

**ABC13 Houston Idol
OFFICIAL CONTEST RULES**

- Come to Main Event Humble on August 28th for your chance to audition to be the ABC13 Houston Idol! Contestants must be between ages 15 and 28. The judging will be based on Vocal Talent (scoring between 1-5 or 1-10); Stage Presence (scoring between 1-5 or 1-10); Personality (scoring between 1-5 or 1-10) and Appearance (scoring between 1-5 or 1-10). The winners will be notified at the conclusion of the competition.
- Houston Idol is a contest in which five (5) winners will be selected from all eligible entries. Each winner will receive one (1) Silver Ticket pass, along with roundtrip airfare for two (2) persons and one (1) double-occupancy hotel room for two (2) nights to audition for executive producers of *American Idol* (the "Series"). Exact location are TBD, but will be a designated official *American Idol* judge city.
- By participating in the Contest, each entrant agrees that all decisions regarding the Contest, including, but not limited to, eligibility determinations, Official Rules and rule interpretations, and the handling of technical difficulties or other errors are at the sole and exclusive discretion of Sponsor and are final, binding and not subject to appeal.

I. NAME OF SPONSORS: KTRK Television, Inc. and Main Event (hereinafter collectively referred to as "Sponsor").

II. ELIGIBILITY:

NOTE: By entering this Contest, you are not auditioning directly for *American Idol*. ONLY THE WINNERS OF THIS CONTEST SHALL BE GIVEN THE OPPORTUNITY TO AUDITION FOR *AMERICAN IDOL* AS PART OF THE PRIZE. However, because contestants shall be eligible to win an *American Idol* audition, the all contestants must meet the eligibility requirements to compete on *American Idol*, which are set forth below.

To participate in the Series, all contestants must be able to prove that:

1. On June 1, 2019, you are at least fifteen (15) to twenty-eight (28) years of age (i.e., born on or between June 2, 1990 and June 1, 2004). If you were born before or after this window, you are not eligible to participate.
2. You must be a legal U.S. resident who is physically located and residing in one (1) of the following counties in the state of Texas: Harris, Fort Bend, Montgomery, Brazoria, Galveston, Liberty, Waller, Chambers, Austin, San Jacinto, Matagorda, Walker, Polk, Trinity, Grimes, Washington, Colorado, Wharton, Jackson or Calhoun ("Viewing Area"). You must also be able and/or authorized to participate in the entire competition portion of the Series and throughout the term of any post-show agreements provided by American Idol Productions, Inc. ("AIP") or any of the other Series Entities (as defined below), such as, but not limited to, a recording agreement. This means that you must either: (i) have the unrestricted right to work in the United States, or (ii) possess the appropriate United States employment authorization that permits you to participate and compete in the Series and engage in any post-show agreements and related employment. Prior to the beginning of the competition portion of the Series, each potential contestant must

demonstrate, to AIP's satisfaction, compliance with this requirement in order to accept an invitation to the competition.

3. You are ineligible to participate in the Series if you competed in any previous season of *American Idol* and advanced to the "Top 10" stage of the competition.
4. To accept an invitation to participate in the competition portion of the Series (currently scheduled to begin in December 2019), you must be able to demonstrate to the satisfaction of AIP that you do not have any contractual arrangement that would prohibit you from fully participating in the show and/or entering into any contracts required by AIP, including, but not limited to, an exclusive recording contract, merchandising contract, a live and/or global touring agreement, a music publishing or songwriting agreement and an exclusive management contract (subject to paragraph 5 below).
5. In the event that you already have a management contract prior to your first audition in front of the Series judges, the requirement to enter into a management contract shall not apply to you provided that you can demonstrate to the satisfaction of AIP and the 19 Companies (as defined below) that such contract commenced prior to the date of your first audition in front of the Series judges. Furthermore, in the event that you have previously entered into and are still a party to a music publishing or songwriting agreement prior to your audition in front of the Series judges, then you must agree to promptly disclose the existence of such agreement to AIP and the 19 Companies (or an affiliate or designee), provide material details of said agreement and/or provide a copy of such agreement upon the request of the 19 Companies (or an affiliate) and you must agree not to extend the existing term of such agreement. By accepting an invitation to be a participant, you must timely complete and return such participant agreements, releases and all exhibits, schedules and attachments thereto that will be furnished to you by AIP and/or 19 Entertainment Limited.
6. You must not currently be a candidate for public office and must agree not to become a candidate for public office until one (1) year after the initial exhibition of the final episode of the Series in which you appear (if selected to participate).
7. As of May 5, 2019 and continuing through the completion of the competition, neither you nor any of your immediate family members or members of your household (whether related or not), may be an employee, officer or director (excluding interns or other short-term independent contractors) of: (a) Industrial Media Inc. and all majority owned subsidiaries (including, but not limited to, 19 Entertainment Limited, 19 Entertainment, Inc., 19 Recording Services, Inc., 19 Recordings Limited, 19 TV Limited, 19 Recordings, Inc., and 19 Publishing, Inc.) (collectively, the "19 Companies"); (b) AIP; (c) American Broadcasting Companies, Inc. ("ABC"); (d) FremantleMedia North America, Inc. ("Fremantle"); (e) Telescope Inc.; (f) any of the foregoing entities' respective parents, subsidiaries or affiliated companies (including, without limitation, The Walt Disney Company and its affiliates); (g) any person or entity directly involved in the casting, auditions, development, production, distribution, or other exploitation of the Series or any variation thereof; (h) any known, major sponsor of the Series; or (i) any person or entity supplying services or prizes to the Series. The entities described in the preceding sentence shall be referred to herein, individually and collectively, as the "Series Entities." In addition; any contestants (including, but not limited, to employees, consultants, independent contractors, and

