

## **Jam in the Van's "Austin Experience" Talent Search Contest**

### **Official Rules**

**NO PURCHASE, PAYMENT OR ENTRY FEE IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR ENTRY FEE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**1. Overview:** Jam in the Van, LLC ("Producer") will conduct the Jam in the Van "Austin Experience" Talent Search Contest (the "Contest") open entry round from January 30, 2023 until February 19, 2023 and the final round between February 20 – March 2, 2023. The prize winning contestant will receive their prize at the Jam in the Van Experience Event to be held at The Armadillo Den in Austin, TX on March 15, 2023 through March 19, 2023. Finalists will be chosen on or about March 3 by Jam in the Van staff. The winning grand finalist will be determined by the amount of money they are able to raise in support of the SIMS Foundation via an online donation format provided by Jam in the Van on their website, [www.JamintheVan.com](http://www.JamintheVan.com).

**2. Eligibility:** The Contest is open to all musicians who, at time of entry, are at least 18 years old or in the alternative have the permission of their legal parent/guardian to participate. Employees, officers and director of the Producer, and their respective parent and affiliate companies, vendors and suppliers as well as the immediate families (spouse and parents, children and siblings, and their respective spouses regardless of where they live) and individuals living in the same households, whether related or not, of the above, are not eligible to enter or win a prize. Participation constitutes an entrant's full and unconditional agreement to these Official Rules and Producer's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any entrant who is considered a minor in their state of residence must have their parent or legal guardian's permission to enter this Contest. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law. U.S. law governs the Contest.

**3. Producer:** The Producer of this Contest is Jam in the Van, LLC 3384 Motor Ave, Los Angeles, CA 90034

**4. Timing:** The Contest finals voting round begins on **February 20, 2023 at 12:00 p.m. Pacific Time ("PT") and ends on March 2, 2023 at 11:59 p.m. PT** (the "Finals Voting Period"). Producer's computer is the official time keeping device for this Contest.

**5. How to Enter:** There is only one way to enter in the Contest. Complete and submit the Contest Entry Form (the "Registration Form") online via Jam in the Van's website ([www.JamintheVan.com](http://www.JamintheVan.com)) as directed, to receive a Contest entry. To complete the Registration Form, entrants will be required to provide the entry information requested on the registration app, which will include: your complete name, your band's name, email address, an individual piece of your own original music content, and an agreement to abide by the Official Rules (each an "Entry" and collectively, "Entries"). The information you provide will be used to contact you if you are selected as a Finalist on the selection date noted below in Rule #6. Only those who submit their Entries as noted above by **11:59 PM PT on February 19, 2023** (the "Entry Deadline") will be entered into the contest. Any Entry information collected from entrants for the Contest will be used only in a manner consistent with these Official Rules.

All Entries become the exclusive property of Producer and will not be returned. No correspondence regarding Entries will be entered into with entrants. Proof of submitting entry information will not be deemed to be proof of receipt by Producer or Administrator. Entries received that are illegible, incomplete, or are not submitted by the entry method outlined above, or interfere with the spirit of the entry process will be disqualified. Entries that do not comply with these Official Rules will not be eligible. Producer reserves the right to disqualify and reject any Entries that Producer determines to be in

violation of any term contained in these Official Rules.

**Limit:** There is a limit of one Entry per band during the entire Contest Entry Period. Entrant may only receive an Entry when they submit the Registration Form information about themselves and their band as described above in this Rule #5. Entries received in excess of the limit noted herein will be void. Producer is not responsible for lost, late, incomplete, incorrect, invalid, unintelligible or misdirected Entries, which will be disqualified. In the event of a dispute as to any Entry, the authorized account holder of the email address submitted at time of entry will be deemed to be the entrant. Producer's determination of the winner in case of a dispute will be final and binding.

**6. Finalist Selection; Notification, Verification, and Grand Finalist Voting Period:** On or about **February 20, 2023**, sixteen finalists will be selected by producer based on producer's objective opinion of each entrant's music submission received during the Contest Entry Period. The Producer's decisions are final and binding. The Producer will notify the sixteen finalists by email within one day after the selection using the contact information provided at the time of entry. The Producer and their agencies are not liable for unsuccessful efforts to notify the finalists.

Starting February 20, 2023 at 12 PM PT finalists will all be provided with a unique band contest page on [www.JamintheVan.com](http://www.JamintheVan.com). Each band page will provide copy describing the entrant based off of the information provided in their registration form as well as a piece of music provided by entrant in their registration form. Each band page will also contain a click through labeled "Donate and Vote for (insert band name)." This click through will direct online voters to a donation form. Every \$1.00 donated to the contestant band's fund will equate to 1 full vote for the band. All donations will go to the SIMS Foundation 3010 S Lamar Blvd suite b-1, Austin, TX 78704. During the "Voting Period" Jam in the Van will send out contest updates to finalists detailing donation totals and standings. Donations will be taken up until 11:59 PM PT on March 2, 2023. At that time, Producer will notify the band determined to have raised the most money that they are the Grand Prize winner (see sec. 7 for prize details).

