



## The Q104 HOMEGROWN PROJECT 2017

### ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES.

The Q104 Homegrown Project (also known in this document as “contest”) is part of our commitment to Canadian talent development. We will provide an opportunity to showcase new artists that reflect Q104’s rock format in the Halifax Region.

Here’s how you get in on it:

### CONTEST RULES

**1.1 ELIGIBILITY.** To be eligible for this Contest, individual entrants (hereafter designated as individuals, solo artists, band members or the like) must:

- (i) Be a Canadian Citizen or legal resident in Canada and a resident of Nova Scotia, and
- (ii) Be nineteen (19) years of age or older as of April 15<sup>th</sup>, 2017. and
- (iii) must be an independent artist defined as follows: Not have an album, song or musical work, currently or previously, directly or indirectly distributed through the regular channels of a distributor whose stature is similar to those recognized by the Foundation to Assist Canadian Talent On Records (FACTOR) with the exception of section 9.3 subsection d. The sound recording is being released by the Artist independently, but is being sold through (for example) iTunes, CD Baby, Bandcamp and local record stores.

Individuals and band members entering the semi-final or final round may be required to participate in an interview process to fully disclose any and all conditions, situations and/or contracts or which may impede or effect their musical career, and may be required to sign performance, development, recording, management and/or publishing contract(s).

Employees, representatives, agents, immediate family members of employees, representatives, agents and persons living with employees, representatives, agents or immediate family members of employees, representatives or agents of Newcap Radio Inc. and CFRQ 104.3 FM - Q104 (collectively, "Sponsors") and the Sponsor's respective parents, affiliates, subsidiaries, advertising or promotional agencies, any sponsor and any entity involved in the production, implementation, administration or fulfillment of the Contest, or Judges of the Contest (and persons domiciled with Judges) ("Administrators"); or a member of the immediate family or household of any of the above are not eligible to participate in the Contest. In these Rules, "immediate family" means husband or wife, spouse, mother, father, brothers, sisters, sons and daughters. This Contest is void where prohibited by law. CFRQ 104.3 FM - Q104 reserves the right at any time to require proof of identity and/or eligibility to participate in the Contest.

## 2. HOW TO ENTER.

a) Submit in person between the hours of 9AM-5PM on weekdays at 3770 Kempt Road (excluding statutory holidays) or via mail to Q104 Homegrown Project 2016, 3770 Kempt Road, Halifax, NS. B3K-4X8 an official Entry Form along with a CD or USB memory drive copy of three songs no more than six minutes in length each, a one page bio and a photo. By entering your song, you have granted Q104 the right to play or post your song, picture and bio on our website, social media pages or on-air.

Contest opens April 21, 2017 at 9am and closes June 14, 2017 at 5pm.

b) The Judging Criteria may include, but is not limited to: marketability of sound/look for the music industry, vocal range, stage presence, ability to be coached and commercial viability.

c) Use of any profane and/or foul language, swearing, or any language alluding to race, overt violence and/or indecency that would result in a song to be unsuitable for commercial airplay, will result in automatic disqualifications.

d) Limit of one (1) Entry per individual or band member performer. If you submit an Entry as a solo artist, you may not also submit an Entry as part of a band. Multiple Entries by the same person or band or member thereof shall result in disqualification. Entrants cannot change entry category once their Entry has been submitted. Illegible, incomplete, or late Entries will be disqualified. No Entries will be accepted by any other means.

3. **PRELIMINARY SELECTION.** The first 6 competing entrants will be chosen by May 12, 2017. The second 6 competing entrants will be chosen by May 19, 2017 and the final 6 competing entrants will be chosen by June 6, 2017. All pre-selected bands/artists will be scheduled for an in-studio interview and have their music played on Q104's Route 104.

4. **SEMIFINAL WINNERS SELECTION.** Three preliminary entrants will be determined as semifinalists and will be asked to perform at a live, free to public event. June 30, 2017 where 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place winners will be determined by a panel of independent industry experts.

