within WOTV’s viewing area and who are 15-28 years old by June 1, 2019, which means an eligible entrant was born on or between June 2, 1990 and June 1, 2004. Entrants under the age of 18 years old at entry must have parental/legal guardian consent to be eligible. If an entrant was born before or after this window, that individual is not eligible to participate in this promotion.

Current or former employees of WOTV, Nexstar Media Group, Inc. and its subsidiaries, the other Sponsors, the other television and radio stations and multichannel video programming distributors in WOTV’s viewing area, their parent companies, subsidiaries, affiliates, advertising or promotional agencies (including anyone who prepares and/or distributes Sweepstakes materials), Industrial Media Inc. and all majority owned subsidiaries (including, but not limited to, 19 Entertainment Limited, 19 Entertainment, Inc., 19 Recording Services, Inc., 19 Recordings Limited, 19 TV Limited, 19 Recordings, Inc., and 19 Publishing, Inc.) (collectively, the “19 Companies”); (b) American Idol Productions, Inc. (“Producer”); (c) American Broadcasting Companies, Inc. (“ABC”); (d) FremantleMedia North America, Inc. (“Fremantle”); (e) Telescope Inc.; (f) any of the foregoing entities’ respective parents, subsidiaries or affiliated companies (including, without limitation, The Walt Disney Company and its affiliates), and the immediate family members or persons living in the same household (whether related or not) of all the foregoing are not eligible to participate or win. The term “immediate family members” includes spouses, grandparents, parents, siblings, children and grandchildren.

Prior American Idol participants, individuals currently under a contract prohibiting them from performing in public or current candidates for public office are not eligible to participate in this promotion.

Participants are eligible to win a WOTV contest or sweepstakes only once every 30 days. Only one (1) winner per household is permitted in any contest or sweepstakes. Participants are eligible

to win a prize valued at \$600.00 or more only once every six (6) months. Text, data, or messaging rates may apply.

3. Entry. This Contest will accept in person entries between 3:00pm-7:00pm EST on the following days:

- 1) September 10, 2019, at the Downtown Kalamazoo Studio, located at 151 S. Rose St. Kalamazoo, MI 49007, and
- 2) September 11, 2019, at the Media Arts Center, located at 101 Monroe NW, Grand Rapids, MI 49503.

To enter the Contest, entrants must go to one of the locations listed above to complete an entry form **and** perform a live sixty (60) second singing audition. Entrants must include their name, phone number, e-mail address, date of birth and home address and be prepared perform live a sixty (60) second song, entrant's choice and a capella (no musical instrument accompaniment).

Eligible entrants under the age of 18 years old at entry must have a parent or legal guardian present at the point of entry and throughout the auditions to be eligible. All auditions must conform to the audition restrictions below in order to enter. Incomplete or non-conforming entries will not be considered.

There will be three (3) audition phases, including the open audition, the semi-finalist and the finalist phases, in this Contest. Eligible entrants must be willing and able to participate in all three phases. The winner of this Contest must be willing and able to travel to and participate in an American Idol Audition, date, time and location to be determined at a later date by and at the sole discretion of the Sponsors. If the Contest winner is under the age of 18 years old, he or she must have a parent or legal guardian present at the American Idol audition.

Auditions will be observed by a three (3) member panel comprised of Matt Giraud, former Idol finalist, Alyssa McElreath of I Heart Media B-93 and one (1) Station employee. The judges will score performances using the following criteria:

60% Vocal Ability
15% Stage Presence
15% Personality
10% Appearance

As detailed above, Phase 1, the open auditions, is scheduled for 3:00pm-7:00pm EST on September 10 and 11, 2019. The eligible entrants from the top twenty (20) scored auditions will advance to Phase 2.

The semi-finalist Phase 2 is scheduled for 6:00 – 7:30 pm EST on October 1, 2019 at The Intersection located at 133 Grandville Ave SW, Grand Rapids, MI 49503. Semi-finalists will be required to perform live a sixty (60) second song a cappella or with background music. The semi-finalist eligible entrants from the top three (3) scored auditions will advance to the final Phase 3.

