

## **The Athlete of the Mic Contest**

### **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING.

#### **CONTEST DESCRIPTION:**

The Athlete of the Mic contest ("Contest") will begin on April 11, 2018 and end on June 5, 2018 ("Contest Period"). This Contest will be conducted online and on-site. There will be a total of ten (10) finalists from the Online and On-site Contest (four (4) from on-site competition and six (6) from online registration). Two (2) grand prize winners will be selected from among the finalists. The grand prize winners will be awarded a performance spot as the opening act at the Hot 107.9 Birthday Bash at Lakewood Amphitheater on Saturday June 16, 2018 in Atlanta, and two (2) tickets to Birthday Bash. Roundtrip airfare to Atlanta, GA and hotel accommodations in Atlanta will be awarded to out-of-state winners (Total ARV \$2,500).

#### **HOW TO ENTER / EXECUTION:**

Listeners of WHTA-FM ("Station") who are legal residents of the United States and are 18 years of age or older will be able to take part in this Contest. There are two methods of Contest entry. To participate in the Contest, participants must use one of the following methods:

##### Online Entry

- Participants must submit a video of up to a maximum of ninety (90) seconds showcasing their solo or group rap performance using original material. Any video over 90 seconds will be disqualified. Performances must be clean with no explicit language. If explicit language is used, the contestant will be disqualified.
- Contestants must submit their entries through The Athlete's Foot website at [www.theathletesfoot.com](http://www.theathletesfoot.com). There will be a link on the Station's website (<https://hotspotatl.com/>) that will guide listeners to the Contest registration site.
- Upon entering the website, participants are to follow the on-screen instructions, including entering their name, date of birth, address, phone number, email address, and any optional or additional contact information, as requested, to register for a chance to win.
- Submitted entries must be "family friendly", appropriate for all audiences, and must meet the below-listed Entry Requirements.
- All Internet entries must be received by 11:59pm EST on May 27, 2018, or they will be void.
- One entry per person or group during the Contest Period.

- In the event of a dispute regarding the identity of a participant's online entry, the entry will be deemed to have been made by the authorized holder of the e-mail account at the time the entry was made.
- By uploading a submission and entering this Contest, each participant represents and warrants to be bound by these Official Contest rules, and that they are authorized to and have the rights to submit the content within the entry.

**Entry Requirements:**

- Submitted entries must be no more than a maximum of ninety (90) seconds in length.
  - Entries may not be patently offensive, illegal, pornographic or obscene, or similarly inappropriate in the sole discretion of the Station and The Athlete's Foot.
  - Entries must not contain any profanity, obscene language, lewd or sexual content or references.
  - Video entries that display contestants in any state of undress, or show any sort of nudity or indecency will be disqualified.
  - Any participant wearing clothing bearing business, designer, or sports logos, or the name or likeness of a celebrity, living or dead will be responsible for any dispute that may arise from such entity or brand.
  - Submissions may not infringe upon any rights of any third party including without limitation, copyright, trademark and right of publicity or privacy
  - Entries must be produced and solely owned by the contestant submitting the entry
  - Submissions must not contain: derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), or otherwise assault or threaten others
  - If individuals in addition to the contestant are featured in the entry, each entrant warrants and represents that the entrant has obtained permission from each person who appears in the submission
- Station personnel will review the entries submitted through online registration and at their sole discretion, the videos of six (6) finalists will be selected from among all eligible entries received, and posted online for public voting.

**On-Site Entry**

- Participants have an alternate method of entering the contest by performing at one of the on-site auditions on one of the dates listed below. The on-site auditions will take place at announced locations in New Orleans, LA; Raleigh, NC; and Atlanta, GA.
- Contestants must register on-site (first come, first serve) for their opportunity to participate in the Contest. Participants will be directed to sign in and receive a number. Each contestant or group will have ninety (90) seconds on stage to do a clean performance.
- Each contestant will be required to sign and submit a Participant Release Form prior to their live performance.
- Participants' performances will be reviewed and critiqued by a panel of judges comprised of Station personnel and record company representatives. At the sole

discretion of the judging panel, one (1) finalist will be selected at each live audition location and will be determined on same day of the live performance. (Location TBD).

