



Pittsburgh Community Broadcasting
2019 WYEP Singer-Songwriter Competition
Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. THIS COMPETITION IS NOT SPONSORED BY, ENDORSED BY, ADMINISTERED BY OR OTHERWISE ASSOCIATED OR AFFILIATED WITH TWITTER.

1. Timing: “2019 WYEP Singer-Songwriter Competition” (the “Competition”) begins on May 27, 2019, and ends on September 7, 2019. The Competition is made up of three (3) phases (each, a “Phase”), as follows: Phase I begins on May 27, 2019, at 12:00 a.m. Eastern Time (“ET”) and ends on June 28, 2019, at 11:59 p.m. ET (“Phase I”); Phase II begins on July 13, 2019 at 6:00 p.m. ET and ends on September 1, 2019, at 11:59 p.m. ET (“Phase II”); and the Final Phase begins on September 7, 2019, at 6:00 p.m. ET and ends on September 7, 2019, upon selection of the Final Phase potential winners (“Final Phase”) (collectively, the three (3) Phases make up the “Competition Period”). Sponsor’s computer is the official time-keeping device for the Competition.

2. Eligibility: The Competition is open only to legal residents of Pennsylvania who are at least sixteen (16) years of age or older by July 13, 2019. Employees of Pittsburgh Community Broadcasting, and any of its affiliate companies, as well as the immediate family (spouse, parents, in-laws, siblings, and children) and household members of each such employee are not eligible. Void where prohibited by law. The Competition is subject to all applicable federal, state, and local laws and regulations. Participation in the Competition constitutes participant’s full and unconditional agreement to these Official Rules and by the Sponsor’s decisions, which are final and binding in all matters related to the Competition. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. How to Enter: During Phase I, visit <http://www.wyep.org/singersongwriter> and complete the entry form for in full, including, but not limited to all contact information and preliminary round date preferences. Once you complete these steps, you will automatically receive one (1) entry into the Competition and the opportunity to move on to Phase II. Limit: One (1) entry per person during Phase I. Any attempt by any participant to obtain more than the stated number of entries will void all of the participant’s entries and that participant will be disqualified. In the event of a dispute as to any email address, the authorized account holder of the email address used to register for such email address will be deemed to be the participant.

4. Winner Selection and Notification:

A. Phase I: On or around July 2, 2019, Sponsor will randomly select eighty (80) Phase I potential winners from among all eligible entries received during Phase I. The drawing will take place at Sponsor’s address as set forth below. Potential winners need not be present. Potential winners will be notified by email at the email address submitted for entry on or about the date of the drawing. Except where prohibited, each potential winner (or his/her parent/legal guardian if participant is a minor in his/her state of residence) may be required to sign and return to the Sponsor,



within ten (10) days of being notified, an Affidavit of Eligibility, Liability & Publicity Release, in order to move forward to Phase II. If a winner has not reached the age of majority in Pennsylvania, then the prize will be awarded in the name of his/her parent or legal guardian. If a potential winner cannot be contacted within five (5) days of the first attempt to contact him/her or if he/she fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period, potential winner will not move forward to Phase II and an alternate participant will be selected in his/her place in a random drawing from all remaining Phase I entries. The odds of being selected as a Phase I potential winner are equal to eighty (80) divided by the number of eligible entries received during Phase I.

B. Phase II: The eighty (80) Phase I winners will be divided at Sponsor's sole and absolute discretion into four (4) groups, with each group to perform separately in one (1) of the following preliminary rounds (each, a "Preliminary Round"):

Deuschtown Music Festival: Saturday, July 13, 2019 at 6 p.m.

Vine Rewind: Saturday, July 27, 2019 at 6 p.m.

Clearview Commons Park: Saturday, August 10, 2019 at 6 p.m.

South Side Works (Town Square Stage): Saturday August 24, 2019 at 6 p.m.

Each Phase I winner will be required to perform his or her own original material; covers are not permitted. Phase I winners who do not present original material will be disqualified and will not be eligible to move forward to the Final Phase. Each Phase I winner will have up to five (5) minutes to perform one (1) original song in front of a live audience during his/her assigned Preliminary Round. All performances will be recorded digitally and posted on YouTube.

