

**The Great Route 66 Talent Search Competition (PROMOTION)
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

The City of Springfield and not **KY3**, is solely responsible for selecting the winner of the PROMOTION, and for all other aspects of the PROMOTION, including the selection of judges. PARTNER will require each such contestant to sign, and shall be responsible for obtaining, a release/waiver for each person who wins such PROMOTION. PARTNER represents and warrants that in connection with the PROMOTION, it shall (i) comply with all applicable federal, state and local laws, including, but not limited to, all permit and license requirements, regulations, voluntary industry standards, codes or other obligations, including, without limitation, any such laws, requirements, regulations, standards, codes or other obligations relating to the conduct of sweepstakes (or other consumer promotions involving prize), including local, state or federal gaming/gambling, data collection and use, privacy, consumer marketing or outreach requirements; (ii) comply with any applicable accessibility requirements, regulations or other codes (including, without limitation, the ADA);

This local contest is presented in conjunction with **Marathon Productions, Inc.** ("National Contest"), presented and administered by **The City of Springfield**. Your entry into the local contest **DOES NOT** serve as your entry into the National Contest; you only have to enter once. **KY3** is not responsible for the administration of the National Contest. Local contest finalists will be responsible for entering the national contest.

1. PROMOTION DATES

a. The **Great Route 66 Talent Search Competition** ("Promotion") will begin at **8 a.m., CST June 1, 2023** and end on Midnight, CST, **Aug. 12, 2023**.

b. The deadline for entries is **5 p.m. CST August 3, 2023 for all entry modes**.

2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all legal residents of the United States and the District of Columbia (except NY and FL) who are **18 years of older at the time of entry and who live in the KY3 viewing area, viewing area counties include: Greene, Polk, Dallas, Webster, Christian, Howell, St. Clair, Cedar, Dade, Lawrence, Barry, Carroll, Newton, Boone, Marion, Baxter, Fulton, Ozark, Douglas, Howell, Oregon, Shannon, Texas, Wright, Laclede, Camden, Pulaski, Phelps, Dent, Hickory, Stone, Taney, Benton, and Boone.**

- Employees of [KY3 (the “Station”), its parent, subsidiary, and affiliated entities, its advertising agencies, participating sponsors/promotional partners, other broadcasting stations in the SPRINGFIELD, MISSOURI DMA and the members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. This Promotion is subject to all applicable federal, state, and local laws and regulations. Void outside the United States, in NY and FL, as applicable, and where prohibited.

c. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entry from any individual who does not meet the eligibility requirements, and will also delete any entry as required by law.

3. ENTRY

a. To participate in the Promotion, you may enter via the following method(s):

VIA INTERNET – Entrants must register at Route66festivalsgf.com. Please upload a video in an approved format, showcasing your group or individual talent. The total run time must not be longer than 3 minutes. Acceptable videos include simple raw footage of artist performing or more elaborate produced videos. We STRONGLY RECOMMEND the video showcases a full live performance. In addition, every artist may upload a personal testimonial video to give fans and judges a better perspective of the artist behind the talent. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning the email address or the domain associated with the submitted email address. Multiple entrants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Station. The contest/sweepstakes administrator’s computer is the official time-keeping device for the Promotion.

c. **Only one entry per person is allowed.**

4. PRIZES AND ODDS OF WINNING

- a. **Entrants will submit a three-minute video or less of their best talent to the contest website, in one of two categories: amateur or professional. The amateur category is reserved for contestants who are not paid for their talents. The professional category is reserved for contestants who receive compensation for their talents (singers, songwriters, actors, entertainers, magicians, illusionists)**

- b. **A board of pre-selected judges will narrow the contestant pool down to 66 contestants (up to 33 finalists in the amateur category and up to 33 from the professional category)**
- c. **66 contestants (up to 33 finalists in the amateur category and up to 33 from the professional category) will be selected by a team of event organizers reviewing video entries to advanced to a semifinal round to be viewed and graded (video recorded entries) during a semifinal round in front of four public figure judges. (Monica Horton, Ty Barnes, Chyrel Love Miller and Sam Timmerman) Out of the 66 contestants, only 20 (10 per category) will be selected to perform for a live final round at the Birthplace of Route 66 Festival, at 1 p.m. CST, Aug. 12, 2023 at the Historic Shrine Mosque in downtown Springfield, Mo. One (1) winner from each category (amateur and professional) will be selected as the grand prize winners of the entire competition. Each winner will receive from the City of Springfield (via agreement with Marathon Productions) “a guaranteed front of the line pass” to attend a virtual open call audition in one of the official casting call locations (being such cities as Marathon may designate). Winners are subject to follow audition rules, and City of Springfield’s compliance with the Promotion Guidelines for America’s Got Talent Season 18 Audition Promotions.**
- d. **There is not a cash prize awarded.**

b. The Great Route 66 Talent Search Competition judges will use the following judging criteria: 25% showmanship; 25% execution of performance; 25% general audience appeal; 25% technical skill. In cases of ties, the general audience appeal score will be considered. In semifinal rounds, judges will use the same criteria, however, at least three of the four judges must vote for performers to advance, in order for contestants to be selected for the final live round to take place at the Birthplace of Route 66 Festival

d. **Winners will be named live, following the performance at the Birthplace of Route 66 Festival Aug. 12, 2023.**

e. There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Any tickets awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets. Other restrictions may apply.

