

# WGH-FM Eagle's Got Talent 2020

## OFFICIAL RULES

**Name of promotion:** Eagle's Got Talent 2020

**Sponsor(s):** The Eagles' Nest Rockin' Country Bar; Virginia Beach Recording Arts; Pitbull Tobacco & More; Acredale Saddlery

**Description of Prize(s):** \$500; Up to one day of studio time(as defined by VBRA) to produce one song at Virginia Beach Recording Arts, 5239 Challedon Drive, Virginia Beach, VA 23462. Includes a certain amount of mixing, editing and tracking. Must be used before 12/31/2020. Opportunity to perform as the opening act for an Eagle concert to be named at a later date. Produced single will be played on 97.3 The Eagle on a day and time determined by Max Media. Video of song will posted on 973Eagle.com for a period of time determined by Max Media.

**Value of Prize(s):** approx. \$3,000.00

**(Note: Winners are responsible for all taxes and other fees)**

**Promotion Metro Area:** Norfolk-Virginia Beach-Newport News, VA **(as defined by Nielsen)**

**Minimum Age to Enter:** Eighteen (18)

**How to Enter:** Complete an entry form and upload a video submission located on the WGH-FM 97.3 The Eagle's website at <http://www.973Eagle.com/> OR complete an entry form and drop off an audio file at the following location during normal business hours: 5589 Greenwich Road Suite 200, Virginia Beach, VA 23462.

**Deadline for receipt of entries:** 11:59pm EST on 02/07/2020

**Promotion Period:** Promotion Begins: 01/13/2020 at approx. 07:00am EST  
Promotion Ends: 02/27/2020 at approx. 11:00pm EST

**Number of winner(s):** One artist or band

### **Method of Selection of Winner(s):**

1. Local amateur artists/bands must fully complete the registration form and upload a video of one of their performances at 973Eagle.com to be considered. Submissions will be accepted from Monday, January 13, 2020 until Friday, February 7, 2020 at 11:59pm EST.
2. Artists/bands must be amateurs. Any artist/band signed to a record label is ineligible to participate.
3. The Station will comprise a board of judges to select artists from all eligible entries to perform in the preliminary rounds at The Eagles' Nest Rockin' Country Bar, 1723 Parkview Dr, Chesapeake, VA 23320. The preliminary rounds are scheduled to occur on the following dates at 7:30pm EST: Thursday, January 30, 2020, Thursday, February 6, 2020, Thursday, February 13, 2020 and Thursday, February 20, 2020.
4. During each round, a panel of judges will score each contestant based in the following categories: Talent, Stage Presence, Vocal/Instrumental Ability, Originality of Performance and Marketability in Country Music. Scores from 0-10 points will be awarded in each category. Contestant may receive up to an additional 3 bonus points for performing an original song(songwriting).
5. Original music eligible for bonus points is defined as any piece of music written or co-written by the contestant (individual, group or group member). Contestant must provide documentation to prove ownership of original music. Acceptable proof is as follows: notarized copy of music, proof of song registration with ASCAP, BMI, etc., or certificate of copyright. Contestant may be disqualified at any time if the musical copyright for the music

does not name the contestant as writer or co-writer. Failure to present the stated documentation for original music will result in forfeiture of any bonus points for original music.

6. The contestant with the highest score will move on to the Eagle's Got Talent Finals on Thursday, February 27, 2020 at The Eagles' Nest Rockin' Country Bar, 1723 Parkview Dr, Chesapeake, VA 23320.
7. During the Final round, all contestants will start the round with zero points. Points from the preliminary round will NOT carry over to the Final round. The contestant with the highest score during the Finals round will win the prize.
8. In the event of a tie, the first tie-breaker shall be the highest score in the Talent category. The second tie-breaker shall be the highest score in the Vocal/Instrumental Ability category. The third tie-breaker shall be secret ballots from the judges based on overall performance. Decision of the judges is final.
9. Each act entered into the contest must perform only with individuals listed on the entry form. No substitutions or personnel changes will be permitted once the contestants have been selected. If an individual withdraws from an act at anytime, they will not be able to perform. No more than seven individuals may perform with one act.
10. Individual may only perform with one act during the contest.
11. Individuals who are employees or related (by birth of marriage) to any employee of Max Media, its sponsors, all media of mass communication within a one hundred mile radius of the Max Media of Hampton Roads main studio, judges, company providing sound, etc. are ineligible to participate. Any attempt to deceive the Station will result in immediate disqualification and forfeiture of any winnings.
12. Contestant may be disqualified immediately from all competition if the contestant (includes any and all members) commits any act or becomes involved in any situation that is deemed to be dangerous or may damage the reputation of Max Media and/or its sponsors.
13. Each contestant must perform live (vocal and/or instrumental).
14. Special effects, pyrotechnics, special lighting or props, etc. may not be used.
15. Each contestant will have 15 minutes to perform. If the contestant exceeds 15 minutes, one point will be deducted from their score for each additional minute.
16. All performances must be radio-friendly. No music or lyrics that may be considered offensive may not be performed.
17. All contestants must use the sound equipment provided. (Specifics will be provided to each contestant prior to the preliminary round).
18. By submitting an entry in this contest, the contestant (entrant and each member of the act) gives Max Media and its contest sponsors the right in perpetuity to use the act's (including each member) name, voice, appearance, performance and/or picture for promotional, broadcast, advertising, social media or internet purposes, etc. without any compensation to the act (including all members).
19. By submitting an entry in this contest, the contestant (entrant and each member of the act) assumes all risk of property damage and/or bodily injury that might occur before, during or after the competition. The contestant (including the entrant and each member of the act) forfeit the right to bring any claim against Max Media and its sponsors.
20. Any attempts to deceive the Station will result in immediate disqualification. The Station is the sole authority in resolving any/all disputes. Station has the right to disqualify any contestant for failure to comply with the contest rules and regulations. Decisions of the Station management are final. Max Media reserves the right to alter/modify the contest rules at any time.
21. The Station is not responsible for telephone service outages, delays, equipment malfunctions and any other technological difficulties that may prevent a participant from entering. The Station shall have no responsibility for contestant's inability or failure to participate, failure to win or claim any prize based on malfunction or difficulties with telephone, cell phone, email, internet access or any other circumstances beyond Max Media's control.
22. All prizes are awarded "as is." Prizes are non transferable, nonrefundable and cannot be exchanged. Winner accepts condition of prize(s) when claiming the prize. The winner will receive and share in the prizes as listed above. The winner shall be solely responsible for all taxes, fees, etc. in connection with the prizes.

