

## **Official Contest Rules**

### **“How Sweet The Sound” Gospel Music Competition**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.**

**“SHARING,” “LIKING,” “RETWEETING,” OR OTHERWISE LINKING TO OR FORWARDING THE CONTEST INFORMATION ON SOCIAL MEDIA, VIA EMAIL, OR IN ANY OTHER ONLINE OR OFFLINE MANNER IS NOT A REQUIREMENT OR PART OF THIS CONTEST AND WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND OTHER COMMONWEALTHS, TERRITORIES AND POSSESSIONS), 18 YEARS OR OLDER.**

#### **1. ELIGIBILITY:**

- a) The “How Sweet The Sound” gospel music competition (the “Contest”) is open only to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico, the U.S. Virgin Islands, and other commonwealths, territories and possessions) 18 YEARS OR OLDER as of September 13, 2021. Entrants can enter the Contest as an individual or as a team consisting of up to the total number of members specified in the description of each Contest category below. Teams with individuals who do not meet the age and residency requirements will be disqualified, and their submissions will be void. For purposes of these Official Contest Rules (the “Official Rules”), individuals and teams who submit Contest entries will collectively be referred to as "Entrants."
- b) All members of an Entrant must either (i) be a United States citizen; (ii) be a legal permanent resident of the United States; (iii) possess a current employment authorization card (EAD card) or have unrestricted employment authorization; or (iv) be in the United States legally at the time of the initial audition. All members of each Entrant will be required to show proof of unrestricted employment authorization or have appropriate visa status in the United States that allows them to compete in the Contest prior to the Finals.
- c) Employees, and their immediate families (spouses, parents, children, siblings, and their respective spouses), including household members of Gentle Giant Music Ministries LLC (the “Sponsor”) and its respective affiliates, subsidiaries, divisions, advertising and promotion agencies are not eligible to enter. This Contest is subject to all federal, state and local laws.

- d) By entering this Contest, each Entrant agrees to release and hold harmless Sponsor and its respective parent companies, affiliates, subsidiaries, agencies, employees, officers, directors, representatives, and advertising and promotion agencies from any injury, loss, death, damage, action, claim, demand or other liability that may occur from Entrant's participation in this Contest or from the acceptance or use of any prize awarded, or attendance at any event. Sponsor reserves the right to verify eligibility qualifications of any winner. U.S. law governs this Contest. By entering, Entrants agree to be bound by these Official Rules.
- e) No Entrant (nor any of its members) may be a party to a music recording contract or any other contractual arrangement that would prohibit or constrict the Entrant or any of its members from (i) entering this contest (ii) allowing their performance to be recorded, exhibited, broadcast and used as described in these Official Rules, or (iii) granting the rights granted in these Official Rules.
- f) Entries will be considered ineligible if, at the sole discretion of the Sponsor, they do not follow the directions described in these Official Rules, or if they contain language or images that are in any way threatening, abusive, offensive, defamatory, invasive of another's privacy, in breach of confidence, embarrassing to any person or likely to deceive any person, hateful, blasphemous, pornographic, or racially, ethnically or otherwise objectionable or which constitutes or encourages conduct that would be considered a criminal offense or otherwise contrary to any law or appear contrary to the spirit of the Contest.
- g) By submitting an Entry, each Entrant warrants and represents that it, he or she consents to the submission and use of the entry in the Contest, and to the Sponsor possibly posting information of the entry on its internet sites in connection with the Contest.

## 2. HOW TO ENTER:

- a) This Contest begins at 4:00 p.m. PST September 13, 2021 and ends at 3:00 p.m. PST December 31, 2021 (the "Entry Period") and consists of three (3) phases. The Sponsor is not responsible for late or unsuccessful attempts to enter. The Sponsor reserves the right to allow for minor fluctuations between the timing of an Entry and the actual runtime of the Contest, based on clear intent to comply with the Official Rules, as determined in the Sponsor's sole discretion.
  - **Phase 1:** During the Entry Period, log on to <https://howsweetthesound.submit.com/show/7>, fill out the online registration form and upload an original video in the chosen category (the "Entry"). The Entry may not exceed three (3) minutes in total duration. Videos must be filmed in widescreen (no vertical video will be accepted) and the video file must not exceed 3 GB. Each Entrant

may submit an Entry in only one Contest category. Only one Entry per Entrant will be considered. Each Entry must feature Entrant only. The Entry must feature one of the songs listed on the Contest Official Song List. The Entry must not contain material that violates or infringes upon another person's rights, including, but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement. Without limiting the foregoing, Entry must not include any third-party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures.

