

**2017 MUSIC IN OUR SCHOOLS TOUR CONTEST
OFFICIAL VIDEO CONTEST RULES**

**CONTEST ENTRY IS FREE AND NO PAYMENT OR PURCHASE IS NECESSARY TO ENTER OR WIN.
A PAYMENT OR PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. MANY WILL
ENTER, FEW WILL WIN.**

Sponsoring Organizations: The 2017 Music in Our Schools Tour Contest (“Contest”) is a joint project between Give a Note Foundation and the National Association for Music Education (“NAfME”) (collectively the “Sponsors”). The Contest is not sponsored, endorsed, or administered by Facebook, Twitter, Instagram, or other social media outlets.

Description of the Contest: This year, the Give a Note Foundation and NAfME have joined forces to celebrate music education, recognize excellence in music education, and also recognize the value of a supportive community. Six schools will be selected from among the video entries received as the “Winning Schools.” A Radio Disney selected recording artist (“Artist”) will visit each Winning School between February 18 and April 30, 2017 and perform concert for students and staff. Winning Schools will be selected in accordance with these official rules (the “Rules”) based on video performances submitted by eligible Entrant Schools (as defined below) on or before November 10, 2016. Sponsors will determine the Artist who will visit the Winning Schools, and the same Artist may not visit each school. The Sponsors will announce the name or names of the Artist or Artists who may perform on or before February 18, 2017.

Entry Constitutes Agreement: By entering the Contest, the Entrant School agrees to be bound to and abide by these Rules and the decisions of the judges. The Rules form a binding legal agreement between the Entrant School and the Sponsors. By entering this Contest, the Entrant School consents to hosting a concert on its grounds or at another location mutually agreed upon by the Sponsors and the Entrant School upon being selected as a Winning School.

Contest Period: Those meeting the eligibility requirements set forth below may enter the Contest between 12:00 a.m. (PT) on October 7, 2016 and 11:59 p.m. (PT) on November 10, 2016 (“Contest Period”).

Who Can Enter: This Contest is only open to private and public schools serving students in grades K-12 within the United States (including the District of Columbia) (“Entrant Schools”). Individual students are not eligible to enter this Contest. Entrant Schools must have at least one part-time music educator on staff and must operate out of a building used solely for formal educational purposes. Videos must be submitted by an adult teacher or administrator who works at the Entrant School (“School Representative”). School Representative must be 18 years of age or older. Videos not submitted by a School Representative are not eligible for the Contest and will not be considered. Ensembles can be of any age group, kindergarten through twelfth grade. No entry fee or purchase is necessary to enter or win the Contest. A payment of an entry fee or purchase will not increase your odds of winning.

Employees of Sponsors, Radio Disney, and each of their respective parent, subsidiary, affiliated or related entities (collectively, “Entities”), nor members of their households or immediate families are not eligible to enter this Contest. “Household members” shall mean people who share the same residence at least three months a year. “Immediate family members” shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses.

How To Enter:

- 1) Submit a video clip that is 30-60 seconds in length, pursuant to the instructions below, of your school's ensemble performing a song that inspires you.
- 2) The song may be your school song, an original song composed by your school or a representative of your school, or a song composed by another individual. If performing a song composed by another individual, schools are responsible for obtaining any required ASCAP, BMI or SESAC licenses, and Entrant Schools agree to indemnify and hold harmless each of the Entities and their respective affiliates, officers, directors, employees and agents for any and all claims arising from Entrant School's failure to obtain any required ASCAP, BMI or SESAC license.
- 3) Each school must complete an entry form survey from link at www.giveanote.org/musicinspires.
- 4) Failure to complete the entry survey may be grounds for disqualification.
- 5) Obtain consent forms from every individual depicted in the video ("Consent Forms"). For any individual under the age of 18 depicted in the video, the Consent Form must be signed by a parent or legal guardian. Consent Forms are available at the following website: www.Giveanote.org/musicinspires. Entrant School must submit a signed consent form for each individual depicted in the Entrant School's video. Failure to provide such Consent Forms for every individual depicted in the video will result in disqualification from the Contest.
- 6) Submit the video performances along with signed consent forms through DropBox:
 - a. Open a free Dropbox account at www.Dropbox.com;
 - b. Place your final, edited video in your Dropbox folder, and label it with your school name and school state;
 - c. In your Dropbox account, right click on the video you want to send to Give a Note Foundation, and then left click on "share link;"
 - d. Enter MusicInspires@giveanote.org in the email address line;
 - e. In the message box, be sure to include School Representative's name, school name, city, and state;
 - f. Select "Send."
- 7) All performances should be recorded using a digital camera. The recording must be in high definition with an HD quality of 720 or 1080. A guide to explain what 720 and 1080 is can be found at <http://www.geek.com/hdtv-buyers-guide/resolution/>.
- 8) Only one video submission per Entrant School shall be accepted. In the case of multiple video submissions, the first submission shall constitute the Entrant School's official entry and shall be the only video eligible for Contest participation.

