

Carparelli Carparelli S4 Guitar Contest - Rules and Regulations

By registering and entering this Contest, you acknowledge that you have read, understood and accept the terms and conditions below (the "Contest Rules").

Sponsor: The Sponsor of this Contest is The Being Frank Show ("Sponsor"). The Sponsor is solely responsible for conducting and administering this Contest.

1. **Contest Closing Date:** "The Carparelli Guitar Contest" ends with entries received no later than April 23, 2013 at 11:59:59 PM EST.
2. **Prize:** ONE (1) GRAND PRIZE: Carparelli S4 Guitar.

Mahogany Body, Maple Body Top, 5 Pc Maple Neck, Rosewood Fret Board, Carparelli Custom Neck Joint, Bone Nut, Locking Machine Heads, Strap Locks, Carparelli Hand-Wound Strings. Approximate value: \$2,000 including taxes and delivery.

The Grand Prize will be awarded to the person whose video of them playing their own guitar receives the most votes from our judges. The Prize is non-transferable and no substitutions will be allowed. All federal, provincial or other tax liabilities are the responsibility of the winner. Sponsor reserves the right to substitute the Prize or a Prize component with one of equal or greater value. Odds of winning: The odds of winning the Grand Prize depends on the number of Eligible Video Submissions received and the skill of the entrant in creating the Eligible Video Submission and the number of votes the Video receives from the judging panel. In addition, the Grand Prize Winner's Video may be aired on national television, subject to Sponsor's right to edit the Video at the Sponsor's sole discretion, to comply with network guidelines or for any other reason. Limit one prize per person.

3. **Eligibility:** Submitting an "Entry along with a Video of you playing a guitar" ("Submission") in this Contest is open to persons who, as of date of entry, are legal residents of Canada who have reached the age of 14 as of October 1, 2012 excluding employees, officers and directors of the Sponsor, and their respective parents, subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, judging and Contest agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, "Contest Parties"), and the immediate family members (spouse, parent, child, sibling and spouse or "step" of each) and those living in the same households of each such individual are not eligible to enter the Contest.
4. **How to Enter:** To enter, create and submit an original Video that shows you playing any guitar. **On the video you must state your name, what city you are from, and you must play an original song or guitar riff specifically for this contest.** Videos should have a maximum running time of 60 seconds. Then visit www.YouTube.com or www.NextSportStar.com and upload your video. Then visit www.beingfrank.ca and follow the links and instructions to complete and submit the registration (entry) form, including the URL and title of your video from YouTube or Nextsportstar.com, as well as a valid home mailing address, email address and phone number.

By uploading your Submission, you agree that it conforms to the Submission Guidelines and Content Restrictions as defined below and that the Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes, at its sole discretion, that your Submission fails to conform to the Guidelines and Restrictions. Entrants' Video Submission(s) may be submitted any time during the Contest Period at the Being Frank Show website www.beingfrank.ca. Entrants may submit more than one unique video submission in the Contest, but each Video must be unique and original to the entrant. All required information must be supplied for the entry to be eligible. By submitting an entry, each entrant agrees and consents to abide by the Contest Rules. In order to be eligible, Video Submissions must be submitted online via the Contest Entry Page on The Being Frank Show website www.beingfrank.ca. Any Video(s) submitted to the Sponsor and/or its representatives by any other means, including but not limited to mail, courier, or hand delivery, will not be accepted or entered into this Contest.

5. **Technical/Creative/Legal Requirements for the Video Submissions (“Video Submissions”):**

Running Time: 60 seconds maximum, including any credits. If entry is longer than 60 seconds, only the first 60 seconds will be posted on the website and judged. Any video submissions longer than 60 seconds may be disqualified in the sole discretion of Sponsor.

Technical Requirements: The maximum file size for any video file uploaded to www.NextSportStar.com is 100 MB. Video file(s) submitted must be provided in one of the following file formats: avi, mov, mpg, or wmv. If you are a winner, you will need to provide Sponsor with your Submission in its original format in order for the Submission to possibly be aired on TV.

