

In the Spirit Entertainment National Talent Competition 2016

Official Rules and Regulations

- Entry:** On-line registration for auditions for the Regional Finals of the In the Spirit Entertainment's National 'Inspirational' Talent Competition is now open. To audition for competition, please complete and submit your entry at: www.inthespiritcompetition.com. The audition entry fee is twenty dollars (\$20) per act (soloist, duo or group), up to five members per act. Once entries are submitted, they will become exclusive property of In the Spirit Entertainment, LLC and will not be returned. For a copy of the official rules, please print from the website. Please review the Official Rules before you register for this competition.
- Eligibility:** This contest is only open to residents of the fifty (50) United States and the District of Columbia, who are 13 years of age or older by your audition date. Employees and agents of In the Spirit Entertainment, LLC and their respective affiliates, officers, distributors, agencies, and prize suppliers, along with their immediate family members or persons residing in the same household of such employees are not eligible to enter or win.
- Overview:** In the Spirit National Talent Competition provides a unique opportunity for aspiring '**independent**' artists and entertainers to display their talents across the United States and beyond. 'In the Spirit' is an inspirational and uplifting national talent competition which provides a platform for a multitude of talents and acts. The talent pool consists of singers, dancers, musicians, comedians, poets, rappers and any other talents that **focus on positive, inspirational and family-friendly** content for all to enjoy. Whereas we encourage all artistic talents to apply, talents that are not consistent with our message of positivity and inspiration will not be allowed to complete their audition or participate in the competition phase. All decisions regarding the acceptance of content will be at the sole discretion of the show's producers.
- Performances:** A soloist is considered one talent as well as a trio is considered one talent. If a registered talent doesn't arrive at the specified time, the next unregistered talent or walk-on talent will replace that talent that was not present at their scheduled time. Each talent will be given up to sixty (60) seconds for their audition. A point will be deducted for going over the allotted time. **Contestants must bring their own instruments if they wish to perform with live music. Contestants using recorded music MUST record and bring their music on a CD or flash drive/zip drive/thumb drive.**
- Winners:** The 2016 competitions will be held in four cities across America starting in Atlanta, GA, moving to Dallas, TX, then to Saginaw, MI, and finally to Los Angeles, CA. Winners will be selected by a panel of judges based on stage appearance, originality, personality and category performance (duo, trio or group). There will be one (1) grand prize winner in each of these cities, along with a total of nine (9) additional acts selected from the four competition sites listed above. Therefore, there will be a total of twelve (12) finalists, which will compete in Los Angeles, CA on October 15th 2016 to be crowned the National Winner of the 'In the Spirit' Competition's 1st Season. The winner in Los Angeles will receive \$2,500, an artist branding package, and allowed to display their talent on either a national stage via TV, radio or online network, depending on winner's brand of talent.
- Likeness:** The undersigned hereby irrevocably consents to and authorizes the use, by In the Spirit Entertainment, LLC, its officers and employees, of the undersigned's image, voice and/or likeness as follows: In the Spirit Entertainment, LLC shall have the right to photograph, publish, re-publish, adapt, exhibit, perform, reproduce, edit, modify, make derivative works, distribute, display or otherwise use or reuse the undersigned's image, voice and/or likeness in connection with any product or service in all markets, media or technology now known or hereafter developed in the In the Spirit Entertainment, LLC's products or services, as long as there is no intent to use the image, voice and/or likeness in a disparaging manner. In the Spirit Entertainment, LLC may exercise any of these rights itself or through any successors, transferees, licensees, distributors or other parties, commercial or nonprofit.
- Elimination:** Any false information provided within the context of the contest by any participant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Official Rules, or the like, may result in the immediate elimination of the participant from the Contest. The Producers further reserve the right to disqualify any entry that it believes in its sole discretion infringes upon or violates the rights of any third party, otherwise does not comply with these Official Rules, or violates U.S. or applicable state or local law.

8. **Cancellation:** The Promoter reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the competition will be notified to entrants as soon as possible by the Promoter.

9. **Waiver and Indemnity:** By submitting any entry, each entrant, its, his, her or their heirs, successors and assigns ("entrant") thereby releases In the Spirit Entertainment, LLC, discharges and covenants not to make a claim against or sue In the Spirit Entertainment, LLC and their parents, subsidiaries and affiliates, licensees, employees, officers, directors, representatives, successors and assigns, of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, liability, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, which entrant may have or hereafter have against In the Spirit Entertainment, LLC by reason of any injuries or damages entrant may sustain, whether to entrant's person, property, reputation, or otherwise, as a result of, incident to, or related in any way to the entry, the contest, or the use, incorporation or exploitation of the entry for any purpose described herein. Entrant waives and foregoes the right to seek injunctive relief against anyone relating in any way to the entry, the contest, or the use, incorporation, or exploitation of the materials for any purpose described herein. Entrant agrees to indemnify and hold harmless In the Spirit Entertainment, LLC from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses that may arise.

