

# OFFICIAL RULES, TERMS, AND CONDITIONS

**2023 97OKK JIMMIE RODGERS SINGER/SONGWRITER**

## **COMPETITION OFFICIAL RULES, TERMS, AND CONDITIONS**

Individuals and each individual participating in a group submitting material for the 97OKK Jimmie Rodgers Singer/Songwriter Competition acknowledges and agrees to comply with the following terms and conditions:

**CONTEST RULES:** To enter, you must upload a video of your performance (“Entry” or “Entries”) to 97OKK.com through use of our online entry form. Whenever used herein, the use of the term “Contestant” refers to both individuals and Groups.

Each contestant is limited to one Entry.

Additional Entries by the same Contestant and including the same Contestant will not be considered.

Contestants will compete in one of two divisions according to age:

- Youth (age 10 – 17 years, at time of LIVE performance, 5/10/2023)
- Adult (18 years and older, at time of LIVE performance, 5/10/2023)

Entries must be uploaded by 12:00 a.m. Central DST on April 21<sup>st</sup>, 2023

Entries must be posted as a video file in accordance with instructions provided at [www.97okk.com](http://www.97okk.com) in addition to these Official Rules, Terms, and Conditions in order to be considered as a valid entry. There is no registration fee.

Create a video of contestant(s) singing. Songs can be done live or with an accompaniment track. Original songs will receive extra points during the live portion of our competition. Video can range from being filmed with a cell phone to a fully produced video.

Go to [www.97okk.com](http://www.97okk.com) and upload video to 97OKK.com through use of our online entry form to register for the competition.

Registration is open from *April 1st – April 21st, 2023*.

Voting opens *April 22nd – April 29<sup>th</sup>, 2023* (the voting period).

Voting for selecting the top 5 entries will be conducted electronically through our websites, [www.97okk.com](http://www.97okk.com). The top 5 entries will be invited, as a “top five” finalist, to perform live on *May 10th, 2023, at The Mississippi Arts & Entertainment Experience (The MAX)*.

After the top five finalist entries are selected at the conclusion of the voting period, Contestants of the top five finalist entries will be notified via the contact information provided in their application (around or on May 2nd, 2023). If a response is not received within 48 hours of notification, the Contestant will be disqualified and an alternate top finalist will be selected. Winners will be announced on air on WOKK 97.1 FM, [www.97okk.com](http://www.97okk.com) and all 97OKK social media platforms.

Contestants selected as the top 5 entries will be deemed our “top five” finalists (Top 5 from Adult division and Top 5 from Youth division) and will be invited to perform live at 97OKK Jimmie Rodgers Singer/Songwriter Competition on May 10th, 2023 at The Mississippi Arts & Entertainment Experience (The MAX) where they will be ranked in the adult and in the youth division. Contestants (or parents/guardians if under the age of 18) will be required to sign a release and provide a legal photo ID before performing live.

Contestants will perform before a panel of judges. Only votes made by the judging panel will count towards the final results on the day of the live performances. All decisions made by the judging panel are final. In the instance of a tie from the judging panel votes, the finalist with the highest amount of video votes, through 4/22/2023 – 4/29/2023, will be named the winner.

Songs can be performed live or with an accompaniment track, however, lead vocals cannot be pre-recorded on the track. They must be live. In addition, the contestant cannot sing along with vocals on an accompaniment track. The track can only provide music & backup vocals. ***Original songs will get extra points during the live portion of our competition.***

Contestants must be able to perform live at said location and date to be eligible for prizes. Contestants are responsible for his/her own travel and lodging expenses.

Prizes will be awarded to the single top Contestant of both the Adult and Youth Categories. Each winner will receive professional headshots by Revere Photography (value limited to \$50 (fifty) dollars), Guitar provided by DC Guitar Studio, recording studio time provided by Blue Sky Studios in Jackson, MS, open the Saturday, May 13th, 2023 night show for the Jimmie Rodgers Festival (performance time to be determined) and \$1000.00 (one thousand dollars) for adult division and \$500.00 (five hundred dollars) for youth division winner.

**DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC DISCLAIMER:** Contestant agrees and acknowledges, as a condition of participating in the Competition, that DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC, and its owners' directors, officers, employees, contractors, agents, representatives, affiliates, attorneys, insurers and associated companies and entities are not judging the competition. All questions regarding the competition must be directed to Alexa Garrett at [alexa.garrett@digiostrategies.com](mailto:alexa.garrett@digiostrategies.com) or Todd Berry at [todd.berry@digiostrategies.com](mailto:todd.berry@digiostrategies.com)

The contestant also agrees that as a condition of participating in the Competition, the Contestant shall release the DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC and their owners, employees, associated companies, sponsors, agents, successors and assigns from any and all liability arising out of or relating to Contestant's Entry, creation of an Entry or submission of an Entry, participation in the Competition, acceptance, use, or misuse of any prize, or the broadcast, exploitation, or use of an entry.

**DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC LICENSE:** By posting Content, you grant us a royalty-free, non-exclusive, worldwide license, under your intellectual property rights, to use, copy, reformat, index, modify, display, and distribute your Content for purposes of providing our Services (as such services may change over time) and promoting our Website. No compensation will be paid with respect to our use of your Content under this grant. When you post Content to enter the Competition, you represent and warrant (I) that you hold all rights needed to grant requisite rights and (ii) that each person depicted in images or identified in the text in your Content (if any), has provided you with consent to use the Content as set forth in these Terms.

