

**WCVB -TV**  
**WCVB Boston Idol Audition Contest**  
**Official Rules**

**1. GENERAL:**

No purchase necessary. Making a purchase will not increase your chances of winning. Void where prohibited or restricted by law. All federal, state, and local regulations apply.

DISCLAIMER: THIS PROMOTION IS NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK. YOU ARE PROVIDING YOUR INFORMATION TO THE SPONSORS LISTED BELOW AND NOT TO FACEBOOK. YOUR NAME MAY BE USED ON FACEBOOK TO ANNOUNCE THAT YOU HAVE WON. ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THE PROMOTION SHOULD BE DIRECTED TO THE SPONSORS, NOT FACEBOOK, AND YOU AGREE TO RELEASE FACEBOOK FROM ANY LIABILITY IN CONNECTION WITH THIS PROMOTION.

**2. ELIGIBILITY:**

WCVB Boston Idol Audition Contest ("Contest") is offered only to legal U.S. residents. By June 11, 2017 contestants must be 15 to 28 years old (which means you must be born on or between June 12, 1988 and June 11, 2002). If you were born before or after this window, you are not eligible to participate. Prizes are non-transferable. Contest is offered only to legal U.S. residents who are physically located and residing within counties located within the Boston Designated Market Area ("DMA"), as determined by Nielsen Media Research Services. Winners of a contest hosted or sponsored by WCVB or its affiliates within the past calendar year are not eligible. Employees of WCVB and members of their immediate families, Hearst Television Inc., Jordan's Furniture, Kiss 108 FM, (Together, "Sponsor"), Hearst Corporation, Woobox and each of their affiliates, representatives, and agents, and their directors and employees (collectively, "Contest Entities"), and the members of the same households of such individuals are not eligible. The term "immediate families" includes spouses, grandparents, parents, siblings, children and grandchildren. No groups, clubs, or organizations may participate in this Contest or reproduce or distribute any portion of these Official Rules to their members. Proof of age, identity, and eligibility must be furnished to Sponsor upon request. All entry form information must be complete and accurate. Sponsor will not award a prize to anyone not meeting eligibility requirements at the time of entry. By entering, you agree to comply with all applicable law and these Official Rules, and you agree to abide by all decisions of the Sponsor. Sponsor reserves the right to disqualify any entrant if these Official Rules are not followed. Internet access and a valid Facebook account are necessary to enter.

Additional Eligibility requirements for participation in American Idol (also available at [www.americanidol.com](http://www.americanidol.com)):

- a. You must be a legal U.S. resident with the unrestricted right to work in the United States throughout the entire competition portion of the Program and through the term of any post show agreements provided by Producer or any of the other Program Entities (as defined below).
- b. To accept an invitation to participate in the competition portion of the Program (currently scheduled to begin in January 2018), you must be able to demonstrate to the satisfaction of Producer that you do not have any contractual arrangement that would prohibit you from fully participating in the show and/or entering into any contracts required by Producer, including, but not limited to, an exclusive recording contract, merchandising contract, a live and/or global touring agreement and an exclusive management contract (subject to paragraph 4 below).
- c. In the event that you already have a management contract prior to your first audition in front of the Program judges, the requirement to enter into a management contract shall not apply to you provided that you can demonstrate to the satisfaction of Producer and 19 Entertainment that such contract commenced prior to the date of your first audition in front of the Program judges. By accepting an invitation to be a participant, you must timely complete and return such participant agreements, releases and all exhibits, schedules and attachments thereto that will be furnished to you by Producer and/or 19 Entertainment.
- d. You must not currently be a candidate for public office and must agree not to become a candidate for public office until one (1) year after the initial exhibition of the final episode of the Program in which you appear (if selected to participate).
- e. As of June 11, 2017 and continuing through the completion of the competition, neither you nor any of your immediate family members or members of your household (whether related or not), may be an employee, officer or director of: (a) NEG Operations Inc. and all majority owned subsidiaries (including, but not limited to, 19 Entertainment Limited, 19 Entertainment, Inc., 19 Touring LLC, 19 Recordings Limited and 19 TV Limited) (collectively, the "19 Companies"); (b) American Idol Productions, Inc. ("Producer"); (c) American Broadcasting Companies, Inc. ("ABC"); (d) FremantleMedia North America, Inc. ("FremantleMedia"); (e) Telescope Inc.; (f) any of the foregoing entities' respective parents, subsidiaries or affiliated companies; (g) any person or entity involved in the casting, auditions, development, production, distribution, or other exploitation of the Program or any variation thereof; (h) any known, major sponsor of the Program; or (i) any person or entity supplying services or prizes to the Program. The entities described in the preceding sentence shall be referred to herein, individually and collectively, as the "Program Entities."

