

## **OFFICIAL RULES & REGULATIONS: "Oh Say Can You Sing?" KABOOM!™ National Anthem Contest**

1. **CONTEST DESCRIPTION:** Do you dream about singing the National Anthem in front of thousands of cheering fans? If so, here's your chance! Just submit your entry in our KABOOM!™ National Anthem Contest and you could win a cash prize of \$250 and the honor of performing in front of over 8,000 people at the 34<sup>th</sup> annual KABOOM!™ 4<sup>th</sup> of July Celebration on Thursday, July 4, 2019.

**NO PURCHASE NECESSARY TO ENTER THIS CONTEST. PURCHASES OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING, AND THE ODDS OF WINNING THIS CONTEST WILL DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES AND THE NUMBER OF VOTES PER ENTRY.**

2. **CONTESTANTS:** Contestants of the "Oh, Say Can You Sing?" KABOOM!™ National Anthem Contest must be 12 years or older at the time of submission. Contestant must be a legal resident of Southern California (limited to the following counties only: Los Angeles, San Bernardino, Riverside, Orange, Ventura, San Diego, Kern, San Luis Obispo, Santa Barbara and Imperial).
3. **ELIGIBILITY:** Contestants must be submitted as a soloist, duo or trio. No more than three (3) singers will be considered. All individuals in a duo or trio must meet all of the required criteria in order to win. Employees and immediate family members of Fairplex, The Learning Centers at Fairplex, Spectra, Marriott, and any other Fairplex business units are not eligible to participate.
4. **ENTRIES:** The contest period will begin at 10am on Monday, April 22, 2019 and will end at 10pm on Sunday, May 26, 2019. To enter, participants must visit the KABOOM!™ website at <https://fairplex.com/events/KABOOM!> and submit an **entry form** with a video of the participant singing the National Anthem. Contestants may sing a capella or to track; however whichever is submitted for the entry is also how the winner must perform it at the event. Limit one (1) entry per contestant. Contest submissions may be limited to the first one hundred (100) entries received within the submission deadline.

Video submissions must:

- a) Include an introduction (name, age, city)
- b) Be in English and be an authentic, original video created by the contestant
- c) Show your face during the entire video
- d) Have sound quality that is clear with no background noise
- e) Show the contestant singing the National Anthem in its entirety
- f) Be no more than 90 seconds in length

**Fairplex reserves the right to refuse any video it determines to be obscene, offensive, unacceptable or inappropriate, and any video depicting nudity or foul language will be automatically disqualified.**

### **ENTRY PERIOD DATES TO REMEMBER:**

Entry submission dates:	April 22-May 26
Voting dates:	June 1-14
Winner announcement:	June 18
Performance date:	July 4, 2019

5. **JUDGING:** Fairplex will judge all entries and submit their top three (3) to five (5) videos via the KABOOM!™ website for public voting. The public judging period will begin at 10am on June 1 and conclude at 10pm on June 14. The winner will be the contestant who received the most votes within the judging period. Limit one vote per person, per contestant. The winner will be notified by phone before

10:00 am on Tuesday, June 18, 2019. The winner will be announced after 10:00am on Tuesday, June 18, 2019 via Instagram and Facebook.

- 6. PRIZES:** One (1) entry (soloist, duo, or trio) will be selected as the winner and will have the honor of singing the National Anthem at the 2019 KABOOM!™ at Fairplex on Thursday, July 4, 2019. The winner will also receive a cash prize of \$250, up to six (6) VIP admission and parking credentials to KABOOM!™, and two (2) admission tickets per singer to the 2019 LA County Fair.

**If the selected winner is unable to perform at KABOOM!™, the opportunity and prizes will be transferred to the next runner up until an eligible contestant is determined. If none of the top three (3) to five (5) contestants are able to participate at KABOOM!™, Fairplex reserves the right to void prizes and appoint a vocalist at its own discretion. Contestant must perform at KABOOM!™ in order to claim any competition prizes.**

- 7. RESTRICTIONS:** Employees and immediate family of Fairplex, The Learning Centers at Fairplex, Spectra, Marriott, and any other Fairplex business units are not eligible to participate. Any entries that do not follow the rules and regulations of this contest will automatically be disqualified. Contest is void where prohibited.
- 8. COPYRIGHT:** All entries become the property of Fairplex and by submitting an entry, contestant agrees that Fairplex has an exclusive, royalty free and irrevocable right and license to edit, modify, adapt, publish, promote and otherwise use the video entry and video of the KABOOM!™ performance in any way, in whole or in part, without reward or compensation. Contestant also agrees this if he/she/they win, he/she/they will sign any additional license or release that Fairplex may require, and will not publicly perform or display his/her/their submission without the express permission of Fairplex.
- 9. LIABILITY:** Contestant hereby indemnifies, defends, and holds harmless the County of Los Angeles and the Los Angeles County fair Association d/b/a Fairplex ("Fairplex") and its parent, subsidiaries, affiliates, and other participants at KABOOM!™ and the LA County Fair, and such parties' directors, officers, employees, agents, and representatives (each an "Indemnified Party", and collectively, the "Indemnified Parties") from and against any and all costs, losses, damages, claims, actions, causes of action, liability, expenses, including, without limitation, attorneys' fees and costs, for death, personal injury, property damage, or otherwise, suffered or incurred by any of the Indemnified Parties, and directly or indirectly resulting or arising from or in connection with (1) Contestant's breach of any of its representations and warranties hereunder, (2) Contestant's performance(s) pursuant to this Contest, (3) Contestant's acts or omissions in connection with its activities under this Contest and at KABOOM!™ and the Fair, including the acts or omissions of Contestant's family, friends, employees, agents, contractors, invitees, and/or representatives. Contestant agrees to hold the Indemnified Parties harmless from any liability by reason of death, or injury to any person or damage to any equipment or goods resulting from any cause whatsoever, and Contestant agrees that the Indemnified Parties shall not be liable for any damage, loss, death or injury to the person, property, or effects of Contestant or any other person suffered on, in, or about the premises of the Fair by reason of any present, future, latent, or other defects in the form, character, or condition of such premises, or by reason of and resulting from any carelessness, negligence, or improper conduct on the part of Contestant, their employees, or agents. This provision of the Contest shall survive expiration or termination of this Contest and shall remain fully enforceable. As with any website on the Internet, there are inherent risks associated with a participant or user sending or uploading information. By using this site, the user/participant agrees to assume all risks associated with transmitting information throughout the site and the Internet, and will not find any Indemnified Party liable for any damage to any of a participant's or user's content uploaded to any Indemnified Party, including but not limited to audio and visual clips, lyrics, songs, and videos. No Indemnified Party shall be liable if the usage of the website should somehow damage or corrupt a user's computer, flash drive, or other electronic devices used in association with the site. Unless granted express permission by an Indemnified Party, users or participants may not seize, manipulate, remove, or transfer the material belonging to other users/participants on the site.

