#### WQMP FM 101.9

#### The Big Break

**Official Contest Rules**

# These Contest rules are specific to the above Contest conducted by Entercom Inc. d/b/a WQMP (collectively, the “**Station**”). Except to the extent specifically set forth below with respect to this specific Contest, the Station’s general contest rules apply to this Contest as well. A copy of these specific Contest rules and the Station’s general contest rules are available at the Station’s studio at 1800 Pembrook Dr., Suite 400, Orlando, FL 32810 during regular business hours and on the contest page on the Station’s website at [www.FM1019Radio.com](http://www.FM1019Radio.com). **To the extent that the general contest rules differ from these rules, these rules will govern and control with respect to this Contest.**

**How to Enter**

# No purchase necessary or payment of any kind is necessary to enter or win The Big Break (the “**Contest**”).

# For purposes of this Contest:

## the term “**Local Bands**” means any music group or band made up of two (2) or more members, all of whom must be both eighteen (18) years of age or older, and at least one (1) of whom must a legal resident of the State of Florida on the date of entry;

## “**Entrant**” refers to each and every performer (collectively, jointly and severally) associated with the Video submitted in this Contest;

## “**Video**” refers to each entry submitted by each Local Band, as further explained in Section 5 below:

## **Each and All performers on any Video submitted for entry in this Contest must each be an Entrant, and each Entrant, along with each and all other performers on the Video submitted for entry in this Contest, will be required to individually complete and sign the Official Participation and Release form (Attachment A) in accordance with Section 4(b) below;**

## Each Local Band must designate one (1) person as the “**Leader**”. The Leader must be a performer in the Local Band.

# The entry/registration process will require you to either log into an existing account, or create a free account with the game administrator, UPICKEM. You may either elect the option to have your Facebook profile pre-load applicable portions of the entry form (Facebook account is not required to enter this Contest), or complete the online entry/registration form by submitting the Entrant Leader’s name, address, phone number and e-mail address. Limit one account per e-mail address and limit one entry per account. **ONCE AN INDIVIDUAL HAS ENTERED THIS CONTEST AS A LOCAL BAND, THEY MAY NOT ENTER THE CONTEST AGAIN AS A PERFORMER MEMBER OF A DIFFERENT LOCAL BAND MULTIPLE ENTRIES FROM THE SAME ENTRANTS WILL BE DISCARDED.** Only the first chronologically received entry will be considered. All subsequent entries will be discarded. The person completing the entry must be an Entrant but does not have to be the (to be) designated leader.

# Eligible Local Bands may enter this Contest starting at 12:00am (ET) on October 14, 2019 and ending at 11:59pm (ET) on October 20, 2019 (the “**Entry Period**”) by going to the Station website at [www.FM1019Radio.com/florida-man/big-break-competition](http://www.FM1019Radio.com/florida-man/big-break-competition) and clicking The Big Break Contest link and complete ALL of the following steps:

## Click the “Upload Video” (may also appear as “Submission”) tab and submit your entry, including your one (1) Video (as further defined in Section 5 below), the name of your Local Band, and affirmatively check the box or “I agree” button expressly confirming the following:

### Entrant represents and warrants that he/she is the designated Leader, and a performer in the Video submitted for entry.

### Entrant acknowledges and agrees that the Contest rules are available to him/her at [www.FM1019Radio.com/rules](http://www.FM1019Radio.com/rules), has had an opportunity to review them before entering this Contest and agrees to be legally bound by those Contest rules.

