

THE BAND OF SILVER DANCE ROYALE CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE.

BY PARTICIPATING IN THIS CONTEST YOU DECLARE THAT YOU HAVE READ THE OFFICIAL RULES BELOW AND THAT YOU FULLY AGREE TO ALL OF THESE TERMS AND CONDITIONS.

- DATES OF PROMOTION:** The Band of Silver Dance Royale Contest (the “**Contest**”) starts at 12:00 AM Eastern Time (“**ET**”) on February 1, 2019, and ends at 11:59 PM ET on May 6, 2019 (the “**Contest Period**”). The Contest Period is divided into an entry and voting period, a judging period to determine the finalists and a finalist voting period. The entry and voting period starts at 12:00 AM ET on February 1, 2019, and ends at 11:59 PM ET on March 30, 2019. Entries will be accepted at 12:00 AM ET on February 1, 2019 and will end at 11:59 PM ET on March 20, 2019. Voting during this period will start at 12:00 AM ET on March 1, 2019 and end 11:59 PM ET on March 30, 2019 (the “**Nomination and Voting Period**”). The judging period starts at 12:00 AM ET on April 1, 2019, and ends at 11:59PM ET on April 14, 2019 (the “**Judging Period**”). The finalist voting period starts at 12:00 AM ET on April 15, 2019, and ends at 11:59 PM ET on May 6, 2019 (the “**Finalist Voting Period**”).
- ELIGIBILITY:** The Performance Awards (as defined below) will only be awarded to a school-recognized dance team, cheerleader team, or band ensemble (a “Designated Program”) at a state-accredited High School (public, private or parochial) (a “**Designated School**”). Entry is made on behalf of the Designated Program named on the entry form. The Contest is open to all legal US residents physically residing in the 50 United States and District of Columbia who are at least 18 years of age or older at the time of entry (the “**Nominators**”). Nominators are providing an entry on behalf of their Designated Program, and the Designated School of the Designated Program selected will receive the Prize; no Nominator will receive a prize. Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live; or persons living in same household, whether related or not) of Salty Silver Touring INC. (the “**Sponsor**”), their parent, subsidiaries and affiliated companies, advertising and promotion agencies, and any other entities directly associated with this Contest are not eligible to participate. Void where prohibited or restricted by law. All federal, state and local laws and regulations apply.
- HOW TO ENTER:** There is NO PURCHASE NECESSARY to participate. A purchase does not increase your chances of winning. To nominate the Designated Program, during the Contest Period, you may visit <http://www.bandofsilverdanceroyale.com> (“Website”), complete all required fields of the registration form and upload an original video (“Video”) in one of the three competition categories: Cheerleading, Dance, or Band Ensemble (“Categories”) and a caption to receive one (1) entry (“Entry”) into the Contest. **Entries in each category must feature only Band of Silver song(s) from the band’s EP, *In Space!*.**

Limit one (1) Entry per person/email address.

By submitting an Entry, Nominator agrees that their Entry conforms to the Entry Guidelines and Content Restrictions listed below (collectively, the "Guidelines and Restrictions") and that Sponsor, in their sole discretion, may remove your Entry and disqualify you from the Contest if it believes, in its sole discretion, that your Entry fails to conform to the Guidelines and Restrictions. By submitting your Entry, in addition to rights granted below, you (and your parent/legal guardian if a minor): (a) hereby waive any so-called moral (e.g., creative rights) in your Entry; (b) represent and warrant that you have the right to grant the rights granted in these Official Rules; and (c) represent and warrant that your Entry and its use as contemplated in these Official Rules does not and will not violate, misappropriate, or infringe upon any law or regulation or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or proprietary rights.

Entry Guidelines:

- By submitting an Entry, Nominator attest that you have made all those depicted in the Entry aware that you are submitting the Entry to the Contest and all those depicted (or their parent/legal guardian if a minor is depicted) have agreed that you may submit such Entry. You may be required to submit signed release forms from each of the people appearing in your Entry (or their parent/legal guardian) at Sponsor's request.
- Videos submitted to the Website must be in one of the following formats: AVI, MOV, WMV, MP4, MPEG, FLV, 3GP, and 3G2; must be under 600 MB.
- Videos must be 4 minutes and 15 seconds or less in length.
- Videos must feature **only** Band of Silver song(s) from the band's EP, *In Space!*.
- Entry must be in English.
- The Entry must be entrant's original creation and owned one hundred percent (100%) by the entrant.
- The Entry cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.
- If the Entry contains stock imagery, the entrant may be required to provide proof of purchase or license.

Content Restrictions:

- The Entry must not contain material that violates, misappropriates, or infringes upon any law or regulation or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or proprietary rights.
- The Entry must not disparage any person or entity.
- The Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortious, and/or defamatory.
- The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- The Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created.

