OFFICIAL RULES FOR TPR'S "INSPIRED BY KPAC" TALENT CONTEST

NO CONTRIBUTION OR PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A CONTRIBUTION OR PURCHASE WILL NOT INCREASE CHANCES OF WINNING.

TPR's "Inspired By KPAC" Talent Contest (the "Contest") is designed to give people ages 13 to 19 the opportunity to showcase their musical talent in the performance of music compatible with the music heard on KPAC, their artistic talent in a visual (still or video) representation of a piece of such music, or their writing talent in a written composition inspired by such music.

1. SPONSOR. The Contest is sponsored by Texas Public Radio, 321 W. Commerce St., San Antonio, Texas 78205 (the "Sponsor").

2. ELIGIBILITY. No contribution or purchase is necessary to enter or win. Entrants must be (i) 13-19 years of age, (ii) enrolled in a school in or a home-schooled resident of one of the Texas counties listed below, and (iii) not scheduled to graduate from high school prior to April 30, 2025.

Eligible Counties

Atascosa	Guadalupe
Bandera	Kendall
Bexar	Kerr
Comal	Medina
Frio	Wilson
Gillespie	

Employees, officers and directors of Sponsor, and members of the immediate families of and those living in the same household with such persons, are ineligible. Persons who are professional musicians or artists are also ineligible. A person is considered to be "professional" if he or she (a) is represented under a talent contract (e.g., by a talent agent or manager), (b) has a merchandising agreement, (c) has a contract with a record label or gallery, and/or (d) has any other contractual relationship that would prohibit such person from participating fully in the Contest, or would limit or impair Sponsor's rights as set forth in these Official Rules. A person who has accepted modest stipends, payments or honoraria (e.g., payment as a church musician or occasional accompanist, payment for occasional artistic work, prize winnings in another amateur contest) is not considered a "professional" for purposes of the Contest.

3. ENTRY CATEGORIES. There are four (5) entry categories – Solo Musician, Musicians Ensemble, Folkloric Music, Written Word and Visual Artist (each, a "Category"). Entrants in the Solo Musician, Folkloric Music, and Musicians Ensemble categories may be either vocalists or instrumentalists.

- "Solo Musician" is defined as either a solo performer or a solo performer with piano accompaniment. Any performer in the Solo Musician Category who uses an accompanist must contract with such accompanist for each round of the Contest at his/her own expense, and must obtain such accompanist's signature on the Accompanist's Release contained in the Entry Form. Accompanists for performers in the Solo Musician Category are not required to meet the Eligibility requirements.

- "Musicians Ensemble" is defined as a group of at least two (2), but no more than ten (10) performers. All performers in the Musicians Ensemble Category must meet the Eligibility requirements.

- "Folkloric Music" is defined as an acoustic performance of music using traditional folkloric instruments and/or melodies, and non-English language libretto/lyrics.

- "Visual Artist" is defined as a single individual creator of a visual work of art, not to include models or, in the case of a video format, performers in the video. Any Visual Artist who uses one or more models or

performers must contract with each such person for each round of the Contest at his/her own expense, and must obtain each such person's signature on the Model/Performer Release contained in the Entry Form. Models and performers used for works in the Visual Arts Category are not required to meet the Eligibility requirements. As part of their Entry, Visual Artists should identify a specific piece or era of music compatible with the music heard on KPAC 88.3 FM that has inspired their work.

- "Written Word" is defined as a narrative story or poem not longer than 1,500 words. As part of their Entry, Written Word contestants should identify a specific piece or era of music compatible with the music heard on KPAC 88.3 FM that has inspired their work.

Each performer may enter only once. As used herein, "Entrant" may refer to a Solo Musician, Visual Artist, Written Word Composer/Writer, Folkloric perfomer or Group, or to all performers in a Musicians Ensemble collectively.

4. HOW TO ENTER.

a. Solo Musicians, Musicians Ensemble, and Folkloric Music Entrants must create an unedited recording of between 2 and 10 minutes in length of the Entrant's performance of a musical work. The recording may be either audio-only or audiovisual, but only the audio portions of any audiovisual submission will be considered by Sponsor. The recording (the "Music Entry") must then be uploaded to either YouTube or SoundCloud, and must comply with all Terms of Service for the web site where posted. A link to the Music Entry must then be emailed to youngtalent@tpr.org, together with a completed and signed Entry Form.

b. Visual Artist Entrants must submit not fewer than 2 and not more than 8 photographs of a still artwork or a video artwork of between 2 and 10 minutes in length, in either case identifying the specific piece or era of music compatible with the music heard on KPAC that is represented by the visual artwork. The photographs or video, as the case may be (each, a "Visual Art Entry"), must then be emailed to youngtalent@tpr.org, together with a completed and signed Entry Form.

c. Written Word Entrants must submit their original writing as either a MS Word or Pages document. As part of their Entry, Written Word contestants should identify a specific piece or era of music compatible with the music heard on KPAC that has inspired their work.

