

# The Kiss Country 101.7 2009 Colgate Country Showdown Contest Rules & General Information

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## CONTEST DESCRIPTION

Colgate will be conducting a national country music talent search. Kiss Country 101.7 will be conducting its own local competition, and will be sending the winner of the local competition to the state search contest sponsored by Colgate. Kiss Country 101.7 will conduct its local competition during the 2009 Clark County Fair on Thursday, July 30, 2009. Selected finalists will perform at the County Fair when one (1) winner will be selected as a local winner and will have the opportunity to participate in the Colgate state search at the Colgate Country Showdown. The **"Kiss 101.7 Colgate Country Showdown"** contest will begin on March 30, 2009 and end on July 6, 2009 ("Contest Period")

## HOW TO ENTER

1. Beginning on March 30, 2009, WKSW-FM Kiss Country 101.7 will solicit over the air and on the Kiss Country 101.7 website ([www.kisscountry.com](http://www.kisscountry.com)) for Colgate Country Showdown contest entries. Entries are to include a cassette tape or CD with a bio from the would-be participant. From among all entries received, a panel of WKSW-FM Kiss Country 101.7 station judges comprising station personnel will choose the final ten (10) would-be contestants to participate in the event at the Clark County Fair.
2. Upon selection, contestants must complete a CONTEST ENTRY FORM (for the act) and return it to the sponsoring radio station with a registration fee(s) before the selected deadline date.
3. The deadline for all submissions is July 6, 2009, 5:00 PM.
4. A onetime registration fee of \$15.00 per act (not per person) is required - U.S. currency only. The fee is to be collected only once, regardless of the number of performances during the course of competition. A contestant must pay the registration fee and complete an entry form.

## ELIGIBILITY RESTRICTIONS

1. The contest is open to amateur musicians who are legal residents of the U.S.
2. Employees of WKSW, Main Line Broadcasting, LLC, Special Promotions, Inc. ("SPI"), Colgate-Palmolive, their respective parent companies, subsidiaries, affiliates, divisions, distributors, suppliers and advertising, promotional or judging agencies and immediate family members of such employees (parent, child, sibling, spouse) and persons living in the same household of such employees (whether related or not) are not eligible to participate or win.
3. The act (contestant) agrees that it may be disqualified immediately from any level of Showdown competition if the act (or any member thereof) commits any act or becomes involved in any situation that would adversely reflect on the Showdown or any party furnishing a prize, or tend to bring it into public disrepute.
4. Age restrictions will be at the discretion of the radio station and/or its venue, as no age

restrictions apply locally for the said WKSJ-FM event. Participation in the event is at the discretion of a minor's parent or guardian.

5. Contestants may not be part of an act with over seven individuals.
6. Contestants may not have performed on a record listed in Billboard, Radio and Records, or the Gavin Report within eighteen months preceding local competition.
7. Contestants selected as finalists must have paid the registration fee of \$15.00 per act (not per person) before performing live at the local Showdown.
8. Contestant may not be part of any backup band nor be related to any member of the backup band by birth or marriage nor have performed with the backup band or any member or the backup band for monetary compensation within the past year.
9. Contestant may not already been declared a local winner of a 2009 Country Showdown and eligible for State competition.
10. As a condition of entering the contest, participants must assure that they have never been a national winner, either as an individual or as part of a group in any of the 2006, 2007, or 2008 Country Showdown events.
11. Listeners may not win more than once in any WKSJ Kiss Country 101.7 contest during any thirty (30) day period.

#### **LOCAL CONTEST PRIZES**

1. Grand Prize: \$500 (in the form of a check) will be awarded to the Winner of the contest. The Winner will also be entered into the national Colgate contest for a chance to win in the state *Colgate Country Showdown* competition.
2. \$300 (in the form of a check) will be awarded to the second place winner of the contest.
3. \$200 (in the form of a check) will be awarded to the third place winner of the contest.
4. The first place/grand prize winner will advance to the state Showdown competition which is under the control of Colgate-Palmolive and SPI. The winner of the Local Showdown contestant must pay their own expenses during the competition at the local, state and regional levels. In signing the Entry Form, the Showdown contestant acknowledges that neither SPI nor Colgate-Palmolive is responsible for any prizes promised or offered at the local Showdown contest level (except for the local Showdown winner's chance to compete in the state Showdown competition).
5. If there are multiple members in any act, it will be their decision as to how the prize money will be divided.

