

## **OFFICIAL CONTEST RULES**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### **1. NO PURCHASE NECESSARY TO ENTER OR WIN**

The Contest is a video submission contest offering the opportunity for artists to compete for an opportunity for a One Thousand (\$1,000.00) Dollar prize and a chance at having their video used and distributed as the official video for the new John Driskell Hopkins single "Missing You All, All the Time" (the "Song"). By participating in this Contest, each participant agrees to be bound by these Official Rules and to the decisions of the judges which are final and binding on all matters relating to the Contest.

### **2. ELIGIBILITY**

"Missing You All, All the Time" Video Contest (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of John Driskell Hopkins and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

### **3. CONTEST SPONSORSHIP**

The Contest is Sponsored by John Driskell Hopkins at <https://johndriskellhopkins.com/>. Though this Contest utilizes YouTube as a means to view entries, this Contest is in no way sponsored, endorsed or administered by, or associated with YouTube. Any questions, comments or complaints regarding this Contest should be directed to Sponsors and not to YouTube.

### **4. AGREEMENT TO OFFICIAL RULES**

Participation in the Contest constitutes an Entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein. An Entrant can be an individual or a group and mention of an Entrant in these Official Rules encompasses all group members included in an Entry.

By submitting an entry in this Contest, each Entrant represents and warrants that there are no limits on the rights of the Entrant to enter this Contest, nor will any Entrant enter into any agreement or assume any obligation that limits the right or ability of that Entrant

to participate in the Contest, perform, or grant to Sponsors the specified rights as contemplated by the Grant of Rights section herein.

Each Entrant must be the rightful owner of the e-mail address registered with the YouTube account used to log in and upload the Video as instructed in the section below. In the event of a discrepancy between the identity of the rightful owner of the email address, the Grand Prize Winner, and the Entrant, Sponsor reserves the right, in their sole discretion, to determine whether the entry is valid. If the Sponsor declares the entry invalid, the Sponsor may choose to select an alternate winner or no winner at all.

## **5. HOW TO ENTER**

An Entrant must submit an original short video (the “Video”) for the song “Missing You All, All the Time” (the “Song”) which is available for contest use only at <https://johndriskellhopkins.com/>. The Video must be “original,” as defined by copyright law, and the Entrant must own and control all rights in the Video. The Video must be unique, meaning it must have been created for the sole purpose of entering this Contest and not have been previously published or posted online or entered into any other contest or competition (whether sponsored by Sponsors or any third party). Videos must comply with the following requirements:

- be submitted with the appropriate submission form discussed more in the section below;
- be original and created by the Entrant specifically for this Contest;
- be no longer than the length of the Song;
- be uploaded to YouTube in any format acceptable to YouTube;
- comply with YouTube terms of service and specifications for user submissions and/or video uploads, located at <http://www.youtube.com/t/terms>, or as may otherwise be posted on YouTube’s website.
- cannot contain material that violates or infringes another’s rights or that constitutes copyright or trademark infringement;
- have expressed authorization of the Entrant to contain and display the image, likeness, or voice of any third party in any Entry in accordance with these Official Rules.

To enter, an Entrant must upload an embeddable, publicly viewable Video to YouTube on or after 12:00 p.m. (noon) EST on July 28, 2020. Each Entrant will be required to sign-in to YouTube to post a Video; if an Entrant does not already have a YouTube account, Entrant will be required to create one. After uploading a Video, an Entrant must complete the submission form available at <https://johndriskellhopkins.com/>. (the “Submission Form”).

### **On the Submission Form, each Entrant must provide:**

- his or her name (or the name of all members of an Entrant, if a group);

- the name of the Entrant's group, if applicable;
- a link to the Video hosted on YouTube;
- an e-mail address and zip code for the Entrant;
- the name, e-mail address, and contact information for the individual who recorded the Video;
- a certification that the Entrant meets the eligibility requirements stated above and agree to the terms of these Official Rules;
- a certification that the videographer or owner of the rights of the Video has granted Sponsors an unlimited and irrevocable right and license to use the Video on a gratis, royalty-free basis in any media and in any manner, for any purpose, including the right to mix the Video with other videos or elements, or to make derivative works.

