

1. **CONTEST SPONSORS.** The Carole King Songwriters Contest (the “Contest”) is sponsored by Broadway in Indianapolis (“BI”), Sun King Brewing Company (“SKB”), and WFYI Public Media (“WFYI”) (collectively, the “Sponsor” or the “Sponsors”).

2. **NO PURCHASE NECESSARY TO ENTER OR WIN.** The Contest consists of two rounds of competition. The first round is a video submission portion offering the opportunity for musicians to qualify to participate in Round Two (2) and perform live at the Sun King Brewing Taproom. Round Two (2) consists of live performances, including one Carole King cover song, at the Sun King Brewing Tap Room on Thursday, January 18, 2018 to be judged by a panel for the Grand Prize consisting of: (i) opportunity to perform on WFYI’s Small Studios and have that performance produced and distributed as part of WFYI’s Small Studios series; (ii) opportunity to perform as a street musician in the lobby on the opening night for “Beautiful: The Carole King Musical” on Tuesday, January 30, 2018; (iii) tickets to the opening night of “Beautiful: The Carole King Musical” on Tuesday, January 30, 2018. Two (2) Runner-up Winners will receive (i) tickets to opening night of “Beautiful: The Carole King Musical”; (ii) Sun King Brewing prize pack(s); and (iii) WFYI prize pack(s). By participating in this Contest, you agree to be bound by these Official Rules and to Sponsors’ decisions, which are final and binding on all matters relating to the Contest. The Contest will operate as described below, on or about the stated dates:

The Contest submission period begins at 12:00 a.m. E.S.T. on October 26, 2017, and ends at 11:59 p.m. E.S.T. on December 4, 2017 (the “Submission Period”). Videos must be submitted in accordance with Section 4 of these Official Rules.

The Contest first round judging period begins on December 5, 2017, and ends on December 6, 2017 (the “Judging Period”). Eligible video submissions will be reviewed by a panel of up to eight (8) judges selected in the sole discretion of Sponsors and will be judged in accordance with Section 5 of these Official Rules. Contestants that move on to Round Two (2) will perform live at the Sun King Brewing Taproom and be reviewed by a panel of up to four (4) judges selected in the sole discretion of Sponsors and will be judged in accordance with Section 5 of these Official Rule. One (1) Grand Prize Winner and two (2) Runner-up Winners will be selected based on their performance on January 18, 2018 at the live performance portion of the competition.

The Contest notification of moving on to round two (2) period begins on December 7, 2017, and ends on December 11, 2017 (the “Notification Period”). Sponsors shall attempt to contact all contestants via email moving to round two (2), or an alternate if necessary, in accordance with Section 6 of these Official Rules. The one (1) Grand Prize Winner and two (2) Runners-up will be announced on January 18, 2018 at the conclusion of the event.

3. **ELIGIBILITY.** The Contest is open only to individuals or a group of individuals (each an “Entrant”) who are all legal residents of the fifty United States or the District of Columbia. Void outside of the fifty United States, the District of Columbia, and where prohibited. All members of an Entrant must be at least 21 years of age at the time of entry. As of October 26, 2017, no Entrant or member of an Entrant band may have a current recording contract. By submitting an Entry, Entrant represents and warrants that there are no limits on the rights of the Entrant and on each member of the Entrant to participate in the Contest and perform as contemplated by these Official Rules, including any commitments to record labels or obligations under any other agreement. The person or members of the group deemed to be the moving to Round Two (2) must be available for the live performance competition on January 18, 2018 at the Sun King Brewing Taproom located in Fishers, Indiana. The Grand Prize Winner and two (2) Runner-up Winners must be available to attend the opening night of “Beautiful: The Carole King Musical” on January 30, 2018 at Clowes Memorial Hall. The Entrant (or a member of the Entrant, if a band) must be the rightful owner of the e-mail address registered with the YouTube account used to log in and upload the Video Submission (as described in Section 4, below). In the event of a dispute as to the identity of a contestant moving to Round Two (2) the contestant will be deemed to be the natural person in whose name the e-mail account that uploaded the Video Submission is registered with YouTube. The “authorized account holder” is defined as the natural person to whom the e-mail address is assigned by an Internet service 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. In the event of a discrepancy between the identity of the authorized account holder, the “contestant,” and the Entrant (or member of an Entrant band), Sponsors reserve

the right, in their sole discretion, to determine whether the Entry is valid or to declare the entry invalid and select an alternate contestant to move to Round Two (2).

