

## **Audition Spotlight Official Rules**

**Aug 4, 2021 through November 21, 2021**

No purchase necessary. A purchase will not improve your chances of winning. Void where prohibited. KCBS KCAL Audition Spotlight ("Contest") will begin on August 4, 2021 at 12 A.M. PT and end on November 21, 2021 at 9:30 P.M. PT ("Contest Period"). All times in the Contest refer to Pacific Time ("PT"). Odds of winning depend upon the number of eligible entries received. Contest is subject to all applicable federal, state and local laws. ELIGIBILITY: Open only to permanent, legal United States ("U.S.") residents who are physically residing in one (1) of the "Fifty (50) United States or the District of Columbia (excluding Puerto Rico, Guam, The U.S. Virgin Islands and other United States Territories)", and who are eighteen (18) years of age or older as of the start of the Contest Period. Officers, directors, and employees of Contest Entities (as defined below), members of these persons' immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Contest. Contest Entities, as referenced herein, shall include KCBS KCAL, 4200 Radford Avenue, Studio City, CA, 91604, and KCBS KCAL, Nuemann Microphone Company (collectively, "Sponsors"), and their respective parent, subsidiary, and affiliate companies, and administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Contest. HOW TO ENTER: To enter the Contest, during the Contest Period log on to [www.thatvoiceover.com](http://www.thatvoiceover.com), (the "Website") click on the Contest Audition Spotlight, and follow the provided instructions to complete and thereafter submit the entry form, which includes your name, address, telephone number, email address, and date of birth (the "Entry"). As part of the Entry, you will be required to submit an audio file ("Audio") on the following theme: "voice-over audition of script provided on the web sites, listed as "audition script."" ("Entry"). Audio must be in the following electronic format: MPEG (.mpg). The file (audition) must be no larger than five (5) MB in size and no longer than sixty-five (65) seconds in length. If entry exceeds sixty (65) seconds in length, it may be disqualified. You may submit the audio online according to the instructions provided on the Website. All Entries become the property of Sponsors, and will not be acknowledged or returned. You must submit the audio file (collectively referred to herein as the "Submissions") as part of your Entry to enter and be eligible for the Contest. Your audition must be original (that is, performed by you), true and verifiable. You must have the permission of any person that you identify or otherwise refer to in your audition. By entering the Contest, entrants grant Sponsors the nonexclusive, royalty-free, and irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit the audition, recording or performance and to incorporate the Submission in other works in any and all markets and media worldwide in perpetuity. Entrants warrant that they have the sole and exclusive right to grant such rights to Sponsors and that the Sponsors' reproduction, publishing, displaying, and/or other use of the Submissions will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. If any Submissions contain material that is violent, pornographic, obscene, illegal, inappropriate, or racially or morally offensive or if any Submissions do not comply with these Official Rules or meet Sponsors' standards for any reason, as determined by Sponsors in their sole discretion, such Submissions (and the related Entries) may be rejected as ineligible for consideration. Entries must comply with all applicable laws, rules, and regulations. Sponsors shall have no obligation to copy, publish, display, or otherwise exploit the Submissions. Entries must be received by October 21, 2021 at 12 AM PT to be eligible for the Contest. Sponsors' computer shall be the official timekeeper for all matters related to this Contest. You may enter once during the Contest Period. Multiple entries received from any person or email address beyond this limit will void all such additional entries. Entries generated by a script, macro, or other

automated means will be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Entry constitutes permission (except where prohibited by law) to use entrant's name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

JUDGING: A panel of qualified judges selected by Sponsors ("Judges") will review the eligible entries received during the Contest Period and select a potential winner ("Winner") on or about November 21, 2021 based on the following judging criteria ("Judging Criteria"): **Creative Interpretation (25%), Brand Interpretation (25%) and Clarity of Marketing message (25%), Alignment with written directions (25%)**. In the event of a tie, the Judges will break the tie by selecting the tied entrant who received the highest points from the Judges for Creative Interpretation as the potential Winner. In the event a tie remains, the tied entries will be judged by an additional tie-breaking judge, using the Judging Criteria, to determine which of the tied entrants will be the potential Winner.

