



OFFICIAL CONTEST RULES

These Official Contest Rules supersede all other published editions. Promoter reserves the right to change, alter, or amend these Official Contest Rules as necessary, in its sole discretion, to ensure the fair administration of the *Not Your Average Folk Contest* (the “Contest”) or to comply with applicable law.

No purchase necessary. Void where prohibited or restricted by law. The Contest is governed by all applicable federal, state, and local laws and regulations.

If you have any questions about the Contest or these Official Contest Rules, you may e-mail contest@ncfolkfestival.com.

1. Eligibility. The Contest is offered by the North Carolina Folk Festival (the “Promoter”) as part of its 2021 season of the North Carolina Folk Festival (the “2021 Season”) to unrepresented North Carolina soloist or group musicians (each a “Contestant”).

a. Soloist applicants, defined as an individual performer, (i) must be a North Carolina resident at the time of application and for the duration of the 2021 Season and (ii) must be 18 years of age or older (a “Soloist Contestant”). Proof of residence is required.

b. Group applicants, defined as more than one individual performer, (i) must be comprised of individuals 18 years of age or older, (ii) with half of such members being residents of North Carolina, and (iii) must maintain a primary place of business in North Carolina (a “Group Contestant”).

c. Contestants must submit an accurate and complete Application to the Contest as defined in Section 2 below.

d. Contestants, including each member of a Group Contestant, may not be under any contract that provides for exclusive services as an artist, songwriter, musician, or performer, or for the exclusive distribution of songs written or performed by the Contestant, including, but not limited to, an exclusive recording, publishing, or distribution contract, or an option to enter into any of the foregoing, or any other contract that prohibits the Contestant from entering into the Contest or interferes in any manner with Contestant's ability to comply with these Official Contest Rules.

e. Contestants, including each member of a Group Contestant, must comply with these Official Contest Rules and the policies of Promoter in all respects.

f. Contestants, including each member of a Group Contestant, must not be represented by an agent, booking firm, or talent agency and must not have an outstanding contractual relationship with a major record label or publisher.

g. Promoter reserves the right to require proof of eligibility at any time—including before, during, and after the Contest. Promoter reserves the right to make determinations of satisfactory proof of eligibility at its sole and absolute discretion. Promoter will not award a prize to anyone not meeting eligibility requirements. Promoter reserves the right to disqualify any Contestant in its sole discretion if these Official Contest Rules are not followed.

2. Application.

a. Each Contestant must submit as follows:

i. One (1) performance video newly recorded for this Contest in accordance with the Video Recording and Format Instructions provided in Section 3 below;

ii. One (1) short written response (up to 2000 characters) describing the folk music and/or community roots that influence, inform, and inspire the Contestant's music. For example, a description of connections to and inspiration from the R&B traditions and communities of Charlotte, NC;

iii. One (1) completed entry form with names and instruments of all performers; and

iv. Consent to these Official Contest Rules by the Contestant (the "Application").

v. Contestant's Application must be received via Promoter's website by 11:59PM EDT on June 13, 2021 (the "Application Period").

b. Contestants may submit multiple Applications. However, only one (1) Soloist Contestant Application is permitted per individual and Contestants may not qualify more than once—as a Soloist Contestant or as a member of a Group Contestant—for the finalist round as defined in Section 4 below.

c. Promoter reserves the right to extend the Application Period and change other dates of the Contest if Promoter determines that too few entries have been received. Promoter also reserves the right to cancel the Contest in Promoter's sole discretion if too few eligible Applications are received or if Applications are not of sufficient quality.

d. Promoter is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable, undelivered, caught in a spam filter, or

delayed. Applications generated by any automated means are void. Contestant must have a valid e-mail address, and it is the Contestant's responsibility to update Promoter of any change in e-mail address.

e. By submitting an Application and thereby entering the Contest, Contestant agrees to comply with all applicable laws and these Official Contest Rules, and to abide by all decisions of Promoter, judges, and any other party authorized to make decisions.

f. Contestant further agrees, if selected as a finalist, to execute any and all documents and take any other actions Promoter may require, including, but not limited to licenses, affidavits, consents, releases, and provision of proof, to Promoter's satisfaction, that Contestant, including each member of a Group Contestant, is an eligible Contestant and have all necessary rights and approvals to license the Application to Promoter as contemplated in these Official Contest Rules.

