

2020 WFIT Garage Band Contest – Official Rules



1. Sponsor. The 2020 WFIT Garage Band Contest is sponsored by WFIT 89.5 FM, a non-commercial, public radio station licensed by the Federal Communications Commission (FCC) to the Trustees of the Florida Institute of Technology. Florida Institute of Technology is an independent not-for-profit technological university. WFIT is located at 150 W. University Boulevard, Melbourne, FL 32901.

2. No purchase necessary to enter or win, no entry fee. The Contest is a video submission contest offering the opportunity for musicians to compete to win the opportunity: (i) to have an interview with “Soundwaves” show host Todd Kennedy, and to perform the song played in the winning video, live in WFIT’s performance studio. Interview and performance to be aired at a future date on WFIT 89.5 FM/streaming at www.wfit.org; (ii) to perform at the 2020 WFIT Sonic Waves Music Festival; and (iii) record one original song in the WFIT Performance Studio.

By participating in this Contest, each participant agrees to be bound by these Official Rules and to the decisions of the judges selected by the Sponsor, which are final and binding on all matters relating to the Contest. The Contest will operate as described below:

- Contest submission period: December 1, 2019 through March 6, 2020, 11:59 pm E.S.T.
- The Contest judging period begins on March 7, 2020, and ends on or about March 18, 2020.
- The Winner will be announced on WFIT on March 20, 2020, at 12:00 p.m. (noon) E.S.T.

3. Eligibility. This Contest is open to any Florida “Garage Band”. At the time of entry, no Entrant may have a current recording contract or be bound by any obligations to any third party that would conflict or interfere with the rights of the Sponsor. The Winner must be available to perform at the WFIT Sonic Waves Music Festival on Saturday, April 4, 2020 at the Intracoastal Brewing Company in Melbourne, Florida.

4. How to Enter. Entrant must submit a short video, depicting their performance of a single, original song in a garage. Limit one entry per band. All entries must be received by March 6, 2020. Videos must comply with the following requirements:

- **Videos must:**
 - feature performance in a garage
 - be the Entrant’s original work (covers will not be accepted);
 - be created specifically for the Contest
 - be a maximum of ten (10) minutes in length;
 - be uploaded to YouTube in any format acceptable to YouTube
- **Videos must NOT:**
 - contain material that violates or infringes another’s rights, including, but not limited to, material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright or trademark infringement;
 - feature any music not originally written, performed, and produced by Entrant;
 - contain profanity, offensive or violent lyrics or behavior, or profane attire.
 - include third parties, including but not limited to minors, celebrities, and friends who have not expressly authorized Entrant to display their image, likeness, or voice in any submitted Video.

Email the completed Entry Form with the following materials attached and CLEARLY LABELED WITH YOUR BANDS NAME to wfit@fit.edu with your band's name as the email subject:

1. One JPEG of a high-resolution publicity photograph of the entire band together in one shot. No live shots, please. (Label file: Your Band Name – Press Photo.jpg)
2. One Word Doc file with:
 - (a) Your Band's biography (150 words or less),
 - (b) Song lyrics and the name of the songwriter or songwriters,
 - (c) URL link to your YouTube Video (make sure video is set as publicly viewable)(Label file: Your Band Name – Bio-Song-Video link.doc)

The Entrant must upload an embeddable, publicly viewable Video to YouTube by March 6, 2020. Each Entrant will be required to sign-in to YouTube to post a Video; if an Entrant does not already have a YouTube account, Entrant will be required to create one. After uploading the Video, Entrant must complete the Entry Form available at <http://www.wfit.org> or at the WFIT Broadcast Studio at 150 W. University Boulevard, Melbourne, FL 32901 (and submit as noted above).

5. Judging Period / Judging Criteria. The judging period is March 7 through March 18, 2020. A panel of judges will select a single Winner based on the following criteria:

- (1) Musical Quality and Appeal
- (2) Originality
- (3) Stage Presence and Charisma

6. Winner Notification and Announcement. The Winner will be notified by e-mail and/or phone provided on the Submission Form on or about March 19, 2020. The winner will be announced to the public on March 20, 2020 at noon on WFIT.

