2023 Spokane Public Radio Firehouse Sessions Contest – Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

OPEN ONLY TO RESIDENTS OF THE INLAND NORTHWEST, AT LEAST EIGHTEEN (18) YEARS OF AGE AT THE TIME OF ENTRY. VOID IN ALL JURISDICTIONS OTHER THAN THOSE STATED ABOVE, AND WHERE PROHIBITED.

1. SUMMARY. The Contest is an audio submission contest offering the opportunity for musicians to compete for an opportunity to: (a) perform on-air in the Spokane Public Radio studios, (b) receive high-quality audio and video of three (3) songs, (c) Perform at SPR's Firehouse Sessions Concert in Spring 2024.

By participating in this Contest, each participant agrees to be bound by these Official Rules and by the decisions of Spokane Public Radio and the judges of Spokane Public Radio, which are final and binding on all matters relating to the Contest.

Contestants have the opportunity to submit their videos to NPR's Tiny Desk Contest for a chance to win the national contest. SPR's Firehouse Sessions Contest is not affiliated with NPR's Tiny Desk Contest. Any entry to NPR's Tiny Desk Contest must be done separately. SPR is not responsible for submitting entries to NPR's Tiny Desk Concert.

2. IMPORTANT DATES. The Contest submission period begins at 10:00 a.m. P.T. on September 15, 2023 and ends at 11:59 p.m. P.T. on October 15, 2023 (the "Submission Period"). SPR's clock is the official timekeeping device for the Contest.

The Contest judging period begins on or about October 16, 2023 and ends on or about October 20, 2023 (the "Judging Period").

Spokane Public Radio will choose up to two (2) winners for this year's contest. The winners will be announced on-air and online on or about October 29, 2023. SPR shall attempt to notify the potential winners on or about October 21, 2023.

3. ELIGIBILITY. The Contest is open only to individual musicians or groups of musicians (each an "Entrant") who are all residents of the Inland Northwest. Void in all jurisdictions other than those stated above and where prohibited or restricted by law. Each Entrant (or member of an Entrant, if a group) must be at least eighteen (18) years of age at the time of entry. The following individuals are not eligible to enter or win a prize: employees, representatives, agents, directors, and officers of any Sponsor, and Sponsors' parents, subsidiaries and affiliated companies, and any other parties involved in the administration of the Contest, and each of the immediate family members of such excluded individuals (i.e., spouses, parents, children, siblings, and the "steps" of each) and all persons living in the same household of each such individual.

Entry constitutes each Entrant's certification that the Entrant (or all members of an Entrant, if a group) meet the eligibility requirements set forth in these Official Rules. SPR reserves the right to verify and confirm each Entrant's (and, if Entrant is a group, each group member's) age and compliance with other eligibility requirements.

4. HOW TO ENTER.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

To enter, an Entrant must:

A. Submit three (3) audio recordings, depicting such Entrant's performance of three (3) original songs, to firehousesessions@kpbx.org.

B. After uploading entry audio, an Entrant (or any member of an Entrant, if a group) must fully complete and submit the submission form available at http://www.spokanepublicradio.org/spr-firehouse-sessions-contest (the "Application Form") during the Submission Period. On the Application Form, each Entrant must provide: their name (or the names of all members of an Entrant, if a group); the name of the Entrant's group, if applicable; the name of the songwriter or songwriters (such individual(s) must be member(s) of Entrant); the music genre of the Entry Audios; an e-mail address and zip code for the Entrant (and each member of the Entrant, if a group); the name of the individual who recorded the Entry Audio and an e-mail address to contact that individual; a certification that the Entrant (or all members of an Entrant, if a group) meet the eligibility requirements stated in Section 4 above and agree to the terms of these Official Rules and a license grant consistent with the rights granted herein.

An Entrant must submit three (3) songs in the Contest.

AN ELIGIBLE ENTRANT MUST SUBMIT AN ENTRY IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED. Sponsors are not responsible for late or unsuccessful attempts to enter. Incomplete, corrupted, untimely, or unintelligible Entry Audios or Submission Forms will be disqualified. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, such Entrant's sole remedy is another entry in the Contest to the extent the submission of an additional entry is deemed feasible by SPR in its sole discretion.

Entrant must cooperate with all requests for additional information or documents that the Contest judges or SPR may request in order to verify eligibility and compliance with these Official Rules.