Decisions of Sponsors and Judges are final and binding with respect to all matters related to the Contest. Winning is subject to verification of eligibility. Sponsors reserve the right to pick fewer than one (1) Winner(s), or to extend the Contest Period if in their sole discretion, Sponsors do not receive a sufficient number of eligible and qualified entries. The designated "winner" will be notified by email and may be required to execute and return an affidavit of eligibility, release of liability, and, except where prohibited, publicity release (collectively, "Contest Documents") within five (5) days of such notification. Noncompliance within this time period, with these Official Rules or the return of or inability to deliver any prize/prize notification may result in disqualification and, at Sponsors' discretion, and time permitting, an alternate potential Winner may be selected from among all eligible remaining entries based on the Judging Criteria. **4 PRIZES:** There will be **Four (4)** prizes awarded, each consisting of the following: Paid announcing job for promo or PSA at the direction and discretion of KCBS KCAL Los Angeles; **One (1) TLM 102 Microphone from Neumann Microphone Company; One (1) pair of Neumann NDH 20 Studio headphones; ninety-day (90-day) trial talent representation from ACM Talent Management, 57 West 57<sup>th</sup> Street, NYC 3<sup>rd</sup> Floor, New York, NY 10017. Estimated Retail Value ("ERV") of Announcing job = \$0 ERV, TLM 102 Neumann Microphone \$699 ERV, One (1) pair of Neumann NDH 20 Studio headphones = \$500 ERV, and ACM Talent Management = \$0 EVR. ERV of all Prizes is \$1199.00 dollars.** Sponsors will determine all details of Prize in their sole discretion. Sponsors reserve the right to substitute a similar Prize (or Prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Winner. Sponsor will furnish an Internal Revenue Service Form 1099 to Grand Prize Winner for the actual retail value ("ARV") of Grand Prize for the tax year in which Grand Prize was won. The difference between the ERV and the ARV will not be awarded. Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winner. If Prize is unclaimed within a reasonable time after notification from Sponsors, as determined by Sponsors in their sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible entries at Sponsors' sole discretion. Gift cards are subject to certain terms and conditions as specified by issuer. Sponsors shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Prize, and are not responsible or liable for any expenses incurred as a consequence thereof. Date and/or time of Event is subject to change. Event is subject to

cancellation. All details of Prize will be determined by Sponsors in their sole discretion. CONDITIONS: By entering the Contest, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless Contest Entities and their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the or Contest and/or his/her acceptance, possession, use, or misuse of Prize or any portion thereof (including any travel related thereto); (b) to indemnify Released Parties from any and all liability resulting or arising from the Contest and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, to the posting of such entrant's name on Website and the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any 4 ambiguity or error therein or in the Contest itself, and to be bound by all decisions of the Sponsors, which are binding and final. Failure to comply with these conditions may result in disqualification from the Contest at Sponsors' sole discretion.

ADDITIONAL TERMS: Sponsors reserve the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Contest or the operation thereof is unlawful and subject to legal action by Sponsors, who may seek damages to the fullest extent permitted by law. The failure of Sponsors to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, **pandemic**, act of public enemies, actions of governmental authorities outside of the control of Sponsors (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Contest. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. Sponsors reserve the right to cancel, modify, or suspend the Contest or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsors reserve the right to select Winners from among all eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification, or suspension based on the Judging Criteria above. Notice of such cancellation, modification, or suspension will be posted at Website. Sponsors may prohibit any entrant or potential entrant from participating in the Contest, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or Sponsors' agents or representatives; or behaves in any other disruptive manner (as determined by Sponsors in their sole discretion).

DISPUTES: THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS

RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, 5 CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. WINNER ANNOUNCEMENT: For the names of the Winners, available after November 21, 2021, visit [www.thatvoiceover.com](http://www.thatvoiceover.com), or send a self-addressed, stamped envelope to: Rudy Gaskins, Audition Spotlight, 1697 Broadway, Suite 502 New York, NY 10019.

KCBS/KCAL, its affiliates, parent, shareholders, officers, directors, agents, representatives and employees (collectively, the "KCBS Entities") will have no liability or responsibility for any claim arising in connection with participation in this promotion. The KCBS Entities have not offered, administered or sponsored this promotion in any way.