

THE BOCA RATON BOWL NATIONAL ANTHEM CONTEST OFFICIAL RULES AND REGULATIONS

1. NO PURCHASE IS NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. BY ENTERING THIS CONTEST, YOU AGREE TO THESE OFFICIAL RULES. PLEASE REVIEW THESE RULES AND REGULATIONS CAREFULLY, AS THEY CONSTITUTE A BINDING AGREEMENT (THE “**AGREEMENT**”). THIS AGREEMENT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) AND OTHER PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

2. SPONSORS: This Contest is sponsored by ESPN Productions, Inc. d/b/a ESPN Events (the “**Sponsor**”). Any advertisers associated with the Contest shall be deemed a “Promoter” for purposes of these Official Rules.

3. ELIGIBILITY: “The Boca Raton Bowl National Anthem Contest” (“**Contest**”) is open to all legal residents of Florida, age 13 years or older as of the date of entry (an “**Entrant**”). The following are not eligible for the Contest: (i) employees and agents of Sponsor, Promoter, their respective parent, subsidiary and affiliated companies, and each of their respective advertising/promotion agencies, officers, members, and franchisees; and (ii) the “immediate family members” and/or “household members” of any of the persons set forth in (i) above. “Immediate family members” shall mean parents, step-parents, children, step-children, siblings or spouses. “Household members” shall mean people who share the same residence at least three (3) months a year. Void in all other states, U.S. Territories (e.g., Puerto Rico and Guam) and wherever prohibited by law. Contest is governed by U.S. law and subject to all applicable federal, state and local laws and regulations. By entering the Contest, participants agree to accept and be bound by all terms of these Official Rules and Regulations (“**Official Rules**”). The decisions of the Sponsor regarding all matters relating to the Contest are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. CONTEST DATES: The Contest Period will begin on June 3, 2019, at approximately 12:00 A.M. Eastern Time (“**ET**”) and ends on August 1, 2019, at 11:59 P.M. Eastern Time (“**ET**”) (the “**Contest Period**”). Entry in to the Contest will begin on June 3, 2019, at approximately 12:00 A.M. ET and ends on June 23, 2019, at 11:59 P.M. ET (the “**Entry Period**”). Public voting will begin on July 8, 2019, at 12:00 A.M. and ends on July 21, 2019, at 11:59 P.M. ET (the “**Voting Period**”). The live performances will take place on August 1, 2019, (the “**Live Performances**”). The winner will be announced at the conclusion of the Live Performances.

Note: Sponsor’s computer is the official time keeping device for this Contest.

5. HOW TO ENTER: During the Entry Period, Sponsor will conduct a Contest encouraging entrants to submit a video entry of themselves singing or performing The Star Spangled Banner. The Entrant must first upload the video to YouTube and then fill out the entry form and submit the URL (link) of the video at www.CheribundiBocaRatonBowl.com (each a “**Submission**”).

Submissions generated by script, macro or other automated means will be void. The Sponsor and Promoter are not responsible for misdirected, incomplete, lost, late, illegible, undelivered, inaccurate or delayed entries, or for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems which may limit or affect a person's ability to participate in the Contest, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of Submissions, the announcement of the prize or in any Contest-related materials. In the event of sabotage, acts of God, terrorism or threats thereof,

computer virus or other events or causes beyond the Sponsor's and/or Promoter's control, which corrupt the integrity, administration, security or proper operation of the Contest, Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend the Contest. In the event of cancellation, Sponsor and Promoter reserve the right to award the prize from among all eligible, non-suspect Submissions received prior to the event requiring such cancellation. False or deceptive Submissions or acts will render the participant ineligible. All Submissions become the property of the Sponsor and Promoter and will not be acknowledged or returned.

6. TERMS AND CONDITIONS OF SUBMISSION: THESE TERMS AND CONDITIONS OF SUBMISSION GOVERN ALL SUBMISSIONS IN CONNECTION WITH THE CONTEST. By submitting a Submission, each Entrant expressly accepts and, to be eligible for the Prize, must comply with, the Submission Guidelines and Requirements, which are set forth below. Entrants must read these Official Rules carefully and accept them prior to submitting the URL. Please read them prior to creating a Submission in the Contest. In the event that a Submission does not comply with any of the terms of these Official Rules (including the YouTube Terms of Service and Community Guidelines), as determined by Sponsor in its sole discretion, such Submission will be void. Submissions that appear to duplicate any other submitted entries may be voided in Sponsor's sole discretion and only the first entry submitted (based on time/date) will be included in the Contest.