- f. You must accurately complete all documents provided by Producer, any of the other Program Entities or any other entity providing services to the Program.
- g. Please note that in order to enjoy the full benefit of any prize offered as part of the Program, you must be a legal U.S. resident with the unrestricted right to work in the United States throughout the entire competition portion of the Program and through the term of any post show agreements provided by Producer or any of the other Program Entities.
- h. Producer has the sole discretion to make determinations of contestant eligibility, which are binding and final in all respects, and Producer reserves the right to change any of the eligibility requirements at any time. In addition, you acknowledge and agree that Producer has the sole discretion at any time to render ineligible and disqualify any person who, in Producer's sole discretion, is sufficiently acquainted with the development, production, administration, judging, exhibition or other exploitation of the Program such that his or her participation in the Program could create the appearance of impropriety.

### 3. HOW TO ENTER:

The Contest entry period begins at 4:59pm on August 04, 2017, and ends at 11:59pm on Sunday, August 20, 2017 ("Entry Period"). All times in these rules refer to Eastern Standard Time.

To enter, go to [www.bostonidolcontest.com](http://www.bostonidolcontest.com) and upload your video audition (not to exceed 30 seconds). You must have a valid Facebook account to enter. Fill out all required fields so WCVB or our designated representative can contact Entrants. Entrant acknowledges that the Contest is in no way sponsored, administered or endorsed by Facebook.

Your performance must be *a cappella* or with your own musical accompaniment (e.g., you playing a guitar, piano, etc.). You must perform alone in your audition video. You may not perform with any backing track. In addition, audition videos must not contain any post-production voice enhancements or be digitally enhanced or distorted. It's up to you to decide how long your singing performance will be, so long as it is no longer than :30 seconds. **Be sure to include your name – and then sing your song!**

All entries must be received during the Entry Period.

All dates and times are subject to change in the event of human error or technical issues affecting the Sponsor, the entry process, or relevant on-air programming or in the event of breaking news, weather, or live event that merits, in WCVB's sole discretion, the preemption of the scheduled programming, including the Contest, display of Video

Submissions, announcement of winners, or that is of greater public importance, in the Sponsor's sole discretion, than the timely or precise execution of the Contest. In the event of any such event, condition, or programming change or preemption, Sponsor reserves the right, in its sole discretion, to delay, reschedule, or omit the presentation of Photo/Video Submissions, winner announcements, and/or other aspects of the Contest on or from the particular day(s) affected.

Eligible Video Submissions will be displayed, in Sponsor's sole discretion, on WCVB television, [bostonidolcontest.com](http://bostonidolcontest.com) and on [WCVB.com](http://WCVB.com). To constitute an eligible Video Submission, the Video submission must meet the following criteria: (1) Video must be deemed family friendly, in the sole discretion of Sponsor. (2) You may only contribute a video that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person. (3) By entering, you grant permission to and for the Contest Entities to receive and display the video. (4) You warrant that you have permission from any and all other persons appearing in your video for you to make the submission and grant the rights described herein. (5) You may not contribute a video that contains expressions of hate, abuse, offensive images or conduct, obscenity or pornography or any material that could give rise to any civil or criminal liability under applicable law or regulations. (6) You may not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or [bostonidolcontest.com](http://bostonidolcontest.com), [WCVB.com](http://WCVB.com) or any other website. (7) By uploading a video to [bostonidolcontest.com](http://bostonidolcontest.com), (a) you grant to WCVB and Contest Entities a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the Video and any material included in such video on the Internet, on television, and in, on, or through all other media; and (b) you certify that any and all persons pictured in the submitted video (and, for any child and any other minors, his/her/their parent/guardian) authorize Contest Entities to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute ("Use") the Video and any material included in such Video on the Internet, on television, and in, on, or through all other media worldwide and in perpetuity; and (c) you agree to indemnify WCVB and Contest Entities and their affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from Use of the Video and/or your failure to comply with these rules. Limit one (1) entry per person during the Entry Period. Entries in excess of the stated limit will be rejected or disqualified and are not eligible entries. All entries must be received during the Entry Period.