## **Each Leader must complete and return a Participant Agreement and Release Form (*Attachment A below*), individually completed and signed by each and all of the performers on the Video submitted for entry in this Contest as instructed on the Participant Agreement and Release Form by not later than 10:00am (ET) on Monday, October 21, 2019 (“Agreements”). FAILURE TO COMPLETE AND SUBMIT PARTICIPANT AGREEMENT AND RELEASE FORM TO STATION AS INSTRUCTED ABOVE WILL RESULT IN IMMEDIATE DISQUALIFICATION.** **Entrant(s) and signatories agree that (a) any electronically submitted signatures are deemed to be and are acceptable as if they were original signatures, and (b) to keep the original of the fully signed entry form for at least six (6) months after this Contest ends and to provide it to Station, upon Station’s request, at any time prior to six (6) months after this Contest ends whether or not the entrant is a winner in this Contest.**

# Video Requirements:

## Only one (1) Video may be submitted per Entrant for entry in this Contest (once an individual has entered this Contest as a Local Band, they may not enter the Contest again as a performer or member of a different Local Band).

## Video must be uploaded (using the method described in Section 4 above) in one of the following file types: avi (AVI Video); mov (QuickTime Movie); mp4 (MPEG-4 Video); mpeg (MPEG Video); mpg (MPEG Video); wmv (Windows Media Video); dv (Digital Video File); asf (Advanced Systems Format File); 3gp (3GPP Multimedia File); qt (Apple QuickTime Movie). Maximum allowed file size is 200 MB.

## Video featured in the entry can be a cover song or original material.

## Videos that exceed five minutes (5:00) will not be disqualified, but Station will only be obligated to listen to the first five minutes (5:00) in determining whether the Entrant(s) will advance for consideration as a Finalist in this Contest. Station will make such a decision on a case by case basis based in its sole discretion and is not required to make the same determination for every Video submission entered (it may treat different entrants/Videos differently, in its sole discretion).

## A Video that includes (or is suspected to include, in Station’s sole discretion) any pre-recorded music performed by anyone other than the Entrant (in whole or in part) will result in disqualification from this Contest.

## WHETHER OR NOT SELECTED AS A WINNER OR FINALIST, ALL ENTRIES (INCLUDING THE VIDEOS SUBMITTED) BECOME THE SOLE PROPERTY OF STATION AND MAY BE USED BY STATION IN ANY MEDIUM IT DEEMS DESIRABLE NOW OR IN THE FUTURE WITHOUT ANY COMPENSATION TO THE ENTRANT(S), OR ANY OF THE PERSONS WHO APPEAR IN OR PROVIDE MATERIALS FOR THE SUBMISSION. Station retains sole and exclusive possession and retains all rights to use any entry, or any part thereof, including but not limited to the musical performance submitted with an entry, indefinitely in any advertising, promotion or use of any other kind including, but not limited, to on-air and online usage without any compensation to Entrants or any third parties. The aforementioned stipulations apply to all winning and non-winning Entries.

## Station is not responsible for any costs associated with submitting any Video or any costs arising out of participating in the Contest or failure to adhere to official Contest rules.

1. **FAILURE TO SUBMIT ANY REQUIRED ENTRY MATERIALS AND/OR COMPLY WITH ANY ENTRY REQUIREMENT AS SET FORTH IN THESE RULES WILL RESULT IN DISQUALIFICATION. STATION HAS NO OBLIGATION WHATSOEVER TO NOTIFY ANY ENTRANT(S) IF AN ENTRY HAS BEEN DISQUALIFIED AND WILL NOT DO SO.**
2. **By entering this Contest, Entrants understand and agree that Station may elect to use any entry submitted for entertainment purposes and may choose to comment on, mock, poke fun at, and/or mimic any entry submitted. Entrants waive any right to make any claim against Station or any Contest sponsors with respect to any comments-disparaging or otherwise-made regarding such Entrant’s entry.** **Additionally, Contest judges may comment on/critique entries from time to time and Station may elect to feature such entries with the judges’ commentaries online, on-air, or in any other medium it desires. Entrants understand and agree that such commentary/critiques from Contest judges may depict an entry in a positive or negative light (such feedback is not determinative of selecting a winner) and by submitting an entry into this Contest Entrants waive any right to make any claim against Station or any Contest sponsors.**

