



Sounds of Lewisville @ Home Submission Official Rules

Presented by the City of Lewisville

- 1. Eligibility:** Sounds of Lewisville @ Home Virtual Concert Series is open to anyone who submits a qualifying video online at soundsoflewisville.com. Selected videos will be posted to the Wayne Ferguson Plaza and Lewisville Live Facebook pages Tuesdays in June and July. The contest is only open to legal residents of the United States and is void where prohibited by law. Employees of the City of Lewisville, its affiliates, subsidiaries, advertising and promotion agencies and suppliers, (collectively the “employees”) and immediate family members and/or those living in the same household of City of Lewisville employees are eligible to participate, but not eligible for any awards or benefits. Employees of all event sponsors, their affiliates, subsidiaries, advertising and promotion agencies and suppliers, (collectively the “employees”) and immediate family members and/or those living in the same household of employees are eligible to participate but ineligible for awards or benefits. The contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited.
- 2. Agreement to Rules:** For purposes of these Official Rules, individuals and teams who participate in and submit contest entries will collectively be referred to as “Entrant” or “Entrants.” By participating, Entrants agree to be fully unconditionally bound by these Official Rules, and Entrants represent and warrant that they meet the eligibility requirements. In addition, you agree to accept the decisions of the City of Lewisville as final and binding as it relates to the content of this contest.
- 3. Video Submission Dates:** Video entries will be accepted beginning **Friday, May 15**. The submission window continues until all the finalist spots are filled for the nine-week Sounds of Lewisville @ Home Virtual Concert Series, except that to be considered for the June 2 or June 9 dates, a video must be submitted by Wednesday, May 27, 2020.
- 4. How to Enter:** Submit a video at soundsoflewisville.com. The entry must fulfill all requirements, as specified below, to be eligible. Entries that are incomplete or do not adhere to the rules and/or specifications may be disqualified at the sole discretion of City of Lewisville.
- 5. Video Entries:** Entrants shall submit a video of an individual or members of a household performing up to three (3) songs. Videos submitted must be recorded on private property and not filmed in public. Video must be a solo performer or a group of people that live in the same household. Video submissions of one (1), two (2) or three (3) songs will be accepted. A cappella, acoustic and instrumental-only submissions will be accepted.

All videos must be the work of the Entrants. Entrants shall include all individuals whose faces are visible in the video, and all Entrants must consent to participate in this contest. If a minor (under 18 years old as of the date of submission) is included as an Entrant, participation in this contest by appearing in a submitted video shall signify that the minor’s parent or legal guardian has authorized the minor’s participation as an Entrant



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on behalf of the minor. Upon request, Entrants may be required to provide a written consent to participate for each Entrant.

6. Finalist Selection:

Finalist videos will be selected by a committee consisting of Lewisville staff and professional musicians. Finalists will be notified by email. Selected finalist videos will be posted to the Wayne Ferguson Plaza and Lewisville Live Facebook accounts on each Tuesday in June and July as part of the Sounds of Lewisville @ Home Virtual Concert Series. Finalist videos may also be shared on other City of Lewisville social media channels. Entrants whose videos are selected as finalist videos will be invited to participate in event promotion on social media.

City of Lewisville shall have no liability for an Entrant's failure to receive notices due to spam, junk e-mail or other security settings or for Entrant's provision of incorrect or otherwise non-functioning contact information. If Entrants who submit a finalist video cannot be contacted or if any Entrant participating in a finalist video is/are ineligible under these Official Rules, the invitation to participate in the finalist video activities outlined above may be forfeited, and an alternate finalist video may be selected. Receipt by any Entrants of any invitation offered in this contest is conditioned upon compliance with any and all federal, state and local laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY ANY ENTRANT OR ENTRANTS (AT CITY OF LEWISVILLE'S SOLE DISCRETION) WILL RESULT IN DISQUALIFICATION OF THE OFFENDING ENTRANT AND/OR ENTRY, AND ALL PRIVILEGES WILL BE IMMEDIATELY TERMINATED.**

7. People's Choice Award:

At the conclusion of the Sounds of Lewisville @ Home Virtual Concert Series, the public will be invited to vote for their favorite finalist. The Entrants in the winning video will be invited to perform at a future City of Lewisville event. The invitation is nontransferable, and is subject to availability of an appropriate future event. If the invitation cannot be fulfilled due to circumstances beyond the control of the City, a substitute invitation or activity may be provided, in the City's sole discretion. Acceptance of invitation constitutes permission by Entrants, or in the case of minor Entrants, the parent or guardian of Entrants, for City of Lewisville to use the winning Entrants' name(s), likeness(es), and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