Entry constitutes Entrant's certification that he, she, or they all meet the eligibility requirements set forth in these official rules. Sponsors reserve the right to verify and confirm each member of an Entrant's age and compliance with other eligibility requirements. Entrants may be required to submit further information to assist in the judges' verification of eligibility. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. HOW TO ENTER. Entrants must submit a short video under twenty (20) minutes in length, depicting an individual or group of individuals performing two single, original songs. All entries must be acoustic. Any musicians that appear in the video must be available to appear on January 18, 2018 if the Entrant(s) move Round Two (2). Any instruments used in the video must appear on January 18, 2018 if the Entrant(s) move to Round Two (2). Any instruments used on January 18, 2018 must be able to be moved and set-up within the five (5) minute transition time allowed each Entrant on January 18, 2018. To enter, upload an embeddable video to YouTube. You will be required to sign in to YouTube to post a Video. If you do not already have a YouTube account, you will be required to create one. After uploading a Video to YouTube, an Entrant must complete the form available at <https://www.wfyi.org/events/from-bar-to-star-singer-songwriter-contest> (the "Submission Form"). On the Submission Form, the Entrant must provide his or her name; the name of any other musicians appearing in the Video; the name of the band, if applicable; the name of the songwriter or songwriters; a link to the Video hosted on YouTube; an e-mail address and phone number for the Entrant; the name of the individual who recorded the Video and an e-mail address to contact that individual; a certification that the Entrant and all other musicians appearing in the Video meet the eligibility requirements found in Section 3 above; and a certification that the videographer has granted the Sponsors an unlimited right and license to use the Video in any media and in any manner, for any purpose. Entrant must comply with all Video submission requirements, as detailed herein. Entry is not complete until Entrant has uploaded their Video Submission to YouTube and submitted the Submission Form with the information described above. An Entrant must completely and accurately submit all required information to enter.

All Submissions must be received between 12:00 a.m. E.S.T. on October 26, 2017 and 11:59 p.m. E.S.T. on December 4, 2017. Sponsors' clock is the official timekeeping device for the Contest. Sponsors are not responsible for late or unsuccessful attempts to enter. The Entrant must be able to provide on request all appropriate clearances, permissions and releases for the Video Submission to be publicly available and used by Sponsors in any media and for any purpose, including releases from the submitting Entrant (including all other band members) and any third parties appearing in the Submission. Incomplete, corrupted, untimely, or unintelligible entries will be disqualified. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Contest. Sponsors reserve the right to determine in their sole discretion which entries have satisfied the entry requirements. Entrants may only submit one entry. **ELIGIBLE ENTRANTS MUST SUBMIT AN ENTRY IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.**

Video Submission Requirements:

Videos must:

- a. Include two songs of the Entrant's original work (the songs must be original; covers will not be accepted);
- b. Be a maximum of fifteen (15) minutes in length;
- c. Be submitted to YouTube in any format acceptable to YouTube; and
- d. Comply with YouTube terms of service and specifications for user submissions and/or video uploads, located at <http://www.youtube.com/t/terms> and as may otherwise be posted on the YouTube website.

Videos must NOT:

- a. Contain material that is (or promotes activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing, all as determined by the sole judgment of the Sponsors;

- b. Include mention or performance of any copyrighted media including but not limited to music, films, books, television programming, etc., or identifying descriptions of any media property;
- c. 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 infringement. Without limiting the foregoing, Video Submissions must not include third-party trademarks, logos, insignia, location signage, photographs, artwork or sculptures;
- d. Feature any music that is not originally written, performed and produced by Entrant; or
- e. 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 or otherwise use such image, likeness or voice in accordance with these Official Rules.