5. ENTRY GUIDELINES.

Entry Audios must:

• contain a Song that is the original work of the Entrant (or one or more Entrants if a group) (covers will not be accepted);
• be a maximum of ten (10) minutes in length;
• be appropriate for the general public; and

Entry Audios must NOT, and Entrant by entering the Contest, represents and warrants that the Entry Audio does not:

• contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity, copyright, trademark, trade secret, trade dress, and other intellectual property rights;
• require any Sponsor or any third party to pay any monies or royalties to any Entrant or any third party for use of the Entry Audio in accordance with these Official Rules;
• include any individual who is not a member of the Entrant (including but not limited to minors, celebrities, and friends);
• disparage Sponsors or any other person or party affiliated with the promotion and administration of the Contest, or such parties' products or services;
• contain material that is indecent, lewd, pornographic, obscene, profane, hateful, defamatory, slanderous or libelous;
• promote discrimination against or contempt for other people on the basis of race, ethnicity, national origin, caste, sexual orientation, gender, gender identity, religious affiliation, age, disability, or disease;
• contain any viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or other computer programming routines that are intended to interfere with or cause harm to any website, computer, device or software;
• contain material that violates any federal, state, or local laws or ordinances.

By submitting an Entry, Entrant further represents and warrants that:

• The Songs, including the musical composition, are Entrant's original work of authorship and Entrant is the sole creator and author of the Song, including the musical composition.
• The Entry Audio is Entrant's own original work of authorship or that Entrant has all rights necessary (including from the members of Entrant, if a group) to submit the Entry Audio, including without limitation, the title or rights in any content, trademarks, and/or music featured in the Entry Audio;
• Entrant has the right to grant Sponsors the rights and licenses to use the Song, including the musical composition, and Entry Audio as set forth in these Official Rules;
• Entrant has secured the appropriate rights and licenses from any individual who created or contributed to the Entry Audio (including all managers, producers, engineers and mixers) to (a) submit the Entry Audio to the Contest and (b) grant Sponsor the right to use the Entry Audio in accordance with Section 10 ("Grant of Rights").
• There are no limits on the rights of the Entrant (or member of an Entrant, if a group) to enter this Contest; and

• No Entrant (or member of an Entrant, if a group) will enter or has entered into any agreement or assume any obligation that limits the right or ability of that Entrant (or member of that Entrant, if a group) to participate in the Contest, perform in any Performance related to the Contest, or grant to Sponsors the specified rights and licenses as contemplated herein (including any recording or publishing contract).

Each Entrant agrees to indemnify and hold the Participating Parties (as defined below) harmless from any claims, liabilities, losses, and costs (including reasonable attorney's fees) arising from any alleged breach of the above representations and warranties.

An Entrant should be able to provide, within three (3) days of request by a Sponsor or any Contest judge, all appropriate clearances, permissions, and releases necessary or reasonably requested for the Entry Audio and Song to be made publicly available and used by Sponsors in any media and for any purpose, including signed releases and licenses from the Entrant (including all members of the Entrant, if a group) and any other creative personnel who participated in creating the Entry Audio. Entrant's failure to timely provide such clearances, permissions and releases may lead to disqualification of the Entrant and their entry, in SPR's sole discretion, and forfeiture of their rights and interest in the prizes.

SPR reserves the right, in its sole discretion, to disqualify any entry if SPR or the Contest judges do not believe that such entry complies with these Entry Guidelines or any other terms and conditions of these Official Rules. SPR may (in its sole discretion) decide to allow room for minor deviations from the above representations and warranties, but only if Entrant's intent to comply with such representations and warranties is clear. SPR further reserves the right to request that an Entrant edit or re-submit an Entry Audio that SPR believes may violate third-party rights, although SPR has no obligation to make such a request or to notify any Entrant of any potential or suspect infringements or violations of third-party rights. SPR further reserves the right, in its sole discretion, to disqualify any entry it believes is not consistent with the spirit and theme of the Contest.

Entrant understands that SPR's Firehouse Sessions Contest is not affiliated with NPR's Tiny Desk Contest. Any entry to NPR's Tiny Desk Contest must be done separately. SPR is not responsible for submitting entries to NPR's Tiny Desk Concert.

6. JUDGING CRITERIA. There will be one (1) round of judging. Initially, all eligible entries that meet the requirements under these Official Rules will be reviewed by a panel of preliminary judges selected in SPR's sole discretion. Entry Audios will be judged on the following criteria:

50% – Musical Quality and Appeal
50% – Originality

The Judges will select two (2) Entrants as finalists.

