

# Wrangler National Finals Rodeo<sup>®</sup> National Anthem Contest 2023

# **OFFICIAL CONTEST RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. ALL DATES, TIME PERIODS, NUMBER OF ELIMINATION ROUNDS, AND NUMBERS OF WINNERS ARE TENTATIVE AND SUBJECT TO CHANGE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED. PARTICIPATION IN THE CONTEST CONSTITUTES YOUR AGREEMENT TO AND ACCEPTANCE OF THE OFFICIAL RULES ("RULES") BELOW, WHICH ARE FINAL AND BINDING AND NOT SUBJECT TO APPEAL. SPONSOR RESERVES ALL RIGHTS.

The Wrangler National Finals Rodeo<sup>®</sup> National Anthem Contest (the "Contest") consists of introductory rounds, a Top 30 round and a Top 8 (final) round. The Contest is sponsored by Las Vegas Events, 770 East Warm Springs Road, Suite 160, Las Vegas, Nevada, USA, 89119 ("Sponsor") and are hosted by <u>NFRexperience.com</u> (the "Website").

## 1. Eligibility.

Subject to additional restrictions below (How to Enter), the Contest is open to individuals who are legal residents of any of the fifty (50) United States or the District of Columbia. Entrants who are under the age of majority (which is eighteen (18) years of age in most states, but 19 in Nebraska and Alabama, and 21 in Mississippi) in their state or district of residency, must have permission from a parent or legal guardian to enter and participate. Proof of residency, age, and permission may be required. Entrants must be willing, able, and available to perform publicly at the Wrangler National Finals Rodeo® December 7 through December 16, 2023 (exact date TBD) at the Thomas & Mack Center in Las Vegas, Nevada. The Contest is subject to federal, state, and local laws and regulations, and void where prohibited by law. Employees, officers, directors, and representatives of Sponsor, the Professional Rodeo Cowboys Association, or other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates, and advertising and promotion agencies, as well as the immediate family (spouse, parents, stepparents, legal guardians, children, stepchildren, siblings and step-siblings and each of their respective spouses) and household members (people who share the same residence at least three months a year) of each such employee, officer, director, or representative, are not eligible.

# 2. Agreement to Rules.

By entering and/or participating in the Contest, the Entrant ("You") agrees to abide by the Sponsor's Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Contest, You represent and warrant that You are

eligible to participate based on eligibility requirements explained in the Rules, and that Your entry and/or participation in the Contest, if any, is in compliance with applicable law and these Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the Contest. In addition to the other requirements set forth in these Rules, winning a prize is contingent upon complying with these Rules.

## 3. Contest Period.

The Contest will begin on Wednesday, August 2, 2023 at 12:01 p.m. Pacific Standard Time (PST) and end on Thursday, October 5, 2023 at 11:59 p.m. PST. (the "Contest Period"). Entry forms and videos will be accepted from Wednesday August 2, 2023 at 12:01 p.m. PST through Wednesday, August 23, 2023 at 11:59 p.m. PST (the "Entry Period").

# 4. How to Enter.

You must complete and submit an entry form and include a link to their YouTube video submission during the Entry Period. The entry form can be found at <a href="https://www.nfrexperience.com/nfr-national-anthem-2023/">https://www.nfrexperience.com/nfr-national-anthem-2023/</a>. Your video submission must show You singing the Star-Spangled Banner (the National Anthem of the United States of America) a capella (without instrumental accompaniment) in English. No duets or groups are permitted. The lyrics to the Star-Spangled Banner can be found at <a href="https://amhistory.si.edu/starspangledbanner/the-lyrics.aspx">https://amhistory.si.edu/starspangledbanner/the-lyrics.aspx</a>. Your vocals must be clear and not enhanced or altered (e.g., autotune) in any way. Videos must not exceed three (3) minutes in length. Incomplete entries or entries submitted by other means will not be considered. Limit one entry per person. Multiple entries, if discovered, will be disqualified. No mechanical reproductions of entries allowed. The video must be posted to YouTube during the Entry Period. Any entry or video received, uploaded, or modified after the Entry Period will be disqualified.

Videos must not: (a) contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating, discriminatory, illegal, offensive, threatening, profane, or harassing; (b) include or mention a performance of any copyrighted work including but not limited to music, films, books, television programming etc., or identifying descriptions of any media property; (c) violate or infringe another's rights, including but not limited to material that violates privacy, publicity or intellectual property rights, or that constitutes copyright infringement.

