

# LIFE OF HOPE

## HOPE Notes Music Fest

### Exhibit B

### Rules for Applying and Participation

LIFE OF HOPE, a Wisconsin 501(c)(3) non-profit corporation (the "LOH"), is proud to host its HOPE Notes Music Fest on August 14, 2019 (the "Event") at Regner Park, located at 800 N Main St, West Bend, WI 53090 (the "Venue"). Band/Performers from around Washington County and surrounding counties are invited to apply for the HOPE Notes Music Fest Event (the "Event"). Ten Band/Performers will be chosen to perform live at the Event for a chance to earn the "Opening Act" position, playing immediately prior to the headline Band/Performer, Riding Shotgun and the reigning glory of "Opening Act - HOPE Notes Music Fest 2019."

#### RULES FOR APPLYING FOR THE EVENT

**1. APPLICATION:** In order to be eligible to participate in the Event, applicants must complete the online application ("Entry") at [LiFEofHOPEproject.org/HOPEnotes](http://LiFEofHOPEproject.org/HOPEnotes), including access to staged or live video performances of the applicant performing two or more musical numbers. Additionally, each individual member ("Member") of the act ("Band/Performer") applying to participate must agree to abide by the following rules (the "Rules") in applying for the Event and, if selected, at all times during the Member's participation in the Event. Each entry must complete and submit the online Application Form along with the application fee of \$50.00.

**2. ELIGIBILITY:** To become an eligible Band/Performer, each Member must be four (4) years or older at the time of entry and must be able to attend the Event in person. If the applicant is under the age of 18, a legal guardian must grant consent by signing as well. Additionally, in order for a Band/Performer to be eligible, at least half of the Band/Performer's members must live in Washington, Ozaukee, Sheboygan, Fond du Lac, Dodge, Waukesha, or Milwaukee Counties. The Band/Performer may submit and perform original and non-original works. This Event is subject to all applicable federal, state, and local laws and regulations. Entries that are not in accordance with the guidelines as stated herein or are not received by June 21, 2019 will be ineligible. The LOH reserves the right, in its sole discretion, during or upon completion of the Event entry period, to request that any applicant resubmit his/her Entry which fails to comply with the Entry Requirements, as defined below. Any waiver of any obligation hereunder by LOH does not constitute a general waiver of any obligation to participants. LOH reserves the right to waive the Event entry requirements set forth herein in its sole discretion. LOH's employees, officers, and directors and their immediate families (parents, children, siblings, and spouses) and members of their household (whether or not related) are not eligible to enter the Event.

**3. LICENSE TO USE ENTRY:** By entering the Event, each Member hereby grants LOH a irrevocable, transferable, and royalty-free license to, and LOH shall have full right and power to, copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the Entries in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the world in any manner whatsoever and for any purpose. By entering, each Member acknowledges that his/her Entry may be posted on the LOH website and social media and/or the Event website and social media, in LOH's sole discretion. LOH has no obligation to use or post any Entry submitted.

# LIFE OF HOPE

## HOPE Notes Music Fest

### Exhibit B

### Rules for Applying and Participation

**4. ENTRY GUIDELINES:** By submitting an Entry, each Member hereby represents and warrants that his/her Entry conforms to the entry requirements set forth below (“Entry Requirements”):

- Entry cannot be sexually explicit or suggestive, unnecessarily violent, or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity, or any materially dangerous activity;
- Entry cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous;
- Entry cannot be obscene or offensive, endorse any form of hate or hate group;
- Entry cannot defame, misrepresent, or contain disparaging remarks about LOH, the sponsors of the Event or their respective products or services, or other people, products, services or companies;
- Entry cannot infringe on trademarks, logos, or trade dress owned by others;
- Entry cannot advertise or promote any brand or product of any kind, unless ownership rights are their own, without permission;
- Entry cannot infringe on the right of publicity of any person, living or dead, without permission or full disclosure of copywrite ownership as would be necessary if performing non-original music; and
- Entry cannot depict, and cannot itself, be in violation of any law. Any Entry that, in the sole opinion of LOH, is deemed to be inappropriate for publication, incomplete, illegible, false, deceptive or garbled, or otherwise fails to satisfy the Entry Requirements is ineligible.

