

## **Downtown Crescendo Music Contest Rules**

1. **How to Enter:** You must submit your music over e-mail to [rvasquez@elpasodmd.org](mailto:rvasquez@elpasodmd.org) within deadline (On or before midnight June 29, 2018). Contestants should submit a link to Dropbox or Google Drive to download audio or video files. Void where prohibited by law. Winner/s must be able to collect the prize in person within two weeks of announcement. **Minors** submitting to contest **must** have legal guardian sign **Parental Consent Form** granting minor permission to enter contest and is subject to all rules herein.

2. **Eligibility:** Employees of the El Paso Downtown Management District (DMD), and members of immediate families (defined as including spouse, biological, adoptive or step-parents, children, grandparents, grandchildren, siblings and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to enter.

**Contest: Compose an original song** in any genre inspired by or about Downtown El Paso. Song submissions should also **include a concise written explanation of the downtown connection**. One song per band, group, or solo artist allowed for submission. Songs should be about Downtown El Paso, and be positive. Any genre of music allowed. Songs can be instrumental only or set to lyrics. All videos will be judged in a public vote for 3 elements:

- (Content) Success in expressing positive message about Downtown El Paso
- Originality
- Quality

If it is discovered that an entrant has attempted to enter with multiple e-mail addresses, social media accounts or under multiple identities, or uses any other method or device to enter more than five times during submission period with multiple entries, such entrant will be disqualified. Entrants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to submit an entry. All entries must be submitted in accordance with these Official Rules; no other method of entry into this contest will be permitted. **Entries will not be acknowledged or returned.** Entries must be made by an individual only. Group entries such as bands are permitted but must choose an individual to represent group. By participating in the contest, you fully and unconditionally agree to abide by and be bound by these Official Rules and the decisions of the El Paso Downtown Management District, which shall be final and binding in all matters related to the contest.

Any entry that, in the Downtown Management District of El Paso's sole and absolute discretion, is considered inappropriate, offensive or not in keeping with the Sponsor's image will be disqualified regardless of whether the submission has downtown related content. DMD may disqualify such entry at any point during or after the Submission Period. Sponsor may disqualify an entry if it includes any content which, in DMD's opinion, is unsuitable for publication in connection with this contest.

4. **Grant of Rights:** By creating and submitting an entry into the contest, each entrant hereby irrevocably grants, transfers, sells, assigns and conveys to the DMD the right to identify them as an entrant using either their e-mail address, social media usernames, or all, without any compensation in any form. Submissions will be used during the contest and in the future solely to non-commercially promote Downtown El Paso and revitalization of Downtown El Paso in a positive manner. Contest participants retain all commercial rights to song submissions.

5. **Winner Selection:** On June 29, 2018, eligible submissions received will be entered for a chance to win. The submission will be voted on by the public and revealed on July 5, 2018. Prizes will be awarded to 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> places as determined by public vote.

6. **Prizes / Approximate Retail Value:**

First Prize: One \$300 gift certificate to Café Central.

Second Prize: One \$150 gift certificate to Anson 11.

Third Prize: One \$50 gift certificate to Park Tavern.

In addition, First Prize winner will receive video shoot for music video provided by Sponsor (Sir Realistic Productions) valued at over \$1000 in services, to include video photography and editing for winning song. Props, location fees, additional time will not be provided. Final discretion for time and scope of video determined by Sponsor.

Only one prize will be awarded per winner. Prize must be used in-store. Prize value must be used all at one time; any residual values will be forfeited. DMD will not replace any lost, mutilated, or stolen gift cards or certificates. Approximate Retail Value ("ARV") of all prizes: \$500. Winner is responsible for all costs for transportation or other costs associated with claiming or redeeming prize, if any.

**7. Winner Notification:** Potential prize winner will be notified via e-mail twenty-four (24) hours of the winner selection date. If a potential prize winner fails to respond to the message within twenty-four hours of notification attempt, or if prize notification e-mails are returned as undeliverable, the potential winner will be disqualified and an alternative potential winner will be selected by DMD staff. Entrants may be required to provide proof of eligibility in any manner Sponsor deems appropriate as a condition of receiving a prize.

**8. Other Conditions of Participation:** By accepting a prize, the winner agrees to DMD's use of winner's name, city and state of residence, statements about the Contest and/or likeness for publicity, advertising and promotional purposes in all media worldwide (including but not limited to social media) without limitation and without further compensation or notice (unless prohibited by law). Once the prize has been delivered to the winner through mail, email or in person, the prize is considered "awarded." **All income taxes on any prize awarded are the sole responsibility of the prize winner.** By entering, Contest entrants acknowledge compliance with these Official Rules, including all eligibility requirements. By participating, entrants agree to release DMD, Sponsor, Facebook, Instagram, Twitter and each of their respective parent companies, affiliates, subsidiaries, divisions, wholesalers, retailers or distributors or advertising and promotion agencies and each of their respective officers, directors, employees, agents or representatives (collectively, "Released Parties") from and against any and all claims, demands, losses and liabilities of any nature whatsoever, which entrant may now or hereafter be entitled to assert, including but not limited to, any death, injury, loss of enjoyment, damage to computer equipment, or other harm or loss of any nature whatsoever caused or contributed to by participation in the Contest, and/or in connection with the awarding, receipt and use or misuse of the prize (if awarded to him/her), and/or claims based on publicity rights, defamation or invasion of privacy. Released Parties are not responsible for (i) entries that are lost, late, stolen, damaged, garbled, destroyed or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network or, software; (iv) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest; (v) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Contest; (vi) any typographical or other error in any printing or advertising related to the Contest, in the administration or execution of the Contest, or in the announcement of prize winners, or (vii) cheating or fraud by any entrant. If for any reason this Giveaway cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Contest, or if this Contest is compromised or becomes corrupted in any way, electronically or otherwise, DMD reserves the right to terminate this Contest. If this Contest is terminated before the original end date, the DMD will select the prize winner from among all valid, non-suspect entries received as of the time/date of termination of the Contest.

DMD reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or any aspect of this Contest. **CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

Any entrant who is notified that he or she has won is the potential winner until DMD determines, in its sole discretion, that the entrant is eligible to win in accordance with these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. By participating, each entrant agrees that (a) any and all disputes, claims and causes of action arising out of, or connected with, this Contest or any prize (if awarded to him/her) shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate state or federal court located in El Paso, Texas, and litigation and/or trials will be decided solely by a judge. ENTRANT WAIVES TRIAL BY JURY IN ANY SUCH ACTION(S); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Contest, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the DMD in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of Texas, without giving effect to any choice of law or conflict of law rules (whether of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Texas.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

**10. Downtown Management District (DMD):** 201 E. Main, El Paso TX 79901

**Any questions, comments or complaints regarding this Giveaway must be directed to the DMD only, and NOT to Facebook, Instagram or Twitter.** You understand that you are providing your information to the DMD and not to Facebook, Instagram or Twitter. The information you provide will be used in accordance with the strict privacy policy of the Downtown Management District.