All entries become the property of Sponsor and will not be returned. Sponsor will not be responsible for incomplete, lost, late, misdirected, garbled, inaccessible, inaudible, or illegible entries, or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsor, or incorrect settings.

## 5. Selection and Notification of Winners.

## A. Selection.

- i. Top 30 Judging. Voting by the public will determine the Top 30 contestants. A minimum of 40 qualified entries is required. In the event the minimum number of entries is not reached, the judging committee, selected by the Sponsor, will determine the number and the contestants eligible for fan voting. Public voting will take place on the Sponsor's website at <u>www.NFRexperience.com</u> from 12:01 a.m. PST on August 30, 2023 to 11:59 p.m. PST on September 13, 2023 (the "Top 30 Judging Period"). During the Top 30 Judging Period, members of the public are eligible to cast one vote per valid email address. In order to cast a vote, members of the public must provide a valid email address.
- **ii. Top 8 Selections.** Once public voting for the Top 30 is finalized, a panel of judges selected by Sponsor will judge all eligible entries according to the following criteria: Overall Appeal of Vocal Performance, Originality, and Accuracy of Lyrics. The ratings scale for each criterion will range from one (1) to ten (10), with ten (10) being the highest score. The panel of judges will then select the Top 8. All judging criteria will be weighted equally, and each score will be averaged together.
- Grand Prize Winner Selections. Following selection of the Top 8, the Top 8 entries will be posted on the Sponsor's website at <u>www.NFRexperience.com</u> for public voting to select the two Grand Prize Winners. Public voting will take place from 12:01 a.m. PST on September 27, 2023 to 11:59 p.m. on October 5, 2023 (The "Grand Prize Voting Period"). The two (2) Entrants that receive the most votes will be selected as the Grand Prize Winners. There will be 2 total winners. During the Grand Prize Voting Period, members of the public are eligible to cast one vote per valid email address. In order to cast a vote, members of the public must provide a valid email address.

## **B.** Notification of Winners.

The Sponsor will notify the Grand Prize Winner(s) using the information provided on the Winner(s) entry form within five (5) business days following the close of the Grand Prize Voting Period. The Sponsor is not responsible for nor shall have any liability for Winner's failure to receive notices due to email settings that may cause notifications to be marked as spam or junk email. Nor shall be Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner (1) fails to claim the prize within five (5) business days from the time the award notification was sent, (2) is found ineligible, (3) is unable to travel or perform on dates specified by Sponsor, (4) does not complete and return an executed declaration and release within fourteen (14) days after first notification from the time award notification was sent, or (5) if the Winner is under the age of majority, the Winner's parent or legal guardian does not complete and return an executed within fourteen (14) days after first notification was sent, the prize will be forfeited, and an alternate Winner may be selected. Receipt of the prize by the Winner is contingent upon Winner's (and if

applicable, Winner's parent or legal guardian) compliance with these Rules and all federal, state, and local laws and regulations.

## 6. Prize Details.

Two (2) Grand Prize Winners will be selected. Each Grand Prize Winner will receive the following:

- Roundtrip coach Airfare to and from Las Vegas for Winner and one (1) guest
  - If a winner is under the age of majority, the prize will include airfare for winner and one (1) guardian/chaperone that is 21 years of age or older. Sponsor may require guests, guardians, and chaperones to execute a declaration and/or release as a condition of participation and/or travel booking.
- Two (2) night hotel stay in Las Vegas
- Each Grand Prize Winner will perform the National Anthem during the Wrangler National Finals Rodeo December 7 16, 2023 (performance date TBD)
- Name & Photo listed in official publications as an official National Anthem Performer for the 2023 Wrangler NFR
- Pair of tickets to one (1) performance of the Wrangler NFR (tickets will be for the night the Grand Prize Winner is performing the National Anthem)
- Wrangler NFR commemorative program and daily sheet

The approximate retail value of each winner's package is \$2,500. The actual/appraised prize value may differ at the time the prize is awarded. Prizes and individual components of prize packages are subject to availability and Sponsor reserves the right to substitute prizes of equal or greater value. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. Each winner must provide the Sponsor can award the prize. A Form 1099 will be issued to each Grand Prize winner. The winner(s) is solely responsible for all taxes, fees, expenses and other costs arising out of or related to the winner's acceptance of the prize, including without limitation any and all federal, state, and local taxes.

# 7. Odds of Winning.

The odds of winning will depend on the number and quality of entries submitted as determined by the Sponsor and the registered voters of the website.