- **The Entry must adhere to the following guidelines for the applicable Contest category:**

#### **Large Choir Category**

- Entrant must consist of a minimum of 20 members and cannot exceed 50 members (inclusive of all choir members, musicians, band members and directors).
- Each performing member must be regular, active members of the choir.
- Live accompaniment is encouraged; however, only recorded instrumental accompaniment, not vocals, is permitted. The use of stacked or background vocals during the competition will result in disqualification from the competition.

#### **Small Choir Category**

- Entrant must consist of a minimum of 8 members and cannot exceed 19 members (inclusive of all choir members, musicians, band members and directors).
- Each performing member must be regular, active members of the choir.
- Live accompaniment is encouraged; however, only recorded instrumental accompaniment, not vocals, is permitted. The use of stacked or background vocals during the competition will result in disqualification from the competition.

#### **Soloist Category**

- Entrant must consist of a single, individual member.
- No live accompaniment is permitted. Only recorded instrumental and/or vocal accompaniment is permitted.

#### **Dance Category**

- Entrant must consist of a minimum of 1 member and cannot exceed 6 members.
- No live accompaniment is permitted. Only recorded instrumental and/or vocal accompaniment is permitted.

- **Phase 2:** On January 11, 2022, Sponsor will select the top four (4) finalists (the “Finalists”) in each category from amongst all eligible Entries received during the Entry Period based on (i) presence [including, without limitation, enthusiasm, connection with audience, and general appearance (poise, uniformity, and professional behavior)] – 30%, (ii) technical merit [including, without limitation, diction (clarity, naturalness, purity of vowel, and articulation of consonants), ensemble’s tone, quality, consistency, projection [beauty, freedom, vitality, resonance, color], choir blend, and entrances), rhythmic accuracy (control, balances, releases, precision, and evenness of vocal line [voice, control, and full use of vocal range]), and conductor’s abilities (awareness of musical elements and choir communication)] - 40%, and (iii) originality/interpretation (including, without limitation, dynamics/style, expression/artistry and musical interpretation). – 30%.
- **Phase 3:** The Finalists will compete live at The Bon Secours Arena in Greenville, South Carolina (the “Event Venue”) on June 4, 2022, at 7:00 pm EDT where a panel of judges will score the Finalists in each category using the same criteria specified in Phase 2 (the “Finals”).

### **Phase 3 - Finals - Music & Production Requirements**

- Sponsor will provide an official song list for the Finals (the “Finals Song List”) on or before January 18, 2022. Each Finalist’s performance must feature a song from the Finals Song List.
- Each Finalist will have no more than five (5) minutes for their performance at the Finals. Performances exceeding five (5) minutes will result in a score deduction of ten (10) points for every ten (10) seconds (or portion thereof) exceeding the five (5) minute allotment.
- Each Entrant is responsible for its own music accompaniment. Sponsor will provide 2 Keyboards, Organ, Drum Set, & Amplification.
- Finalists must be able to provide a contact person for all production related needs. This individual must be prompt in all correspondence with the production manager & sound engineers. All production related information will be due no later than Friday May 27, 2022 at 5pm EDT.

- No pre-recorded vocal tracks are allowed in the Large Choir or Small Choir categories of the competition. If tracks are used, they must be provided to the production manager and/or sound engineer by designated date.
- The Finalist with the highest cumulative score in each category will be selected as the winner (the “Winner”) of the applicable category. In the event of a tied score, the Entrant with the higher score in the technical merit category will be deemed the winner. If the Entrants have a tied score in the technical merit category, the choir with the higher score in the presence category will be deemed the winner. In the case that the choirs have the same score in the presence category, then the judges will make a decision of the winner at their sole discretion. The decisions of the judges are final and binding in all aspects.
- Finalists are solely responsible for their own transportation to and from Greenville, South Carolina (including without limitation, air and ground transportation), within Greenville, South Carolina during their stay, and for their own lodging/accommodations while attending the Finals. Notwithstanding the foregoing, Sponsor shall provide ground transportation to and from the Event Venue on the day of the Finals for Finalists within a 30-mile radius of the Event Venue. If any Finalists’ ground transportation to and/or from the Event Venue produces undue hardship or costs to Sponsor, Sponsor reserves the right to cancel the ground transportation for such Finalist. In the event Sponsor cancels ground transportation for any Finalist, transportation to and/or from the Event Venue shall be the sole responsibility of the Finalist.
- Finalists must arrive in Greenville, South Carolina in sufficient time to be available at the Event Venue for sound check on June 4, 2022, beginning at 9:00 am EDT. Finalists must provide Sponsor with written confirmation of travel arrangements for all members of Finalist on or before April 15, 2022. In the event a Finalist fails to secure and confirm adequate travel arrangements, Sponsor reserves the right to disqualify such Finalist and either select the next highest scoring Entrant to compete in the Finals or move forward with the Finals without Finalist (i.e. with less than four (4) Finalists in the applicable category).