Prizes: Pursuant to these Rules, the Sponsors shall select six (6) Winning Schools from all entries received. The Winning Schools will receive a mini-concert performance by the Artist, such concert to be no longer than fifteen (15) minutes in length, which will take place on the grounds of each of the Winning Schools or at another location as mutually agreed upon by the Sponsors and each Winning School (the "Prize") and the dates and duration of the Concert performance will be determined by Sponsors at their sole discretion. The odds of winning depend on the number of entries received, and the approximate value of each Prize is \$5,000.

No prizes will be awarded in Round One. Only the six schools selected as Round Two winners will receive the Prize described above.

Selection of Winners: Six (6) Winning Schools shall be selected from all entries received through a two-round selection process as follows:

Round One:

Entries will be divided into regions based upon the Entrant School's location. Region categorization will correspond with NAFME Divisions as follows:

Region 1 (Eastern) - CT, DE, DC, ME, MD, MA, NH, NJ, NY, PA, RI, and VT

Region 2 (Central) – IL, IN, IA, MI, MN, NE, ND, OH, SD, and WI

Region 3 (Western) – AZ, CA, HI, NV, and UT

Region 4 (Northwest) - AK, ID, MT, OR, WA, and WY

Region 5 (Southern) – AL, FL, GA, KY, LA, MS, NC, SC, TN, VA, and WV

Region 6 (Southwest) – AR, CO, KS, MO, NM, OK, and TX

The Round One winners will be selected on or before November 15, 2016 by a panel of judges comprised of five (5) individuals including music artists, industry executives, and representatives of sponsor organizations. The panel of judges will review all entries received and will select a total of twelve (12) Entrant Schools to advance to Round Two. Two Entrant Schools from each region shall be selected to advance to Round Two. However, in the event that two videos are not received from a particular region, the panel may select more than two Entrant Schools from any of the other regions so long as no more than a total of twelve (12) Entrant Schools advance to Round Two.

In Round One, video entries will be judged based on the following criteria:

- Emotional, artistic, and inspirational appeal of the video clip (50%); and
- Creativity of the video clip (50%).

Round Two:

Video clips from the twelve (12) schools designated as Round One winners will be posted on www.giveanote.org/musicinspires ("Website") beginning at 12:00 a.m. (PT) on November 18 through 11:59 p.m. (PT) on December 9, 2016 ("Public Voting Period") for voting by the general public.

Voting will take place through the Website. The general public will be asked to vote for their favorite school by clicking the 'vote' button on the school of their choice. One vote per IP address per day is permitted. One school in each region will be selected as a Winning School.

If, at the end of the Public Voting Period, two or more schools in a particular region are tied ("Tied Schools"), the Sponsors shall notify those schools of the tie, and, upon notifying all Tied Schools, shall post the videos from those schools to the site identified above for a period of two (2) days for public voting. In case of additional ties, this process shall be repeated until a winner is determined.

Winning Schools will be notified by phone or email on or before December 19, 2016.

Intellectual Property: Each Entrant School agrees not to submit a video entry that infringes upon any third party proprietary rights, intellectual property rights, including but not limited to, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violates applicable U.S. federal, state or local law.