# **How to Win**

# At or around 7:00am (ET) on October 23, 2019, all Entrants who submitted valid and eligible Videos will have their band names posted on Station’s website for listener voting until 11:59pm (ET) on October 27, 2019 (the “**Voting Period**”). Only Entrant band names and links to band’s websites (if the bands have websites) or Facebook pages will be posted on the Station website. Videos will NOT be posted on the Station website. **LISTENER VOTING IS FOR ENTERTAINMENT PURPOSES IN THIS CONTEST, AND MAY BE, IN STATION’S SOLE DISCRETION, ONE OF MANY FACTORS TAKEN INTO CONSIDERATION BY STATION JUDGES.**

# After 7:00am (ET) on October 28, 2019, a panel of Station judges will review all complete eligible Videos and select the three (3) Videos they deem best based on any lawful criteria, which may include without limitation, a) originality, b) quality of musical composition and lyrics (if applicable), c) quality of performance, and/or d) receiving the most listener votes during the Voting Period as the winners of this Contest, subject to verification of eligibility and compliance with the Contest rules (“**Finalists(s)**”). Each and all of the individual Entrants whose names appear on the Contest Participation and Release form (Attachment A) associated with the three (3) verified Finalists will become Finalists, jointly and severally, subject to verification of Contest eligibility and compliance with these rules.

# Station will announce the three (3) potential Finalists on-air at approximately 8:00am (ET) on October 28, 2019. The potential Winners need not listen in order to win. Station will contact the Leader of each potential Finalist. In the event that any of the Finalists are found to be ineligible, the Station will disqualify such Finalist (including all of the other associated Entrants).

# In the event that an Entrant is disqualified for any reason after it has been selected as a Finalist, Station is NOT obligated to select a replacement Finalist (but reserves the right to do so in its sole discretion, time permitting).

# The up to three (3) verified Finalists in this Contest will each receive the opportunity to perform at The Big Break at **The Abbey, 100 S. Eola Dr. #100, Orlando, FL 32801**, on **November 7, 2019** (the “**Grand Prize Event**”) subject to the following:

### Exact time, order, and length of each verified Finalists’ performances at the Grand Prize Event will be determined by the Station in its sole and absolute discretion and will be communicated to each Finalist prior to the Grand Prize Event.

### Finalists must provide their own instruments for the performance.

### Finalists must perform, live, vocally and/or instrumentally.

### Performance by Finalists is subject to venue restrictions.

### In the event that a Finalist cannot, is unable, or is unwilling to perform due to a scheduling conflict by the Finalist, that Finalist will forfeit the opportunity to perform and Station reserves the right but is NOT obligated to select an alternate band (time permitting) as a Finalist. In the event that the Station selects an alternate Finalist, the alternate Finalist will be selected in Station’s sole discretion (based on any lawful criteria Station deems desirable).

### Station is not responsible to the Finalists if the Grand Prize Event is cancelled or postponed, a Finalist is unavailable to perform at the Grand Prize Event, or if the venue or any third party determines that a Finalist cannot perform for any reason. In the event of illness, act of God, scheduling conflict or any other reason, Station is not responsible and the performance will not be rescheduled. Finalists will not receive any compensation for performing at the Grand Prize Event.

### BY PARTICIPATING IN THE GRAND PRIZE EVENT, ALL FINALISTS CONSENT TO THE AUDIO AND/OR VIDEO RECORDING OF THEIR PERFORMANCE AND UNDERSTAND AND AGREE THAT OWNERSHIP OF SUCH VIDEO RECORDING SHALL BELONG TO STATION AND THAT STATION SHALL BE FREE TO USE SUCH VIDEO (AND THE PERFOMANCES EMBODIED THERE IN) IN ANY MANNER STATION SEES FIT, NOR OR IN THE FUTURE, IN ANY MEDIUM WITHOUT ANY COMPENSATION TO ANY OF THE PERFORMERS.