The Grand Prize Winner must complete, execute and return an Affidavit of Compliance/Eligibility/Liability/Release, and where lawful, a Publicity Release (the "Release Form") within five days of receiving the winner notification. Failure to return Release Form timely, or if the winner notification is returned as non-deliverable, or if potential winner is found not to be eligible or not in compliance with these Official Rules, the potential winner will be disqualified, and an alternate winner will be selected by random drawing from among all remaining eligible Entries, in accordance with these Official Rules. Upon being disqualified, no compensation will be given.

**7. Prize: One Grand Prize** will be awarded in this Contest. The Grand Prize will include: One Jam in the Van Session (3 songs performed) at the Jam in the Van Experience Austin to be distributed via Jam in the Van's YouTube Channel and DSP audio distribution channels, reimbursement for up to \$1,500 in travel and accommodation expenses for the winning band to attend the event in Austin should they not be from Austin, TX. Jam in the Van will require copies of receipts prior to reimbursement. Winner will also receive a prize package of assorted products from Jam in the Van's participating sponsors at the Jam in the Van Experience Austin. No more than the one Grand Prize will be awarded for the Contest.

The winner shall bear all risk of loss or damage to their Grand Prize package, as noted above, after it has been delivered. Producer will not replace any prize or prize component that is lost, stolen or used without permission.

The Grand Prize is non-transferable and no substitution will be made except as provided herein at the Producer's sole discretion. Producer reserves the right to substitute a prize or component thereof for one of equal or greater value and comparable use for any reason. A winner may waive his/her right to receive the Grand Prize. The Grand Prize will be awarded "as is" without any warranties, guarantees or

representation of any kind, expressed or implied (including without limitation, any implied warranty of merchantability or fitness for a particular purpose). Producer makes no representations of any kind concerning the appearance, safety, or performance of any part of the Grand Prize.

**8. Prize Delivery:** The winner will need to claim their grand prize by attending the Jam in the Van Experience in Austin, date for appearance to be determined after the winner is notified of their prize. As mentioned in rule #7 Jam in the Van, LLC will provide transportation or accommodations reimbursement for up to \$\_\_\_\_\_. The Grand Prize Winner will need to furnish Jam in the Van, LLC with copies of all pertinent travel and accommodation receipts for the winner to claim their reimbursement which shall be paid no later than 30 days from when Jam in the Van is notified of the receipt amounts

**9. Release:** By receipt of Grand Prize, winner agrees to release and hold harmless Producer, and their respective subsidiaries, affiliates, suppliers, distributors, prize suppliers, advertising/Contest agencies, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt, use, nonuse or misuse of any prize.

**10. Publicity:** Except where prohibited by law, participation in the Contest constitutes winner's consent to Producer for the use of winner's name, city, state, biographical information, likeness, image, photograph, voice, and opinions for advertising and promotional purposes in any media throughout the world, in perpetuity, without further notice, payment or consideration, without additional compensation, notification or permission.

**11. General Conditions:** Producer reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Producer in their sole discretion. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR ANY ONLINE SERVICE RELATED TO THE CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, PRODUCER RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Producer 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 the Official Rules of this Contest or in an unsportsmanlike or disruptive manner. Producer's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

**12. Limitations of Liability:** The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error which may occur in the administration of the Contest; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use

or misuse of the Grand Prize. No more than the one Grand Prize, as stated herein, will be awarded. Eligible entrants agree that Released Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Contest or the prize awarded. Without limiting the generality of the foregoing, Released Parties do not make any express or implied warranties or representations with respect to any promotional web site and releasees shall not be liable for the consequences of any interruptions or errors related thereto.

**13. Dispute Resolution:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Producer in connection with the Contest, or any claim or dispute that has arisen or may arise between you and the Producer, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules.

You agree that you will not file or participate in a class action or collective action against Producer.

**14. Privacy Policy:** Any personal information collected in conjunction with this Contest is subject to the Producer's Privacy Policy posted at [www.jaminthevan.com/privacypolicy](http://www.jaminthevan.com/privacypolicy). In the event of a conflict between the privacy policy and these Official Rules, the privacy policy shall control and govern. By participating in

this Contest, entrants hereby agree to Producer's collection and usage of their personal information and acknowledge that they have read and accepted Producer's Privacy Policy.

**15. Official Rules:** A copy of these Official Rules will be available at [www.JamintheVan.com](http://www.JamintheVan.com)