

Jarrold Radnich's Pirates of the Caribbean Worldwide YouTube® Piano Competition -Official Rules-

THIS CONTEST IS INTENDED FOR LEGAL RESIDENTS OF COUNTRIES WHERE SKILL-BASED CONTESTS ARE LEGAL WITHOUT ADDITIONAL REGISTRATION REQUIRED BY THE CONTEST ADMINISTRATOR. VOID WHERE PROHIBITED. DO NOT ENTER UNLESS YOU MEET THE ELIGIBILITY CRITERIA AT THE TIME OF ENTRY.

NO PURCHASE NECESSARY TO ENTER OR WIN. THIS IS A SKILL-BASED CONTEST.

ELIGIBILITY: The “Jarrod Radnich Pirates of the Caribbean Piano Competition” ("Contest") is open only to individuals who are legal residents of the United States or other countries where the Contest is legal and valid. The Contest is void where prohibited. Only one entry per performer is allowed.

The contest is open to performers of all ages (see next paragraph). However, to enter a piano solo performance by a child under the age of 13, the PARENT OR GUARDIAN must enter the Contest on behalf of the child. This means that all contact information required for registration, except for designating which age category the child performer qualifies, must be only for that of the parent or guardian and the parent or guardian must complete the entry process for the performer who is under 13. **There are additional requirements for entry of performances of minors detailed in Section 4 below.** [Note to piano/music teachers – you need to obtain written consent from a parent or legal guardian before entering anyone under the age of 18 (or under the age of 19 if a resident of Alabama or Nebraska).]

AGE CATEGORIES: **Group 1:** all performers under the age of 13 years old. **Group 2:** all performers whose age is at least 13 years old but less than 18 years old. **Group 3:** all performers 18 years of age or older.

- 1) **OVERVIEW:** This paragraph provides an overview of the Contest. Specific rules and requirements are contained elsewhere throughout this document. The Contest is a contest of skill and winners are decided by public voting through Facebook. The Contest consists of two rounds, and contestants are divided into three age groups (under 13, 13 – 18 not inclusive, and 18+). **In Round 1** entrants enter the Contest by uploading onto YouTube a video ("Entry") of their live performance of Jarrod Radnich's "Pirates of the Caribbean Piano Solo Medley" during the Video Submittal Period from noon on July 19, 2013 to midnight of August 4, 2013 (Pacific Daylight Savings Time). Following the Video Submittal Period there follows a first voting period from August 6, 2013 to midnight August 12, 2013 Pacific Daylight Savings Time where members of the public may vote for their favorite performance video once

per day through Facebook or the Jarrod Radnich website link to the contest. Ten (10) Finalists in each of the three age categories will be chosen from eligible and approved Entries based on the highest number of votes received during the round. Up to two (2) additional Entries, whose performances Mastermind Studios (“Contest Administrator”) feels are worthy of further competition, even though the number of votes that they received is not in the top ten for their age category, may be added as Finalists based on the complete discretion and judgment of the Contest Administrators. **In Round 2**, which runs from August 14, 2013 to midnight August 18, 2013, all the Finalist Entries will be displayed in a consumer voting gallery through the same Facebook page and Jarrod Radnich website that is hosting Round 1. All vote totals from Round 1 will be reset to zero (0) before Round 2 voting begins. Here the top three (3) entries (First Place, Second Place, and Third Place Winners) from each of the three age categories will be selected, based on the highest number of votes received during Round 2 (“Placing Winners”). Each Placing Winner will receive a package of prizes, however, all Finalists will also receive prizes, and **all qualified entrants receive a \$5 electronic gift card to the Jarrod Radnich online store**. The prizes are described in Section 10 below.