7. Prizes. The "Winner" will receive the opportunity: (i) to have an interview with "Soundwaves" show host Todd Kennedy, and to perform the song played in the winning Video, live in the WFIT performance studio. Interview and performance to be aired at a future date on WFIT; (ii) to perform at the 2020 WFIT Sonic Waves Music Festival; and (iii) record one original song in the WFIT Performance Studio.

Bands are expected to respect all/any equipment supplied for performances at WFIT's performance studio and at the Music Festival. Each Entrant agrees that the Sponsor may share information submitted by Entrant with any person or entity for any purpose relating to the Contest or its promotion.

8. Prize Restrictions. The Prize cannot be transferred to another person. No prize substitutions are allowed except at the Sponsor's discretion. The Prize cannot be redeemed for cash. The Winner is solely responsible for transporting any musical equipment necessary for them to perform. The Sponsor is not responsible for damage or theft of any participant's personal property.

In the event any member of the Winning Band engages in behavior during any performance that (as determined by the Sponsor in their sole discretion) is obnoxious or threatening, illegal, intended to harass any other person, or that in any way adversely affects the reputation, image, and/or goodwill of the Sponsor, the Sponsor reserves the right to terminate performance, with no further obligations whatsoever to the Prize Winner, which may result in the Prize Winner's disqualification from the Contest. In the event that any member of the Winning Band engages in behavior during a

performance that (as determined by the Sponsor in their sole discretion) is illegal, tortious, or subjects the Winner to arrest or detention, the Sponsor will have no obligation to pay any damages, fees, fines, or other expenses of any kind whatsoever incurred by Winner as a result of such conduct.

THE SPONSOR WILL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY WINNER'S PERFORMANCES RELATED TO THE PRIZE OR ANY OTHER ASPECT OF THE PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

9. Grant of Rights. In consideration of an Entrant's Video being reviewed/evaluated for this Contest, each Entrant hereby grants to the Sponsor a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete, or display such Video, or any portion thereof, or the musical composition contained therein, in any media and for any purpose, and to use the name, likeness, voice, biographical information, and image of Entrant and any other persons who appear in Entrant's Video in any media and for any purpose of the Sponsor.

By entering the Contest, each Entrant warrants that the videographer who recorded that Entrant's Video has granted to the Entrant a transferable license to the Video, and that the Entrant transfers to the Sponsor the right to use the Video, or any portion thereof, including the right to make derivative works, in any media for any purpose.

10. Entrant Representations, Warranties, Indemnification, and Release.

By submitting an entry, each Entrant agrees to indemnify, defend, release, discharge, and hold harmless the Sponsor, promotional partners, and all others associated with this Contest, and the officers, directors, and employees of each of the foregoing, from any and all claims and liabilities arising from or in connection with participation in this Contest, including, without limitation: (a) claims for injury, loss, or damage of any kind resulting from participation in this Contest and any performances or acceptance or use of any prize; and (b) claims based on rights of privacy, rights of publicity, false light, defamation, copyright, and/or trademark infringement relating to the submission or exploitation of the Entrant's Video.

11. General Terms and Conditions. The Sponsor reserves the right to terminate, modify, or suspend this Contest due to any of an act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government, governmental instrumentality, or tribunal; strike, lockout, or other labor dispute; inclement weather; the recapture of any time period scheduled for the live broadcast of a program for an event of national importance or emergency; failure of technical facilities; failure of third-party software or services; failure of essential production or technical personnel to appear or be available for production or broadcast; or other cause beyond the Sponsor's control.

12. Governing Law. Contest is governed by the internal laws of the state of Florida without regard to principles of conflict of laws. All cases and claims pertaining to this Contest must be brought in a court of competent jurisdiction in the state of Florida.

THE SPONSOR RESERVES THE RIGHT TO CHANGE ANY TERM OF THESE OFFICIAL RULES AT ANY TIME UP TO THE DATE THAT A WINNER IS SELECTED.