### 3. CONDITIONS OF ENTRY:

- a) An eligible entry must be received as described above. Incomplete entries are void. By entering, Entrants agree to the terms of these Official Rules, including all eligibility requirements. To enter, your computer must accept cookies, or any successor or similar technology (now known or hereafter devised or discovered), which may be used by Sponsor for the purposes of entry tracking and as set forth in Sponsor's Privacy Policy. The Entry will be deemed to have been submitted by the authorized account holder of the e-mail address from which the entry is made. Sponsor is not responsible or liable for lost, stolen, mutilated, incomplete, incorrect, delayed, late, interrupted illegible or misdirected entries. All entries become the property of Sponsor and will not be acknowledged or returned.
- b) Entrants may be: (i) a legal entity that has been granted the right to furnish the services and use the names and likeness of all choir members, or (ii) associated/affiliated with a legal entity that has granted the Entrant permission to use the name and tax identification number of the Legal Entity in connection with the Contest, (a "Legal Entity"). In the event an Entrant with multiple members is not a Legal Entity, each member of such Entrant must provide their social security number during the registration process. Each choir Entrant must designate a representative who is a member of the choir. ("Choir Representative") who shall be the spokesperson on behalf of the choir and responsible for the submission of all required information and documentation.
- c) By submitting an Entry, the Entrant represents and warrants that the Entrant has obtained permission from each person whose name, image, likeness, or voice ("Likeness") is included in the Entry, and that such person(s) have granted the Entrant all necessary rights to use the person's Likeness as described in these rules, and that the Entrant can make written copies of such permissions available to the Sponsor upon request.
- d) Failure to adhere to the following conditions may result in disqualification from the Contest:
- Videos, musical selections and Entrant clothing must not contain any content/information that is abusive, racist, sexist, homophobic, vulgar, obscene, pornographic, indecent, offensive, threatening, defamatory, libelous or otherwise objectionable or that promotes such against any individual or group. Content may not be sexually explicit, reflect any illegal activity, or be deemed inappropriate by Sponsor and/or it's judges.
  - For the Large Choir and Small Choir categories:
    - No assistance by anyone other than the choir director may be given to the choir during the performance. Any such assistance overseen by any of the judges and/or reported by two or more individuals and verified may be cause for

automatic disqualification. This includes performers added to the group without prior notice and approval by the production manager.

- An individual may not compete in more than one choir.
  - A Finalist must not be deemed a late arrival. A late arrival is defined as "15 minutes late from determined arrival time with the production manager unsuccessful in reaching group contact by phone".
- e) Sponsor assumes no responsibility for any computer, technical, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability, or garbled or jumbled transmissions, or service provider/Internet/website/use net accessibility or availability, traffic congestion, or unauthorized human intervention. Sponsor reserves the right to modify, suspend, or terminate the promotion in whole or in part by giving such notice, in any form and manner deemed appropriate by Sponsor. In the event an insufficient number of eligible entries are received or Sponsor is prevented from awarding the prize or continuing with the Contest as contemplated herein by any event beyond its control, including, without limitation, fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control ("Force Majeure"), Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated for Force Majeure no prizes will be awarded.