- There will be a total of four (4) finalists determined from the live auditions. The four (4) finalists (one (1) finalist from each location) will be included in the online voting process.
  - The dates and times for the live auditions are as follows:
    - Date: April 28, 2018 in Raleigh, NC – 2p-5p
    - Date: May 5, 2018 in New Orleans, LA – 2p-5p
    - Date: May 19, 2018 in Atlanta, GA – 2p-5p
    - Date: May 26, 2018 in Atlanta, GA – 2p-5p
  - There will be a videographer at each live audition location to tape the performances.
  - The videos of the four (4) finalists from the live auditions will be posted online for public voting along with the six (6) finalists selected from online registration.
1. Online voting will take place take place from May 29, 2018 thru June 5, 2018 (“Voting Period”). One (1) vote per person during the Voting Period. Any attempt by entrant and/or his/her family/friends to vote using multiple names or email addresses and/or any other fraudulent mechanism, as determined by the Station and The Athlete’s Foot in their sole discretion, shall give the Station and The Athlete’s Foot the right to disqualify the entrant in their reasonable discretion.
  2. The videos of the ten (10) finalists will be posted online for public voting (four (4) from the on-site competition and six (6) from online submission). Based on the number of online votes received, two (2) winners will be determined: Two (2) grand prize winners. The winners will be notified by phone, and / or e-mail.
  3. Winners must provide valid identification (e.g. via valid state-issued driver’s license, passport or other government-issued I.D. containing the person’s name, date of birth, and photograph) to claim their prize. Identification documents must match information previously provided to the Station.
  4. All decisions made by the Station, Radio One, The Athlete’s Foot management, or any Contest Sponsor regarding any aspect of this Contest are final.

#### **ELIGIBILITY RESTRICTIONS:**

1. The Contest is open only to legal residents of the United States who are 18 years of age or older at the time of Contest registration.
2. Employees of the Station, Urban One, Inc., Radio One (“Company”), The Athlete’s Foot, their respective officers, directors, subsidiaries, affiliates, general sponsors, advertisers, competitors, promotional partners, members of the immediate families,

and members of the households (whether related or not) of any of the above are NOT eligible to participate or win in this Contest. For purposes of this Contest, immediate family members mean spouses, parents, grandparents, children, and siblings and their respective spouses.

3. Participants may only win one (1) prize during this Contest.
4. Travel guest of any out-of-town winner must also be 18 years of age or older and a legal resident of the U.S. Winner and guest must each possess required travel documents (e.g. valid state-issued driver's license or other government-issued I.D. containing the person's name, date of birth, and photograph) prior to departure and must travel on the same itinerary. Travel guest will be required to sign and submit all requested release forms along with the winners.
5. Only one person per family or household (whether related or not) may win in any promotion from the Station during any thirty (30) day period.
6. Contestants agree to abide with any applicable federal, state, local laws and regulations.

#### **PRIZES:**

1. The following prize elements will be awarded:

**Two (2) Grand Prize Winners will each be awarded:**

A trip for two (2) to Atlanta, GA for the Hot 107.9 Birthday Bash that includes:

- Round trip airfare for two (2)
  - Hotel accommodations for two (2), for two (2) nights (one (1) standard double occupancy room)
  - Round trip airfare and hotel accommodations will **only** be provided for a grand prize winner who resides outside of the State of Georgia
  - A five-minute performance spot as the opening act at the Hot 107.9 Birthday Bash at Lakewood Amphitheater on Saturday June 16, 2018 in Atlanta, GA
  - One (1) pair of tickets to Birthday Bash 2018 (ARV \$300).
  - The total estimated retail value for the grand prize package (airfare, hotel, tickets) is Two Thousand Five Hundred Dollars (\$2,500). If the actual value of the prize is less than the stated approximate retail value, the difference will not be awarded in cash.
2. Ground transportation, luggage costs, meals, beverages, gratuities, hotel room service, laundry service, local and long distance telephone calls, souvenirs, incidentals, and all other expenses not specified herein are the responsibility of the winner and his or her guest.
  3. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by The Athlete's Foot management and/or the sponsor in its sole discretion. The Station reserves the right to substitute an item of equal or greater value in the event an advertised prize element is unavailable.

4. All Contest winners must sign and date all official release and waiver forms as requested. Failure to do so will result in the winner's forfeiture of the prize.
5. To the extent that prize elements are provided by third-party providers, winner agrees to look solely to applicable prize providers with respect to any claims, losses, or disputes in connection therewith.
6. Prize will not be mailed. If Contest winner does not claim their prize by the designated time, the prize will be forfeited.
7. The prize may only be claimed by the actual winner. Friends and family members are not eligible to claim the prize on behalf of the winner.
8. Dates and times of concerts, events, activities, and trips promoted by event sponsors are subject to change and those changes are deemed to be beyond the control of the Station. Changes of venue, cancellation of engagements by performing artists, and/or their management may be permanent in nature. The Station is not responsible for replacing tickets in the event of show cancellations as a result of weather, promoter or performer. The Station is not obligated to make any effort to find an alternative prize under these circumstances.
9. Prizes will be awarded only upon winner verification and final approval by the Station and The Athlete's Foot.
10. The Station, the Company, and its affiliates and promotional partners shall not be liable for any claims made by ineligible entrants.
11. If for any reason a contest winner provides notice that they have decided not to accept an awarded prize, the winner may be required to sign a release form acknowledging forfeiture of the prize. It will be at the discretion of the Contest administrator and / or Contest sponsor if another contestant is to be selected as the winner if time permits.
12. In the event any winner is found to be in violation of these Official Rules or is otherwise determined by the Station or The Athlete's Foot, in their sole discretion to be ineligible, he/she may be required to forfeit the prize or to reimburse the Station, The Athlete's Foot and / or any sponsor for the stated value of the prize if such a violation is found after the prize has been used by winner.