5. ENTRY PERIOD. Contest Entries must be submitted between 12:01 a.m. Central Time on February 01, 2025, and 11:59 p.m. Central Time on March 2, 2025. An Entry is successfully submitted only when **both** the Entry and the completed, signed Entry Form have been received by Sponsor. Sponsor has sole authority and responsibility for determining if an Entry has been successfully submitted. Incomplete, corrupted, untimely, or unintelligible entries will be disqualified. Sponsor is not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, mis-delivered, or delayed Entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing or judging of Entries.

6. JUDGING. Judging will be conducted in two rounds. Selection will be made according to the following process:

a. First Round. Sponsor will select a panel of judges ("First Round Judges") to review all eligible Entries. The First Round Judges will select three (3) Entrants from each of the Solo Musician and Musicians Ensemble categories, no more than ten (10) Entrants from the Visual Art Category, and no more than ten (10) Entrants from the Written Word Category to proceed to the Final Round (each, a "Finalist"). The decision will be based on a review of all eligible Entries, and will be made using selection criteria determined in the sole discretion of Sponsor and the First Round Judges.

On or before March 15, 2025, Sponsor will notify each Finalist using the contact information provided on the Entry Form. Each Finalist must confirm that Entrant continues to meet all Eligibility Requirements and the Entrant's availability to be present and perform or exhibit, as the case may be, at the Final Round Event. If a Finalist does not respond to the Sponsor's notification within two (2) business days, or is otherwise disqualified, such Entrant will forfeit further participation in the Contest and, in such case, Sponsor will select an alternate Finalist according to the First Round Judges' results.

b. Final Round. Music Finalists will perform live at a special event to be held on Saturday March 22, 2025, from 2:00 pm-4:00 pm (the "Final Round Event").

Each Solo Musician Finalist, Folkloric Music Finalist, and Musicians Ensemble Finalist must perform for not more than ten (10) minutes. Each Finalist's performance will be recorded for later broadcast on the radio, and such performance and recording shall be considered a part of the Finalist's Entry, subject to all provisions of these Official Rules.

Each Visual Artist Finalist will deliver his or her artwork to the Final Round venue on or before March 20, 2025 for display. They should be available to discuss how such artwork is a representation of a piece or era of music compatible with music heard on KPAC for the duration of the Final Round Event. Each such Finalist's artwork will be photographed or video recorded by Sponsor, and such photographs and/or recordings shall be considered a part of the Finalist's Entry, subject to all provisions of these Official Rules. The Visual Artist Finalists' work will be on display at Texas Public Radio for two months following the Final Round.

Each Written Word Finalist must be available to discuss how such composition is a representation of a piece or era of music compatible with music heard on KPAC for the duration of the Final Round Event. Reproductions of Written Word Finalists' entries will be available for judges to review at the Final Round Event, and will be reproduced online at TPR.ORG.

Sponsor will select a panel of judges ("Final Round Judges") who will select a First Place Winner, Second Place Winner and Third Place Winner from each Category. The decision will be based on the Finalists' live performances and exhibits, and will be made using selection criteria determined in the sole discretion of Sponsor and the Final Round Judges. Winners will be announced at the conclusion of the Final Round Event.

The judges' decisions in each round are final and binding.

7. PRIZES. The First Place Winner in each Category will receive a cash prize of $1000.00. The Second Place Winner in each Category will receive a cash prize of $500.00. The Third Place Winner in each Category will receive a cash prize of $250.00. Each prize in the Musicians Ensemble Category will be divided evenly among the performers. If a Finalist in the Folkloric Music Category features more than one performer, prize will be divided evenly among the performers. Sponsor may, in its sole discretion, award additional cash and/or non-cash prizes.

Sponsor reserves the right to verify eligibility of any potential winner. Winning a prize is contingent upon fulfilling all requirements set forth herein. Prizes are nontransferable. Any taxes on a prize are the sole responsibility of the prize winner. Odds of winning will depend on the number of eligible Entries.

8. PARTICIPATION-RELATED EXPENSES. Each Entrant is responsible for any and all expenses associated with participating in the Contest. For Entrants selected as Finalists, this includes any and all expenses associated with participating in the Final Round Event, including, but not limited to meals, transportation, and/or lodging.

9. SPONSOR'S DISCRETION. Sponsor reserves the right to determine whether the musical, artistic or written work in an Entry or proposed for the Final Round is within the scope of the required style. Submissions may not contain content that violates any third-party rights or that Sponsor, in its sole discretion, deems inappropriate. Any Entrant that does not meet all eligibility requirements, or who exhibits behavior that is illegal, unethical,

inconsistent with good citizenship, or is otherwise inappropriate may be disqualified at any time, at the sole discretion of Sponsor. In the event that an insufficient number of qualified entries is received for the Contest, Sponsor may, in its sole discretion, allow the judges to choose fewer than three (3) Finalists from any or all of the Solo Musician and Musicians Ensemble Categories and/or fewer than ten (10) Finalists from the Visual Artist or Written Word Categories. Any submission that Sponsor determines is not in compliance with these Official Rules will be disqualified. Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend the Contest or any portion thereof should causes beyond its reasonable control corrupt the administration, security or proper conduct of the Contest, and to select the winners from Entries received prior to such circumstance or in such other manner as deemed fair and appropriate by Sponsor.