Following the conclusion of each Preliminary Round, a panel of qualified judges, as determined by Sponsor in its sole discretion, will select three (3) Phase II potential winners to move forward to the Final Phase based on the following criteria ("Judging Criteria"):

- Musicality (25%)
- Quality of songwriting (25%)
- Lyric writing (25%)
- Performance (25%)

In the event of a tie, the Phase II winner having received the highest score in the Performance category will be deemed the potential winner. The potential Phase II winners will be notified at the end of the night of each Preliminary Round.

At each Preliminary Round, one (1) other Phase II performer who was not selected to move forward by the judges will be selected to advance to the Final Phase by popular vote, conducted via Twitter. Twitter voting will commence at 11:59 p.m. ET each Sunday following the respective Preliminary Round and end at 11:59 p.m. ET the following Sunday (8 days per voting period). The winner of the popular vote for each Preliminary Round will be announced on Twitter (following confirmation) and posted at <http://www.wyep.org/singersongwriter> and the selected winners must contact Sponsor as instructed to move forward to the Final Phase.



C. Final Phase: The sixteen (16) Phase II winners will perform separately during the Final Phase event (“Final Round”):

Market Square, Saturday, September 7 at 6 p.m.

Each Phase II winner will be required to perform his or her own original material; covers are not permitted. Phase II winners who do not present original material will be disqualified. Each Phase II winner will have up to ten (10) minutes to perform two (2) original songs in front of a live audience.

Following the conclusion of the Final Round, a panel of qualified judges, as determined by Sponsor in its sole discretion, will select three (3) Final Phase potential winners and will select the potential winners in first, second, and third place based on the following criteria (“Judging Criteria”):

- Musicality (25%)
- Quality of songwriting (25%)
- Lyric writing (25%)
- Performance (25%)

In the event of a tie, the Final Phase potential winner having received the highest score in the Performance category will be deemed the potential winner. The potential Final Phase winners will be notified at the end of the Final Round.

For All Entries/Performances: Songs must be original and written by the performer. All performances are live and solo with no bands and no backing vocals. Sound support will be provided, but performers must bring their preferred instrument to accompany themselves, or may bring one accompanist with instrument at their own expense. Accompanist cannot provide backing vocals. It is permissible for performers to play two instruments at the same time (for example: a guitar and harmonica). Each Preliminary Round and Final Round will take place outdoors. In the event of inclement weather, the performances will take place at WYEP’s Community Broadcast Center, 67 Bedford Square, Pittsburgh, PA 15203. In the event of either relocation or rescheduling, Phase I and Phase II winners will be notified by email of the new date and/or location as soon as the information is available.

5. Prizes: FIRST PLACE PRIZE: One (1) first place winner will receive a First Place Prize package consisting of (i) one (1) Backstage Guitars gift card; (ii) one (1) day of studio time at The Church Recording Studio; (iii) performance gig at Local 913 Live in November, First Night; and (iv) one (1) on-air Local 913 feature. Approximate Retail Value (“ARV”) of First Place Prize: \$1,500.

SECOND PLACE PRIZE: One (1) second place winner will receive a Second Place Prize package consisting of (i) one (1) Backstage Guitars gift card; (ii) performance gig at Local 913 Live in November, First Night; and (iii) one (1) on-air Local 913 Guest DJ set. ARV of Second Place Prize: \$400.

THIRD PLACE PRIZE: One (1) third place winner will receive a Third Place Prize package consisting of (i) one (1) Backstage Guitars gift card; and (ii) performance gig at Local 913 Live in



November, First Night. ARV of Third Place Prize: \$530.

Total ARV of All Prizes: \$2,430. FOR ALL PRIZES: No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winner is responsible for all federal, state and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded “as is” with no warranty or guarantee, either express or implied offered by Sponsor. Winner must comply with all terms and conditions of these Official Rules in order to claim a prize.