The finalist Phase 3 will immediately follow Phase 2, commencing at 7:30 pm EST on October 1, 2019 at the same location (The Intersection: 133 Grandville Ave SW, Grand Rapids, MI 49503) The three (3) finalists will be required to perform live a sixty (60) second song a cappella or with background music. The finalist eligible entrant with the top scored audition will be determined as the winner.

In the event of a tie during any Phase, the eligible entrant with the highest Vocal Ability score will prevail. If a tie further persists, the eligible entrant with the highest Personality score will prevail.

Sponsor(s) is/are not responsible for technical or computer, telephone service outages, delays, equipment malfunctions, busy signals, hang-ups, errors or data loss of any kind, lost or unavailable connections, or late, lost, failed, illegible, incomplete, garbled or deleted entries, transmissions, or voicemails or other network or technological difficulties that may prevent an individual from completing his/her telephone call or online entry, or for printing errors in any advertisement, entry form, or the rules.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO PROSECUTE OR SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

By entering this Contest, participants agree to www.woodtv.com/more/terms-of-use Terms of Use and the Privacy Policy located at www.woodtv.com/more/privacy-policy. All entry information becomes the property of the Sponsor(s), and entrants grant the Station the right to distribute all of their entry information to the other Sponsor(s). By entering, entrants grant the Sponsor(s) the right to broadcast and distribute their name, image, likeness, voice, entry materials, and biographical information in any media whatsoever, including on the air on the Station and on www.woodtv.com/wotv4women for any purpose whatsoever, worldwide, in perpetuity, without any further authorization from or compensation to the entrant.

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4. Odds of Winning. The odds of winning depend on the number and caliber of eligible entries received.

5. Performance Restrictions. Performances by the entrants/participants may not contain, as determined by the Sponsor in its sole discretion, any content that:

- a. is obscene, offensive, sexually explicit or suggestive; violent; derogatory of any ethnic, racial, gender, religious, professional or age group; endorses any form of hate or hate group; profane or pornographic; contains nudity;
- b. promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- c. contains products or trademarks of any Sponsor competitor;
- d. defames, misrepresents or contains disparaging remarks about any person or company;
- e. contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission, to the extent permission is necessary; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- f. contains copyrighted materials owned by others (including, without limitation, photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission, to the extent permission is necessary;
- g. contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission, to the extent permission is necessary;
- h. contains look-alikes of celebrities or other public or private figures, living or dead;
- i. communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- j. violates any law or regulation.

Auditions must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the audition contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties (e.g., audition contains portions written by someone other than entrant), the entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor(s) in the manner set forth in these Official Rules, including, without limitation, permission from the owner to use the content and permissions from any person (or, if a minor, his/her parent or legal guardian) who appears in or is identifiable in the entry. Sponsor(s) reserve(s) the right to request proof of these permissions in a form acceptable to Sponsor(s) from any entrant at any time. Failure to provide such proof will render entry null and void.

By entering this Contest, entrant acknowledges and agrees that all entries become the property of the Sponsors and will not be returned or acknowledged. To be eligible, an entry must be the entrant's original essay, may not have been entered in any other contest, won any other prize or have been previously published in any other medium. If the performance contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties the entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor(s) in the manner set forth in these Official Rules, including, without limitation, permission from the owner to use the content and permissions from any person (or, if a minor, his/her parent or legal guardian) who

appears in or is identifiable in the entry. Sponsor(s) reserve(s) the right to request proof of these permissions in a form acceptable to Sponsor(S) from any entrant at any time. Failure to provide such proof will render entry null and void.