### Only actual Entrants named in the official entry form may perform at any of the Grand Prize Event (irreconcilable break-ups are at your risk). Entrant and Finalist spots are not assignable, replaceable, or transferrable.

### All Finalists must show a valid government photo I.D. and sign a liability release agreement and/or other forms prior to being permitted to perform at the Grand Prize Event and/or being recognized as a Finalist.

### Finalists hereby agree to strictly follow all instructions and directions given by the Grand Prize Event staff and understand that any intentional failure to comply with the processes, procedures, and instructions may result in immediate disqualification, in Station’s sole discretion. ALL PERFORMERS MUST BE DRESSED APPROPRIATELY.

# **Prize(s)**

# Station will award one (1) Prize (the “**Prize**”) in this Contest to the one (1) verified winner of this Contest. This Prize is the opportunity to perform at Florida Man Music Festival at The Orlando Amphitheater at the Central Florida Fairgrounds on November 22, 2019. The Prize has no real or monetary value.

# Station reserves the right to substitute a prize of equal or greater value. No portion of the Prize may be redeemed for cash. No transfer or assignment of the Prize is allowed, except as may be determined by Station in its sole and absolute discretion. If any aspect of the Prize involving an event/activity become an impossibility for any reason including, but not limited to, illness, act of God, scheduling conflict or any other reason, Station shall not responsible for that portion of the prize, which has no monetary value, and no alternate prize will be awarded and the event/activity will not be rescheduled.

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# **Sponsor(s)**

# The sponsor of this Contest is Entercom Inc. d/b/a WQMP-FM.

# **Other Rule(s) Specific to this Contest**

# Entry in this Contest is gratis and not in exchange for any airplay, for the entrant(s) or anyone else. any decision by the Station to play any such music (whether in connection with the Contest or otherwise) will be at the sole discretion of the Station and is in no way implicitly or explicitly in exchange for participation in this Contest. If Station elects to play any such entry submission during or after this Contest, Station may identify the entrant as a sponsor. IN NO EVENT DOES PARTICIPATION IN THIS CONTEST MEAN THAT ANY ENTRANT IS ENTITLED TO ANY AIRPLAY OF THEIR ENTRY SUBMISSION.

# Station is conducting this Contest using proprietary software owned by a third party known as Second Street Media Inc. (“UPICKEM”).  UPICKEM is not a sponsor of this Contest but entrants may be required, as part of the entry process, to agree and consent to UPICKEM’s Terms of Service and Privacy Policy (both of which are available via a link during the Contest entry process) (collectively, the “UPICKEM Policies”) and may be required to register with UPICKEM. While agreement to the UPICKEM Policies are required in order to enter this Contest, the UPICKEM Policies are not a part of these Contest rules but are a separate agreement between the Entrant and UPICKEM.  With respect to the conduct of this Contest by Station, in the event of any conflict between the UPICKEM Policies and the Station Contest rules, the Station’s Contest rules govern.

# Station is not responsible for any error or technical malfunctions associated with the UPICKEM site that may affect any entrant’s ability to enter, win, or be properly considered in this Contest, regardless of the cause. In the event of a malfunction associated with the UPICKEM site that Station (in its sole discretion) deems to materially and adversely affect this Contest, Station reserves the right to suspend this Contest, terminate this Contest without a winner, terminate this Contest and select a winner early, provide alternative means of entry or any other changes to these Contest rules that Station deems appropriate under the circumstances. Any such changes, terminations or suspensions will be announced on air and/or posted on the Station’s website, if applicable.

# Employees of UPICKEM and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win in this Contest.

**Attachment A**

**WQMP FM 101.9 – The Big Break Contest Official Participation and Release Form**

This Official Participation and Release form must be individually completed and signed by each and **all** of the performers on the Video submitted by a Local Band for entry in this Contest (each, an Entrant), and received by Station not later than 10:00am (ET) on October 21, 2019. Email the completed Form to [eric.landrum@entercom.com](mailto:eric.landrum@entercom.com) or fax the completed Form to 407-919-1190 c/o WQMP Promotions.