**RIGHTS TO REMOVE:** DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC has no – and assumes no – obligation to monitor activities on the 97OKK website (“Website”), but may employ filters designed to detect and block the transmission of messages that contain sexually explicit or otherwise inappropriate language. DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC reserves the right to edit, to refuse to post, or to remove any information or materials, in whole or in part, that we believe, in our sole discretion 1) that are unlawful, obscene, offensive, harmful, and hateful, invade the privacy of any third party, contain nudity or pornography, or are otherwise objectionable. 2) that impact or invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private or sensitive information about another person without that person's consent; 3) that is intentionally false, defamatory, unlawfully threatening, or unlawfully harassing; 4) that infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; 4) that contain any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer-programming routines that are

intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; 5) that are designed to artificially generate traffic or page links to a website or for any other purposes not expressly allowed under these Terms; 6) that use the Website in a manner that could disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site, such as through sending "spam" email; 7) that seeks to obtain access to any materials or information through "hacking," "data harvesting," or through other means we have not intentionally made available to you through the Website.

**ELIGIBILITY:** This contest is open to legal U.S. residents except where prohibited by law. Parents or legal guardians must submit on behalf of any participants under the age of 18. Owners and employees of DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC, the Jimmie Rodgers Music Foundation, and their affiliates, divisions, prize fulfillment entities, advertising and promotion agencies, judges as well as their immediate family members (a parent, spouse, sibling, child, step-sibling, step-child, and in-laws, regardless of where they reside) and/or those living in the same household of the above, whether or not related, are not eligible to participate in this competition.

**GOVERNING LAW:** This Competition and the rights and obligations of the Sponsors and participants will be governed by and controlled by the laws of the State of Mississippi, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings, or litigation relating hereto will be instituted and prosecuted solely within Lauderdale County, Mississippi. The parties consent to the jurisdiction of the state courts of Mississippi and federal court located within such state and county with respect to any action, dispute, or other matter pertaining to or arising out of this Competition.

**GENERAL RELEASE:** Entry into this Competition is a grant of permission to DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC and its designees to use the Contestant's name, city, state, likeness, voice, biographical information and statements for purposes of advertising, promotion, and publicity in any and all media, now or hereafter known, throughout the world in perpetuity without additional compensation, notification or permission, unless prohibited by law. By participating, Contestant (I) agrees to release and hold DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC, its affiliates, and advertising and promotion agencies, and each of their respective owners, officers, employees, successors, and assigns (collectively, the "Released Parties"), harmless against any and all claims and liability arising in whole or in part, directly or indirectly, out of participation in the Competition or misuse, nonuse or use of any prize (including any travel or activity related thereto); (ii) waives all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to enter; and (iii) agrees to be bound by these Official Rules. Released Parties are not responsible for incomplete, lost, late, damaged, inaccurate, illegible, misdirected, garbled, delayed or undelivered entries or referrals; or for technical hardware or software malfunctions or failures of any kind, lost, unavailable network connections, or failed, incomplete, garbled or delayed computer transmission, which may limit an individual's ability to participate. DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC, reserves the right in its sole discretion, to cancel, suspend or modify the Competition, or to disqualify any implicated Contestant, (and their Entries) if any fraud, virus, actions by Contestants, technical or other error or problem, or any other occurrence corrupts or affects the

administration, integrity, security, or proper play of the Competition, as determined by DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC in its sole discretion. By entering into this Competition, Contestants also release DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC for any claims of copyright infringement for any claim to original music.

CAUTION: Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Competition is a violation of criminal and civil laws, and should such an attempt be made, DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC reserves the right to seek damages from any such Contestant to the fullest extent permitted by law, including criminal prosecution. In the event of such a dispute or in the event a potential winner entered via internet and a dispute arises regarding a specific individual entitled to receive a prize, entries made by internet will be declared made by the authorized account holder of the email address submitted at the time of entry and any damage made to the web site will also be the responsibility of the authorized account holder. "Authorized account holder" is defined as the person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Released parties are not responsible for any technical, mechanical, printing, typographical, human or other error relating to or in connection with the competition, including, without limitation, errors which may occur in the administration of the competition, the processing of entries, the announcement of the prize or in any Competition-related materials; or for any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Competition.

DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC is not liable in the event that any portion of the competition or awarded prizes are canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event").

DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC reserves the right to disqualify any Participant it finds to be in violation of these rules or who attempts to undermine the entry or judging process in any way.

Winners are responsible for all taxes related to prizes won. Prizes with a cumulative value of \$600 or more are subject to reporting on an IRS 1099 form and such winners will be required to complete a W-9 form before receiving their prizes.

DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC reserves the right to change the rules of this contest at any time at their discretion. All decisions by representatives of DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC are final.

**\*ATTENTION YOUTH CONTESTANTS\***

Any photos and/or videos of children under the age of 18 posted online at any DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC., station website or social media site, for any purpose or contest within or during the course of 97OKK Jimmie Rodgers Singer/Songwriter

Competition, may only be posted with written permission by a parent/guardian of the child or children and by allowing permission, hereby authorize the use of said photos, image, video, and/or voice by the radio stations and/or it's co-sponsors of the contest. DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC, reserves the right to remove or refuse the use of any photo and/or video posted by any party. All entrants further agree to hold DIGIO STRATEGIES/MISSISSIPPI BROADCASTERS, LLC sponsors, and all of their owners, officers, & employees harmless and without liability for such publication, broadcast or use.

---

Contestant name

---

Signature (Parent or Guardian if under 18)

---

Date