2) **TO ENTER: Before you create your video, upload it onto YouTube, or enter the contest be sure to read the Official Rules (this entire document) and follow them carefully to avoid disqualification of your entry.**

Record a video of your performance that complies with the video requirements (Section 3d below) and upload it onto YouTube in accordance with the rules. Then visit the Jarrod Radnich–Mastermind Studios Facebook page <https://www.facebook.com/pages/Jarrod-Radnich-Mastermind-Studios/173359956007657> (“Contest Site”) or the link from the Jarrod Radnich website www.jarrodradnich.com between 12:00 p.m. (noon) Pacific Time on July 19, 2013 and midnight Pacific Time on August 4, 2013 (the "Entry Period") and follow the instructions to access and complete the online entry form and provide a link to your uploaded video on YouTube. You will be required to identify which age category the performer is in. All Entries must adhere to the Entry Requirements for Round 1 specified below.

- a) Only one Entry per performer is allowed. Multiple Entries will disqualify all the performer’s Entries. If required information is not included, Entry will be disqualified.

3) **ENTRY REQUIREMENTS FOR ROUND 1:**

- a) **A completed online entry form including performer’s name, phone number, mailing address, and e-mail address (except in the case of minor children where the parent/guardian may include their contact information instead of the performer’s, as detailed in Section 5).**
- b) **You will be required to truthfully select the performer’s age category at the time of Entry.**
- c) **Uploading of an original video of the performer’s live performance of Jarrod Radnich’s piano solo arrangement entitled “Pirates of the Caribbean Medley”, which is featured on YouTube at <http://youtu.be/n4JD-3-UAzM>. We understand that not all performers may not be able to play every part of the arrangement, but please do not add notes or**

measures not in the original arrangement. You do NOT need to end by sitting on the piano or keyboard. If a performance is, in the sole judgment and discretion of the Contest Administrator, too different from the original arrangement, the Entry may be disqualified.

d) VIDEO REQUIREMENTS:

- i) There may not be any narration or accompaniment in your video.
 - ii) The performer must show his/her face at some time during the video in order for the Contest Administrator to confirm identity if the performer's entry is a Finalist or Placing Winner.
 - iii) The video must be a single take without interruption.
 - iv) The video entered must be video of the live performance with the sound from the same performance. Entries that are photos with the sound of the performance submitted as a video will be disqualified.
 - v) The video title must begin with "Jarrod Radnich Pirates Piano Contest Group ____" where the correct age group category is filled in.
 - vi) Neither the video description nor the video may contain any advertising, explicit product placement (other than the piano), external links, contact information, or references to another video, YouTube channel, Facebook page, or other Internet site or Social Media site other than the Contest page/site link.
 - vii) Neither the video description nor the video may contain any profanity, sex, attacks on others, or other content that the Contest Administrators, in their sole discretion, feel is objectionable and not suitable for all viewers.
 - viii) The video must not have been previously uploaded to any social media site or website and must have been created after July 1, 2013.
 - ix) The video may not be monetized.
 - x) The ability for others to comment on, post a video response to, or see the ratings of the entered video must be disabled in the entered video's video Advanced Options on YouTube. After the contest is over and winners are announced, the Entrant may change this option.
- e) Entries must be completed by midnight Pacific Daylight Savings Time on August 4, 2013. Once the entry is completed, the Entry is final and may not be modified, supplemented or edited.
- f) **An Entry that includes a video that fails to strictly adhere to any of the requirements set forth in these Official Rules, including the requirements set forth in this section, as determined by Contest Administrator, in its sole discretion, will be disqualified.**

4) **ENTRY FOR A MINOR:** In the United States, a minor is anyone under 18 years of age (under 19 years of age in Alabama or Nebraska). In other countries, the age of majority differs.