- 8. Rights Granted by You:** By entering this contest through submission of or participation in a video, Entrants understand and agree that City of Lewisville, anyone acting on behalf of City of Lewisville, and City of Lewisville's licensees, successors, and assigns shall have the right, where permitted by law, to print, publish, broadcast, distribute and use in any media known or hereafter developed, in perpetuity and throughout the world, without limitation, the entry, name(s), portrait(s), picture(s), voice(s), likeness(es), image(s), statements about the contest, and biographical information of any Entrant(s) for news, publicity,



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information, trade, advertising, public relations and promotional purposes without any further compensation, notice, review or consent.

9. **Terms & Conditions:** City of Lewisville reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the contest should virus, bug, non-authorized human intervention, fraud or other cause beyond City of Lewisville's control corrupt or affect the administration, security, fairness, or proper conduct of the campaign. In such case, City of Lewisville may select the finalist(s) from all eligible entries received prior to and/or after (if appropriate) the cancellation, termination, modification or suspension of the contest. City of Lewisville reserves the right, in its sole discretion, to disqualify an individual who tampers or attempts to tamper with the entry process or the operation of the contest or website or violates the Official Rules. City of Lewisville has the right, in its sole discretion, to maintain the integrity of the campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses, multiple entries from the same computer in excess of that allowed by campaign rules, or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an Entrant to deliberately damage any website or undermine the legitimate operation of the campaign may be a violation of criminal and civil laws. Should such attempt be made, City of Lewisville reserves the right to seek damages to the fullest extent permitted by law. This contest is subject to all Federal and state laws and regulations.

10. **Limitations of Liability:** BY ENTERING, ENTRANTS OR PARENTS AND LEGAL GUARDIANS OF MINOR ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS THE CITY OF LEWISVILLE AND ITS SUBSIDIARIES, SPONSORS, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, VOLUNTEERS, OFFICERS AND DIRECTORS FROM ANY LIABILITY, ILLNESS, INJURY, DEATH, LOSS, LITIGATION, CLAIM OR DAMAGE THAT MAY OCCUR, DIRECTLY OR INDIRECTLY, WEATHER CAUSED BY NEGLIGENCE OR NOT, FROM (I) SUCH ENTRANTS' PARTICIPATION IN THE CONTEST AND/OR ENTRANTS' ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE OR ANY PORTION THEREOF; (II) TECHNICAL FAILURES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE MALFUNCTION OF ANY COMPUTER, CABLE, NETWORK, HARDWARE, OR SOFTWARE, OR OTHER MECHANICAL EQUIPMENT; (III) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY TRANSMISSIONS, TELEPHONE OR INTERNET SERVICE; (IV) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE PROMOTION; (V) ELECTRONIC OR HUMAN ERROR IN THE ADMINISTRATION OF THE PROMOTION OR THE PROCESSING OF ENTRIES.

11. **Disputes:** This campaign is governed by the laws of the United States and Texas, without respect to conflict of law doctrines. As a condition of participating in this contest, each Entrant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this contest shall be resolved individually, without resort to any form of class action, exclusively before a court located in Denton County, Texas having jurisdiction. Further, in any such dispute, under no circumstances



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shall any Entrant be permitted to obtain awards for, and each Entrant hereby waive all rights to, punitive, incidental or consequential damages, including reasonable attorney's fees, other than Entrant's actual out-of-pocket expenses (i.e. cost associated with entering this contest). Participant further waives all rights to have damages multiplied or increased.

- 12. Sponsor:** The sponsor of this campaign is the City of Lewisville.
- 13. Facebook:** The campaign hosted by City of Lewisville is in no way sponsored, endorsed, administered by, or associated with Facebook.
- 14. E-mail:** By entering this contest, each Entrant has agreed to allow the City of Lewisville to include any e-mail address submitted as part of this contest in the bi-weekly Horizon Newsletter and the monthly MCL Grand Newsletter, which Entrant may unsubscribe from at any time, and such email address will become part of the City's public record.
- 15. Acceptance:** By entering this contest, the Entrants confirm that each Entrant has affirmatively reviewed, accepted and agreed to all the Official Rules.