

92.5 WXTU
“XTU Unplugged - Singer Songwriter Search”
2018 Contest Rules

These contest rules are specific to the above contest conducted by Entercom Philadelphia CBS Radio Stations Inc. d/b/a 92.5 WXTU (“**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 555 E. City Avenue, Bala Cynwyd, PA 19004 during regular business hours and on the Station’s website at www.925xtu.com/unplugged. **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 and How to Win:

1. No purchase necessary to enter or win the “XTU Unplugged – Singer Songwriter Search (the “**Contest**”).
2. For the purposes of this Contest, the term “**Entrant**” means any one (1), group of two (2), or group of three (3) individuals who compose, write, sing, and or perform all of their own original music or who sing and perform cover material of already recorded music, all of whom must be 21 years of age or older as of the date of entry, and reside in Pennsylvania, New Jersey, or Delaware as of the date of entry. Each group must have no more than three (3) individuals.
3. For the purposes of this Contest, the term “Entrant” shall refer to each, or all of, the individuals comprising the eligible “Entrant” (as defined above), jointly and severally.
4. Eligible contestants can enter this Contest from 10:00am (ET) on Wednesday, March 14, 2018 through Sunday, April 8, 2018 at 11:59pm (ET) by submitting the following material through www.925xtu.com/unplugged and clicking on the XTU Unplugged Contest link: (i) submit one (1) photo of all Entrants participating; (ii) one (1) video of Entrants performing one song, up to four (4) minutes in length (only the first four (4) minutes of any video will be judged; however, longer videos will not be disqualified); and (iii) provide the following information: Entrant’s full name, address, daytime phone number (including area code) and e-mail address.
 - a. Station is conducting this Contest using proprietary software owned by a third party known as Second Street Media, Inc. (“Second Street”). The entry/registration process will require you to either log into an existing account, or create a free account with the game administrator, Second Street. 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’s name, address, phone number and e-mail address.
 - b. As part of the entry process, Entrants may be provided with an opportunity to opt-in to receive solicitations from, and/or to become a member/participate in clubs of (i.e., email clubs, text clubs, and rewards programs), the Station; provided, however, agreeing to receive such solicitations and/or accepting such membership is not a condition of entry into this Contest and will not increase your chances of winning.
5. **Video Requirements:**
 - a. A video of the Entrant performing one (1) song, up to four (4) minutes in total length (only the first four (4) minutes of any video will be judged; however, longer videos will not be disqualified) that is sung and or performed by **the Entrant named on the entry form**.
 - b. Performances on video can be either live or studio produced (determination of this criteria will be made in Station’s sole discretion).
 - c. Only one (1) song is permitted per entry submission (entries exceeding one song will be automatically disqualified). Entry forms must be legible and contain all information required. Only one entry per Entrant(s) will be permitted. **No other person besides Entrant(s) can be depicted audibly on video.**
 - d. Both the music and lyrics must be **fully performed by the Entrants**. No sampling or recorded music may be included unless the music was wholly created by the Entrant and musical performances actually performed by only Entrants in this Contest.

- e. **The song may contain copyrighted music, lyrics or other material as an Entrant may perform a cover song by another recording artist.**
- f. **Station reserves the right to disqualify and/or edit, but is not obligated to edit (as Station determines in its sole discretion on a case by case basis), any** song that contains any indecency, profanity, obscenity, explicit sexuality, or lyrics that are harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, libelous, that encourages unlawful behavior, is hateful, or which is racially, ethnically or otherwise offensive or objectionable, as determined by Station in its sole discretion. Station is not required to make the same determination based on the foregoing for every song entered (it may treat different songs differently, in its sole discretion, even if the problematic word(s) are similar).
- g. Group names must not include brand names, trade-marks, trade names, logos or the intellectual property of any third parties.
- h. Video must be submitted via link on Contest page for WXTU to review.

5. Failure to submit all of these items as requested will result in immediate disqualification.

- 6. On or about Monday, April 9, 2018 all eligible entries will be judged by the Station judges. Station judges will judge entries in their sole discretion based on any lawful criteria, including but not limited to singing ability, musical composition and/or overall style (“**Finalist Judging Criteria**”). Judges will select up to five (5) entries to move forward in the Contest, upon confirmation of eligibility and compliance with these Contest rules (each a “**Finalist**” and collectively, the “**Finalists**”). All Finalists will be determined by the panel of judges in their sole and complete discretion and all decisions of the judges shall be final.
 - a. For the purposes of this Contest, “Finalist(s)” may refer to each, any, or all of the individuals comprising the eligible Entrants, jointly and severally, associated with each entry selected by the panel of judges, jointly and severally.
 - b. The Station retains the right to cancel the Contest if less than a minimum of five (5) entries are received.
- 7. Finalists will be contacted on or about Wednesday, April 11, 2018 by 5:00pm (ET). Finalists **MUST** confirm participation with a member of the Station’s promotions staff by Friday, April 13, 2018 by 5:00pm (ET). Failure to confirm will result in disqualification. **Finalists must read, complete and sign the release form included as Attachment A to these rules “as is”, and present the completed and signed form to Station staff/management upon arriving for Final Competition (described below).**
 - a. If one or more Finalists fail to confirm participation by Friday, April 13, 2018 at 5:00pm (ET), Station reserves the right to select alternate Finalists from the pool of entries based on the Finalist Judging Criteria described above.
 - b. However, alternate Finalists must confirm their participation in the Contest no later than Monday, April 16, 2018 at 5:00pm (ET). The station retains the right to cancel the Contest if less than a minimum of five (5) entries are received.