interns) who have, within the past six (6) months, performed services for KTRK Television, Inc., and any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying the prize, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or play. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. In addition, Sponsor may render ineligible any person who, in Sponsor's sole discretion, is sufficiently acquainted with anyone involved in the development, production or administration of this Contest.

8. You must accurately complete all documents provided by AIP, any of the other Series Entities or any other entity providing services to the Series. Please note that in order to enjoy the full benefit of any recording agreement prize offered as part of the Series, you must be a legal U.S. resident with either the unrestricted right to work in the United States or have employment authorization in the United States that permits you to work and fulfill any post show agreements provided by AIP or any of the other Series Entities. AIP has the sole discretion to make determinations of contestant eligibility, which are binding and final in all respects, and AIP reserves the right to change any of the eligibility requirements at any time. In addition, you acknowledge and agree that AIP has the sole discretion at any time to render ineligible and disqualify any person who, in AIP's sole discretion, is sufficiently acquainted with the development, production, administration, judging, exhibition or other exploitation of the Series such that his or her participation in the Series could create the appearance of impropriety.
9. The Houston Idol Audition is subject to the *American Idol* Audition Terms and Conditions, which are available for review at www.americanidol.com. Eligible applicants can also learn how to audition for the Series by visiting www.americanidol.com.

III. HOW AND WHEN TO ENTER:

NO PURCHASE NECESSARY.

On Wednesday, August 28, 2019 starting at 8:00am CST, the Sponsor will conduct in-person auditions with respect to the singing skills of the eligible contestants at Main Event in Humble, Texas (20945 Spring Creek Crossing, Humble, TX 77338). Details of the Contest are outlined below.

Entrants must register on-site the day of the audition. Sponsor reserves the right to cut off the registration and/or audition line if it deems, in its sole discretion, that the contestant pool has reached its maximum capacity.

All registered contestants will be required to perform a minimum of one (1) song of their choice; acappella or self-contained instrument (2nd Round and Finalists Showcase only). Entrants should be prepared to perform at least :60 seconds of their song for the audition. Entrants are not permitted to deviate from this guideline. Should an entrant fail to comply with either the Official Rules, or fail to appear for the competition when announced, then such entrant shall be disqualified.

- Wristband distribution will be from 8:00am-10:00am CST at the main entrance of Main Event.
- Singing contest performances begin at est. 9:00am CST.
- Performances:

- **1st Round** = :30 auditions starting at approximately 9:00am, acapella.
 - If you score above a certain number you proceed to 2nd Round right away.
- **2nd Round** = :60 auditions starting at approximately 9:15am; acapella or must bring self-contained instrument.
 - Scoring will be tallied to determine the "Top 15" contestants who will be invited back to perform in the Showcase for their chance to win a Silver Ticket prize package (as described below).
- **Top 15 Finalists Showcase** = :60 auditions, event starts at approximately 7:00pm; acapella or must bring self-contained instrument.

IV. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED: Five (5) winners will be selected on or about August 28, 2019 at the conclusion of the Top 15 Finalists Showcase (as described above). Auditions will be judged based on the following criteria: 1) Vocal Ability (scoring between 1-5 or 1-10), Stage Presence (scoring between 1-5 or 1-10), Personality (scoring between 1-5 or 1-10) and Appearance (scoring between 1-5 or 1-10). In the event of a tie, the contestant with the highest Vocal Ability score will be determined as the winner. If a secondary tiebreaker is necessary beyond Vocal Ability, the contestant with the highest Personality score will be determined as the winner of the tiebreaker. Final determination of winners is always conditional on verification of eligibility and compliance with all rules and procedures. To claim prize, (a) winners must provide proof of age, identity and residency, (b) winners must sign and return affidavit of eligibility/compliance with rules, publicity/liability release and indemnification all within time period specified by Sponsor.