# 8. General Considerations.

The Contest is governed by the laws of the State of Nevada without regard to its conflict of laws provisions. Any dispute arising out of or related to the Contest, these Rules, or Your entry or participation in the Contest, shall be brought exclusively in the federal courts located in Nevada, or if jurisdiction cannot be obtained therein, in the state courts of Nevada, located in

Clark County, Nevada, for which You consent and submit to exclusive personal jurisdiction in such courts for the purpose of litigating any such action.

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, technical problems, security malfunctions, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, Sponsor may, at any time, in its sole discretion,: (a) suspend the Contest to address the impairment and then resume in a manner that best conforms to the spirit of these Rules; (b) modify the Contest; or (c) terminate the Contest and, in the event of termination, no participant shall be eligible for a prize of any type.

Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the operation of the Contest, violating these Rules, or acting in a disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages (including attorneys' fees and costs) and any other remedies from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any provision of these Rules shall not constitute a waiver of that provision.

## 9. Licenses and Rights.

By entering or participating in the Contest, You irrevocably grant to Sponsor and its designees, successors, licensees and assigns, the right and license, but not the obligation, to film, tape, photograph, and make video and sound recordings of You (collectively, "Recordings") and to broadcast, exhibit and otherwise use the Recordings, Your appearance, name, likeness, voice, singing voice, conversation, sounds, biographical data, and any photographs, videotapes, audio recordings or other materials provided by You on or in connection with the Contest in any manner in Sponsor's sole election and sole discretion, which use shall not entitle You to receive any compensation whatsoever. You agree that Sponsor is the sole owner of all the results and proceeds of the Recordings and Your appearance thereon, which shall be considered "works-made-for-hire" as part of a motion picture or other audiovisual work under U.S. copyright law, with the right for Sponsor and its successors, assigns, and licensees, forever and throughout the universe, to use the same and any portion thereof in any and all media, whether now known or hereafter devised, including, without limitation, motion pictures, television, online exploitation, and publishing, for any commercial and noncommercial purposes, including without limitation, the advertising (including at physical locations), commercial tie-ins, sale, promotion, publicity, marketing, merchandising, distribution, publicizing and any and all other types of exploitation of the Contest or any part thereof (including but not limited to the promotion of third party sponsors) or in any manner whatsoever. If any of such Recordings are not deemed "works-made-for-hire," You hereby irrevocably assign to Sponsor the entire copyright and all other rights in and to such Recordings (and where any such Recordings are not in existence at the date hereof, by way of present assignment of future copyright), throughout the universe for the full period of copyright and all renewals and extensions thereof, and thereafter for the maximum period permitted by law. Sponsor shall also have the unrestricted right to edit, alter, cut, rearrange, adapt, dub, or otherwise revise or modify the Recordings in any manner or form and You

waive the exercise of any "moral rights" You may have with respect to the Recordings. You further grant Sponsor and its designees the right to use and license others to use Your name, voice, image, likeness and biographical information in and in connection with the Recordings, whether as part of the Contest or otherwise, or in connection with advertising, programming and publicity materials for the Contest (including, without limitation, commercial tie-ins), and for the institutional purposes of Sponsor and/or their respective affiliated entities, throughout the universe, in any and all media, now known or hereafter devised, in perpetuity.

#### 10. Release and Limitation of Liability.

By entering into or participating in the Contest, You agree to release and hold harmless Sponsor, and each of its respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (together, "Released Parties") from and against any and all claims, liability, illness, injury, death, litigation, loss, or damages related to or arising out of Your entry or participation in the Contest or receipt of a prize, including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, or wireless service provider; (b) unauthorized intervention by human or artificial intelligence in the Contest; (c) mechanical human, printing or typographical errors; and (d) acceptance, possession, use, or misuse of any awarded prize or portion thereof. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees or costs. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest.

#### 11. Fulfillment.

An employee of Las Vegas Events will fulfill all elements of the Wrangler National Finals Rodeo National Anthem Contest. The names of the winners – and a copy of these Official Rules — may be obtained from Sponsor by mailing a self-addressed stamped envelope to Las Vegas Events, 770 E. Warm Springs Road, Suite 160, Las Vegas, Nevada 89119.

#### **12.** Privacy Policy.

Any information collected for the Wrangler National Finals Rodeo National Anthem Contest will be subject to the <u>NFR's Privacy Policy</u>. As a condition of entering or participating in the Contest, you authorize Sponsor to use and disclose Your name, address and other information for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information you provide to Sponsor may be used to communicate with you regarding this Contest.