By submitting an Entry, Nominator grants to Sponsor (and Sponsor affiliates, licensees and assigns) a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, edit, modify, publish, create derivative works from, and display such Entries in whole or in part, and otherwise exploit the Entry in all media now known or hereafter devised, throughout the universe, in any way Sponsor see fit including, but not limited to, entertainment, instruction/education, promotional, advertising and/or marketing purposes. In connection with all rights granted herein, Sponsor (and Sponsor's affiliates, licensees and assigns) shall also have the irrevocable right to incorporate Entries, in whole or in part, into other works, in any form, media or technology now known or hereafter developed. If necessary, entrant will sign any necessary documentation that may be required for Sponsor or their designees to make use of the non-exclusive rights entrant is granting to use the Entry. Proof of Entry will not be deemed proof of receipt by Sponsor.

4. **PRIZES & APPROXIMATE RETAIL VALUE ("ARV"):** All prizes will be awarded in the form of a check payable to the Designated School, to be used towards the Designated Program described in the winning Entry. **Grand Prize [three (3)]:** \$10,000USD issued in the form of a check. One (1) Grand Prize will be awarded for each Category. The ARV of each Grand Prize is \$10,000USD. **First Prize [three (3)]:** \$5,000USD issued in the form of a check. One (1) First Prize will be awarded for each Category. The ARV of each First Prize is \$5,000USD. **Second Prize [nine (9)]:** \$1,000USD issued in the form of a check. Three (3) Second Prizes will be awarded for each Category. The ARV of each Second Prize is \$1,000USD. **Third Prize [twelve (12)]:** \$500USD issued in the form of a check. Four (4) Third Prizes will be awarded for each Category. The ARV of each Third Prize is \$500USD. The ARV of all prizes is \$60,000USD. **AWARD CONDITIONS: Limit one (1) Performance Award per Designated Program.** By accepting a Performance Award, each Designated Program consents to the use of their name, city and state where located and photograph for advertising/publicity purposes in commerce and in any and all media worldwide, without limitation, and without right to approve or additional compensation, except where prohibited by law. Performance Awards are non-transferable. Performance Awards are subject to state, local, municipal, and federal laws and limitations that may apply. Any taxes on Performance Awards are the responsibility of the Designated School. Winner hereby grants the Released Parties (as defined below) the irrevocable, perpetual, worldwide rights to use, reproduce, publish, edit, market, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the footage (as described above), photographs and video (as such may be edited and modified by the Sponsor in their sole discretion) in perpetuity, for editorial, commercial, promotional and all other purposes. Grand Prize Winner (will need to provide their Taxpayer ID# as a condition for receiving the prize. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor.

5. **WINNER SELECTION:**

Judging and Finalist Selection: At the end of the Entry and Voting Period, the fifty (50) Entries with the highest total number of votes in each Category will be judged by an independent panel of judges selected by Sponsor based on the following judging criteria: Technique (20%); General Effect (20%); Creativity (20%); Student Body Collaboration (20%); Live Draw (10%) and Votes (10%) (the “**Judging Criteria**”). The twenty-five (25) Entries with the highest total scores based on the Judging Criteria in each Category will be deemed the potential Finalist Entries, subject to confirmation of eligibility (the “**Finalist Entry**”). In the event of a tie, a tie breaker will be based on the highest score in the Creativity criteria. If still tied, the Entries with the tied score will be reviewed head-to-head by the judges until a finalist is selected.

Finalist Voting and Grand Prize Winner Selection (“Winner”): During the Finalist Voting Period, which takes place between 12:00 AM ET on April 15, 2019 and 11:59 PM ET on May 6, 2019 all legal US residents physically residing in the 50 United States and District of Columbia who are at least 13 years of age or older at the time of voting will have the opportunity to vote for their favorite Finalist Entries by visiting the Website and following the on-screen instructions to register and vote for an Entry. **Limit one (1) vote per category, per day.** Sponsor reserves the right to nullify any votes made through use of robotic, macro, automatic, programmed, proxy votes or like voting methods and to disqualify from voting the responsible individual, in Sponsor’s sole discretion. Any attempt by any voter to vote more than the number of times authorized herein using multiple/different names, email addresses, identities, and/or any other fraudulent mechanism or method, as determined by Sponsor in their sole discretion, shall give Sponsor the right to void those votes and disqualify that voter. Entrants are prohibited from obtaining votes by any inappropriate means, including, but not limited to, offering prizes or other inducements to members of public, paying a third-party service to vote for or obtain votes for a particular Entry, collaborating with other individuals or groups to trade votes, utilizing paid media amplification, or otherwise acting in contravention of these Official Rules, as determined by Sponsor, in their sole discretion, and Sponsor reserves the right to nullify any such votes, and to disqualify the responsible Entrant and his/her Entry from the Contest. Votes sent from foreign IP addresses may be disqualified, in Sponsor’s sole discretion. At the end of the Voting Period, the Entry with the most eligible votes will be the potential winner of a Grand Prize, subject to verification. In the event of a tie, the tied Finalist Entry that received the highest score from the independent judges during the selection of the finalists will be declared the winner.