V. PRIZE(S):

Five (5) winners will each receive a prize package including the following:

- One (1) Silver Ticket pass to audition for the executive producers of *American Idol* at an official *American Idol* judging city (exact city and audition dates to be determined by Sponsor and American Idol at a future time)
- Roundtrip economy-class airfare for winner and a guest to/from the major airport nearest to winner's residence and the destination for *American Idol* auditions
- Double-occupancy hotel room accommodations (i.e., one (1) hotel room with a maximum capacity of two (2) persons) for two (2) nights.

Approximate retail value ("ARV") of each prize: \$2,500.

Total ARV of all prizes awarded: \$12,500

Final actual value at time of booking and travel may be substantially more or less depending on dates of travel, point of origin and ticket availability. Some restrictions apply. Airline tickets issued in conjunction with the prize are not eligible for frequent flyer miles, and no code share flights may be used. Sponsor reserves the right to structure travel route, on a Sponsor-selected carrier for air travel from a major airport near winner's residence, in its sole discretion. All aspects of the travel portion of the prize must be conducted on the dates within the range of options provided by Sponsor in its sole discretion. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels and/or other transportation companies or any other persons

providing any of these services or accommodations. Sponsor shall not be liable for any loss or damage to baggage. Winner must possess all required travel documents, including a valid photo ID.

In the event that a winner is under the age of eighteen (18), winner's guest must be a parent or legal guardian. In the event that winner's travel companion is under the age of eighteen (18) winner must be the parent or legal guardian of such travel companion. If winner is eighteen (18) years of age or older and wishes to travel without a guest, no additional compensation will be awarded. Each winner and his or her companion must travel together on the same itinerary and possess all required travel documents, including a valid photo ID.

NOTE: The prize is strictly limited to what is outlined above, is non-transferable and may not be redeemed for cash value. Any substitution or transfers are under the sole direction of the Sponsor. Blackout dates and other restrictions apply. Each winner is solely responsible for all other expenses not specified herein, including, but not limited to: meals, travel insurance, room service, laundry service, spa treatments, local and long distance telephone calls, merchandise and souvenirs, incidental expenses, tips and gratuities, activities and any other ground transportation not expressly included in the prize trip and all other costs and expenses not otherwise mentioned herein.

Federal, state and local taxes, if any, are the sole responsibility of each winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more. Winners are not entitled to exchange or transfer prizes or to obtain cash or other substitutes, but Sponsor in its sole discretion may substitute prizes of equal or greater value.

Prize is subject to availability. To claim prize, winner must: (a) provide proof of winner's age, residency, and legal status; (b) sign and return eligibility, publicity, liability, rules compliance and any other releases requested by Sponsor; and (c) have winner's intended guests, if any, sign and return releases requested by Sponsor; all within the time period(s) specified by Sponsor; (d) provide photo identification. If won by a minor, prize elements (with the exception of the Silver Ticket) will be awarded in the parent's or guardian's name.

If a winners is unable to attend the prize trip for any reason, the prize will be forfeited in its entirety and will be awarded to the next entrant with the highest amount of points as designated above, provided sufficient time remains. In the event the prize trip does not or cannot take place as scheduled or at all, for any reason, Sponsor reserves the right to find an alternate prize at the Sponsor's discretion.

Winners and guests must follow all instructions of Sponsor relative to the prize trip. Failure to do so may result in forfeiture of the prize. Should a winner or guest fail to adhere to any such instructions or engage in unruly, obnoxious, illegal, threatening, or otherwise inappropriate behavior (as determined by Sponsor in its sole discretion), Sponsor reserves the right, without further notice or warning, to terminate the trip or other applicable experience early, in whole or in part, and send winner and guest home and/or take other actions as Sponsor deems appropriate in its sole discretion without any liability or other obligation to winner.

VI. RELEASES: By participating, contestants agree to be bound by these Official Rules as well as the *American Idol* Audition Terms and Conditions (which are available at www.Americanidol.com), and the decisions of the Sponsor, which shall be final in all respects. By participating in the Contest and/or accepting any prize that they may win, contestants agree to release KTRK Television, Inc., Main Event, American Idol Productions, Inc. ("AIP") or any of the other Series Entities, their respective parent,

subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in the sweepstakes and/or acceptance or use of the prize. Contestants authorize the Released Parties to use their name, voice, likeness, biographical data, city and state of residence, entry materials and any materials collected by Sponsor as part of awarding the prize in programming or promotional material, in any media now known or hereafter created or conceived, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation.

VII. MISCELLANEOUS; WINNERS' LIST:

VOID WHERE PROHIBITED. All federal, state and local laws and regulations apply.

Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify and/or suspend the Contest in the event of tampering or other circumstances, including, but not limited to, acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the contest as originally planned.

A list of the winners and these Official Rules will be posted on <https://abc13.com/contests/> for at least thirty (30) days after winners are notified and announced.