- a) For Entrants under the age of 13: In order for Entrants in age Group 1 (under 13 years of age) to participate, a parent or guardian **MUST** enter the contest on behalf of the performer, or authorize another adult, such as the performer’s music teacher, to do so. The Contest and Contest Administrator do not attempt to or desire to collect address, email, phone, or other contact information for performers in this age group. Therefore, the parent/guardian/teacher should include **THEIR** contact information on the entry form. Any personal name information of the child performer that the parent/guardian includes on the Entry video name or description, (i.e. the name of the child performer) is solely at the parent/guardian’s discretion and is **NOT** required for entering the contest.
 - b) Any entrant who is under the age of majority must have consent from their parent/guardian to enter the contest and their parent/guardian must agree to the Official Rules. If the Entrant becomes a Place Winner, the parent/guardian must agree, in writing, to the Official Rules of the Contest including but not limited to meeting the requirements in Sections 9 and 12.
- 5) **LATE OR INCOMPLETE ENTRIES**: Contest Administrator is not responsible for late or incomplete Entries. If a problem occurs in the online submission process or in uploading a video, Entrant should receive an error message. However, the responsibility to electronically complete the Entry process and upload a video is the Entrant's, and the Contest Administrator shall not be responsible for any video not actually received due to incomplete or improper transmission. Similarly, the Contest Administrator has no obligation to advise Entrant of an incomplete Entry or video submission.
- 6) **VIDEOGRAPHER REQUIREMENTS**: Entrants may capture the video themselves, or Entrants may have another person capture the video for them. If someone other than the Entrant has captured the video, the Entrant must have written permission from that person to submit the video and Entrant must be able to obtain a signed release from the videographer upon the request of Contest Administrator.
- 7) **OTHER CONDITIONS OF ENTRY**: Entrant warrants, promises, and represents that the Video:
- a) is original (video may be captured by someone other than the Entrant if the Entrant obtained written permission to submit the video as detailed in Section 6);
 - b) does not infringe the intellectual property, privacy, publicity rights, ownership or any other legal or moral rights of any third party. Notwithstanding this sub-paragraph, solely for the purpose and duration of this Contest, Jarrod Radnich and Mastermind Studios do give permission for Entrants to upload video performances of Radnich’s copyrighted arrangement, “Pirates of the Caribbean Medley” that meet the requirements of these Official Rules without obtaining synchronization rights;
 - c) has not been entered in previous contests or won previous awards;
 - d) is suitable for public viewing.
- 8) **INTELLECTUAL PROPERTY RIGHTS**: By submitting an Entry:
- a) **Each Entrant irrevocably grants Contest Administrator and its affiliates, legal representatives, assigns and agents, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly**

perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), each element of the Entrant's Entry (but not publicly to publish the Entrant's address, e-mail, telephone number, or teacher's e-mail address). Entrant additionally grants the use of the Entrant's name (except for Entries of performances by children under the age of 13 wherein the parent/guardian may request that the performer's name not be publicly released), likeness, photograph (collectively, "Likeness"), in any and all media without limitation as to time or territory, and without additional compensation or approval from the Entrant or any other party. Other than as distinguished above, Entrant waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Contest Administrator's use of any element of the Entry. Entrant further grants all end users of Contest Administrator's Facebook page or web site the ability to vote on the Entry.

- b) Entrant agrees to indemnify and hold Contest Administrator, its agencies and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the use of any element of Entrant's Entry, or the Entrant's conduct in submitting an Entry or creating a video or otherwise in connection with this Contest, including but not limited to claims for trademark infringement, copyright infringement, violation of an individual's right of publicity or right of privacy, or defamation. Entrant further agrees to release Contest Administrator from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Contest Administrator infringes Entrant's rights with regard to any elements or ideas contained in any element of the Entry.

9) **VOTING RULES:** An Entrant may encourage family and friends to vote for his or her Entry, but may not attempt to induce others to vote for his or her Entry through the use of any incentive, sweepstakes or other promotion. Any use of automatic voting methods by any party will void all such votes and will result in the Entry in question being declared ineligible and disqualified from the Contest. Any attempt by an Entrant and/or his/her family or friends or community to vote more than the one vote per person per email address per day (defined as 12:00 am to midnight Pacific Time) using "bot" technology and/or any other fraudulent mechanism, as determined by Contest Administrator in its sole discretion, shall give Contest Administrator the right to disqualify the Entry in Contest Administrator's reasonable discretion.