Each video entry must be the original work of the Entrant School, and must not have been entered in previous contests or competitions.

By submitting a video entry, Entrant School warrants and represents to Sponsors that it has: (1) received all requisite Consent Forms, including a Consent Form signed by the parent or legal guardian of every individual under the age of eighteen (18) depicted in the video, and a Consent Form signed by each individual over the age of eighteen (18) depicted in the video; and (2) all rights, licenses, permissions and consents necessary to submit the videos in accordance with these rules.

By submitting a video entry, Entrant Schools grant Entities and their affiliates, subsidiaries, licensees, and assigns an irrevocable, perpetual, and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the submitted video entry. Entrant School understands and agrees to have its submitted video publically displayed on Entities websites, social media pages, YouTube Channel, and/or on or through other mediums as determined by the Sponsors.

Entrant School agrees that Sponsors shall have no obligation to post, display, or otherwise make publically available the video entry, and Sponsors may, in their sole discretion, remove or delete the video entry from Sponsors' websites, Sponsors' social media pages, or in other published locations.

Sponsors' rights include, but are not limited to, the right to modify, censor, compress, edit, affix logos to, and to otherwise alter or make use of the submitted video entry.

Personally Identifiable Information: By entering this Contest, School Representative agrees that the Sponsors may utilize School Representative's personally identifiable information, such as name, address, email address, or phone number to contact the School Representative.

Privacy Policy/Data Collection: Information collected from Entrant School for this Contest is subject to Sponsors' privacy policies located at giveanote.org/Privacy-statement.

Disqualification: Any false information provided by an Entrant School or individual acting on behalf of the Entrant School may result in the immediate disqualification of the Entrant School from the Contest. Sponsors further reserve the right to disqualify any video entry that they believe in their sole discretion infringes upon the rights of any third party, does not comply with these Rules, or violates U.S. or applicable state or local law.

Sponsors' Right to Suspend or Terminate the Contest and Modify Rules: In the event the Contest is compromised in any way which corrupts or impairs the administration or fairness of the Contest, Sponsors reserve the right, in their sole discretion, to suspend or terminate the Contest at any time. Such events may include, but are not limited to, computer viruses or a security breach.

Should the Contest be suspended or terminated prior to the expiration of the Contest Period, Sponsors reserve the right to award Prizes based on eligible entries received prior to the termination date.

Sponsors reserve the right to amend these Rules at any time.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT SCHOOL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Limitation of Liability: Entrant School waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. By participating in this Contest, each Entrant School agrees to release and hold harmless each of Entities and each of their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, employees and agents, for any liabilities, injuries, losses or damages of any kind to persons or property resulting in or in part, directly or indirectly, from acceptance, possession, misuse or use of any Prize or participation in this Contest or any Contest-related activity; or for any typographical or other error in the printing, offering or announcement of any Prize.

Should a court of law find Sponsors liable for loss or damage, Sponsors' liability will be limited to the cost of entering and participating in the Contest, and in no event shall Sponsors be liable for attorney's fees.

SPONSORS MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS CONTEST.

Sponsors and Prize Provider and their respective affiliates, officers, directors, employees and agents will have no liability whatsoever for video entries that are late, incomplete or not received for any reason. It is the responsibility of Entrant Schools to secure parental permission for student performers and to obtain parental consent regarding submission of the video to the Sponsors.

Governing Law and Jurisdiction: All issues concerning the construction, validity, interpretation and/or enforceability of these Rules or the rights and obligations of Entrant Schools or student performers in connection with the Contest shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving any effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

By entering into this Contest, each entrant consents to the sole jurisdiction of the Fairfax County, Virginia Circuit Court.

Except where prohibited, Entrant School agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any Prize awarded shall be resolved individually, without resort to any form of class action.

List of Winners: Sponsor will maintain all records relating to the Contest as required by law. For a list of winners, send a self-addressed, envelope with your written request to the address below:

2017 Music in Our Schools Tour Contest
c/o Jane Balek
Give a Note Foundation
1806 Robert Fulton Drive
Reston, VA 20191