

***The Inaugural STL Ocarina Design Competition
At the St. Louis School of Music LLC***

APPLICATION FORM AND COMPETITION DETAILS

The 2009 STL Ocarina Design Competition is open to all individuals who have purchased an ocarina from STL Ocarina at the time of application. (Subject to the limitations of the Rules, Terms and Conditions attached hereto).

Please fill in and submit pages 1-2 of this document, along with the additional application items described on page 3.

Surname _____ First Name _____

Birth Date _____

Citizenship _____

Current Address _____

Permanent Address _____

Email Address _____

Phone Number _____

Cell Phone _____

Type of ocarina designed
(and number of holes) _____

Format of submission _____ Drawings
_____ Photos
_____ Pottery
_____ Other (please specify)

Terms and Conditions of the Application

1. All application materials should be sent as a single package, and must be received by

_____.

STL Ocarina Design Competition
STL Ocarina
P. O. Box 28384
St. Louis, MO 63146

2. All application materials (including contest submissions) become the property of STL Ocarina and will not be returned.
3. STL Ocarina and the St. Louis School of Music LLC retain ownership of all submissions by applicants. These submissions may be used by STL Ocarina at its discretion for promotional purposes and may be posted on its web site.

Your signature on this application binds you to abide by all Terms and Conditions of the Application (above) and of the Competition (see page4-6 below).

Applicant's signature

Date

Application materials

Please fill in and submit pages 1-2 above, along with your ocarina design.

PRIZE

One cash prize will be awarded of \$600 United States Dollars (USD).

ANNOUNCEMENT OF WINNER

The Competition Judges will announce the Prize Winner no later than Saturday, May 8, 2010.

Further Information

Should you have any questions about the competition or the application procedure or materials, please feel free to contact competition@stlschoolofmusic.com

STL Ocarina Design Competition General Rules, Terms and Conditions

October 2009

These standard contest rules apply to the 2009 STL Ocarina Design Competition. They may be amended or varied from time to time by the Promoter as identified herein.

1. The Promoter:

This competition is presented by St. Louis School of Music LLC d/b/a STL Ocarina.

2. Who May Enter:

The competition is open to all individuals who have purchased an ocarina from the Promoter.

3. Who May Not Enter:

- (i) Employees of, or contractors to, the Promoter,
- (ii) The spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), of such employees and contractors (whether or not they live in the same household), and
- (iii) Potential entrants who have used or attempted to use any more than one name in order to qualify to win any contest run by the Promoter except in the case of a legal change of name.
- (iv) Any individual who has made an ocarina in the past.

4. Prize:

Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner. Prizes are non-transferable. The Promoter and its employees and agents will be fully released from and indemnified by winner in respect of any claim for accident, injury, property damage or loss of life in connection with or as a result of a winner's acceptance of a prize. If a winner is under the age of 18, their parent/guardian will need to sign the indemnity and consent to winner's participation in prize.

If you are the winner:

- You may not transfer your prize to someone else. If you do not wish to or cannot accept the prize, it will be forfeited and Promoter may, at its discretion, award it to a runner-up;
- You (and, if you are an eligible minor, your parent or legal guardian) are responsible for all federal, state, and local taxes (including income and

withholding taxes) as well as any other costs and expenses associated with accepting the prize; and

- You understand that all prize details shall be determined solely by Promoter.

Prize Awarding:

The winner will be notified by mail, and if no mail address is given, by any other contact details provided by the winner. Upon request by the Promoter a copy of the general contest rules and/or a signed receipt and acknowledgement must be signed and endorsed by the winner to indicate his/her understanding and acceptance of these terms. The prize will only be awarded following winner validation and verification. The judges' decision is final and no correspondence will be entered into.

5. Publicity:

Acceptance of the prize constitutes permission for the Promoter to use winner's name, residence, and winner's submission for advertising and promotional purposes without compensation, unless otherwise prohibited by law.

6. Exclusion of Liability:

The Promoter takes no responsibility for the loss of the prize due to incorrect or imprecise contact details provided by an entrant. A winner (or his or her parent/guardian as appropriate) may be required to sign and return any document(s) provided by the Promoter and/or its contractors as a condition of the prize being awarded. Failure to return the signed document(s) will result in the entitlement to the prize being forfeited and a selection of another winner.

7. Ownership of Entries:

Ownership (including intellectual property rights) in all entries (whether in drawings, photographs, pottery or any other form, or a combination of those) are assigned to the Promoter upon submission and remain the property of the Promoter.

8. Disqualification:

The Promoter is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic. The Promoter assumes no responsibility for any error, defect, delay, theft or unauthorized access to or alteration of entries. Subject to any written directions given under the applicable law, if for any reasons, the competition is not capable of operating as planned, including infection by computer viruses, tampering, unauthorized intervention, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, or proper conduct of the competition, then the Promoter reserves the right, as it sole discretion, to cancel, terminate, modify or suspend this competition. The Promoter reserves the right, in its sole discretion, to disqualify any individual for:

- (a) Tampering with the entry process, including exceeding any limitation on the number of entries, or any other process as determined by the Promoter that in any way affects the fairness of the promotion;
- (b) Tampering with the operation of the competition or web site;
- (c) Acting in violation of these terms and conditions;
- (d) Acting in an unsportsmanlike or disruptive manner, or

If any entrant selected as winner is found to be in breach of these conditions of entry, a new winner may be selected and, in the event that the entrant in breach has been awarded a prize, the entrant may be required to return the prize or reimburse the value of the prize to the Promoter.

9. Participation:

Participation in the competition constitutes the entrant's unconditional agreement to and acceptance of these General Competition Entry Rules. These rules may change from time to time. The Entrant is responsible for insuring his or her familiarity with the General Competition Entry Rules at the time of participation. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of the General Competition Entry Rules generally. Where the Promoter has special contest conditions or rules in relation to particular contest, then they will prevail to the extent of any inconsistency between those special conditions and these General Competition Entry Rules.