



WSGE 30th Anniversary Song Competition

Terms, Conditions, and Requirements

PLEASE READ BEFORE ENTERING THIS COMPETITION

PURPOSE. These Terms, Conditions, and Requirements govern WSGE’s 30th Anniversary Song Competition (“Competition”) to find a musical artist to contribute a song to WSGE’s 30th anniversary compact disc recording. If you are unable or unwilling to fulfill the terms, conditions, and requirements set forth herein, please do not submit an entry in the Competition. No aspect of the Competition is intended to nor shall constitute an offer of employment or create employment-in-fact. The term “Artist” as used in these Terms, Conditions, and Requirements includes individual artists and each and every member of a duo or group artist in their individual capacity and in their collective capacity as a duo or group. In addition, for convenience, duos and group artists are referred to herein interchangeably as “Artist” or “Band”. When the term “Band” is used, it includes each Artist within the Band.

ENTRY FEE. There is an entry fee of \$30 per song. The entry fee must be paid at the time the song is submitted.

ELIGIBILITY. Each Artist must be over the age of 18 and must provide WSGE with a copy of his or her driver’s license. Each Artist must be a legal U.S. and North Carolina or South Carolina resident eligible to work legally in the State of North Carolina. Individual Artists must reside within the Charlotte-Gastonia-Rock Hill radio market as determined by Arbitron. For Artists that include more than one person, at least one member of the Band must reside within the Charlotte-Gastonia-Rock Hill radio market as determined by Arbitron. Proof of age, eligibility, residency, and identity must be furnished upon request in a form satisfactory to WSGE.

A Band and each Artist must all be under no contract that prohibits entering into this Competition, interferes in any manner with Artist’s ability to comply with the Terms, Conditions, and Requirements of this Competition, or otherwise provides for an Artist’s exclusive services as a musician, performer, or songwriter, or for the exclusive distribution of songs written or performed by any Artist. Artist names must be original and not likely to cause confusion with any other musical group or performer or otherwise impact the current use of a similar name by any other person or organization. No Artist will possess, use, or be under the influence of alcohol or any illegal substance in connection with any performance or other activity relating to the Competition. WSGE reserves the right, at its sole discretion, to disqualify or suspend any Artist from participating in any aspect of the Competition. Artists cannot be represented by an agent, and submissions from an agent are not eligible. Members of SAG, AFTRA, or any other organization that represents the interests of entertainers or talent for collective bargaining purposes are ineligible to participate. Artists must not be obligated under another contract or any other obligation that would conflict with his/her/their ability to perform



his/her/their obligations if ultimately selected as winner of this Competition, and you should not apply if you have any such obligations. WSGE employees and volunteers are ineligible.

HOW TO ENTER. Entry forms are available on the WSGE website at www.wsge.org. Artists must completely and accurately complete an entry and submit it to WSGE between August 31, 2010, and 11:59 p.m. September 20, 2010. All entries must be mailed to WSGE, Attn. Cathis Hall, 201 Highway 321 South, Dallas, NC 28034, or hand-delivered during WSGE's normal business hours to WSGE, Craig Arts and Sciences Building, Room 115, Dallas Campus, Gaston College. Receipt of entries will not be verified by WSGE.

Each entry must include (1) entry form accurately completed; (2) an original song ("Song") on compact disc ("CD") (see further limitations and requirements on Songs below); (3) photo and bio of the Artist(s); and (4) entry fee of \$30 per Song payable to WSGE by check or money order. Submission of an entry constitutes a license for WSGE to use the entry for the purpose of this Competition. WSGE is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, unplayable, damaged, undeliverable or delayed. Entries that are incomplete in any manner will not be considered.

SONGS. Each Song must be original and the exclusive property of at least one of the Artists submitting the Song. Your Song may not be a "cover" of a copyrighted song. Each Song, including the underlying lyrics and musical compositions, must have been written entirely by at least one of the Artists submitting the Song. No Song may use any "samples" or copies of other recordings (including short guitar riffs, drum loops, kicks, or hits, no matter how small) unless such samples are either (i) owned entirely by at least one of the Artists submitting the Song; or (ii) authorized for unrestricted royalty-free use (in which case the Artist must provide, to WSGE's satisfaction, proof that the use is authorized). Your Song may not copy the musical composition or sound recording of any other copyrighted song. To the extent that any one Artist owns rights with respect to any Song submitted, such Artist must authorize all of the Artists to use and perform such Song in accordance with the scope of these Terms, Conditions, and Requirements and the Competition. No Song or related materials may violate the rights of any third party, be illegal, defamatory, indecent, or obscene. No Artist may be a member of any foreign collecting society or other organization pursuant to which any performance rights of any Song have been assigned. Songs must be appropriate for and fit the "style" of air play during WSGE's Adult Album Alternative (known as The Blend) format or Blues format, as determined in the sole discretion of WSGE.