8. Final Competition:

- a. Either on Saturday, April 28, 2018, or at another date to be determined, all Finalists must appear in person at Prospectors, located at 3050 Route 38, Mt. Laurel, NJ 08054 (or at another location that will be communicated to the Finalists at least 24 hours in advance) at 6:00pm (ET) for up to a two (2) hour period and will each participate in the Final Competition. Finalists will be given at least five (5) days to prepare for the finals. On the day of the Final Competition, all Finalists’ will be given the order of performance for Final Competition, which will be determined by the Station, in its sole and absolute discretion. Five (5) Finalists will complete in the Final Competition on same day.
- b. On Final Competition day, the Finalists must appear in person at a time to be determined for sound checks and the Final Competition.
- c. Finalists will complete live on stage for Station Judges and an audience on the date listed above at 6:00pm (ET). The Final Competition will take place at Prospectors located at 3050 Route 38, Mt. Laurel, NJ 08054.

- d. Each Finalist will receive the opportunity to perform up to a twenty-five (25) minute performance at the Final Competition. Finalists will be afforded a sound checks time earlier that day at the venue. Finalists will be expected to go on stage and perform at the time they are called upon.
- e. Upon the conclusion of each Finalist's performance at the Final Competition, a panel of Station judges will decide which remaining Finalist is the grand prize winner (upon confirmation and verification of eligibility and compliance with these Contest rules), based on any lawful criteria they determine in their sole discretion, including but not limited to audience response and overall performance during the Final Competition (the "Grand Prize Winner").

9. Rules applicable to all Final Competition:

- a. Any failure to attend, timely arrive, or failure to stay for the duration of the Final Competition may result in automatic disqualification of that Finalist.
- b. Each Finalist will be expected to arrive at the venue earlier in the day at a time to be determined for a sound check.
- c. All Finalists' equipment will need to be broken down at the end of the event.
- d. Each Finalist will have a maximum of twenty-five (25) minutes perform and receive judging.
- e. Station is not responsible for any error or technical malfunctions associated with the performance of the Finalist albeit it sound, production, equipment, instruments, weather, etc. that may affect any entrant's ability to enter,
- f. Songs performed at the Final Competition must not contain any indecency, profanity, obscenity, explicit sexuality, or lyrics that are harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, libelous, that encourages unlawful behavior, is hateful, or which is racially, ethnically or otherwise offensive or objectionable, as determined by Station in its sole discretion and may be disqualified by Station on a case-by-case basis. **KEEP IT CLEAN.**
- g. Songs performed at Final Competition must not include brand names, trademarks, trade names, logos or the intellectual property of any third parties, unless otherwise instructed by Station.
- h. These rules will govern the Final Competition. Station Management shall be the sole arbiters in all matters relating to the interpretation of the rules associated with the Final Competition and their decision shall be final as to all matters.
- i. Failure to adhere to any of the above-rules or any specific rules announced at the time of the Final Competition may result in disqualification.
- j. Final Competition performances must be performed only by the Finalists (i.e., no other person other than the Entrant selected as a Finalist provides vocals or other persons other than the Entrant selected as a Finalist accompanying another such selected Entrant on an instrument), unless otherwise permitted as announced by the Station.

Prize:

- 10. The one (1) verified Grand Prize Winner (if any) will receive the one (1) Grand Prize in this Contest, consisting of the following:
 - a. Opportunity for Grand Prize Winner to perform at the XTU Anniversary Show on Sunday, May 20, 2018 at the BB & T Pavilion. The performance will take place at the Liquid Lounge stage located in the Walt Whitman Plaza of the BB & T Pavilion. Time and length of performance yet to be determined. **Such performance is based on availability and will not be guaranteed. Date and time slot are subject to change in Station's sole discretion. This performance is not a paid performance.**
 - b. The one (1) verified Grand Prize Winner (if any) will be considered for other Station performance opportunities for the remainder of 2018 to perform either as the primary act or as an opener act. Possible dates to include but not limited to June 9 and or June 16 with other dates yet to be determined. Opportunities are within the discretion of the Station and Station is under no obligation to guarantee any number or opportunities. Performances are not paid.