(a) SUBMISSION GUIDELINES AND REQUIREMENTS

Each Submission:

- ✦ Must be in English;
- ✦ Must contain only the first verse of The Star Spangled Banner;
- ✦ Must not utilize any audio filters or post-recording software (e.g. autotune, echos). Audio must be raw and unedited;
- ✦ Must be uploaded to YouTube and submitted for consideration at www.CheribundiBocaRatonBowl.com. No other form of submission will be accepted;
- ✦ Must be a minimum of 30 seconds, but no more than two (2) minutes in length;
- ✦ Must not contain any material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights (e.g., copyright, etc.);
- ✦ Must have the permission of any person(s), other than Entrants, appearing in the Submission;
- ✦ Must not, in any manner, disparage Sponsor or any other person or party affiliated with the promotion and/or administration, and/or otherwise participating in this Contest;
- ✦ Must not in any way, either visibly or otherwise, contain any brand names or trademarks including those of Sponsor and its affiliated companies (i.e. Disney, ABC, ESPN). This includes, but is not limited to, brand names or logos on products, clothing, etc.;
- ✦ Must not include personally-identifiable information;
- ✦ Must not contain any material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- ✦ Must not contain any material or references to any alcohol or drugs;
- ✦ Must not contain any material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- ✦ Must not contain any material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where Submission is created.
- ✦ Each Entrant represents and warrants that the Submission does not violate any third party's intellectual property rights as referenced above, and, in connection thereto, each Entrant hereby releases, discharges and holds the Sponsor and their respective directors, members, shareholders, officers, employees, agents, successors, and assigns, harmless from any claims resulting from the infringement of a third party's intellectual property rights, privacy rights or right of publicity.

- ✦ Must not violate any law, rule, regulation, the YouTube Terms of Service or Community Guidelines.

NOTE: If any Submission fails to comply with any of these Submission Guidelines and Requirements or any other provisions of these Rules, Sponsor reserves the right to disqualify the Entrants and the Submission will not be eligible to win. Any use of a Submission on-air or on any of ESPN's media platforms during the Contest Period is at ESPN's sole discretion for the promotion of the Contest only and does not give Entrant any advantage in winning the Contest.

- (b) ORIGINALITY. Entrant represents and warrants that (i) the Submission is your original work and you have not copied or used other works or other third party materials in your Submission, including any materials, music, photographs, images or footage owned by third parties; (ii) the Submission will not infringe or violate any rights of any person or entity including, without limitation, any copyright, trademark, patent, privacy or publicity, or contractual rights, or constitute idea misappropriation; and (iii) Entrant has all the rights, permissions and consents necessary to submit the Submission and for use of the Submission by Sponsor or any of their affiliated companies in all means and media. Entrant further represents and warrants that anyone engaged by you to participate in the Submission (x) has no claims for payment of any kind; (y) has no approval or consultation rights or any rights of participation; and (z) was not engaged by you or anyone associated with the Submission under any union or guild agreement that would result in any ongoing obligations resulting from the exploitation of the Submission. Promptly upon request, Entrant will provide Sponsor with signed releases as it may deem necessary in its sole discretion. Entrant further represents and warrants that the Submission does not violate any federal, state or local law or regulation.
- (c) NO PAYMENT FOR SUBMISSION. Entrant understands that he/she will not be paid any money for submitting the Submission or for agreeing to the terms set forth herein.
- (d) RIGHTS GRANTED: By submitting a Submission, each Entrant hereby irrevocably grants Sponsor, its parent, subsidiary and affiliated entities, and each of their respective licensees, distributors, agents, representatives and other authorized users including, without limitation, advertisers/sponsors directly associated with the Contest (collectively, the "**Licensed Entities**"), without the requirement of any permission from or payment to you or to any other person or entity, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable worldwide license to use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorize, comment on, broadcast, stream, edit, alter, modify, adapt, translate, create derivative works based upon and publicly perform such Submission, in whole or in part (including, without limitation, all names, voices and likenesses contained in the Submission), in all means and media (including without limitation Sponsor's use of the Submission on all media properties) now known or hereafter devised, for any and all purposes including, without limitation, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to Entrant or to any third party and with or without attribution. Nothing in this Agreement obligates or may be deemed to obligate any of the Licensed Entities to use the Submission. Entrant acknowledges that the Submission may be edited and/or added to for any reason and in any manner which the Licensed Entities may, in their sole discretion, determine and may, to the extent decided by the Licensed Entities in their sole discretion, have other elements added to the Submission, and that the Licensed Entities may use and modify the Submission or any portion or element of it and combine it with other materials. Entrant further acknowledges that the consideration for entering into this Agreement is, among other things, ESPN's and/or their designees' review of the Submission in connection with the Contest, and the possible publicity and promotion as a result. Entrant is not guaranteed to receive any further consideration of any kind for the Submission and any credit received in connection with any of the Licensed Entities' use of