3. Video Recording and Format Instructions.

a. The video must capture a newly recorded live musical performance created by the Contestant for the purpose of applying to the Contest.

i. The work performed in the video must be an original work by Contestant or a cover of work in the public domain. If submitting a cover of work in the public domain, Contestant must submit proof that the work is available in the public domain. If a Contestant submits a video found to involve non-public work, the Contestant, including each member of a Group Contestant, will be disqualified and any prize awarded will be revoked.

ii. The performance does not have to be recorded in front of a live audience.

iii. Due to COVID precautions, Group Contestants may record performance segments separately and edit the segments together; provided, however, that each segment must be recorded live by Group Contestants.

iv. All Contestants, including each member of a Group Contestant, must be visible throughout the video performance.

v. The video must clearly show all audio equipment and instruments used in the performance.

vi. The video must provide in its title, description, or other similar field Contestant's name and the Contest's name: 2021 NC Folk Festival Not Your Average Folk Contest.

b. The Application must include a link to the video available on YouTube or another video-hosting service. If YouTube, the video may be set as "unlisted" or "public," but not "private." If another internet platform, Contestant is solely responsible for ensuring that Contest judges are able to access the link with their video.

4. Review Process and Evaluation Criteria. Applications will be reviewed by a panel of judges chosen by Promoter. Judges will score entries based on the evaluation criteria provided below. The four (4) Applications with the highest scores that meet all eligibility requirements will be declared the four (4) finalists of the Contest and will advance to the public voting round. All decisions by the judges are final.

Appeal of Performance

Quality Applications will demonstrate a comfortable, authoritative stage presence and demonstrate experience performing for a large audience as well as suitability for performance in the 2021 Season. 25%

Incorporation of Folk/Traditional Elements

Quality Applications will demonstrate the use, interpretation, or fusion of folk/traditional practices, instruments, musical material (such as an established folk melody in the public domain), or other related elements. 25%

Musicianship

Quality Applications will demonstrate Contestant's skill in playing a musical instrument or singing. Original works are encouraged, but compositional skill is not an evaluation criteria. 25%

Uniqueness of Work Performed

Quality Applications will demonstrate overall uniqueness and creativity in the submitted performance video. 25%

5. Public Voting. In early July 2021, the four (4) finalists will be announced and public voting through a portal on Promoter's website will commence.

- a. Each finalist must provide their original video performance file to Promoter.
- b. Promoter will interview each of the finalists virtually and post the interview video, with the finalist's Application, including its video performance, to Promoter's YouTube Channel, website, and social media platforms to conduct public voting and encourage participation. Promoter reserves the right to use any Application and to modify the video performance as needed.
- c. Promoter will provide each finalist a social media guide with relevant hashtags, account handles, and other details to promote public voting.
- d. The public voting portal available on Promoter's website will close at 11:59 PM EDT on Wednesday, July 28, 2021.

6. Winner Announcement and Prizes. The finalist receiving the most votes during public voting will be announced as the winner on or about August 12, 2021, and will be awarded First Prize. The remaining three finalists will be awarded Second, Third, and Honorable Mention prizes commensurate with their rankings from public voting.

First Prize	<ul style="list-style-type: none"> • 1x performance at the 2021 Season on a main stage. • 8 hours of recording time at @ Black Rabbit Audio. • 1x Contest “Artist spotlight” newsletter.
Second Prize	<ul style="list-style-type: none"> • 1x performance at the 2021 Season in the “music spots” program, the “VIP Lounge,” or a comparable performance opportunity. • 1x Contest “Artist spotlight” newsletter.
Third Prize	<ul style="list-style-type: none"> • 1x performance at the 2021 Season in the “music spots” program, the “VIP Lounge,” or a comparable performance opportunity. • 1x Contest “Artist spotlight” newsletter.
Honorable Mention	<ul style="list-style-type: none"> • 1x Contest “Artist spotlight” newsletter.

7. License, Representations, and Warranties.

a. The term “Application” means all material submitted by Contestant for the Contest, including, but not limited to, entry form responses, the Contestant’s video performance, the Contestant’s written response, Contestant’s interview with Promoter if selected as a finalist, Contestant’s song, musical composition, and sound recordings, photographs, logos, artwork, and other images, and biographical information, statements, and quotations. By submitting an Application, Contestant grants to Promoter, and any parent, subsidiary, and affiliated companies, advertising and promotional agencies, prize suppliers, and each of their respective officers, directors, agents, representatives, and employees, and each of these entities’ and individuals’ respective successors, representatives, and assigns:

i. The worldwide, non-exclusive, irrevocable, and perpetual (for the duration of the applicable right) license to prepare, copy, record, reproduce, sublicense, distribute, transmit, perform, modify, adapt, publish, create derivative works from, and otherwise use and commercially exploit (in and on any medium such as over-the-air broadcast, cable television, CDs, computer audio files, Internet delivery, including streaming, satellite, or on any other form of reproduction and distribution now or hereafter known) all or any portion of the Application for any purpose, including, but not limited to, in connection with the Contest or Promoter’s creation, marketing, and distribution of the Contest, including any future contest or any compilation albums.