Sponsor will not verify receipt of entries. Entries (including Video Submissions) become property of Sponsor and will not be returned. Incomplete entries are void. Sponsor is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable or delayed. Photocopied and mechanically generated entries are void. Entries generated by any automated means

and detected as such are void. In the event of a dispute, electronic and e-mail entries will be deemed to have been submitted by the authorized account holder of the e-mail address at the time of the entry. The authorized account holder is the person to whom the applicable internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address.

#### 4. **HOW TO WIN**

On/or before August 25, 2017, Sponsor will select a total of ten (10) Finalists from all eligible entrants on the basis of which submission, in Sponsor's sole judgment, best represents a Boston Idol video. Finalists will be selected by a panel of WCVB employees and celebrity judges who will evaluate and compare the Video Submissions. Decisions of the Sponsor are final. All ten (10) Finalists will receive the Second Prize, with an opportunity to win the Grand Prize.

All ten (10) Finalists will be required to participate in a WCVB Chronicle taping (a further audition) on August 28, 2017. In the event a Finalist cannot attend the Chronicle taping, that Finalist will forfeit Second Prize and another Finalist will be chosen in their stead by the judges from all remaining eligible entries

Following the WCVB Chronicle taping, the panel of judges will name one (1) Grand Prize Winner from among the ten (10) Finalists, based on the performances given in the taping. Grand Prize Winner (and a parent/legal guardian if a minor) must be available to travel on the dates specified and to the city named by Sponsor, or forfeit prize.

Potential Finalists will be notified either by phone, email, and/or mail, within one (1) day of selection. All Finalists are subject to verification. Finalists must respond to such notification, by calling the Contest coordinator provided in the notification, within twenty-four (24) hours after the notification is sent by Sponsor, or the Finalists will be subject to disqualification, in which case the Second Prize will be forfeited, and an alternate Finalist will be selected based on the Judges' next best candidate, from among the remaining eligible entries, time permitting. Finalists may be required to sign and return appropriate forms and/or documentation, including an Affidavit of Eligibility, a Liability Release and/or where legally permissible a Publicity Release within three (3) days following the date of first attempted notification. Finalist hereby further agrees that it will sign any documents necessary to transfer copyright of the entry to Sponsor within three (3) days following the date of first attempted notification. Finalists who are minors must complete paperwork, and, in addition, have their parent or legal guardians complete paperwork as well. Failure to sign and return such forms within the requisite timeframe could result in disqualification.

Sponsor is not responsible for incomplete, incomprehensible, illegible, or out-of-service contact information. If Sponsor is unable, after making a reasonable effort, to contact a

selected potential Finalist, that potential Finalist will be disqualified and a new potential Finalist will be selected from remaining entries until all qualified Finalists are chosen.

## **5. PRIZES:**

Ten (10) Finalists will each receive Second Prize: One (1) “Front of the Line” ticket for the American Idol Bus Tour, Boston Location on September 8, 2017. Second Prize Winners will be responsible for their own transportation to and from all Boston-area audition venues.

Terms Applicable to Second Prize Winners: “Front of the Line” does not mean you will be the first contestant in line at the audition city. Rather it means that you will be placed in close proximity to the first entrants in line; it does not guarantee placement in any particular spot and it does not guarantee that you will not experience a wait before you audition for the American Idol judges.

Approximate Retail Value (“ARV”) of Second Prize: \$0.00

One (1) Grand Prize Winner will receive: One (1) “Silver Ticket” to an audition with an American Idol Executive Producer in one of American Idol’s celebrity judge audition cities (dates and locations to be announced, and choice of which city the Grand Prize Winner will be sent to, to be determined by Sponsor).

Silver Ticket: The Grand Prize includes transportation to the audition city from Boston Logan Airport and accommodations for two (2) nights. If the Grand Prize Winner is a minor, he/she must be accompanied by a parent or legal guardian. Approximate cash value: \$1,000 (\$1,500 in the event of a minor). The parent or legal guardian must also execute a Liability Release and all travelers must have valid travel documents and travel on the same itinerary. Travel must be taken on the dates specified by Sponsors, or prize will be forfeited. Choice of hotel is made by Sponsor in its sole discretion. There is no cash value for the right to audition for American Idol. Being a Grand Prize Winner in the WCVB Boston Idol Contest does not mean you will be selected to appear on American Idol.

ARV of Grand Prize: \$1,000 (or \$1,500 including parent/ legal guardian) . (ARV of Grand Prize may vary depending on the cost of airfare and accommodations at the time of booking.)