## 5. GRAND PRIZE PACKAGES.

The Grand Prize winner will be offered a \$15,000 value, equipment/recording/development package/deal, determined by Q104, to be used in developing their career. Second place winner will be awarded a \$3,000 equipment package and the third place winner will be awarded a \$2,000 equipment package.

a) **NOTE:** If any winning participant chooses not to claim a Prize as awarded and/or cooperate with producers and project consultants to finish recording, location shoots and other duties, then they will forfeit the Grand Prize. Q104 reserves the right to select another Winner from the finalists.

b) **NOTE:** The Prizes must be accepted as awarded and may not be traded for other services with any other non-participating producers and or partners. The Prizes cannot be transferred, substituted or redeemed for cash. Sponsors reserve the right, in their sole discretion; to substitute any and all of the Grand Prizes for prizes of equal or greater value should all or part of a prize become unavailable for any reason.

6. **PERFORMANCE.** Participants must be legally available and be free to perform live at a time to be determined by Q104. If a band is unable to perform on the dates chosen by Q104, they may forfeit their right to continue in the contest.

**7. INDEMNIFICATION BY PARTICIPANTS.** By entering the Contest, Entrant: (a) releases and holds harmless Sponsors and Administrators and their respective directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors and agents from any and all liability for any injuries, loss or damage of any kind to persons, including death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in this Contest, or participating in any prize-related activity; and (b) agrees to fully indemnify Sponsors and Administrators and their respective directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors and agents from any and all claims by any party without limitation.

**8. CONDUCT:** By entering this Contest, Entrants agree to be bound by these Contest Rules, which will be posted on the Q104 website [www.q104.ca](http://www.q104.ca) during the Contest. Entrants further agree to be bound by the decisions of the judges, which shall be final and binding in all respects. Sponsors reserve the right, in their sole discretion, to disqualify any Entrant it finds to be: (a) tampering or attempting to tamper with the entry process or the operation of the web site; (b) violating the Contest Rules; (c) violating the terms of service, conditions or use and/or general rules or guidelines of any Newcap Radio property or service, or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

*9. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, Q104 RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.*

**10. LIMITATION OF LIABILITY:** Sponsors and Administrators assume no responsibility or liability for lost, late, misdirected or incomplete Entries, notifications, responses, replies, or any agreement and release documents or for any computer, online, telephone, hardware, software or technical malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of notification of Finalists or Winners). Sponsors and Administrators are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of Entries in the Contest. Sponsors and Administrators assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. Sponsors and Administrators are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. Sponsors and Administrators are not responsible for any injury or damage to Entrants or to any computer related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsors and Administrators which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Newcap Radio, Q104, and the Sponsors reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest.

**11. ONLINE ACCOUNT HOLDER INFORMATION:** "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Selected Entrants may be requested to provide Sponsors with proof that they are the authorized account holder of an e-mail address associated with their Entry.

12. **PRIVACY.** By entering the contest, Entrant agrees to (a) Sponsors' use of Entrant's personal information for the purposes of administering this Contest and, unless otherwise specified, for market and consumer research purposes; (b) disclosure of the entrant's personal information on the Entry form to third parties within the Newcap Radio Network; and (c) Sponsors' use of entrant's personal information to the extent that Sponsors collect, use and disclose to third parties your personal information, they will do so only for the purpose of administering the Contest and awarding prizes; and (d) allow Q104 to communicate with you regarding any other Q104 sponsored contest/event which in the opinion of Q104 would be of interest to you.

13. **LAWS.** These are the official Contest Rules. This Contest is subject to all federal, provincial and municipal laws and regulations. These Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors.

14. **TERMINATION:** Sponsors reserve the right to amend or terminate all or any portion of this Contest at any time for any reason without prior notice.

15. **RIGHTS:** Q104's parent company, Newcap Radio Inc. owns all intellectual property rights in the Q104 trademark and related marks. All rights are reserved.

**THIS DOCUMENT DATED April 17, 2017 CAUSES ALL PREVIOUS VERSIONS OF THIS DOCUMENT TO BE NULL AND VOID.**