By entering, each Entrant represents and warrants that his, her, or their entry (and Sponsors' and their designees' use thereof) does not and will not defame or otherwise violate the rights of any third party and does not and will not violate any federal, state, or local laws or ordinances. Entrant further represents and warrants that he, she, or they has secured the requisite consent from any third party referenced or appearing in their entries, any other musicians appearing in the Video, as well as any individual who captured the performance on video. Sponsors reserve the right in their sole discretion to disqualify any entry that they believe violates any of the Video Submission Requirements listed above, does not otherwise comply with these Official Rules, or that is not consistent with the spirit and theme of the Contest.

5. JUDGING PERIOD. The Video Submission Judging Period begins on October 26, 2017 and ends on December 4, 2017. There will be two (2) rounds of judging. Initially, all submitted Videos that meet the Video Submission Requirements listed in Section 4 above will be reviewed by a panel of preliminary judges selected in Sponsors' sole discretion.

Videos will be judged on the following criteria:

40% - Musical Quality and Appeal

40% - Originality

20% - Stage Presence and Charisma

The Preliminary Judges will select Entrants that will continue to Round Two (2). A panel of up to four (4) judges, experts selected by Sponsors in their sole discretion (the "Final Judges") will then judge the live performance of the finalists on January 18, 2018 at the Sun King Brewing Taproom and select a single Grand Prize Winner and two (2) Runners-up based on the following criteria:

40% - Musical Quality and Appeal

40% - Originality

20% - Stage Presence and Charisma

6. WINNER NOTIFICATION AND ANNOUNCEMENT. Entrants that qualify for Round Two (2) will be contacted via the email that is listed on their submission no later than December 11, 2017. If an Entrant is unavailable on January 18, 2018 for Round Two (2) as specified by Sponsors, the Entrant will be disqualified and an alternate entry will be selected in its place from all eligible entries received according to the judging criteria described above. At Round Two (2) the potential Grand Prize Winner and two (2) Runners-up, as determined by the Final Judges, will be notified at the event on January 18, 2018. If the Entrant is unavailable on January 30, 2018 as specified by Sponsors, the potential Grand Prize Winner will be disqualified and an alternate entry will be selected in its place from all eligible entries received according to the judging criteria described above.

7. PRIZES. One (1) Grand Prize: One Grand Prize winner (the "Grand Prize Winner"), will receive: (i) opportunity to perform on WFYI's Small Studios and have that performance produced and distributed as part of WFYI's Small Studios series; (ii) opportunity to perform as a street musician(s) in the lobby on the opening night for "Beautiful: The Carole King Musical" on Tuesday, January 30, 2018; (iii) tickets to the opening night of "Beautiful: The Carole King Musical" on Tuesday, January 30, 2018. Two (2) Runner-Ups will receive (i) tickets to opening night of "Beautiful: The Carole King Musical" on Tuesday, January 30, 2018; (ii) a Sun King Brewing prize pack; and (iii) a WFYI prize pack.

8. PRIZE RESTRICTIONS. All members of the Grand Prize Winner must be 21 years of age or older, and must execute a release of liability and publicity release (where legal). Grand Prize Winner will be solely responsible for any and all federal, state and/or local taxes and all fees and expenses resulting from acceptance of any and all prizes associated with this Contest,

including but not limited to taxes, tips, entertainment, surcharges, and other expenses. Grand Prize Winner cannot assign or transfer the prize to another person. No prize substitution or changes are allowed except at the discretion of Sponsors. Prize cannot be substituted or redeemed for cash. All prizes are subject to availability. Prize is provided "as is" without warranty of any kind. No refunds or credit for changes are allowed, and no refunds or compensation will be made in the event of any flight or portion of it.

With respect to any musical equipment Entrant requires to perform, Entrant is solely responsible for furnishing and transporting any equipment he, she, or they need to perform on both January 18, 2018 and January 30, 2018. Sponsors may decide, in their sole discretion, to provide or transport equipment where feasible, but Sponsors have no obligation to do so.