- the Submission shall be in the applicable Licensed Entity's sole discretion. Entrant acknowledges that the Submission is sent voluntarily, and not in confidence, and that no confidential relationship is intended or created between Sponsor and Entrant or between any of the Licensed Entities and Entrant by virtue of the submission of the Submission. Entrant further acknowledges that Sponsor or the Licensed Entities may develop information internally or receive information from other parties that is similar to the Submission. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that Sponsor and the Licensed Entities have not or will not develop or have developed ideas, concepts, products, systems or techniques that are similar to or compete with any ideas, concepts, products, systems or techniques contemplated by or embodied in the Submission. Entrant further acknowledges that in the event of a breach of this Agreement by Sponsor or any third party including any of the Licensed Entities, the damage, if any, caused to Entrant will not entitle Entrant to seek injunctive relief or other equitable relief, and Entrant will not have the right to enjoin the production, exhibition, distribution or any other exploitation of the Submission by any Licensed Entity.

7. ONLINE VOTING: A panel of judges selected by Sponsor (“**Judges**”) will review the Submissions and judge each Submission on vocal/musical ability and overall performance. From all Submissions received, twenty (20) Submissions will be selected by the Judges to be featured on www.CheribundiBocaRatonBowl.com for online voting. Sponsor reserves the right to select fewer than twenty (20) Submissions if, in its sole discretion, it does not receive a sufficient number of eligible and qualified submissions. At the end of the Voting Period, the eight (8) Entrants receiving the highest number of votes (the “**Finalists**”) will then go on to perform live at a site to be determined by the Boca Raton Bowl in Boca Raton, FL (the “**Performance Site**”). Sponsor reserves the right to select fewer than eight (8) Finalists if, in its sole discretion, it does not receive a sufficient number of eligible and qualified submissions.

8. HOW TO VOTE: During the Voting Period, up to twenty (20) Submissions will be posted online for peer voting. The Voting Period is open to legal residents of the fifty (50) United States and the District of Columbia, who are thirteen (13) years of age or older, at the time of participation. Visit www.CheribundiBocaRatonBowl.com to vote for the submission you believe is the best. Voters may vote one (1) time per person and per email address per day. In addition, you may only vote for any individual Submission once each day. Additional votes received beyond the specified limit or generated by script, macro or other automated means or with the intent to affect the integrity of the voting process will be void. Entrants are prohibited from obtaining votes by fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as defined by Sponsor in its sole discretion. Voters who do not comply with the voting instructions will not have their votes cast or counted.

9. LIVE PERFORMANCES: On August 1, 2019, up to eight (8) Finalists will each perform at the Performance Site. The Finalists are each responsible for providing their own transportation to Performance Site. There will be two rounds of competition at the Live Performances. During the first round, Finalists will perform a song of their own choice (no longer than three (3) minutes in length). The top three (3) Finalists from the first round will then move on to the second round where each Finalist will perform the first verse of The Star Spangled Banner. During each round, Judges will evaluate all performances based on vocal/musical ability, stage presence and overall performance and will be combined with an audience vote. The order of performances will be determined randomly. Finalists MAY NOT utilize live props or dancers during the Live Performances. Finalists may either: (i) accompany themselves; (ii) have accompaniment of live musical instruments or (iii) supply their own background tracks on a single CD. The CD with music and Finalist's name clearly labeled should be submitted at least one hour prior to the start of the Live Performances. Background music must be clear of lead vocal singers; only musical band instruments are acceptable. However, the top three Finalists who will be performing The Star Spangled Banner must do so without any additional accompaniment or background tracks (i.e. a Capella). Songs containing vulgar or explicit sexual lyrics will not be allowed. Finalists who,

during their performance, use any obscene, offensive, sexual or otherwise inappropriate behavior or gestures, including without limitation those referencing or depicting violence, nudity or explicit activity,
or