#### **LOCAL CONTEST EXECUTION**

1. During the Contest Period, listeners will be encouraged to enter the ***"Kiss 101.7 Colgate Country Showdown"*** by submitting a CD of their performance along with a bio by mail to WKSJ at 2963 Derr Road, Springfield, OH 45503.

2. From among all of the contest entries received during the Contest Period, WKSW judges will choose ten (10) finalists who will participate in the Showdown during the Clark County Fair on July 30, 2009.
3. Finalists will be notified by phone two weeks prior to the Showdown at the County Fair. Upon being selected as a finalist, contestants must complete a Contest Entry Form and return it to WKSW within a specified period of time.
4. Each act entered in the Showdown must perform only with the personnel listed on Section 1 and 2 of the Entry Form. No personnel changes or substitutions will be permitted once competition has begun. Once an individual withdraws from an act at any level of the Showdown, he/she cannot perform at the next level.
5. Individuals may perform with only one act during any local Showdown.
6. WKSW may, at its discretion, provide a backup band for acts requiring instrumental support or allow contestants' pre-recorded music. No live "backup band" vocals are allowed. Neither the backup band nor any of its members is permitted to compete in the Showdown in which they are the backup band.
7. Each act must perform live, vocally and/or instrumentally. No special lighting, props or special effects may be used.
8. Any act with three or more individuals playing an instrument may not use the backup band or any part of the backup band, or prerecorded music.
9. The amount of performance time given to each local Showdown contestant will be determined by WKSW.
10. All performances must be done in good taste: no music or lyrics that the radio station or SPI considers to be offensive may be performed.
11. Contestants may perform their own music and receive extra bonus points from the judges. Music eligible for bonus points will be defined as any piece of music written or co-written by the contestant (either individual or member of group). Any contestant (either individual or member of group) who claims to be using his own music may be disqualified at any level of the contest at the discretion of SPI, if a musical copyright for the music exists which does not name the contestant as author or co-author.
12. Acceptable documentation to prove ownership of your music shall include either a certificate of copyright, proof of song registration with BMI, ASCAP, etc., or a notarized copy of the application applying for the copyright with a signed statement by the contestant as to its status.
13. Performances will be awarded 0-10 points in each of the following categories: 1) Marketability in country music; 2) Vocal/instrumental ability; 3) Originality; 4) Stage presence/charisma; 5) Talent. An optional bonus of up to three points may be awarded for acts performing their own music.
14. In the event of a tie, the first tie-breaker shall be the highest number of points given in the Talent category. The second tiebreaker shall be the highest number of points awarded in the Stage Presence/Charisma category. The third tiebreaker shall be by a secret vote of the judges based on overall performance style and impact.

15. WKSX Kiss Country 101.7 is authorized to resolve all disputes at the local Showdown. SPI is the sole authority in resolving all disputes at the state, regional and national level competitions and to disqualify any contestant at any level of the contest for failure to comply with the rules and regulations, including errors and omissions. SPI's decisions are final.

16. Activities and requirements for the State and Regional Showdowns and the National Final are separate and apart from those for this local contest at the Clark County Fair, and are outside of the control of radio station WKSX. Contestants that move on from the local Showdown at the Clark County Fair to the State, Regional and/or National Final will receive information and direction from Colgate-Palmolive and SPI.

## **STATE, REGIONAL AND NATIONAL FINALS**

1. The winner of the local Showdown is eligible to compete in the State Showdown. Contestants may enter as many local competitions as they wish until winning. Local winners may reenter the contest at the local level only after being eliminated at a State or Regional Final. They must complete a new entry form and pay the entry fee when entering at another radio station. Each contestant will perform for a maximum of seven minutes at the state Showdown. No prerecorded music is permitted at State, Regional or National Final. The winner of each state Showdown will receive \$1,000 and the opportunity to compete at one of the six regional Showdowns. Prizes won by minors will be awarded to a parent or legal guardian, if requested.

2. There will be five regional Showdowns where State winners will perform for a maximum of seven minutes to win an all expense paid trip to compete at the National Final. Contestants under 18 years of age must be accompanied by a parent or legal guardian who must execute releases of liability and publicity. National Final expenses paid by SPI are listed below. All other expenses not specified shall be the responsibility of the contestants. 1. Hotel accommodations (double occupancy). 2. Round-trip coach airfare on the airline designated by SPI from a continental USA airport closest to contestant's home served by that airline. 3. Reasonable meal expenses.