7. WINNER NOTIFICATION AND ANNOUNCEMENT. SPR shall attempt to notify the potential Grand Prize Winner (as defined below), as determined by the Final Judges, by e-mail (via the e-mail address listed on the Submission Form) on or about October 21, 2023, and the potential winners will be required to respond (as directed) to the notification attempt within forty-eight (48) hours of such notification. The potential winners (or all members of the potential winner, if a group) will be required to execute and return a notarized affidavit of eligibility and liability/publicity release (where legally permissible) and other documents required by Sponsors within a reasonable amount of time, as determined by SPR in its sole discretion, including, but not limited to, SPR'sFirehouse Sessions Concert Performance Release and any clearances, permissions, releases and/or licenses in connection with the Song, including the musical composition, and Entry Audio.

If the potential winner (or any member of the potential winner, if a group) (a) does not timely respond to SPR's notification, (b) fails to timely sign and return the affidavit of eligibility and liability/publicity release (if applicable) or any other documents requested by a Sponsor, (c) fails to timely provide any documents requested by Sponsor (including clearances, permissions, licenses and/or releases, or (c) is unavailable to travel and participate in the Firehouse Sessions Performance on the date(s) specified by SPR, the potential winner may be disqualified, at SPR's sole discretion, and forfeit any and all interest in the prizes and SPR may select an alternate winner according to the Judges' results. SPR reserves the right to extend or modify the winner notification and announcement schedule as SPR deems necessary in its sole discretion to complete the verification process contemplated by these Official Rules and/or to select an alternate winner.

8. PRIZES. Two (2) Winners: The winning Entrant (including all members of the grand prize winning Entrants, if a group) will receive the opportunity to perform at SPR's studio in Spokane, WA in November 2023 on a date to be determined to perform the Songs and have those performances produced and distributed as part of SPR's Firehouse Sessions series. In addition, Entrant will receive three (3) videos to use however they like, including in the submission of NPR's Tiny Desk Contest. Winners will have their songs and a short interview aired on KPBX 91.1 FM at some point between the months of September and December 2023. Winners may have the opportunity to perform at SPR's live event occurring during the month of April 2024 at a venue to be determined by SPR (these performances, along with the Firehouse Sessions Performance, collectively the "Performances"). SPR reserves the right to cancel or postpone broadcasts at their sole discretion.

SPR will determine, in SPR's sole discretion: (a) the song list and number of songs that will be played at the Performances; (b) the exact date(s) of travel and itinerary for the Performances; (c) when and whether to hold the Performances in light of economic considerations (including the availability of sponsor support), the ongoing COVID-19 health crisis, indications of public safety, recommendations or advisories of public health authorities or agencies, rules and regulations of governmental or quasi-governmental entities, as well as other practical considerations.

In the event a Grand Prize Winner (or any member of the Grand Prize Winner, if a group) engages in behavior that (as determined by SPR in its sole discretion) is obnoxious or threatening, illegal, intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or goodwill of Sponsors or any of Sponsors' services, products, trademarks, service marks, or logos, SPR reserves the right to terminate the Performances early, and send winner (including all members, if a group) home with no further obligations or compensation whatsoever to winner, which may, in SPR's sole discretion, result in winner's disqualification from the Contest and forfeiture of any (and/or all) prize(s). In the event the winner (or any member of the winner, if a group) engages in behavior during travel or during any of the Performances that (as determined by SPR in its sole discretion) is illegal, tortious, or subjects the winner to arrest or detention, the Entrant will indemnify and hold the Participating Parties harmless from any damages, fees, fines, judgments, or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct.

9. GRANT OF RIGHTS. In consideration of an Entrant's Entry Audios being reviewed and evaluated for this Contest, each Entrant (and all members of an Entrant, if a group) hereby grants to Sponsors and their affiliates and SPR Member Stations, a non-exclusive, irrevocable, fully paid, perpetual, universal, royalty-free right and license to (a) use, copy, sublicense, transmit, distribute, publicly perform, broadcast, publish, modify, delete, publicly display, and create derivative works of such Entry Audio, or any portion thereof, and the Song and the musical composition (whether with the Entry Audio, Song, or separate) contained therein and (b) use, distribute and publicly display the name, likeness, voice, biographical information, and image of Entrant (and all members of an Entrant, if a group); in both cases in any media now known or hereafter devised and for any purpose, including advertising or promotion of Sponsors, the Contest, or entity at Sponsors' discretion without the need for further approval or compensation. In addition, Entrants hereby grant to Sponsors any synchronization, mechanical, public performance or master rights necessary to use the Song, including the musical composition, and Entry Audio in any media (including platforms that may not have blanket public performance licenses for musical compositions or sound recordings) and for any other purpose. Sponsors may modify or edit winning Entry Audios to ensure the audio quality, for length, or for any purpose that Sponsor deems necessary or desirable and by entering, the winner grants Sponsors a fully-paid right and license to make such modifications to their Entry Videos. Entrant expressly waives any moral rights in the Entry Video (including the Song).