## **6. SUBMISSION FORMS REQUIRED**

All Submission Forms must be received during the Submission Period. Sponsors' clock is the official timekeeping device for the Contest. Sponsors are not responsible for late or unsuccessful attempts to enter. An Entrant should be able to provide, within three (3) days of request by Sponsors or any judges selected by Sponsors, all appropriate clearances, permissions, and releases for the Video to be made publicly available and used by Sponsors in any media and for any purpose, including signed releases from the Entrant, the videographer, and any third parties appearing in the Video. Incomplete, corrupted, untimely, or unintelligible Videos or Submission Forms will be disqualified.

If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, such Entrant's sole remedy is another entry in the Contest to the extent the submission of an additional entry is deemed feasible by Sponsors in their sole discretion. Sponsors reserve the right to determine, in their sole discretion, which entries have satisfied the entry requirements. An Entrant may only submit one entry. An eligible Entrant must submit an entry in accordance with these official rules. No other methods of entry will be accepted.

By entering, each Entrant represents and warrants that such Entrant's entry (and Sponsors' and their designees' use thereof) does not and will not defame or otherwise violate the rights of any third party, and does not and will not violate any federal, state, or local laws or ordinances. Each Entrant further represents and warrants that such Entrant has secured the requisite consent from any third party referenced or appearing in such Entrant's Video, any other musicians appearing in the Video, and any individual who created the Video. Sponsors reserve the right, in their sole discretion, to disqualify any entry if Sponsors or the Contest judges cannot establish that such entry complies with the Video requirements and other terms of these Official Rules. Sponsors further reserve the right to request that an Entrant re-shoot, edit, or re-submit a Video that Sponsors believe may violate third-party rights, although Sponsors have no obligation to make such a request or to notify any Entrant of any potential or suspect infringements or violations of third-party rights. Sponsors further reserve the right, in their sole discretion,

to disqualify any Video they believe is not consistent with the spirit and theme of the Contest.

By completing the Submission Form, each Entrant agrees to be bound by Sponsor's terms of use privacy policy available at <https://johndriskellhopkins.com/>. Each Entrant must comply with all Video requirements, as detailed herein. An Entry is not complete until an Entrant has uploaded the Video to YouTube and submitted the Submission Form with the information described above.

An Entrant must completely and accurately submit all required information to enter, and must timely cooperate with all requests for additional information or documents that the Contest judges or Sponsors may request in order to verify eligibility and compliance with these Official Rules.

## **7. CONTEST PERIOD**

Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted online for the duration of the Contest.

- The Contest submission period begins at 12:00 p.m. (noon) EST on July 28, 2020, and ends at 11:59 p.m. EST on September 4, 2020 (the "Submission Period").
- To be eligible, submissions must be submitted during the Submission Period and in accordance with these Official Rules.
- The Contest judging period begins on September 5, 2020, and ends on or about September 13, 2020 (the "Judging Period") when the official video for "Missing You All, All the Time" is released. Eligible submissions will be reviewed by up to two (2) panels of judges selected in the sole discretion of the Sponsor and will be judged in accordance with these Official Rules. One (1) Grand Prize Winner (as described in a separate section below) may be selected.
- If a Grand Prize winner is selected, Contest Sponsor will attempt to contact the Grand Prize Winner, or an alternate if necessary, in accordance with these Official Rules.
- The Grand Prize Winner, if selected, will be publicly announced on or about September 18, 2020.

## **8. HOW TO ENTER**

Online: This method of entry will be available by visiting our website <https://johndriskellhopkins.com/> and following the directions provided to fill out the entry information, and submit.

The Video must be unique, meaning it must have been created for the sole purpose of entering this Contest and not have been previously published or posted online or entered into any other contest or competition (whether sponsored by Sponsors or any third party). All entries become the property of Sponsor and will not be acknowledged or returned.

## **9. CONTEST OF SKILL**

On or about September 13, 2020, the Sponsor will select potential winning videos based upon the following criteria from among all eligible entries received:

- 30% – Visual Quality and Appeal
- 30% – Originality
- 40% – Representation of the Song

The Sponsor will attempt to notify the potential winner via telephone or email on or about September 13, 2020. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner from the remaining non-winning, eligible entries. The Sponsor reserves the right to not select any entries and leave the prize unawarded.