10. WARRANTY. It is an express condition of submission and eligibility that each Entrant warrants and represents that Entrant's Entry is created by Entrant for the purpose of entering this Contest, and that no other party has any rights or interest in the Entry. Entrant further represents and warrants that the Entry and any use thereof by the Sponsor or any partners, subsidiaries and affiliates in connection with programming, advertising, promotion and publicity, shall not infringe upon any statutory or common law intellectual property right (including, without limitation, any copyright) under U.S. and international laws and shall not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind of any third party.

11. GRANTS OF RIGHTS. Contest Entries and other submitted material become the property of Sponsor and will not be acknowledged or returned, nor will any correspondence about Entries be entered into. By submitting a Contest Entry, Entrant grants to Sponsor and its licensees and assignees the unconditional and perpetual license, right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the Contest Entry or part thereof (with or without using Entrant's name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from Entrant or any other party. Entrant acknowledges that Sponsor is in no way obligated to broadcast, publish or use Entrant's Contest Entry. Nothing herein shall constitute an employment, joint venture, partnership or confidential or other special relationship between Entrant and Sponsor.

In addition, by participating in the Contest and submitting an Entry, each Entrant hereby grants permission for Sponsor and its licensees and assignees to use Entrant's name, likeness, voice, quotes, comments, biographical information, photograph and/or image for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration, in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

By entering the Contest, Entrant grants Sponsor permission to share Entrant's e-mail address and any other personally identifiable information with other parties as reasonably necessary for the purpose of Contest administration and prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose Entrant's personal data to any third party other than as described herein.

12. INDEMNITY. By submitting an Entry, each Entrant agrees to indemnify, defend, release, discharge and hold harmless Sponsor and its affiliates, subsidiaries, promotional partners and agents, and all others associated with the development and execution of the Contest, and the officers, directors and employees of each of the foregoing, from any and all claims and liabilities arising from or in connection with participation in this Contest, including without limitation (a) claims for injury, loss or damage of any kind resulting from participation in this Contest or acceptance or use of any prize and (b) claims based on rights of privacy, rights of publicity, false light, defamation, copyright and/or trademark infringement relating to the submission or exploitation of the entrant's concept.

13. GOVERNING LAW. This Contest is governed by the internal laws of the State of Texas without regard to principles of conflict of laws. All cases and claims pertaining to this Contest must be brought in a court of competent jurisdiction in the State of Texas.

14. WINNERS NAMES. For the names of the Contest winners, available after April 1, 2025, send a separate self-addressed, stamped envelope to TPR's "Inspired By KPAC" Talent Contest, Texas Public Radio, 321 W. Commerce St., San Antonio, TX 78205. Responses will be provided to all requests made prior to July 1, 2025.

ENTRY FORM

By entering the Contest, Entrants and Entrant's parent/legal guardian, if Entrant is a minor, agree to the Official Rules and decisions of Sponsor which shall be final and binding in all respects and in all matters relating to the Contest.

The following must be provided for each Solo Musician, Visual Artist, and Written Word Entrant and for each performer (Entrant) in a Musicians Ensemble or Folkloric Music performance:

Name:_____

Birthdate:_____

School attended, or county of residence if home-schooled:_____

*I am the **parent or legal guardian** of the minor named above ("Child"). I have read the Official Rules for TPR's "Inspired By KPAC" Talent Contest (the "Contest"), and I consent to all the rules and terms on behalf of Child. I give permission for Child to participate in the Contest and to all actions and requirements related to the Contest as set forth in the Official Rules.*

_____ _____

Signature Date

_____

Printed Name

Contact information for Entrant (provide a single point of contact if a Musicians Ensemble Entrant):

Name:_____

Telephone:_____

Email address:_____

Link to Entry: _____

Title and composer of piece being performed in or represented by, or era of music which inspired Entry:___

_____

ACCOMPANIST'S/MODEL'S/PERFORMER'S RELEASE

I, the undersigned, hereby grant to Texas Public Radio ("TPR") and its licensees and assignees the unconditional and perpetual license, right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the Contest Entry which includes my performance and/or image or part thereof (with or without using my name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from me or any other party. I acknowledge that TPR is in no way obligated to broadcast, publish or use the Contest Entry. Nothing herein shall constitute an employment, joint venture, partnership or confidential or other special relationship between me and TPR.

_____ _____

Signature Date

_____

Printed Name