

# AT-HOME KARAOKE KING AND QUEEN CONTEST

**NO PURCHASE NECESSARY.**

**I. SPONSOR:** American Broadcasting Companies, Inc. ("ABC" or "Sponsor").

**II. ELIGIBILITY:** Entrant must be 18 years of age or older and a legal resident of the 50 United States or the District of Columbia.

Entrant must be a *bona fide* amateur, and as such may not: (a) have been employed as a performer on an audio book or as a royalty artist on a sound recording which has been commercially released by a major label or a *bona fide* independent label; (b) have two or more credits in television (including free television, pay television, basic cable or direct-to-video) or in a professional stage play (e.g. Broadway, Off Broadway); (c) have had 13 or more weeks employment as a performer in radio in a major market; or (d) have been paid to appear as a principal performer, announcer, singer or dancer in a national television or radio commercial or interactive game.

Additionally, Entrant may not currently have any of the following: (a) a contract for talent representation; (b) a current music recording contract; (c) an exclusive acting contract; or (d) any other contractual agreement that would prohibit them from participating.

Entrant must **not**: (1) be a candidate for public office; (2) have been convicted of a felony; or (3) be participating in any other televised singing competition or other program or competition that might interfere with Entrant's ability to participate.

Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for ABC or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the contest or supplying the prizes, and their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year. Eligibility requirements are subject to change at Sponsor's sole discretion. All of the Sponsor's eligibility determinations are final and not subject to appeal.

**Carefully read the Official Rules and the [Terms of Use](#) , and then click the check box signifying that you have read, fully understand and agree to these Official Rules and the Terms of Use. IF YOU DO NOT CHECK THE BOX INDICATING YOUR AGREEMENT TO THE OFFICIAL RULES AND TERMS OF USE YOU WILL NOT BE ELIGIBLE TO PARTICIPATE IN THE CONTEST OR WIN THE PRIZE.**

**III. HOW AND WHEN TO ENTER:** During the Contest Entry Period, (Monday, August 12, 2011 to Tuesday, August 23, 2011), you can enter by visiting [www.karaokebattleusa.com](http://www.karaokebattleusa.com) or [www.Facebook.com/karaokebattleusa.com](http://www.Facebook.com/karaokebattleusa.com) and follow the instructions provided to complete the registration process and upload your video performance of ***either*** "Girls Just Want To Have Fun" ***or*** "Unchained Melody" ("Entry"). A karaoke audio version of each song will be available at [www.karaokebattleusa.com](http://www.karaokebattleusa.com), entrants are to record themselves (audio and video) performing to one of the two tracks and submit that recording of the performance as their entry.

Video file must be uploaded through and submitted via a Facebook video or YouTube video. Video must be no more than 30 seconds longer than the time of the karaoke audio version used to support their performance.

Entries must not include any activities that may appear illegal, inappropriate, unsafe or dangerous and all Entries must be received by 12:00pm EST Tuesday, August 23, 2011 to be considered. Limit one (1) Entry per person for the duration of the contest. Multiple entries submitted from any person or email address may be void. For purposes of these Official Rules, "receipt" of an Entry occurs when Sponsor's servers record the Entry information resulting from contestant

clicking the "submit" button. Any automated computer receipt (such as one confirming delivery of Entry) does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules. Entries generated by script, macro or other automated means or Entries generated by means which subvert the entry process will be void.

By submitting an Entry, entrant hereby grants permission for his/her Entry to be posted on Sponsor's websites, and any other websites as designated by the Sponsor, for viewing by visitors to the website and as otherwise used as set forth in these Official Rules. Sponsors, their representatives, agents, and/or assigns, are not responsible for any unauthorized use by third parties of any Entry. Sponsor does not guarantee the posting of any Entry. Entrants agree that they will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks, without the express consent of Sponsor in each instance.

Entry must be the original work of the entrant and must have been created for the sole purpose of entry in this contest and **must include only the entrant** performing one of the designated songs. Entries may not have previously won another competition, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. Submission must be of your own property, no trespassing. If the Entry contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from the person who has filmed the video. If any person appearing in the Entry is under the age of majority in his/her state of residence, the parent or legal guardian is required to provide permission. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. By submitting an Entry, entrant warrants and represents that he/she consents to the submission and use of the Entry in the Contest, and to their posting on [www.karaokebattleusa.com](http://www.karaokebattleusa.com) and/or [www.facebook.com/karaokebattleusa](http://www.facebook.com/karaokebattleusa).

Entries must comply with the following content guidelines to be eligible:

- Content may not be sexually explicit or suggestive, dangerous, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity;
- Content may not promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Content may not be obscene or offensive, endorse any form of hate or hate group;
- Content may not defame, misrepresent or contain disparaging remarks about Sponsor, or other products, people or companies;
- Content may not contain trademarks, logos or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Content may not contain copyrighted materials owned by others (including music, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission;
- Content may not contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Content may not communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- Content may not depict and may not itself be in violation of any law or otherwise.
- Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion. Potential Finalists may be subjected to background checks.

Entries remain the property of Sponsor and will not be returned or acknowledged. All entries will be accepted from Monday, August 12, 2011 and must be received no later than 12:00pm EST Tuesday, August 23, 2011. Limit one (1) Entry per person, per address/email address.