WINNER SELECTION. A panel of judges from WSGE will review entries and select one winning entry. The panel of judges will evaluate Songs based on vocal quality, craftsmanship, marketability and lyrics, as judged in their sole discretion, and the panel of judges will select one winning Song. The Artist who submitted the winning Song is the winner of the Competition. The target date for announcement of the winner is September 27, 2010, but that date may change depending on the number of entries and other factors that may cause the date to be earlier or later, at the convenience and/or necessity of WSGE. Following selection of the winner, WSGE will attempt to contact the winner based on the information provided in the Artist's entry



materials. If WSGE does not receive a response from the winning Artist within two days of WSGE's initial attempt to make contact, the winner may be disqualified at WSGE's sole discretion, and an alternate winner selected.

PRIZE AND WINNER OBLIGATIONS. The winning Artist will have his/her/its Song recorded at Epiphonic Studios, in Lenoir, North Carolina, for purposes of including in on the WSGE 30th Anniversary CD. The recording session will be scheduled to occur within one week of selection of the winner. At WSGE's election, the Song will be included on WSGE's 30th Anniversary CD. WSGE shall have no obligation to include the Song on the 30th Anniversary CD or otherwise to distribute copies of the winning Song. The winner will also receive twenty hours of recording time (tracking and/or mixing) at Epiphonic Studios in Lenoir, North Carolina, which must be used within 60 days of selection of the winner. Approximate retail value of studio time is \$2,000. The winner will be featured on WSGE's website and will be interviewed on WSGE at a date and time selected by WSGE. Except as described herein, the winner will not be paid or provided any compensation, reimbursement, fee, or any other consideration, monetary or otherwise. Any and all taxes on the prize are solely the responsibility of the winner. All expenses, costs, and fees not specifically included in the prize are the responsibility of the winning Artist.

WINNER GRANT OF LICENSES IN GENERAL TERMS. The winning Artist must grant WSGE a non-exclusive, royalty-free, irrevocable, and perpetual license, under copyright, to record and reproduce the winning Song (and its lyrics) on any medium such as CDs, computer audio files, or on any other form of reproduction (including, sound alone, audiovisual, and written lyric reproductions) now or hereafter known. WSGE must be permitted by the winning Artist to edit, mix, master, or otherwise modify or make a derivative work of the winning Song as necessary to produce the 30th anniversary CD. The winning Artist must grant WSGE a non-exclusive, royalty-free, irrevocable, and perpetual license, under copyright and throughout the world, to perform the winning Song as fixed in a recording publicly, including by means of radio broadcast and digital audio transmissions. The winning Artist must grant WSGE a non-exclusive, royalty-free, irrevocable, and perpetual license, under copyright and throughout the world, to distribute copies, advertise, and otherwise deal in the winning Song as fixed in a recording, individually or as part of a compilation, to the public, via any and all media (including CDs and digital downloads), at no charge. The winning Artist must grant WSGE a non-exclusive, royalty-free, irrevocable, and perpetual right to use and publish and to permit others to use and publish the names, portraits, pictures, likeness, and biographical material of each Artist and the Band (if applicable) in any manner and in any medium in connection with WSGE and the distribution of any recordings. Winning Artist must execute one or more licensing agreements embodying the licenses referenced above. Such licenses and agreements may, at WSGE's election, be more expansive or restrictive than the general terms outlined immediately above.

RELEASES; LIMITATION OF LIABILITY. Except where prohibited by law (1) submission of an entry and/or Song constitutes permission for WSGE to use the applicant's name, address (city and state), photo, musical work, likeness, biographical information, and



voice for advertising/publicity purposes worldwide and in all forms of media, in perpetuity, without notice or compensation to applicant or any third party and (2) WSGE has the right to modify, edit, adapt, electronically alter, use, assign and/or dispose of entries, musical works, and/or photographs in its sole discretion and for any purpose without any notice or compensation to applicant or any third party.

BY ENTERING, ARTISTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY GASTON COLLEGE, WSGE, THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES, OFFICERS AND DIRECTORS AND THEIR IMMEDIATE FAMILIES, SUCCESSORS AND ASSIGNS, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THE COMPETITION, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH THE ENTRY AND/OR SELECTION PROCESS, 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 COMPETITION OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN COMPETITION-RELATED ACTIVITY.

GOVERNING LAW; FORUM SELECTION CLAUSE. The laws of the State of North Carolina shall govern the Competition, without regard to North Carolina's (or any other jurisdiction's) choice of law rules. The courts of North Carolina in Gaston County shall be the exclusive forum and venue for any dispute relating to these Terms, Conditions, and Requirements and/or the Competition. All Artists agree, by submitting their entry in the Competition to submit to the personal jurisdiction of the courts of North Carolina in Gaston County.

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