6. Publicity: By entering the Competition and/or accepting prizes, each entrant grants to Sponsor (and its licensees and partners) a non-exclusive, worldwide, royalty-free, perpetual license to edit, publish, promote, republish at any time in the future, and otherwise use entrant’s name, likeness, biographical information, submission and any other information or materials provided by entrant, in any and all media now known or hereinafter devised, without territorial restriction (except where prohibited by law), for possible editorial, publicity, promotional or advertising purposes, without further permission, notice or compensation (except where prohibited by law). All submissions, including submission file and content, if applicable, will become the property of Sponsor, and may be used by Sponsor for commercial purposes without payment of any kind to the participating entrants. Each entrant agrees to irrevocably and unconditionally transfer and assign to Sponsor all rights to all information submitted during the Competition, and agrees to execute and deliver such documents, certificates, assignments and other writings, and take such other actions as may be necessary or desirable to vest in Sponsor the ownership rights granted to Sponsor hereunder.

7. General Conditions: Sponsor is not responsible for problems with the submissions, including, but not limited to, lost, late, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified. Sponsor reserves the right, in its sole discretion, to modify, suspend, or cancel the Competition, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Competition, as determined by Sponsor in its sole discretion. In such event, Sponsor will select the winner(s) from the entries received prior to the modification, suspension, or cancellation. Sponsor agrees to take such action in a fair and appropriate manner. In addition, Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the submission process or the operation of the Competition or to be acting in violation of these Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any other participant’s submission or undermine the legitimate operation of the Competition is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

8. Release and Limitation of Liability: BY RECEIPT OF ANY PRIZE, WINNER AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, TWITTER, INC., AND ANY PROMOTIONAL PARTNERS, OF EACH OF THEIR PARENT, SUBSIDIARY, AFFILIATE AND RELATED COMPANIES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS,



DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE “RELEASED PARTIES”) FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIM OR CAUSE OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF PARTICIPATION IN THE COMPETITION OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE COMPETITION, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants or by any of the equipment or programming associated with or utilized in the Competition; (2) unauthorized human intervention in any part of the entry process or the Competition; (3) technical or human error which may occur in the administration of the Competition or the processing of Competition submissions, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (4), late, lost, undeliverable, or damaged mail; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant’s participation in the Competition or receipt or use of any prize or while traveling to or from any prize-related activity. Each winner also further acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize or this Competition including but not limited to quality, condition or fitness for a particular purpose. If for any reason a participant’s submission is confirmed to have been erroneously lost, or otherwise destroyed or corrupted, participant’s sole remedy is another submission and thereby another entry into the Competition. No more than the stated number of prizes will be awarded.

9. Disputes: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Competition or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts located in the Commonwealth of Pennsylvania, U.S.A.; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition but in no event attorneys’ fees; and (iii) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual 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, or the rights and obligations of the participant and Sponsor in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania, U.S.A.

10. Sponsor: 91.3 WYEP, a service of Pittsburgh Community Broadcasting, 67 Bedford Square, Pittsburgh, PA 15203.



11. Participant's Personal Information: Information collected from participants is subject to the Sponsor's Privacy Policy, available at <http://wyep.org/privacy-terms-of-use>.

12. Winners' List: For each winner's name, send a self-addressed, stamped envelope, along with a request to "2019 WYEP Singer-Songwriter Competition", Pittsburgh Community Broadcasting, 67 Bedford Square, Pittsburgh, PA 15203, Attn: Nick Wright. Requests must be received by November 15, 2019.

This Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter. Information is being provided to Sponsor, not Twitter.



2019 WYEP Singer-Songwriter Competition

Abbreviated Rules

Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Enter Competition by: 6/28/19. To enter and for Official Rules, visit <http://www.wyep.org/singersongwriter>.

Abbreviated Rules for online Ads – Not a Banner; offline advertisements, entry forms

NO PURCHASE NECESSARY. Legal residents of PA, 16 years of age or older by 7/13/19. Enter Competition by: 6/28/19. To enter and for Official Rules, including odds of winning and prize descriptions, visit <http://www.wyep.org/singersongwriter>. Void where prohibited. Sponsor: 91.3 WYEP, a service of Pittsburgh Community Broadcasting, 67 Bedford Square, Pittsburgh, PA 15203.