

ELIGIBILITY: The Contest is open only to youths who are at least five (5) years of age and no more than nineteen (19) years of age at the time of entry. “Entrant,” as used in these Rules, means those eligible to participate in the Contest. Employees, officers and directors of Sponsor, suppliers of materials or services related to the Contest (including retailers, and advertising, fulfillment and marketing agencies), or members of their immediate families (mother, father, brothers, sisters, sons, daughters, spouses (including common law spouses), and their respective spouses, regardless of where they reside) and persons living in the same households (whether related or not) are not eligible to enter the Contest or win. By entering, you agree that you have read, understood and will abide by these Official Rules and the decisions of the judges and Sponsor, which are final and binding in all respects. All federal and local laws and regulations apply.

CONTEST THEME: 2023 Back to School Talent Bash

HOW TO ENTER: Entrants must submit the following items to enter the Contest:

- (a) Complete the Contest submission form with all requested information
- (b) Entrants must pay the entry fee
- (c) Entrants must be accompanied by a parent or guardian that is 18 or older

ENTRY FEES: If a contestant should decide to drop out of the Back to School Talent Bash, any entry fee paid will NOT be refunded. If the show is canceled, any registration fee paid WILL be refunded.

All submissions must be received by 11:59 p.m. PST, on September 10, 2023.

SELECTION OF WINNERS: There will be three (3) Contest winners (first place (1st), second place (2nd), third place (3rd)). The judges will vote on the acts during the live event, and their top three (3) choices will win the Contest. Host will announce the three (3) winners at the conclusion of the live event.

CONTEST PRIZES: Sponsor will award three (3) total prizes (\$200 for first (1st), \$150 for second (2nd), \$100 for third (3rd) in connection with the Contest: each Contest winner will receive one (1) prize.

GENERAL PRIZE CONDITIONS: Prizes will be awarded at the event. Prizes must be accepted as awarded. Prizes are non-refundable, and cannot be replaced if lost or stolen. Winners are responsible for all federal, state, provincial, territorial, and local taxes and any other costs and expenses associated with prize acceptance and use of the prize.

RELEASE: BY ENTERING THE CONTEST, ENTRANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS, SPONSOR AND ALL OF ITS RESPECTIVE EMPLOYEES, REPRESENTATIVES, DIRECTORS, OFFICERS, SHAREHOLDERS, AND AGENTS (COLLECTIVELY, “RELEASEES”) FROM ANY AND ALL CLAIMS MADE BY ENTRANTS OR ANY OTHER THIRD PARTIES, LIABILITIES OR DAMAGES RELATED

IN ANY WAY TO THE OPERATION OF THE CONTEST, AS WELL AS ANY AND ALL CLAIMS, DAMAGES OR LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF THE ADMINISTRATION OF THE CONTEST, PARTICIPATION OR ATTEMPTED PARTICIPATION IN THE CONTEST, SELECTION AND CONFIRMATION OF WINNERS, OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE, ATTEMPTED USE, OR POSSESSION OF ANY PRIZE. ENTRANTS WAIVE ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

DISCLAIMER: Sponsor reserves the right to terminate, suspend, cancel or modify the Contest, without notice, if for any reason this Contest is not capable of running as planned due to any reason, including infection by computer virus, bugs, errors, tampering, fraud, unauthorized intervention, technical failures or other causes beyond the control of Sponsor that may corrupt or impair the integrity, fairness or proper play of the Contest.

Releasees are not responsible or liable for any events which may cause errors and/or the Contest to be stopped, including but not limited to: (1) incorrect or inaccurate capture of entry information; (2) any injury or damage to entrant's or any other person's body or property relating to or resulting from participation in this Contest.

Sponsor reserves the right, in its sole and absolute discretion, to disqualify you from participating in this Contest if you: (a) violate the Official Rules; (b) tamper or attempt to tamper with the entry process; (c) act in a manner Sponsor determines to be not fair or unsportsmanlike, with an intent to annoy, threaten or harass any other entrant or Sponsor, or in any other disruptive manner; or (d) attempt to undermine the legitimate operation of the Contest.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO BAN OR DISQUALIFY THE ENTRANT FROM THIS AND FUTURE CONTESTS.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Contest, each entrant agrees that any and all disputes and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration held in San Diego County, CA. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and participant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of California. By entering, Entrants submit to the jurisdiction and venue of the San Diego County, California.

PRIVACY: Sponsor respects your right to privacy. By entering this Contest and voluntarily providing your information, you consent and agree to the collection and use of your information by Sponsor, for the purposes of administering this Contest and future communications related to the Sponsor, unless you opt-out.

RULES: This Contest will be run in accordance with these Official Rules, subject to amendment by Sponsor. The Official Rules at xxx shall govern in the event of any inconsistency with other Contest-related materials.

SPONSOR: Patio Playhouse Community & Youth Theater, Escondido CA