Notwithstanding anything herein to the contrary, LOH shall not have any duty to inquire into or investigate whether the Entry Requirements have been met, nor shall LOH be responsible or liable for the contents of any Entry or any claims arising therefrom.

**5. REPRESENTATIONS AND WARRANTIES:** By submitting an Entry, each Member represents and warrants that: (a) if the Entry contains his/her original work, the Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (b) publication of the Entry via various media, including web or social media postings, will not infringe on the rights of any third party; and (c) the covered song is an original composition. Or, (a) if the Entry contains non-original work (“Cover”) performance, the rightful owner of such intellectual property will be fully disclosed; (b) modifications of Cover songs will be identified as an original rendition of the Cover; and (c) publication of the Entry will not infringe on the rights of any third party.

**6. EVENT PERFORMANCE SELECTION:** Eligible Entries will be judged by LOH and 10 entries will be selected. LOH representatives will vote to determine the 10 Entries selected to participate in the Event.

#### **RULES FOR PARTICIPATING IN THE EVENT**

# LIFE OF HOPE

## HOPE Notes Music Fest

### Exhibit B

### Rules for Applying and Participation

**7. SELECTED APPLICANT NOTIFICATION:** Selected applicants will be notified by [Anna@LIFEofHOPEproject.org](mailto:Anna@LIFEofHOPEproject.org) no later than June 7, 2019 of their eligibility to perform at the Event. Each Member will be required to complete, sign and return the Consent to Authorized Use and Release of Liability, attached hereto as Exhibit A (the "Consent"), within seven (7) days of notification. Each Member must return the signed Consent in order for the Band/ Performer to be eligible to perform at the Event. Failure to comply with this rule will result in disqualification and an alternate "Band/Performer" will take their place.

**8. PERFORMANCE LINE-UP:** Each Band/Performer will be entitled to perform 1-2 songs at the Event, constituting no more than 6 minutes total. No later than 15 days prior to the Event, the Band/Performer may request a change of song selected, as identified within the original Application Entry. LOH reserves the right to object to any song the Band/Performer intends to perform at the Event. If LOH so objects, the Members agree not to perform that song at the Event and to perform song(s) submitted and approved by LOH.

**9. PERFORMANCE GUIDELINES:** Each Band/Performer will be responsible for coordinating load in, setup and line check with the Venue. The Venue will provide a house drum set and bass amplifier for each Band/Performer to use, which must remain on stage during each performance. All sound, lighting and technical assistance will be provided. LOH is not responsible for any loss or damage to the Band/Performer's personal equipment used during the Event.

If a Band/Performer is selected to participate in the Event, each Member of such Band/ Performer represents and warrants that the Band/Performer's performance at the Event will conform to the Entry Requirements. By agreeing to perform at the Event, each Member represents and warrants that: (a) if the Band/Performer intends to perform an original work, the original work does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (b) publication of the Band/Performer's performance at the Event via various media, including web and social media postings, will not infringe on the rights of any third party; (c) each Member will not violate any applicable federal, state or local law or regulation; (d) each Member will abide by all of the rules of the Venue on the day of the Event.

**10. PUBLICITY/AUTHORIZED USES:** As a condition to participating in the Event, each Member shall agree to the terms of the Consent regarding Photographs, Name, and Likeness.

**11. OWNERSHIP OF RECORDINGS:** As a condition to participating in the Event, each Member shall agree to the terms of the Consent regarding Recordings.

**12. "OPENING ACT" DETAILS:** The Band/Performer having raised the most money in support of the LIFE OF HOPE mission, will earn the title and position of "Opening Act - HOPE Notes Music Fest 2019." All recognition details will be determined in LOH's sole and absolute discretion. All benefits are non-transferable, may not be substituted, except in LOH's sole discretion, and cannot be redeemed for cash.

# LIFE OF HOPE

## HOPE Notes Music Fest

### Exhibit B

### Rules for Applying and Participation

If a benefit, or any portion thereof, cannot be awarded for any reason, LOH reserves the right to substitute a benefit with another prize of equal or greater value. Applicable federal, state, local and other taxes and fees associated with the prizes and any expenses related to the acceptance and use of prizes and not specified in these Rules are the sole responsibility of the winners. Unclaimed prizes will not be awarded.