6. **NOTIFICATION:** The potential winners will be notified by email on or around May 7, 2019. Subject to Sponsor’s sole discretion, should a potential winner be unwilling or unable to accept the Prize under the conditions stated in these Official Rules, or if a potential winner cannot be contacted within three (3) days of initial attempt and/or fails to respond to any notification attempt within three (3) days, or if any attempted notification or prize delivery is returned as undeliverable, the prize will be forfeited. Such potential winner will be disqualified and the Finalist Entry with the next highest number of votes will be deemed the potential winner.

TO CLAIM PRIZE: Prior to accepting a Performance Award on the Designated School's behalf, the principal or other authorized representative of the Designated School must sign and return within fourteen (14) days of issuance any required documentation, including, but not limited to, an unmodified Affidavit of Eligibility and Liability Release and a Publicity Release (where permitted by law). Each Nominator must also sign and return within fourteen (14) days of issuance any required documentation, including but not limited to, an unmodified Publicity Release (where permitted by law).

Sponsor will attempt to notify the potential winners as set forth above, but Sponsor is not responsible for any change of contact information of Nominators or Designated Schools or for any undelivered emails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Contest e-mail, including any winner notification e-mail, to a spam or junk folder. Each prize will only be awarded to a verified winner. In no event will more than the stated number of prizes be awarded. If for any reason, more prize notices are sent, or more prizes are claimed, than are intended to be awarded, Sponsor reserves the right to award the actual number of prizes through a random drawing from among all verified and validated prize claims received.

Performance Awards not claimed by eligible Designated Schools in accordance with the Official Rules will not be awarded and will remain the property of Sponsor.

Prizes not claimed by eligible Entrants in accordance with the Official Rules will not be awarded and will remain the property of Sponsor.

7. **GENERAL RULES OF PARTICIPATION:** No purchase necessary to enter Contest or win a Prize. This Contest is subject to all applicable federal, state, local and municipal laws. By participating, you agree to be bound by these Official Rules and the decisions of the Sponsor, and waive any right to claim ambiguity in these Official Rules. Sponsor is not responsible for lost, late, misdirected, undeliverable or incomplete Entries.

Sponsor reserves the right to disqualify any Entrant and/or Entry that Sponsor determine, in its sole discretion, violates these Official Rules. Sponsor reserves the right, in its sole discretion, to cancel, terminate, suspend and/or modify the Contest, or any part of it, at any time, without notice. If for any reason this Contest is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest, or any part of it, and award the Prizes from valid Entries received up to the termination or suspension date.

In the event of a dispute regarding the identity of an individual who actually submitted an online Entry, the Entry will be deemed submitted by the Authorized Account Holder (defined below) of the e-mail account provided in the Entry Form. "**Authorized Account Holder**" is defined as the natural person who is assigned to an e-mail account by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential winner may be required to show proof of being the Authorized Account Holder.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

8. **INTERNET LIMITATIONS OF LIABILITY:** Sponsor are not responsible for: failures or malfunctions of phones, tablets, computers or other hardware or devices (each a "**Device**"); phone lines, cellular systems or telephone or data transmission systems; interrupted or unavailable networks, server or other connections; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet; or any technical problem, including but not limited to any injury or damage to any person's Device related to or resulting from Contest participation.
9. **NO LIABILITY; RELEASE AND INDEMNIFICATION:** By entering, entrants and winners agree to release, discharge, indemnify and hold harmless the Sponsor and their parent, subsidiaries and affiliated companies, contractors, distributors, sales representatives, vendors, advertising and promotion agencies, prize providers and any other entities directly associated with this Contest, and each of their respective officers, directors, employees, representatives and agents (collectively, the "**Released Parties**") from and against any claims made by entrants, or by any third parties, related in any way to the operation of this Contest, as well as any other claims, damages, charges, fines or liability due to any injuries, damages or losses to any person (including death) or property of any kind, or any claims of violation of rights of publicity or privacy, defamation or portrayal in a false light, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a Prize or participation in this Contest or in any Contest-related activity. The Released Parties shall have no liability for any problems or errors of any kind whether computer, network, mechanical, human, electronic, typographical, printing or otherwise relating to or in connection with the Contest.
10. **DISPUTES:** THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF VIRGINIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN FAIRFAX COUNTY, VIRGINIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES

MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR RELEASED PARTIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE CONTEST PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

11. **PUBLICITY RELEASE:** Each Winner consents to the use of his/her name, photograph, likeness, biographical information, and voice for promotional purposes and in advertising worldwide without approval rights or additional compensation, except where prohibited by law.
12. **WINNERS LIST:** A list of winners will be available on the Website from May 20, 2019 through April 20, 2019.
13. **SPONSORS:** Contest is sponsored by Salty Silver Touring, INC, P.O. Box 652 Nolensville, TN 37135-9998. Sponsor is solely responsible for all aspects of this Contest.
14. **PRIVACY NOTICE:** Personal information collected during the Contest may be used or disclosed by Sponsor and their affiliates as stated in these Official Rules, for purposes of Contest administration, winner identification and qualification, winner notification and prize award, and otherwise as described in our Privacy Policy at <http://silverliningsband.squarespace.com/privacy-policy>