5. WINNER SELECTION AND NOTIFICATION

- a. Decisions of Station management with respect to the Promotion are final.
- b. **20 Finalists will be named at 5 p.m., CST August 4, 2023.**
- c. **Finalists will be notified via email and posted to the Birthplace of Route 66 Festival website: route66festivalsgf.com.** Winner(s) must execute and return any required affidavit of eligibility and release, publicity release, and/or guest/traveling companion release within ten (10) days of notification attempt or winner will be disqualified and the prize will be forfeited and an alternate winner(s) will be selected with the second highest score. If a potential winner(s) cannot be contacted, fails to complete, sign and return any required affidavit of eligibility and release, publicity release, and/or guest/traveling companion release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner(s) will be disqualified and will forfeit the prize. An entrant who provides a mobile wireless number to the Station in connection with a promotion, including by entering via text message or providing a mobile number for winner notification purposes, is responsible for informing the Station if his or her number is reassigned to another person at any time before the end of the Promotion set forth in Section I.a. of these rules, and for providing an alternative number where he or she may be reached.

6. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). Winner(s) may be required to complete and submit an IRS Form W-9 or the equivalent including a winner's full Social Security Number for receipt of any prize. Failure to submit a complete W-9 or equivalent when requested by the Station will result in disqualification and forfeiture of the prize.
- b. Participating in the Promotion and acceptance of a prize constitutes a winner's and guest's (where applicable) permission for the Station or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, the Station may, where legal, require a winner (and guest or travel companion, where applicable) to sign a publicity release confirming such consent prior to acceptance of the prize. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return to the Station any required release.
- c. To the fullest extent permitted by law, by participating in the Promotion, you:
 - i. agree to grant the Station a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material) submitted as part of your contest entry (the "Materials"), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to you or any third party;

ii. acknowledge that the Station reserves the right, in its sole discretion, not to use the Materials at all; and

iii. represent and warrant that: you are **18** years of age or older; you have the full legal right, power and authority to grant to the Station the license provided for herein; you own or control the complete exhibition and other rights to the Materials you submitted for the purposes contemplated in this license; and neither the Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity.

d. Prior to awarding any prize or prize certificate, and depending on the nature of the prize and eligibility requirements of the Promotion, the Station in its sole discretion may require verification of Promotion winner's or winners' identification by a showing of valid government-issued photo identification.

e. To the fullest extent permitted by law, by participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless the Station, its sponsor(s) and promotional partner(s), its advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Inc.) and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. The Station may also require eligible Promotion winner(s) and their guests or travel companions, if any), to sign a liability release confirming such consent. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return to the Station any required release.

f. The Station, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Promotion if he or she tampers with the entry process, the operation of the Promotion, or the operation of the Station's website, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. The Station further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the Station's control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by the Station in its sole discretion. Any attempt by an entrant or any person to deliberately damage any station website, Facebook Page, and/or any other social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, the Station reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The Station's failure to enforce any term of these

Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the Station, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to modify, terminate, suspend or cancel the Promotion and shall not be required to award a substitute prize.

g. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals, or any other difficulties that may prevent an individual from sending or receiving a text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Due to online streaming delays, online viewers of station programming may have difficulty participating in on-air contests. Further, the Released Parties are not responsible if any part of a Promotion prize that cannot be awarded due to acts of god, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Station's control.

h. To the fullest extent permitted by law, by participating in the Promotion, you understand and agree that:

i. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);

ii. any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);

iii. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event and under no circumstances will entrants or winners be permitted to obtain awards for attorneys' fees, and you hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;

iv. any claim or dispute regarding the Promotion or these Official Rules will be resolved pursuant to the laws of the State or Commonwealth in which the Station is located, without regard to the conflicts of laws and rules of that State or Commonwealth;

v. any claim or dispute regarding the Promotion or these Official Rules will be resolved in a tribunal within the State or Commonwealth in which the Station is located, and you submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and

vi. if for any reason a claim or dispute regarding the Promotion or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

i. This promotion is in no way sponsored, endorsed or administered by, or associated with Apple Inc. and/or Google Inc. By submission of an entry, an entrant releases Apple Inc. and/or Google Inc. from any responsibility or liability for the Promotion's administration, prizes, or promotion. Entrants are providing entry information to the Station and not to Apple Inc. and/or Google Inc.

j. The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

k. To obtain a copy of the Official Rules or a list of winner(s) following completion of the Promotion (please specify which), send a self-addressed, stamped envelope (VT residents may omit return postage) specifying "Official Rules" or "Winner List" to **The Great Route 66 Talent Search Competition** Winner List or Official Rules Request, **KY3, 999 W. Sunshine, Springfield, MO. 65807**. A copy of the Official Rules and a list of winner(s) (when complete) are also available during regular business hours at the main studio of **KY3, 999 W. Sunshine, Springfield, MO 65807**. All such requests must be received within thirty (30) days following completion of the Promotion.

7. OFFICIAL RULES, TERMS OF USE AGREEMENT & PRIVACY POLICY

By entering this Promotion, you agree to be bound by these Official Rules and the Station's Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at: "[[Route66Festivalsgf.com/talentterms](https://www.route66festivalsgf.com/talentterms)]" & [<https://www.ky3.com/terms-of-service>](Terms of Use) and "[[Route66Festivalsgf.com/privacypolicy](https://www.route66festivalsgf.com/privacypolicy)]" & [<https://www.ky3.com/privacy-policy/>](Privacy Policy) or at the main studio of [**KY3, 999 W. Sunshine, Springfield, MO 65807**].

Sponsor(s): City of Springfield, 840 N. Boonville, Springfield, MO 65802; KY3, 999 W. Sunshine, Springfield, MO 65807.