Creative Requirements: Think of a creative idea of you playing a guitar that will make the judging panel want to vote for your video. It may be by yourself or in a group and in any location and the music can be of any genre. **But the music and/or guitar riffs have to be original.**

7. **Video Submission Guidelines and Content Restrictions**

Video Submissions must not:

1. include trademarks, logos, or copyrighted material not owned by entrant or used without permission (such as company names, music, photographs, works of art, or images published on or in websites, television, movies, or other media);
2. use individuals' names or likeness in whole or in part (including the entrant's last name) without their permission (or in the case of minors the permission of their parent/legal guardian);
3. refer to public figures;
4. contain profanity, pornographic, or sexual content, content promoting alcohol,

illegal drugs, tobacco, hateful content of any kind (including racism, sexism, etc.), content that promotes violence or harm to another living creature, or any other offensive, obscene, or inappropriate content;

5. defame, misrepresent, or contain disparaging remarks about other people or companies, including, but not limited to Sponsor;

6. promote a political agenda regardless of the political affiliation;

7. contain materials embodying the names, likenesses, photographs, or other identifying elements of any person, living, or dead without permission. Sponsor and/or its designated representatives, will review all Video Submissions received during the Contest Period and the Sponsor and/or its designated representatives will only include those Video Submissions in the Contest that conform to these Contest Rules, as determined by the Sponsor in its sole discretion ("Eligible Video Submissions"). Video Submissions that do not comply with these Contest Rules, as determined in Sponsor's sole discretion, will be disqualified from the Contest. Decisions of the Sponsor with respect to all aspects of this Contest are final and binding. In the event that an entrant's Video Submission is disqualified by Sponsor and/or its designated representatives, the Sponsor will remove the video from the Contest without further notice to Contest entrants.

8. **Entry Terms:** Void where prohibited. By entering, and as part of the Contest Rules, entrants agree to comply with the Contest Rules, and Sponsor's privacy policies located at (www.beingfrank.ca) and entrant warrants that his or her idea and Video Submission, and all elements thereof, satisfy and abide by the Contest Rules and Sponsor's requirements, including, without limitation, that the Video Submissions:

1. are the original work of the entrant;

2. have not, in whole or in part, been previously published or won an award or prize of any kind;

3. do not infringe or violate the rights of any third party, including but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property rights;

4. are not subject to any third party agreements, and that the Sponsors will not be required to pay or incur any sums to any person or entity as a result of their use, exhibition or exploitation of the idea or video or elements therein;

5. he/she has obtained any required permits from local authorities and other permissions (including but not limited to permissions for people to appear);

6. do not contain any content that is likely to be considered offensive by Sponsor or could adversely affect the name, reputation, or goodwill of the Sponsor.

Entries may only be submitted by a single Registered User. Group entries will not be accepted (e.g., although different individuals might have taken part in the making of a Video Submission, and more than one individual may appear in the Video Submission). The individual who submits the Video Submission will be considered the entrant for the purposes of this Contest and any third parties featured in the video are not entitled to receive the prize or a portion thereof, or any further compensation from Sponsor for their participation. Video Submissions submitted in the name of more than one entrant or in the name of a company, partnership, organization or the like will be disqualified. In the event that more than one individual submits the same Video Submission or a Video Submission that is substantially similar to a previously submitted Video Submission, the entrant who first submitted the Video Submission will be considered the entrant for the purposes of the Contest and any subsequent submissions will be disqualified.

By entering the Contest, each entrant represents and warrants that he or she has obtained all of the rights, licenses, and permissions in writing from each person (or from parent/legal guardian if person(s) in the Video Submission are considered minors in their province of residence) who appeared in or helped to create the Video Submission. If Sponsor determines in its sole discretion that an entrant has breached a representation or warranty, the Video Submission will be removed from the Website and will be disqualified.

NOTE: Parents and/or legal guardians may withdraw their consent at any time to allow their minor children to appear in a Video Submission or enter the Contest. In the event that a parent and/or legal guardian contacts Sponsor and/or its representatives to request that their minor child's image be removed from a Video Submission or that their minor child's Video Submission be removed from the Contest, the Video Submission in question will be removed and disqualified. In the event that the parent/legal guardian contacts the entrant directly to withdraw their consent for their minor child to appear in the Video Submission, entrant shall be required to contact Sponsor to have the Video Submission removed from the Contest and the Website.

Sponsor respects the intellectual property rights of others and will prohibit entrants from uploading, posting or otherwise transmitting any materials that violate another party's intellectual property rights. In the event that Sponsor and/or its agents or representatives receive notification of alleged intellectual property infringement, Sponsor and/or its representatives may, at their sole discretion require entrant to provide confirmation that they have received third party consent to use the infringed materials and/or remove the Video Submission and disqualify the entrant from the Contest.