6. Prize(s). There will be one (1) winner, selected from amongst twenty (20) semi-finalists, as detailed above, in this Contest. The semi-finalists will be notified by phone or e-mail between September 16-20 2019. Semi-finalist names, four (4) names per day during the week of September 16 - 20, 2019, will also be posted on the Station's website - www.woodtv.com/wotv4women. The winner, selected by a panel of judges as detailed above, will be notified in person at 8:00 pm EST on October 1, 2019 - immediately following the finalist auditions at The Intersection: 133 Grandville Ave SW, Grand Rapids, MI 49503 . The winner's name will also be posted on the Station's website - www.woodtv.com/wotv4women. If the Contest winner is under the age of 18 years old, he or she must have a parent or legal guardian present at the American Idol audition.

The winner will receive:

- One (1) American Idol Silver Ticket. The Idol Silver Ticket provides the winner with a one (1) time scheduled opportunity that allows the winner to audition for an American Idol Producer in CITY TBD on DATE TBD, and
- Up to \$1000 cash reimbursement for documented/bonafied transportation expenses. Any unused portions of the transportation funds will be forfeited. If the American Idol audition is cancelled or the winner fails to attend the audition for *any* reason, the transportation funds will be immediately forfeited.

The Silver Ticket does not have any monetary value. The remaining portion of the prize, the transportation funds, absent cancellation of the American Idol Audition or winner's nonattendance at the American Idol Audition, has an approximate retail value of the prize(s) is \$1,000.00. Entrants can win only once.

All results are unofficial until winner(s) is/are verified by the Sponsor(s). Prizes may not be exchanged, substituted, transferred or redeemed for other prizes by winner. Cash will not be awarded as a substitute for prize. Prizes are awarded 'as is' with no guarantees or warranties as to use, merchantability, or fitness for a specific purpose, and the Sponsor(s) is/are not responsible for defective prizes. Sponsor(s) reserve(s) the right to substitute a prize in their sole discretion without an on-air or off-air announcement, in which case a prize of equal or greater value will be awarded. Other terms and conditions may apply.

7. Conditions for Acceptance of the Prize(s). The winner, or their parent or legal guardian where applicable, must claim the prize(s) in-person during the live event on Oct. 1, 2019. Prize(s) will not be mailed under any circumstances. The prize(s) must be claimed by date at time or it/they will be forfeited. Winner will be required to provide a valid government issued photo identification card and to execute an affidavit of eligibility and publicity and liability release prior to receiving their prize(s). The Station may require the winner's guests, invitees, or travel companions to sign liability releases prior to receiving the prize. All unclaimed or rejected prizes will be forfeited. Failure by the winner(s) to respond to the Station's messages, calls, e-mails or other notification will lead to forfeiture of the prize(s). Failure to completely fill out and sign all waivers, releases,

or forms requested by the Station will result in forfeiture of the prize(s). The Station then has the right, at its discretion, to award that prize to another winner using the method described above. A winner who forfeits any prize is not eligible to win another contest or sweepstakes conducted by the Station for thirty (30) days.

If this Contest is open to entrants under the age of 18, a winner is under the age of 18, a parent or legal guardian will be required to claim the prize(s) and execute all releases on behalf of the minor. If a prize winner is a minor, that winner's travel companion must be his/her parent or legal guardian. Travel costs will not be provided for minor's parent/travel companion.

Payment of all federal, state and local taxes is the sole responsibility of the winner(s) and the winner(s) may receive an IRS 1099 Form or equivalent from the Sponsor(s). The Sponsor(s) will report any individual winnings over \$600 (in cash or fair market value of goods or services) in a one year period to the Internal Revenue Service. Winner(s) is/are required to fill out any tax forms requested by the Sponsor(s) in order to receive their prize(s).