General Information

10. **What to Bring to the Auditions:** Wristband and Seat Ticket: You must NOT remove the wristband issued to you on registration day. You must bring the wristband and seat ticket with you to the audition. Identification: Bring the same two forms of identification that you brought with you to the registration day (for example, a birth certificate and driver's license or a birth certificate and a passport or a birth certificate and a school ID card). Proof of Citizenship/Residency: If your birth certificate was not issued in the United States, you must bring proof of citizenship and/or permanent U.S. residency (for example, a green card or naturalization papers).

11. **What to Wear to the Auditions:** Please do not wear any clothing or bring any items that have designer names, corporate or sports team names or logos, copyrighted images, celebrity names or images (living or dead), cartoon character images or inappropriate messages or words (for example, profanity). If you do wear such clothing, you may be required to remove it, turn it inside out or put on additional clothing to cover it. If you have any tattoos that contain any corporate or sports names or logos, copyrighted images, celebrity names or images (living or dead), cartoon character images or inappropriate message or words (for example, profanity), please cover the tattoo for your audition.

12. **Important Suggestion for Day of Registration and Audition:** Please be sure to eat something prior to coming to the registration and auditions. While concessions may be available inside the venues, it is important to eat before you get in line in order to keep your energy level up. Remember, breakfast is the most important meal of the day and this could be the most important audition of your life! It would also be a good idea to bring some bottled water with you to the line on registration and audition days; however, you should be aware that you may not be able to bring the water into the venue.

13. **Disqualifications:** We reserve the right to disqualify and/or exclude, in our sole and absolute discretion, any individual from any of the auditions for any reason or for no reason at all, including without limitation, violation of any portion of these rules, or tampering with the entry process or the audition process. We also reserve the right to change the rules and procedures at any time. Being chosen to audition does not ensure contestant of moving to the next round.

***ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. IF YOU FAIL TO COMPLETE ANY FORM, GIVE ANY FALSE INFORMATION, OR FAIL TO REVEAL ANY PERTINENT INFORMATION, YOU MAY BE DISQUALIFIED FROM THE AUDITION PROCESS.**

***ALL CITIES, VENUES AND DATES ARE SUBJECT TO CHANGE.**

Release Form

1. You **MUST** be able to demonstrate to the satisfaction of Producer that you do not have any of the following agreements in effect (written or oral):

*A contract for talent representation (for example, a talent agent or manager);

*A current music recording contract;

*A current agreement relating to the use of your name, voice and/or likeness;

*An exclusive acting contract; or

any other contractual arrangement that would prohibit you from fully participating in the show and/or entering into any contracts required by Producer, including an exclusive management contract, recording contract and merchandising contract.

2. I grant to Producer and its successors, licensees and assigns, the irrevocable right, but not the obligation, with or without my knowledge, to film, tape and/or photograph, record, exhibit, edit and otherwise use my appearance, name, likeness, voice, singing voice, conversation, sounds and biographical data on or in connection with the Program in any manner in Producer's sole election and discretion, which use shall not entitle me to receive any compensation whatsoever. I agree that Producer is the sole owner of all results and proceeds of such film, tape, photography and/or recording and my appearance thereon, with the right for Producer and its successors, assigns, and licensees, in any and all media, including, without limitation, motion pictures, television, on-line exploitation, and publishing, and in connection with advertising, promoting, marketing and merchandising.

3. In addition to the rights granted elsewhere in this Release, I understand and agree that if my appearance, name, likeness, voice, singing voice, conversation, sounds and/or biographical data is used in connection with the Competition, I may be required, in consideration of Producer possibly including my appearance, name, likeness, voice, singing voice, conversation, sounds and/or biographical data in the Competition, and at Producer's election, to enter into the following agreements with Producer and/or Producer's designee(s), the terms of which shall be subject to good faith negotiation: (a) an agreement for the management of my career in the entertainment industry (including, but not limited to, my acting, singing, songwriting, or other services); (b) an agreement for my services as an artist; (c) an agreement for my participation and performance on the In the Spirit Entertainment Tour, and (d) an agreement for the use of my name, voice, conversation, likeness and biography in connection with advertising, endorsements, merchandising, and/or sponsorships, and on-line content activities. I understand and agree that such agreements shall become fully effective only at the election of Producer and/or Producer's designee(s).

4. You expressly state that neither you nor any of your immediate family members (spouse, ex-spouse, parents, siblings, children, step-children) or members of your household (whether or not related to you) are current employees, directors, officers, independent contractors, agents, or representatives of In the Spirit Entertainment, LLC, In the Spirit Entertainment Foundation, Inc. or any of its affiliates.

5. IF YOU AND/OR YOUR FRIENDS, FAMILY MEMBERS, OR ANYONE ELSE ACCOMPANYING YOU TO THE AUDITION, DO NOT WISH TO BE PHOTOGRAPHED, OR DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT ATTEND THE AUDITIONS AND DO NOT ENTER THE VENUE WHERE THE AUDITIONS ARE TAKING PLACE. Yours and their attendance at the audition event will be conclusively deemed to be a waiver of any and all claims for invasion of privacy, defamation, etc. All federal, state and local laws apply.

Name _____

Signature _____

Date _____