23. In the event of any dispute involving the contest, the decisions of Max Media's management is final. All matters not specifically mentioned in these rules shall be determined at the sole discretion of Max Media's management.
24. Winner(s) will be notified when their prize is ready to be picked up. Winner must come during standard business hours to pick up their prize and complete the necessary paperwork in a timely manner. Winner must show a valid government-issued Photo ID in order to claim the prize and complete the paperwork. No proxy representation will be allowed unless approved by management due to hardship.
25. Winners are ineligible to win any future contests through MAX MEDIA OF HAMPTON ROADS for 6 calendar months.
26. Violations of any of these rules or attempts to win any contest by fraud, deception or cheating shall be grounds for the station to disqualify that individual from participating in all current and future contests and events at the sole discretion of the station, as well as forfeiture of any prize or prizes won by fraudulent means.

**Deadline for claiming prize(s):** 30 days after prize awarded

*PLEASE NOTE: Failure of winner to complete the proper paperwork and pay taxes(if applicable) will void prize without any further prize consideration.*

**All Prize(s) will be awarded:** Yes

**Alternate Winner(s):** No

*(If potential winner(s) do(es) not qualify, decline(s) acceptance of prize(s) or is unreachable/unavailable)*

**Official Rules Request Address:** Eagle's Got Talent 2020 Official Rules, % Marketing Department, 5589 Greenwich Road Suite 200, Virginia Beach, VA 23462

**Winner(s) List Request Address:** Eagle's Got Talent 2020 Winner List, % Marketing Department, 5589 Greenwich Road Suite 200, Virginia Beach, VA 23462

**Deadline for Receipt of Winner(s) List requests:** 02/28/2020

Winner(s) will be notified. Prize(s) will be awarded upon completion of all legal paperwork with Max Media, LLC. No substitution for a prize will be made at the request of winner.

Winner(s) will be required to show valid government-issued Photo ID before completing winner paperwork. This will be done at 5589 Greenwich Road Suite 200, Virginia Beach, VA 23462 during regular business hours.

Any winner(s) of \$600 or more will receive a 1099 in the amount of \$(their winnings).

Prize is non-transferable before acceptance of prize.

Winner(s) is responsible for all taxes and additional expenses.

As a winner of a Max Media, LLC contest your voice, name and/or picture may be used for promotional, broadcast, social media or internet purposes, etc. without any compensation to you.

Employees of Max Media, its advertising agencies, affiliates, contest sponsors, employees and immediate families of each, and employees of all media of mass communication within a one hundred mile radius of the Max Media of Hampton Roads main studio are not eligible to win any contest. Immediate family includes the spouse, significant other(boyfriend/girlfriend), great-grandparents, grandparents, parents, brothers, sisters, children, grandchildren,

great-grandchildren, or any step-relatives of the employee and his/her spouse. This also includes individuals for whom the employee is a current legal guardian.

Max Media reserves the right to disqualify any entrant if any contest rules are violated in any way.

Max Media assumes no liability for situations, repairs or incidents arising from any aspect of any prize awarded in any contest. Max Media, its advertising agencies, affiliates, contest sponsors, employees and immediate families of each are absolved and shall be held harmless from any action or liability arising from any contest or prize awarded in any contest.

As a licensee of the FCC and a trustee of the public airwaves, Max Media reserves the right to interrupt and/or discontinue any contest or promotion (and not award the offered prize) at the discretion of Max Media management if world events, the national/local mood, extreme weather or public safety so warrant.

Max Media reserves the right to amend the rules to any contest at any time. Max Media's decision is always final. In the event any one of the general contest rules which govern all Max Media contests contradict with any specific contest term, the specific contest term will control.

Max Media shall have no responsibility for contestant's inability or failure to participate, failure to win or claim any prize based on malfunction or difficulties with telephone, cell phone, texting, email, internet access or any other circumstances in any contest beyond Max Media's control. Max Media is not responsible for Internet crashes or slowdowns caused by network congestion, viruses, sabotage, satellite failures, phone line failures, electrical outages, natural disasters or act of man or God, lost, late, misdirected, postage-due, unintelligible, returned, undelivered entries or email, or lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic, or network. Persons who tamper with or abuse any aspect of this contest or website, or act in violation of the official service, as solely determined by the station, will be disqualified. Neither sponsor nor promotion parties are responsible for any incorrect or inaccurate information whether caused by website users, tampering, hacking, or by any of the programming or equipment associated with or used in this contest, and assumes no responsibility for any errors, omissions, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Max Media is not responsible for injury or damage to participant's or any other person's computer or property related to or resulting from participating in this contest. Should any portion of contest be, in Max Media's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the station, corrupt or impair the administration, security, fairness or proper play of this contest, or contest plays, Max Media reserves the right at its sole discretion to suspend, modify or terminate the contest.

### **Additional Rules**

In addition to these Official Rules, this Promotion is also subject to the Max Media, LLC Official Rules for All Contests which are either incorporated herein by reference on the station website.