The approximate retail value of the Grand Prize per entry is One Thousand Dollars (\$1,000) in total. If there are co-creators for one entry, those co-creators will split the One Thousand Dollars. In no event will more than one (1) Grand Prize or One Thousand Dollars (\$1,000) be awarded.

## **10. GRANT OF RIGHTS**

In consideration of an Entrant's Video being reviewed and evaluated for this Contest, each Entrant hereby grants to Sponsors a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete, or display such Video, or any portion thereof, or the musical composition contained therein, in any media now known or hereafter devised and for any purpose, including advertising or promotions, and to use the name, likeness, voice, biographical information, and image of Entrant and any other persons who appear in such Entrant's Video in any media now known or hereafter devised and for any purpose, including advertising or promotion of Sponsors or any other person or entity at Sponsors' discretion.

By entering the Contest, each Entrant warrants that the videographer who recorded that Entrant's Video has granted to the Entrant a transferable license to the Video, and that the Entrant transfers to Sponsors the right to use the Video, or any portion thereof, including the right to make derivative works or to mix the Video with other videos or elements, in any media for any purpose. Entrant expressly waives any moral rights in the Video. Each Entrant also grants to Sponsors a non-exclusive, perpetual, sub-licensable,

worldwide, and royalty-free right to use the musical composition performed in the Video for any purpose, whether with the Video or separate, and grants to Sponsors any synchronization, mechanical, or public performance rights necessary to use the music or Video in any media (including platforms that may not have PRO licenses) and for any purpose. Each Entrant authorizes Sponsors and any entities affiliated or in privity with Sponsors to utilize, for eternity and in any manner they see fit, the Video, and to make derivative works from such materials.

Each Entrant releases Sponsors, and their assignees and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each Entrant agrees and acknowledges that participation in the Contest, including, without limitation, the Entrant's decision to provide the Entrant's Video to Sponsors for purposes of the Contest, will not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between Sponsors and Entrant, does not place Sponsors in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's Video, and that the only contracts, express or implied, between Sponsors and Entrant are as set forth in these Official Rules and the release forms. The Grand Prize Winner may be required to complete and execute additional documents and have third parties execute Sponsors' documents in connection with the rights granted to Sponsors as a condition of prize acceptance. In addition, by participating in the Contest and submitting a Video, each Entrant hereby grants permission (except where prohibited by law) for Sponsors to use Entrant's Video, name, likeness, voice, quotes, comments, biographical information, photograph and/or image, for all members of the Entrant, for the purpose of advertising, trade, or promotion without further notice, permission, compensation, or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

## **11. USE OF SONG**

Song will be used only for contest purposes and shall not be shared or uploaded for use outside of this contest through, including, but not limited to, email, social media, or other media or platform by anyone other than Sponsor. Violation of this section could result in immediate disqualification from contest and considered an infringement.

## **12. WINNER NOTIFICATION**

The potential winners will be notified by email or phone. The potential Grand Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of

his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winners behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor may choose to award the applicable prize to an alternate winner among the remaining eligible entries. If an award is not given to an alternate entry, the prize will remain un-awarded. Prizes will be fulfilled approximately 4 weeks after the conclusion of the Contest.

### **13. PRIZES**

If an entry is selected, one (1) Grand Prize of \$1,000 and the chance to have the entry used as the official video for John Driskell Hopkins' new single, "Missing You All, All the Time" will be awarded. Honorable mentions will also be showcased on the official website for John Driskell Hopkins. Grand Prize Winner is responsible for paying taxes on the cash prize received from the Contest.

### **14. GENERAL CONDITIONS**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by the Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

### **15. RELEASE AND LIMITATIONS OF LIABILITY**

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of its respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of its respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the

Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **16. DISPUTES**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Georgia. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Georgia, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Georgia.

## **17. PRIVACY AND TERMS OF USE**

Information collected from entrants is subject to Sponsor's privacy policy and terms of use policy.