Sponsor(s):

11. The sponsors of this Contest are: Entercom Philadelphia CBS Radio Stations d/b/a WXTU

Other Rules Specific to this Contest:

12. **Entry in this Contest is gratis and not in exchange for any airplay, add, increased airplay or rotations for the Grand Prize Winner. IN NO EVENT DOES PARTICIPATION IN THIS CONTEST MEAN THAT ANY ENTRANT IS ENTITLED TO ANY AIRPLAY OF THEIR ENTRY SUBMISSION, OTHER THAN AS EXPRESSLY SET FORTH IN THESE CONTEST RULES.**
13. WHETHER OR NOT SELECTED AS A FINALIST OR GRAND PRIZE WINNER, ALL ENTRIES AND FINALIST PERFORMANCES AT THE FINAL COMPETITION BE USED BY STATION IN ANY MEDIUM IT DEEMS DESIRABLE NOW OR IN THE FUTURE WITHOUT ANY COMPENSATION TO THE ENTRANT OR FINALIST (AS APPLICABLE), OR ANY OF THE PERSONS WHO PROVIDE MATERIALS FOR THE SUBMISSION. The original musical works contained in entries or in Finalists' performances shall remain property of each Entrant or Finalist, but by entering in this Contest, each Entrant grants Station his or her consent to use any entry (including but not limited to the musical performance submitted with an entry) or any Finalist performance at a Challenge, or any part thereof, 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 Finalist (as applicable) or any third parties. The aforementioned stipulations apply to all winning and non-winning Entrants and every Finalist's performance at the Final Competition.
14. Station is not responsible for any costs associated with submitting any entry or any costs arising out of participating in the Contest or failure to adhere to Official Contest Rules.
15. By entering this Contest, Entrants acknowledge and agree that Station reserves the right to post some or all of the entries or some or all of the performances at the Final Competition on the Station's website or play some or all of the songs on any of its radio stations.
16. By entering this Contest, Entrants understand and agree that Station may elect to use any submitted entry for entertainment purposes on-air and may choose to "make fun" of any submitted entry. Entrants waive any right to make any claim against Station, or any Contest sponsors with respect to any disparaging comment made on-air about such Entrant's entry.
17. Second Street is not a sponsor of this Contest but entrants may be required, as part of the entry process, to agree and consent to Second Street's Terms of Service and Privacy Policy (both of which are available via a link during the Contest entry process) (collectively, the "Second Street Policies") and may be required to register with Second Street. While agreement to the Second Street Policies is required in order to enter this Contest, the Second Street Policies are not a part of these Contest rules but are a separate agreement between the Entrant and Second Street. With respect to the conduct of this Contest by Station, in the event of any conflict between the Second Street Policies and the Station Contest rules, the Station's Contest rules govern.
18. Station is not responsible for any error or technical malfunctions associated with the Second Street 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 Second Street 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.

19. Employees of Entercom Radio, CBS Radio, WXTU, Sponsor, Venue Location, Second Street 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

**“XTU UNPLUGGED”
OFFICIAL FORM ENTRY**

This Entry Form must be signed below by each of the individuals comprising an Entrant(s) (as defined in the rules, an Entrant is comprised of one (1), two (2) or three (3) individuals, each and collectively an Entrant, that compose, write, sing and perform all of their own original music, each of whom must be 21 years of age or older as of the date of entry, and each of which resides in the state of Pennsylvania, New Jersey, or Delaware on the date of entry). All references below to “you” refer to each and every person who signs the form below.

1. **Name of Entrant:** _____ (Note: name cannot include third party owned trademarks)

2. **Name of Song:** _____

3. **Name, Signature, Address and Age of Each Entrant:**

A. Legal Name: _____ Age: _____

Signature: _____

Address: _____

Email address: _____

Phone number: _____

Check all that apply: Performer Songwriter

B. Legal Name: _____ Age: _____

Signature: _____

Address: _____

Email address: _____

Phone number: _____

Check all that apply: Performer Songwriter

C. Legal Name: _____ Age: _____

Signature: _____

Address: _____

Email address: _____

Phone number: _____

Check all that apply: Performer Songwriter

4. Which ONE of the above Entrants is the “Leader”: _____

The Leader will be the only person who will be contacted if your group is selected as a Finalist in this Contest.

5. By signing above:

- a. Entrant(s) represents and warrants that he/she is over twenty-one (21) years of age.
- b. 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.
- c. 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 6 months after this Contest ends and to provide it to Station, upon Station's request, at any time prior to 6 months after this Contest ends whether or not the entrant is a winner in this Contest.
- d. ENTRANT(S) REPRESENTS TO STATION THAT THE USE AND DISTRIBUTION OF SUCH SONG BY STATION WILL NOT VIOLATE OR INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS OF OTHERS.
- e. Entrant(s) represents and warrants that they own the rights to, or have obtained permission to use, the song 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.
- f. 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.
- g. 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.
- h. 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 (which are as set forth in Section 2 above). 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.
- i. Entrant acknowledges and agrees that the Contest rules are available to him/her at www.925xtu.com/unplugged, has had an opportunity to review them before entering this Contest and agrees to be legally bound by those Contest rules.