**FAILURE TO COMPLETE AND SUBMIT PARTICIPANT AGREEMENT AND RELEASE FORM TO STATION AS INSTRUCTED ABOVE BY 10:00AM ET ON OCTOBER 21, 2019 WILL RESULT IN IMMEDIATE DISQUALIFICATION.**

1. Name of Local Band: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Name of song submitted for entry in this Contest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. The legal name, age, signature, address, e-mail address, and phone number of each and **all** of the performers on the Video submitted for entry in this Contest (each, an Entrant), all of whom must be 18 years of age or older as of the date of entry, and at least one (1) of whom must be a legal resident of Florida:

Legal Name:

Address:

Email address:

Phone number:

Signature:

Age:

Legal Name:

Address:

Email address:

Phone number:

Signature:

Age:

Legal Name:

Address:

Email address:

Phone number:

Signature:

Age:

Legal Name:

Address:

Email address:

Phone number:

Signature:

Age:

Legal Name:

Address:

Email address:

Phone number:

Signature:

Age:

Legal Name:

Address:

Email address:

Phone number:

Signature:

Age:

1. Please specify which ONE (1) of the above Entrants has been designated the “Leader” (*this is the person who will be contacted if this Local Band is selected as one of the potential winners of this Contest*):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **By signing above, each Entrant expressly confirms:**
   1. Entrant(s) represents and warrants that he/she is over eighteen (18) years of age and that at least one (1) member of the Local Band is a legal resident of Florida.
   2. Entrant(s) agrees and acknowledges that Station, Contest sponsors, and their respective affiliates, parents, employees, agents and all other related sponsors, may use for advertising and/or promotional purposes, entrant’s name, other entry materials and/or biographical information on radio, TV broadcasts, newspaper advertisements, on websites and/or any other medium in connection with participation in this Contest or otherwise, without the payment of any additional compensation.
   3. Entrant(s) and signatories agree that (a) such electronically submitted signatures are deemed to be and are acceptable as if they were original signatures, and (b) to keep the original of the fully signed entry form for at least six (6) months after this Contest ends and to provide it to Station, upon Station’s request, at any time prior to six (6) months after this Contest ends whether or not the entrant is a winner in this Contest.

# ENTRANT(S) REPRESENTS TO STATION THAT THE USE AND DISTRIBUTION OF SUCH VIDEO BY STATION WILL NOT VIOLATE OR INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS OF OTHERS.

# Entrant(s) represents and warrants that they own the rights to, or have obtained permission to use, the Video submitted with each entry. By submitting an entry, Entrants(s) agrees to indemnify Station should any representations and warranties in these Contest rules prove to be false or inaccurate. Station reserves the right at any time in its sole discretion to request proof in writing of any necessary authorizations, assignments or waivers required.

* 1. Entrant(s) understands and agrees that Station may elect to use any entry submitted for entertainment purposes and may choose to comment on, mock, poke fun at, and/or mimic any entry submitted.
  2. Entrant(s) waives any right to make any claim against Station or any Contest sponsors with respect to any comments - disparaging or otherwise - made regarding such Entrant’s entry.
  3. Entrant(s) agrees to satisfy and comply with the entry requirements in the Contest rules (including Station’s general Contest rules) in order to participate, except with respect to the age requirement. In the event that any Entrant is not eligible, the entire associated entry will be disqualified. Eligibility for the Station Contest will be determined by Station in its sole discretion.
  4. Entrant acknowledges and agrees that the Contest rules are available to him/her at [www.FM1019Radio.com/rules](http://www.FM1019Radio.com/rules), has had an opportunity to review them before entering this Contest and agrees to be legally bound by those Contest rules.