3. The National Final will be held by January 31, 2010. The winner will receive \$100,000. The winner, or winner's parent or legal guardian (if winner is a minor), must execute an affidavit of eligibility within thirty (30) days of the National Final. Failure to comply may result in forfeiture of the prizes. Prizes are nontransferable. Winners shall be solely responsible for all taxes in connection with their prizes.

4. Activities and requirements for the State and Regional Showdowns and the National Final are separate and apart from those for the local contest at the Clark County Fair, and are outside of the control of radio station WKSX. Contestants that move on from the local Showdown at the Clark County Fair to the State, Regional and/or National Final will receive information and direction from Colgate-Palmolive and SPI.

## **LEGAL CONDITIONS**

1. Payment of all federal, state and local taxes is the sole responsibility of the Winner. Winners may be required to sign an IRS Form W-9 and/or 1099, or the equivalent based upon the retail value of the prize.

2. By participating in this contest, individuals grant WKSX, SPI and Colgate the right to use their name, video, audio, photograph, likeness, voice or print material which involves the contestant's or their family's name, video, audio, photograph, likeness, voice or print

material in any media now known or hereafter devised for advertising or promotional, purposes herein without additional compensation or limitation.

3. By submitting an entry form, the act/contestant(s) (and each individual member thereof) assumes all risks of property damage or bodily injury (including death) that might occur during the local, state, regional and national Showdown events. The act (and each individual member thereof) agrees not to bring against Colgate-Palmolive or other national sponsors any claim for property damage or bodily injury (including death) that might occur during local, state, regional, or national Showdown events.

4. All entrants, as a condition of participation, and all winners, by acceptance of a prize, agree to release WKSJ, Main Line Broadcasting LLC, Colgate, each of their respective parent companies, subsidiaries, divisions, affiliates, suppliers, representatives, officers, shareholders, directors, employees, agents and advertising, promotional or judging agencies from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt, ownership or use of the prize or while preparing for, participating in, and/or traveling to and from any prize-related activity or any typographical or other error in the printing of these Official Rules or the offering or announcement of any prize.

5. All contest winners will be required to sign a liability release prior to acceptance of any prize valued at \$600.00 or greater. Pursuant to the liability release, the winners will agree to hold the WKSJ, Main Line Broadcasting LLC and its officers, shareholders, directors, employees, agents and representatives, as well as its subsidiaries, affiliates, and general sponsors harmless against any and all claims or liability, directly or indirectly related to or arising from the contest winner's participation in the Contest. If the winner of the Contest is a minor (under the age of eighteen (18)), the parent or guardian of the Winner must sign the release form.

6. So long as no contestant is adversely affected in any material way, WKSJ reserves the right to make changes to the rules of the contest. Any changes made will become effective once announced on the air.

7. No purchase is necessary. The contest is void where prohibited. This contest is subject to all applicable federal, state, and local laws and regulations.

8. Odds of winning first place during the local Country Showdown depend on the number of eligible contestants entering the contest during the Contest Period.

9. WKSJ / Main Line Broadcasting LLC, its participating sponsors, affiliates, representatives, agents and employees are not responsible for lost, misdirected, mutilated, illegible or incomplete contest entries.

10. Failure of a contestant to comply with the contest rules may result in disqualification.

11. Winners acknowledge that WKSJ has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize items, including, but not limited to, the quality, merchantability, habitability, mechanical condition, or fitness of the prize items.

12. WKSJ / Main Line Broadcasting LLC, its subsidiaries, its affiliates, participating sponsors and promotional partners will not assume any responsibility for any changes in the execution of the contest, including cancellation of the contest as a result of the occurrence of events not within the control of WKSJ / Main Line Broadcasting LLC, its

subsidiaries, its affiliates, participating sponsors/promotional partners and other radio stations, such as Acts of God, Strikes and Terrorist Acts. In the event, such an act should occur, reasonable attempts will be made to offer the winner comparable prize(s) currently being offered by participating stations in lieu of the prize originally awarded.

13. By entering the Contest, contestants agree to comply with all these Official Rules, including any amendments to these rules, and with the decisions of WKSW, Main Line Broadcasting LLC and sponsors, which shall be final and binding in all aspects relating to the contest including, without limitation, decisions regarding eligibility, the selection of finalists and winners, the award of prizes, and the administration of all contest-related drawings and events.