#### 4. PRIZES:

- a) Four (4) Finalists in each category will receive the opportunity to perform live on the "How Sweet The Sound" finals scheduled on June 4, 2022 in Greenville, Georgia. One (1) Winner in each category will be selected by a panel of judges to receive a cash prize in the amount listed for the applicable category:
- Large Choir - \$10,000
  - Small Choir - \$5,000
  - Soloist - \$2,500
  - Dance - \$2,500
- b) Sponsor reserves the right to substitute a prize of equal or greater value. The prize does not include any expenses not specifically listed herein. Any federal and state taxes on the prize are

the sole responsibility of the Winners. No substitution or transfer of prizes permitted, except at the sole discretion of Sponsor. If any Entrant or Finalist is disqualified or found to be ineligible for the contest, Sponsor reserves the right to determine an alternate Finalist or Winner or not to award the prize, at its sole discretion. The time of the prize distribution will be provided to Winners in the prize acceptance documents but will not be earlier than thirty (30) days from Sponsor's receipt of prize acceptance documents from each Winner.

5. DETERMINATION OF WINNER: Four (4) potential Finalists in each Contest category will be selected by Sponsor on January 11, 2022, from amongst all eligible Entries received during the Entry Period based on the judging criteria listed in Section 2 above. **All Finalists are subject to a background check in order to confirm their participation as a Finalist.** The Finalists will perform live during the Finals. The Finalist with the most cumulative votes in each category will be selected as the Winner in the applicable category. The voting process shall be conducted by a panel of judges under the supervision of Sponsor. The judges shall choose the Finalists and Winners in their sole discretion whose decision is final and binding.

6. GENERAL CONDITIONS: The potential Finalists will be required to sign and return an Affidavit of Liability and Publicity Release and any other documents sent by Sponsor within three (3) days of notification. Failure to return the documents as specified, if participation documents are returned as undeliverable, or if unable to travel during the specified timeframes will result in the entry being disqualified, and an alternate potential Finalist may be selected. Where permitted by law, the Finalists and Winners agree to grant to Sponsor and Sponsor's licensees, affiliates and assigns, the right to print, publish, broadcast and use, worldwide, in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, its/his/her video clip, name, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews as may be determined by Sponsor. Failure to make such appearances or grant such rights may result in disqualification and an alternate potential finalist or winner may be selected; and while not obligated to do so, Sponsor may in its sole discretion, bear such reasonable costs and expenses which Sponsor, in its sole discretion, deem appropriate for the Finalists and Winners to appear for a presentation or other activity. Further, by accepting the prize, the Finalists and Winners agree to release and hold harmless Sponsor, and its parent, subsidiaries, licensees, affiliates, subsidiaries, advertising and promotion agencies, and their respective



directors, officers, employees, representatives, and agents from any and all liability for any injuries, loss, or damage of any kind to person, including death, and property arising whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in any Contest related activity, or participation in this Contest. Odds of winning depend on the number of eligible entries received. IN NO EVENT WILL SPONSOR, AND ITS PARENT, SUBSIDIARY, LICENSEES, AND OR AFFILIATES AND RELATED COMPANIES, THEIR SPONSORS, ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO USE OF INTERNET SITE [www.HOWSWEETTHESOUND.COM](http://www.HOWSWEETTHESOUND.COM) OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE 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 EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. Sponsor reserves the right, in its sole discretion, to disqualify any individual they find, in their sole discretion, to be tampering with the entry process or the operation of the Contest or website; to be in violation of the Terms of Service of the Sponsor's web site, to be acting in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed, or like entry methods will void all such entries by such methods. In the event of a dispute as to entries submitted by multiple users having the same e-mail account, the authorized subscriber of the e-mail account used to enter the Contest at the actual time of the entry will be deemed to be the participant and must comply with these rules. Authorized account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization, which is responsible for assigning email addresses email, addresses or the domain associated with the submitted e-mail address. Sponsor reserves the right to cancel or terminate the Contest at any time without prior notice and without cause. In particular, the Sponsor may exercise this option if, for technical reasons (e.g. computer viruses, hardware /software vulnerabilities or errors) or legal reasons, a smooth and proper execution of the

Contest cannot be guaranteed. If such termination is due to the conduct of an Entrant, the Sponsor may demand compensation from that person for any damages incurred.

7. DISPUTES: As a condition of participating in this Contest, Entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in the State of New York having competent jurisdiction, which Court shall apply the laws of the State of California without regard for doctrines of Conflict of Law. Further, in any such dispute, under no circumstances will Entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorney's fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and Entrant further waives all rights to have damages multiplied or increased.

8. WINNER'S LIST: The name of the Winners, available after August 4, 2022, shall be posted at [www.howsweetthesound.com](http://www.howsweetthesound.com).