10) **PRIZES:**

- a) **ALL ENTRANTS:** All entrants with Entries that are not disqualified will receive a \$5 electronic gift card to the Jarrod Radnich online store.
- b) **Finalist Prizes:** Each of the Finalists will receive a) a privately-transmitted written mini-review of their performance by Jarrod Radnich; b) a \$100 Gift Card to the Jarrod Radnich online store; c) inclusion of their YouTube video Entry on a "Pirates of the Caribbean Piano

Solo Contest Finalists” playlist on the Jarrod Radnich Music YouTube channel (at which time comments may be enabled by the Entrant).

- c) **Third Place Winners:** Each of the Third Place Winners will receive the Finalist prizes PLUS a) a half-hour, one-on-one SKYPE chat with Jarrod Radnich (for minors, a parent or guardian must be present); b) a Third Place Winner’s Certificate mailed to the winner; c) a printed copy of Jarrod Radnich’s “Pirates of the Caribbean” autographed by Jarrod Radnich and mailed to the winner; d) posting of a link to the winner’s entry video on the Jarrod Radnich – Mastermind Studios Facebook page.
- d) **Second Place Winners:** Each of the Second Place Winners will receive the Finalist prizes PLUS a) eight (8) half-hour, online, interactive piano lessons with Jarrod Radnich. If the winner has a MIDI enabled keyboard or piano then the lessons will use Zenph’s Internet MIDI, which will also be awarded as part of the prize package if the winner does not already have the software, so that the winner’s instrument and Jarrod Radnich’s piano communicate directly for state-of-the-art lessons. Lessons will be scheduled as available. b) a Second Place Winner’s Certificate mailed to the winner; c) a printed copy of Jarrod Radnich’s “Pirates of the Caribbean” sheet music autographed by Jarrod Radnich and mailed to the winner; d) posting of a link to the winner’s entry video on the Jarrod Radnich – Mastermind Studios Facebook page.
- e) **First Place Winners:** Each of the First Place Winners will receive the Finalist prizes PLUS a) a YEAR of half-hour, online, interactive piano lessons with Jarrod Radnich (2 lessons per month to be scheduled in advance, as available, each month). If the winner has a MIDI enabled keyboard or piano then the lessons will use Zenph’s Internet MIDI, which will also be awarded as part of the prize package if the winner does not already have the software, so that the winner’s instrument and Jarrod Radnich’s piano communicate directly for state-of-the-art lessons. b) a First Place Winner’s Certificate mailed to the winner; c) a printed copy of Jarrod Radnich’s “Pirates of the Caribbean” sheet music autographed by Jarrod Radnich and mailed to the winner; d) posting of a link to the winner’s entry video on the Jarrod Radnich – Mastermind Studios’ Facebook page; e) a link to the winner’s video on the Jarrod Radnich website.

11) **GENERAL CONDITIONS:** Finalists and Placing Winners are subject to verification, including without limitation, verification of age, eligibility, and compliance with these Official Rules. Placing Winners (or their parent/guardian for minors) will be required to complete, sign and return an Affidavit of Eligibility, Liability Release and, where lawful, Publicity Release within 7 days of the date notice was sent or Placing Winner status may be forfeited and an alternate Placing Winner may be selected. All winners are solely responsible for any taxes on their respective individual prizes. No substitution of prize will be offered, except at the sole discretion of the Contest Administrator. Prizes are non-transferable. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Contest

Administrator reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Further, Contest Administrator reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating the Official Rules; or (c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. Entrants agree that the Contest Administrator has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Contest Administrator are final and binding. This Contest is governed by the laws of the State of California in the United States and, by entering, Entrants agree that all claims or disputes must be resolved exclusively in the state courts in San Bernardino County, California or the federal courts in Riverside, California.

12) **LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Contest Administrator resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by the Contest Administrator for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention in the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Contest Administrator is not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of the Web Site is at user's own risk. Contest Administrator is not responsible for any personal injury or property damage or losses of any kind which may be sustained by user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site. By participating in the Contest, the Entrant releases Contest from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, winners agree that the Contest Administrator shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize. Contest Administrator is not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control.

13) **CONTEST ADMINISTRATOR CONTACT:** Mastermind Studios, P.O. Box 933, Joshua Tree, CA 92252. United States of America. Contact phone number (800) 570-2310.