10. DISCLAIMERS. EVERYTHING REGARDING THIS CONTEST IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. LIMITATION OF LIABILTY; INDEMNIFICATION; RELEASE. By submitting an entry, each Entrant also agrees to indemnify, defend, release, discharge, and hold harmless Sponsors and their parent companies, affiliates, subsidiaries, promotional partners, and agents, and all others associated with the development and execution of this Contest, and the officers, directors, and employees of each of the foregoing (collectively, the "Participating Parties"), 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 Entry Video and/or Song, including the musical composition.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE (I) THE PARTICIPATING PARTIES SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGE, INCLUDING WITHOUT LIMITATION FOR ANY PERSONAL INJURIES, DEATH, PROPERTY LOSS ARISING OUT OF OR CONNECTED WITH (A) THE CONTEST, (B) THE GRAND PRIZE, INCLUDING ANY TRAVEL RELATED TO THE GRAND PRIZE AND PERFORMANCES, OR (C) ANY TRAVEL OR PARTICIPATION RELATED TO THE UNAFFILIATED EVENTS; AND (II) YOUR REMEDIES FOR ANY CLAIMS RELATING TO THE CONTEST ARE LIMITED TO YOUR ACTUAL OUT-OF-POCKET EXPENSES OF PARTICIPATION IN THE CONTEST (IF ANY), BUT IN NO CASE MORE THAN $500.

To the extent permitted by applicable law, the Participating Parties assume no liability and are not responsible for, and by entering the Contest, you hereby waive and release the Participating Parties from, any actions, claims, damages, losses or injuries of any kind (collectively "Claims") arising in connection with the Contest and/or the receipt, use or misuse of the Grand Prize, including without limitation, Claims relating to: (i) the malfunction of any computer, telephone, mobile device, network, satellite, hardware, software or communications line; (ii) unauthorized human intervention; (iii) incorrect, delayed or inaccurate transmission, notifications, claims to the Grand Prize or other benefit or other information or communications relating to the Contest, or the failure to capture or transmit any such information; (iv) damage to any person's computer or mobile device; or (v) any errors in these Official Rules, notifications or other announcements or communications relating to the Contest.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES AND PURSUE ALL OTHER REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsors may prohibit an Entrant from participating in the Contest or being offered the Grand Prize if, in their sole discretion, they determine that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or any Participating Parties.

12. GENERAL TERMS AND CONDITIONS. Sponsors reserve the right, at SPR's sole discretion, to terminate, modify, or suspend this Contest in the event it is not practically capable of running the Contest as planned for reasons outside their control, including without limitation due to: an act of God; unavoidable accident; epidemic; pandemic; COVID-19; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government, governmental instrumentality, or tribunal; strike, lockout, or other labor dispute; inclement weather; the recapture of any time period scheduled for the live broadcast of a program for an event of national importance or emergency; failure of technical facilities; failure of third-party software or services; failure of essential production or technical personnel to appear or be available for production or broadcast; or other cause which corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Contest. In the event of cancellation, SPR reserves the right to not offer the prizes.

SPONSORS WILL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION, OR FUNCTION OF THIS CONTEST.

SPONSORS RESERVE THE RIGHT TO CHANGE ANY TERM OF THESE OFFICIAL RULES OR TO ADDRESS ANY ISSUE THAT ARISES WITH UPDATES OR AMENDMENTS TO THESE OFFICIAL RULES AT ANY TIME UP TO THE DATE THAT A GRAND PRIZE WINNER IS PUBLICLY ANNOUNCED.

ALL DECISIONS BY SPONSORS AND JUDGES ARE FINAL AND BINDING.

The Participating Parties are express third-party beneficiaries of Section 12 of these Official Rules.

Each Entrant agrees and acknowledges that participation in the Contest, including, without limitation, the Entrant's decision to provide the Entrant's Entry Audio to Sponsors for purposes of the Contest will not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between Sponsors and Entrant, including any talent agency or management relationship.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

13. PRIVACY POLICIES. Any personal information supplied by an Entrant to Sponsors will be collected and used by the Sponsors and its designees for the administration and fulfillment of the Contest and as otherwise described in the Official Rules.

Each Entrant agrees that SPR and the other Sponsors may share information submitted by Entrant with any other person or entity for any purpose relating to the Contest, its promotion, the coordination of live events based on the Contest, or the exercise of Sponsors' rights contemplated in these Official Rules.
Sponsors will not sell, rent, transfer, or otherwise disclose an Entrant's personal data to any third party other than as described above herein or in such Sponsor's individual privacy policy.