**13. ATTRACTING, REPORTING, AND USE OF FUNDS RAISED:** Each Band/Performer is required to obtain a minimum Sponsorship of \$200 to be donated directly to the LOH organization. Use of raised funds will be at the sole discretion of LOH officers and directors, for the ongoing operational and program expenses associated with the nonprofit's suicide prevention programs. Reporting of funds raised must be made no later than Wednesday, August 7, 2019 to [Anna@LiFEofHOPEproject.org](mailto:Anna@LiFEofHOPEproject.org). Fundraising sources and values must be disclosed, including sponsor name(s) with associated contribution value(s) and contact name, phone, and email for any funds not previously collected for presentation to LOH for confirmation of intended contribution toward the LOH mission and the Band/Performer fundraising achievement. Contributors to a Band/Performer's fundraising efforts, desiring to remain anonymous, may be recognized as anonymous when reporting funds raised, in associated with the value contributed.

#### GENERAL

**14. NO TAMPERING; RIGHT TO CANCEL, MODIFY:** LOH, any Event sponsors and subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents ("Event Parties") shall not have any obligation or responsibility with regard to: (a) Entries that contain inaccurate information or do not comply with or violate the Rules; (b) Entries, benefit claims or Consents that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) Members who have committed fraud or deception in entering or participating in the Event or claiming a prize; (d) telephone, electronic, hardware, software, network, internet or computer malfunctions, failures or difficulties; (e) any inability of the applicant or selected Band/Performer for any reason; or (f) a benefits that cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond LOH's reasonable control.

LOH reserves the right, at its sole discretion, to disqualify any Member or Band/Performer it finds to be tampering with the entry process or operation of the Event or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person or to otherwise disrupt the Event in any manner. If LOH determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Event, LOH reserves the right to terminate the relevant portion of the Event and/or the entire Event. If the Event is terminated or modified due to technical difficulties or unforeseen events, notice will be emailed to each participating Band/Performer at the email address provided to LOH.

**LiFE OF HOPE**  
**HOPE Notes Music Fest**  
**Exhibit B**  
**Rules for Applying and Participation**

**15. JOINT AND SEVERAL LIABILITY:** Each Member agrees to be jointly and severally liable to LOH for all losses and indemnification claims incurred by LOH and for all representations and warranties made by the Band/Performer.

**16. INDEMNIFICATION:** The Members, jointly and severally with the other Band/Performer Members, agree to indemnify and hold harmless LOH and any Event Parties (collectively, the “Indemnitees”), from and against any expense, cost, damage, loss, fine, penalty, liability or judgment, including reasonable attorneys’ fees, suffered or incurred by the Indemnitees as a result of any claim, demand, action, arbitration, suit or similar proceeding (“Claim”) alleging that the Entry or the Members’ performance at the Event infringes or misappropriates any copyright, trademark, patent, trade secret or other proprietary right of such third party.

The Members, jointly and severally with the other Band/Performer Members, agree to indemnify and hold harmless the Indemnitees from and against any Claim that arises from or is in connection with (i) a breach of the representations and warranties, covenants or obligations contained herein or in the Consent, (ii) any Member’s failure to perform his/her responsibilities as contained herein, and (iii) any Member’s negligence or willful or intentional misconduct.

**17. LIMITATION OF LIABILITY:** THE AGGREGATE LIABILITY OF LOH ARISING AT ANY TIME UNDER THESE RULES OR THE CONSENT SHALL NOT EXCEED \$1,000. IN NO EVENT SHALL LOH BE LIABLE WITH RESPECT TO ITS OBLIGATIONS UNDER OR ARISING OUT OF THESE RULES OR THE CONSENT FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA/PROGRAMS, COMPUTER FAILURE, LOSS OF WORK PRODUCT OR ANY AND ALL OTHER DAMAGES OR LOSSES WHETHER DIRECTLY OR INDIRECTLY CAUSED, EVEN IF LOH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**18. MISCELLANEOUS:** All matters arising out of or relating to these Rules shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction). In addition, any dispute relating to the Event (including these Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in West Bend, Wisconsin. Participants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum nonconveniens or lack of personal jurisdiction they may have.

**19. CHANGES TO THESE RULES:** These Rules are subject to occasional revision, and if LOH make any material changes to these Rules, LOH will notify each Member of any material changes by posting notice of the changes on LOH’s website, and/or, in our sole discretion, by email.