All charges, fees, and costs not specifically included in the Prize descriptions above, including but not limited to personal incidental items, transportation (excluding air travel), taxes, souvenirs, gratuities, and licenses, are the responsibility of the respective Winner(s) and their guests.

Prize is non-transferable and must be redeemed on the audition date specified by the Sponsor, or else it will be forfeited. No cash redemption or prize substitution allowed by Winner(s). Sponsor reserves the right to substitute a prize of equal or greater value for any reason in the sole discretion of Sponsor if the Prize or any component thereof is unavailable for any reason.

Disclaimer: Being a Second or Grand Prize Winner in the WCVB Boston Idol Contest does not mean you will be selected to appear on American Idol. Sponsor shall have no liability if for any reason the Production Entities cancel all or any part of any planned American Idol auditions.

**6. ODDS OF WINNING:**

Because selection of Second Prize Winners and Grand Prize Winner does not depend upon chance, there are no “odds” of winning. Instead, all Winners are selected as described above.

**7. PUBLICITY RELEASE:**

Except where prohibited, entry in the Contest constitutes each entrant’s consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including without limitation, the Internet, television, radio, or offline promotions), each Winner’s name, city, video, likeness, biographical material, voice, image, each in perpetuity without further compensation, credit or right of review or approval.

**8. TERMS AND CONDITIONS; LIMITATION OF LIABILITY:**

Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Official Rules, and by entering, participants agree to be bound to these Official Rules. Any attempt by an entrant or other party to tamper with the proper administration of the Contest will disqualify the entrant and may result in civil or criminal action against the entrant or other party and may result in the discontinuation, suspension, or cancellation of the Contest. WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE CONTEST ENTITIES, PRODUCTION ENTITIES AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS CONTEST, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY PRIZE-RELATED ACTIVITY. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of

the offer, administration of the Promotion or in the announcement of the Prize. Winner's guest(s), if applicable, must execute a liability and publicity release prior to the Winner's receipt of the Prize. Sponsor retains the discretion to make all decisions regarding the interpretation and application of these Official Rules. All decisions of Sponsor are final and discretionary. In the event the selected Winner(s) of the Prize are/is ineligible or refuse(s) the Prize, the Prize will be forfeited and Sponsor, in its sole discretion, may select an alternate Winner from remaining entries, or may elect not to award such Prize to an alternate Winner, where permitted. For prizes valued at \$600 or greater, Winner must provide his or her Social Security Number for tax purposes. Prizes may be considered income, and any and all taxes associated with Prizes are the responsibility of the Winner(s).

**9. DISCLAIMER/INTERNET:**

If for any reason, the Contest is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity of the Contest, the Sponsor reserves the right in its discretion to disqualify any individual it believes has tampered with the entry process, and/or cancel, terminate, modify or suspend the Contest. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor may prohibit an entrant from participating in a Promotion if it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. Caution: Any attempt by a participant to deliberately damage any Web site or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law. The Contest Entities (i) assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; (ii) are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or provider, computer equipment, software, failure of any entry information to be received by the Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or (iii) any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest. SPONSOR MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND SPONSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.



**10. ARBITRATION/CHOICE OF LAW:**

Except where prohibited, entrants agree that any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved exclusively by arbitration pursuant to the rules of the American Arbitration Association then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant with regard to this Contest, but in no event attorneys' fees, punitive, incidental, consequential or other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than New York. New York County shall be the exclusive forum for any dispute relating to these Official Rules and/or this Contest. All participants and winners agree, by their participation in the Contest, to submit to personal jurisdiction in New York County. The invalidity or unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**11. OFFICIAL RULES AND LIST OF WINNERS:**

To receive a copy of these Official Rules, visit [www.bostonidolcontest.com](http://www.bostonidolcontest.com), [www.WCVB.com](http://www.WCVB.com), or send a self-addressed stamped envelope to the Boston Idol Contest Rules, WCVB, 5 TV Place, Needham, MA 02494. These Official Rules supersede all other published editions. Sponsor reserves the right to change, alter, or amend these Official Rules as necessary, in its sole discretion, to ensure the fair administration of the Contest or to comply with applicable law. For a list of Winners' names, send a self-addressed stamped envelope within 60 days of the drawing to WCVB Boston Idol Contest Winner's List, at the address listed above.

**12. SPONSOR(S):**

WCVB 5 TV Place, Needham, MA 02494  
Jordan's Furniture, 450 Revolutionary Drive, East Taunton, MA 02718  
Kiss 108 FM, 1 Cabot Road, Suite 320, Medford, MA 02155