ii. The worldwide, non-exclusive, irrevocable, and perpetual (for the duration of the applicable right) right to use, publish, reproduce, and distribute, and to permit others to use, publish, reproduce, and distribute, Contestant’s, including each member of a Group Contestant’s, name, portrait, pictures, likeness, biographical materials, and similar information included in Contestant’s Application for any purpose in any manner and in any medium, including, but not limited to, in connection with the Contest or Promoter’s creation, marketing, and distribution of the Contest, including any future contest or any compilation albums.

b. Promoter shall have no obligation to use, and Promoter reserves the right in its sole discretion to use, not use, or refuse any Application. Without limitation, by submitting an Application, Contestant grants to Promoter the right to edit and/or alter any Application in its sole discretion. No part of an Application shall be subject to any obligation of confidentiality on Promoter's part, and Promoter shall not be liable for any use or disclosure of any Application.

c. By submitting an Application, Contestant, including each member of a Group Contestant, represents and warrants to Promoter that:

i. Contestant holds all of the full and necessary legal rights and authority, including, but not limited to, copyrights, rights of attribution, rights to credit, neighboring rights, moral rights, or any other intellectual property or proprietary rights, to grant Promoter the licenses in and to the Application hereunder on behalf of the Contestant and any composers, publishers, authors, or other third parties;

ii. Promoter is free to use the Application in accordance with these Official Contest Rules and any such use of the Application will not violate any laws or the rights of any person;

iii. Promoter shall not be required to make any payments with respect to the rights and licenses granted to Promoter in these Official Contest Rules; and

iv. Contestant hereby irrevocably and unconditionally waives any and all moral and like rights that Contestant may have in the Application and hereby agrees not to make any claim based on such moral or like rights with respect to Promoter's use of the Application in accordance with the Official Contest Rules.

8. Indemnification and Release. By submitting an Application, Contestant agrees, including each member of a Group Contestant:

a. To fully protect, indemnify, and hold harmless Promoter and any sponsors of the 2021 Season (the "Indemnified Parties"), and each of the Indemnified Parties' agents, officers, directors, employees, performers, volunteers, vendors, representatives, attendees, guests, and invitees against any Claims (defined herein), including, without limitation, attorneys' fees, expenses, and any and all other costs incurred in defending any such Claims with respect to, arising out of, or as a result of its participation in the Contest and the 2021 Season, including, without limitation, attendance or activities at the 2021 Season. For purposes of the Official Contest Rules, "Claim" shall mean any and all contingencies, causes of action, actions, affirmative defenses, judgments, liens, indebtedness, damages, losses, claims, regulatory enforcement actions or other regulatory fines or penalties, liabilities and demands of every kind and character, whether known or unknown, fixed or contingent, suspected or unsuspected, existing or prospective; and

b. To release and forever discharge each of the Indemnified Parties, and each of the Indemnified Parties' agents, officers, directors, employees, performers, volunteers, vendors, representatives, attendees, guests, and invitees from Claims arising from or related to its participation in the Contest and the 2021 Season.

9. Force Majeure, Disqualification, and Internet Disclaimer. Neither Contestant nor Promoter shall be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to or caused by fire, flood, earthquake, natural disaster, or other acts of God, war, terrorism, riot, insurrection, acts or regulations of public authorities, power or water interruptions, cable cuts, labor difficulties, strike, civil tumult, epidemic, pandemic, interruption or delay of

transportation service, inability to obtain raw materials, supplies, or power used in or for its required equipment, or any other cause beyond its reasonable control. Further, Promoter may prohibit a Contestant from participating in the Contest if Promoter determines that Contestant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices, or intending to abuse, threaten, or harass other Contestants or prospective entrants. Caution: Any attempt by a Contestant to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Promoter reserves the right to seek damages from any such participant to the fullest extent of the law. Promoter (i) assumes no responsibility for any error, omission, interruption, deletion, defect, delay in acquisition, operation, or transmission of communications, line failure relating to theft, or destruction or unauthorized access to, or alteration of entries; and (ii) is not responsible for any problems relating to, or technical malfunction of, any communications network or lines, computer on-line systems, servers, or communications service provider, computer or other equipment, hardware, software, failure of any entry information to be received by Promoter on account of technical problems, human error, or traffic congestion of any communications system on the Internet, or at any website, or any combination thereof, including any injury or damage to the participant's or any other person's computer or other device related to, or resulting from, participation or downloading of any materials in this Contest. PROMOTER MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND PROMOTER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.