In the event a Grand Prize Winner engages in behavior during the event on January 18, 2018 (as determined by Sponsors in their sole discretion) is obnoxious or threatening, illegal or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsors or any of Sponsors' services, products, trademarks, service marks, or logos, Sponsors reserve the right to terminate the Grand Prize Winner's performance, and send Grand Prize Winner home with no further obligations or compensation whatsoever to Winner, which may, in Sponsors' sole discretion, result in Grand Prize Winner's disqualification from the Contest and forfeiture of any (and/or all) prize(s).

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

9. GRANT OF RIGHTS. In consideration of Entrant's Video being reviewed and evaluated for this Contest and if applicable the Entrant's live performance if he, she, or they qualify, each Entrant (or individual member of an Entrant band) hereby grants to the Sponsors the exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display such Videos or other Recordings, or any portion thereof, in any media now known or hereafter devised. Entrant warrants that the videographer who recorded the Video has granted to Entrant a transferable license to the Video, and that Entrant transfers to Sponsors the right to use the Video or other Recordings in any media for any purpose. Entrant also grants to Sponsors a

perpetual, sub-licensable, worldwide and royalty-free right to use the musical composition performed in the Video or other Recordings for any purpose in which the Video or other recordings is used, and grants to Sponsors any synchronization, mechanical or public performance rights necessary to use the Video or other Recordings as contemplated in these Official Rules. Each Entrant authorizes the Sponsors and any entities affiliated or in privity with the Sponsors to utilize, for eternity and in any manner they see fit, the Video or other Recordings submitted to Sponsors, and to make derivative works from such materials. Each Entrant releases the Sponsors, and their assignees and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each Entrant agrees and acknowledges that participation in the Contest, including, without limitation, the Entrant's decision to provide the Entrant's submission to Sponsors for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between Sponsors and Entrant, does not place the Sponsors in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's video or other recordings submission, and that the only contracts, express or implied, between the Sponsors and Entrant are as set forth in these Official Rules and the release forms. The Grand Prize Winner may be required to complete and execute additional documents and have third parties execute Sponsors' documents in connection with the rights granted to Sponsors as a condition of prize acceptance. In addition, by participating in the Contest and submitting a Video or other Recordings, each Entrant hereby grants permission (except where prohibited by law) for the Sponsors to use Entrant's Video and other Recordings, name, likeness, voice, quotes, comments, biographical information, photograph and/or image, for all members of the Entrant, for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

10. ENTRANT REPRESENTATIONS, WARRANTIES, INDEMNIFICATION AND RELEASE. By entering, each Entrant represents and warrants to the Sponsors that (i) the music in his/her/its entry is completely the original work of the Entrant and was created solely by the Entrant, (ii) the Video is an original

work and is not copied from any other source or previously broadcast or otherwise distributed or disseminated in any media or format, and that the videographer agrees to grant to Sponsors an unlimited, unrestricted right and license to use the Video or other Recordings for all purposes in all media and as described herein, (iii) the entry is not in the public domain, and (iv) the entry is not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity. Entrant agrees to defend and indemnify Sponsors for any breach of the above representations. By submitting an entry, each Entrant agrees to indemnify, defend, release, discharge and hold harmless Sponsors and their parent companies, affiliates, subsidiaries, promotional partners, member stations, and agents, and all others associated with the development and execution of 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 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 concept.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. GENERAL TERMS AND CONDITIONS. The Sponsors reserve 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 or 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 essential production, or technical personnel to appear or be available for production or broadcast; or other cause beyond its control. Sponsors are not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, misedelivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing or judging of entries.

SPONSORS SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION, OR FUNCTION OF THIS CONTEST.

ALL DECISIONS BY SPONSORS ARE FINAL AND BINDING.

12. GOVERNING LAW. This Contest is governed by the internal laws of the Indiana 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 Indiana.

13. PRIVACY POLICY. By entering the Contest, you grant Sponsors permission to share your e-mail address and any other personally identifiable information with YouTube solely for the purpose of administration and prize fulfillment. Sponsors will not sell, rent, transfer or otherwise disclose entrant's personal data to any third party other than as described above.