Sponsor is not responsible for entries that are lost, late, incomplete, damaged, misdirected, altered, or tampered with.

Mass entries or entries generated by a script, macro or use of automated methods will be disqualified. If for any reason the contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the contest, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, modify or suspend the contest. If canceled, Sponsor reserves the right at its discretion to determine the winner using all non-suspect eligible entries received up to the time of cancellation. Sponsor is not responsible for failed, partial, delayed or garbled computer transmissions, or for technical failures of any kind in connection with entries or the entry process, including but not limited to electronic malfunction or damage of any network, hardware or software. In the event of a dispute over an electronic entry, prize will be awarded to the name on the entry form, not the subscriber of the e-mail account.

IV. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED: Sponsor will judge all entries received based on: (1) quality of performance and recording; (2) potential for on-air/on-line appeal; and (3) creativity. Sponsor's judging panel will select approximately ten (10) finalists ("Finalists") on or about Thursday, August 25, 2011. The final number of Finalists to be selected will be at the sole discretion of the Sponsor.

The Finalists' entries will be posted on-line at [www.karaokebattleusa.com](http://www.karaokebattleusa.com) and [www.facebook.com/karaokebattleusa](http://www.facebook.com/karaokebattleusa) on or about Friday, August 26, 2011 and the public will be given the opportunity to vote for their favorite Finalist Entry until about Thursday, September 15, 2011. Men will be competing with men and women competing with women; the man with the highest vote tally and the woman with the highest vote tally will be selected as the Winners, pending verification.

Winner will be notified on or about Friday, September 16, 2011, by going to [www.karaokebattleusa.com](http://www.karaokebattleusa.com) and/or [www.facebook.com/karaokebattleusa](http://www.facebook.com/karaokebattleusa) and/or by a telephone call from Sponsor. Response to winner notification must be received by Sponsor within the time period specified by Sponsor.

Limit one prize per Winner for this contest. Final determination of winners is always conditional on verification of eligibility and compliance with all rules and procedures and providing any required releases. An abbreviated or otherwise shortened version of an Entry may be posted on-line as determined at the sole discretion of Sponsor; Sponsor has the sole right to edit all video entries as seen fit for website and/or broadcast.

V. PRIZES: Each of the two (2) Winners will receive: one (1) home use, pedestal style Karaoke machine; and, one (1) \$100 on-line music gift card. ARV of all prizes: \$798.

All expenses not specifically provided for herein are the winner's sole responsibility. Some restrictions may apply. Federal, state and local taxes are the sole responsibility of the winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more. Winners are not entitled to exchange or transfer prizes or to obtain cash or other substitutes, but Sponsor in its sole discretion may substitute prizes of equal or greater value. If won by a minor, prize will be awarded in parent's or guardian's name.

Sponsor is not responsible for cancellation or preemption of show/contest or for other circumstances that make it impractical or impossible to fulfill any potential element of the prize, including but not limited to any on-air or on-line presentation of submission. On-air or on-line presentation of submission has no approximate retail value, and if it becomes impractical or impossible to fulfill, Sponsor's only obligation will be to provide the prize.

VI. RELEASES: By participating, entrants agree to be bound by these official rules and the decisions of the Sponsor/Judges and/or any contest administrator, which shall be final in all respects.

By participating in the contest and/or accepting any prize that they may win, entrants agree to release American Broadcasting Companies, Inc., Facebook, Inc. their respective parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or

indirectly, from participation in the contest and/or acceptance or use of the prize. **This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.**

Entrants authorize the Released Parties to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, in any media now known or hereafter created or conceived, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Winning Entries may also be featured on-line or announced on-air all at the sole discretion of the Sponsor. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation.

By submitting entry materials, entrants certify that such materials are original and created by entrant, that entrants have the necessary rights, permission and authority to submit such materials, and, if applicable, that entrants maintain a valid copyright in the materials. Entrants acknowledge that such materials may be included and/or discussed in a broadcast, that such discussion may include statements or opinions by the broadcast talent or others about the entrants, the entrants' appearances and/or the materials, and that those statements and opinions may be considered surprising, embarrassing, defamatory or otherwise offensive or injurious to them. Entrants release the Released Parties from any actions, claims, injury, loss or damage allegedly caused, directly or indirectly, by any such statements or opinions made during a broadcast.

To claim prize winner must: (a) provide proof of winner's age, residency, and legal status; and (b) sign and return eligibility, publicity, liability, rules compliance and any other releases requested by Sponsor and (c) provide any releases related to the video submitted that is requested by Sponsor consistent with these Rules.

VII. DISPUTES: Except where prohibited, entrant agrees that : (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court in New York, NY; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorney's fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

VII. MISCELLANEOUS; WINNERS' LIST: Void where prohibited. All federal, state and local laws and regulations apply.

Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify and/or suspend the contest in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the contest as originally planned. **CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.**

Winners will be posted at: [www.karaokebattleusa.com](http://www.karaokebattleusa.com) and/or [www.facebook.com/karaokebattleusa](http://www.facebook.com/karaokebattleusa).