**GENERAL CONDITIONS:**

1. Winners are responsible for all applicable taxes associated with the receipt of the prize.
2. Any person winning over \$600.00 in prizes will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.
3. No purchase necessary. Contest is void where prohibited. Contest is subject to all applicable federal, state, local laws and regulations.

4. Odds of winning depend upon the number of eligible contestants participating during the Contest Period.
5. By participating in the Contest, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Contest, in any media now known or hereafter devised for advertising or promotional purposes without additional compensation, and must sign a publicity release prior to acceptance of the prize. By entering this Contest, each participant agrees to comply with these Official Contest Rules and the decisions of the Station, the Company and The Athlete's Foot which shall be final and binding in all aspects relating to the Contest.
6. The Station, the Company, and The Athlete's Foot retain the right to disqualify any contestant if all Contest rules are not followed.
7. So long as no participant is materially adversely affected, the Station, the Company and The Athlete's Foot reserve the right to make changes in the Contest rules, which will become effective upon being announced on the air and posted online.
8. All Contest winners will be required to sign a liability release prior to acceptance of any prize. Pursuant to the liability release, the winner or winners will agree to hold the Station, the Company, The Athlete's Foot, any other Contest parties and each of their respective affiliates, subsidiaries, agencies, officers, shareholders, directors, employees, agents and representatives of each of the foregoing, harmless against any and all claims or liability, directly or indirectly related to or arising from or in connection with Contest participation or the acceptance, possession or use / misuse of any awarded prize or any portion thereof, or participation in prize-related activities, including but not limited to any related travel.
9. By accepting the prize, the winner acknowledges that the Station, the Company, and The Athlete's Foot have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or to any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.
10. The Station, the Company, The Athlete's Foot, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for the inability of any contestant to complete or continue an internet registration due to equipment malfunction, busy lines, inadvertent disconnections, unavailable network, server, Internet Service Provider (ISP) or other connections, communication failures or human error that may occur in the transmission, receipt or processing of entries, including any injury or damage to any computer arising from or relating to participation in this Promotion. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification. In addition, the Station, the Company, The Athlete's Foot, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for late, lost, misdirected, mutilated, illegible or incomplete contest entries. No mechanically reproduced or automated entries permitted. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the property of the Station and The Athlete's Foot, and will not be returned.

11. The Station, the Company, Athlete's Foot, their respective subsidiaries, affiliates, participating sponsors and promotional partners will not assume any responsibility for any changes in the execution of the Contest, including cancellation of the Contest as a result of the occurrence of events not within the control of the Station, the Company, The Athlete's Foot, their respective subsidiaries, affiliates, participating sponsors, promotional partners and other radio stations, such as acts of God, strikes, terrorists acts or criminal acts of third parties. In the event such an act should occur, the Station may in its sole discretion, offer the winner comparable prize(s) currently being offered by the Station in lieu of the prize originally awarded.
12. If for any reason, the Contest is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the Contest is compromised by virus, bugs, worms or unauthorized human intervention, fraud, acts of God, strikes, terrorists acts, criminal acts of third parties, an insufficient number of qualified Contest entries, or any other causes beyond the Station, the Company and The Athlete's Foot's control which, the Station, the Company, The Athlete's Foot's sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Contest, the Station the Company and The Athlete's Foot reserve the right to cancel, terminate, modify or suspend the Contest at their sole discretion.
13. Any attempt by an entrant to deliberately undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and should such an attempt be made, the Station, the Company, and The Athlete's Foot reserve the right to seek remedies and damages (including attorney's fees) from any such entrant to the fullest extent of the law, including criminal prosecution.
14. Copies of Official Rules for this Contest are available upon request during regular business hours, Monday – Friday 9:00 a.m. to 5:00 p.m., in the offices of the Station, located at 101 Marietta Street, N.W. 12th Floor, Atlanta, GA. Copies of rules for this Contest will also be made available on The Athlete's Foot website at [www.theathletesfoot.com](http://www.theathletesfoot.com), or during on-site / in-person remote events.