Winner(s) will be solely responsible for any and all license and registration fees, accommodations, transportation costs, gratuities and all other items of an incidental nature. All expenses on receipt and use of prize(s) are the sole responsibility of the winner(s); the Sponsor(s) is/are not responsible for any weather changes or extenuating circumstances relating to a prize received. The Sponsor(s) is/are not responsible for replacing or reimbursing winners with any form of compensation for events that are delayed or canceled. All delays and cancellations are deemed beyond the control of the Sponsor(s). This includes, but is not limited to, event cancellations, trip schedule changes, flight cancellations, and changes in travel arrangements, travel delays of any form and duration, game cancellations and delays, as well as all acts of nature. The Sponsor(s) is/are not responsible for any expenses incurred by Contest winners as a result of such delays or cancellations. Sponsor(s) will not be responsible for failure to supply the prize(s) by reason of any force majeure events, such as acts of God, war, terrorist attacks, unusually severe weather, labor strikes, or other causes beyond the control of the Sponsor(s).

By accepting the prize, the winner or winners (or, in the case of a minor, their parent/legal guardian) agree to have their name, voice, likeness, biographical information, and entry materials used in any advertising or broadcasting material relating to this Contest, and in any media whatsoever, including the Station and on www.woodtv.com/wotv4women, for any purpose whatsoever, worldwide, in perpetuity, without any further authorization or compensation to the winner(s).

8. Social Media. For contests or sweepstakes conducted or promoted on Facebook, Twitter, Instagram, YouTube, Snapchat, iHeartRadio, or any other social media website (each a "Social Media Site" and collectively the "Social Media Sites"), the Sponsors reserve the right to void any entrant's entry in the Contest for failure to abide by the guidelines, policies, or procedures of the applicable Social Media Site, and to delete or remove any of entrant's related "Likes," comments, posts, tweets, videos, photos, user generated content, or other electronic messages, communications, or submissions at their discretion. The Sponsors also reserve the right to block, ignore, report, and/or completely prevent any entrant, account, user, or profile from accessing the Contest and/or the Sponsors' profile(s), account(s), website(s), blog(s) or handle(s). This Contest is in no way sponsored, endorsed or administered by, or associated with the Social Media Sites.

By entering this Contest, entrants agree to release and hold the Social Media Sites harmless from any or all claims, liability, damages, judgments, fines, costs, expenses related to or associated with their participation in this Contest. Entrants understand that by logging-in to the applicable Social Media Site, that they agree to comply with the Social Media Site's Terms of Service, and that their personal information is subject to the Privacy Policies and information collection practices of the Social Media Site. Entrants agree that the Sponsors are not responsible for the collection, disclosure, transfer, or dissemination of their personal information, whether directly or indirectly, by third party advertisers, marketers, or any other transferees. For entries submitted through the Social Media Sites, the Sponsors may be limited to using the information in a manner set forth by the Social Media Sites and in no other way.

9. Limitation on Liability. Sponsor(s) disclaim(s) all liabilities to the winner(s) with respect to receipt and use of the prize(s). Winners and their guests or travel companions, by acceptance of their prize(s), agree to release and hold the Sponsor(s) and its/their affiliated companies, their advertising, promotion and production agencies, and their respective parent companies, subsidiaries, affiliates, officers, shareholders, directors, employees, agents and representatives harmless from any and all liability, claims, causes of actions, damages, fines, and costs of any kind whatsoever (including reasonable attorney's fees) which may be sustained directly or indirectly to persons or property in connection with the receipt, ownership or use of the prize or while preparing for, participating in, and/or traveling to any Contest or prize-related activity.

10. Reservation of Rights. Sponsor(s) reserve(s) the right to make changes to these Official Rules in their sole discretion which will become effective upon announcement. Sponsor(s) reserve(s) the right to cancel or terminate this Contest for any reason in the event that it cannot be run or administered as intended by the Sponsor(s). Any such changes or termination will be announced on www.wotv4women.com.

11. Contact Information. For questions or more information about this Contest, please contact WOTV at 120 College Ave. SE Grand Rapids, MI 49503. For a copy of these rules, addendum, and/or list of winners please go to www.woodtv.com/wotv4women or send a self-addressed stamped envelope to WOTV at 120 College Ave. SE Grand Rapids, MI 49503 within sixty (60) days of the end of this Contest.