

## **STL Ocarina General Competition Rules, Terms and Conditions**

October 2009

These standard contest rules apply to the 2009 STL Ocarina 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 and who use said ocarina to submit in the competition.

### **3. Who May Not Enter:**

- (i) Employees of, or contractors to, the Promoter of any of its agencies involved with this competition,
- (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) Previous Prize Winners of STL Ocarina International Star Search Competition.

### **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.

## **5. Prize Awarding:**

Winners 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 any winner to indicate his/her understanding and acceptance of these terms. Prizes will only be awarded following winner validation and verification. The judges' decision is final and no correspondence will be entered into.

## **6. Publicity:**

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

## **7. Exclusion of Liability:**

The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise contact details provided by an entrant. The Promoter makes no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as prizes. To the extent permitted by law, the Promoter is not liable for any loss suffered or sustained to personal property and including, but not limited to consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the prize winner(s) and, where applicable, to any persons accompanying the winners.

A winner (or his or her parent/guardian as appropriate) may be required to sign and return any liability release provided by the Promoter and/or its contractors as a condition of the prize being awarded. Failure to return the signed releases and indemnities will result in the entitlement to the prize being forfeited and a selection of another winner.

## **8. Ownership of Entries:**

Ownership (including intellectual property rights) in all entries (whether in written, audio or visual form, or a combination of those) are assigned to the Promoter upon submission and remain the property of the Promoter.

## **9. 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 paragraphs 3, 4 or 5 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.

## **10. 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.