At its sole discretion and selection the Sponsor may choose Eligible Video Submissions, in whole or in part, entered during the Contest Period and feature it on YouTube, Facebook, www.beingfrank.ca and other affiliated websites without obtaining the further consent of the entrant. Airing or use of the Video Submission is at Sponsor's discretion. There is no retail or other value associated with airing or use of the Video Submissions and no compensation will be paid to the entrant or any participants contained in the Video Submission(s).

Neither the Sponsor, nor any of its respective parents, subsidiaries, affiliates and each of its respective officers, directors, shareholders, agents and employees, nor any Internet access providers (collectively "Released Parties") are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the Website, for problems

uploading or downloading any Contest-related materials from the website, or for late, lost, damaged, misdirected, incorrect or incomplete entry. For purposes of these Contest Rules, receipt of entry occurs when Website servers successfully receive the uploaded Video Submission and record the required entry information. Any entry information collected from the Contest shall be used only in a manner consistent with the consent given by entrants at the time of entry, with these Contest Rules, and the privacy policies of the Sponsor.

9. **Judging:**

Prize(s):

After the Contest Period has ended, a judging panel, as selected by Sponsor ("Panel"), will determine the potential winner of the Grand Prize. All Eligible Video Submissions will be evaluated and judged by the Panel based on originality, skill, creativity.

In the event of a tie, all tied entries will be judged by the Panel on creativity, skill and overall good sound of the guitar playing in the Video Submission to break the tie.

The Panel's decisions are final and binding in all matters relating to this Contest.

10. **Potential Winner(s) Notification:** The potential winner will be notified by telephone and/or email and will be required to correctly answer a mathematical time limited skill-testing question and sign and properly execute a declaration form confirming compliance with the Contest Rules, accepting such prize as offered, and releasing Sponsor and Releases from any liability with respect to the Contest and return it via email or facsimile (and subsequently return the originals by mail per instructions to be provided). If Sponsor and/or its representatives are unable to contact the Potential Winner, the documents sent by any means to a potential winner are returned as undeliverable or if a potential winner fails to correctly answer the skill testing question or properly execute and return any and all documents described herein within the time noted, or if a potential winner is found not to be eligible or not in compliance with these Contest Rules, the potential winner will be disqualified and, at the sole discretion of the Sponsor, the next highest scoring Eligible Video Submission may be selected as a potential winner at the sole discretion of the Sponsor. This process will continue until the prize is awarded.

If a potential winner is under the age of majority in the province or territory in which they reside, a parent, legal guardian or other authorized legal representative of such person must sign the declaration form and release of liability satisfactory to Sponsor. The Prize will also be awarded to the Potential Winner's parent, legal guardian or other authorized legal representative.

11. **Determining Winners:** If Sponsor does not receive a sufficient number of eligible and qualified entries, Sponsor reserves the right to randomly select a winner from all eligible submissions at the Sponsor's discretion. Upon receipt by Sponsor of the executed document(s) required in Rule #10, the potential winner will be deemed the Prize Winner. The Prize Winner will be announced on www.beingfrank.ca and/or potential other media or social media sites or as determined by Sponsor after the Prize has been awarded.
12. **Notification of Prize Winners:** Prize winners will be notified by telephone, and/or email, by the end of May, 2013. In the event that a prize winner is disqualified for any reason, Sponsor may award the prize to an alternate entrant based on the criteria detailed above, even if the disqualified prize winner's name or Video Submission has been

shown or announced online. Except where prohibited by law, the prize winner agrees that the Sponsor may announce, use and publish the name, home city, and province, photograph, and use the Eligible Video Submission (in whole or in part) and the image and likeness of the prize winner online, in any advertising or publicity by Sponsor or its advertising agencies and in any channel(s) of media it deems appropriate without further compensation either during or after the Contest Period.

13. **Other Conditions:** This Contest is subject to all applicable federal, provincial and municipal laws and regulations. Contest void where prohibited. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal.

Sponsor reserves the right, at their sole discretion, to cancel, terminate, modify or suspend this Contest or any portion hereof at any time for any or no reason, or to disqualify any individual implicated in any of the following actions, if for any reason:

(a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor's opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, (b) the Contest or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these Contest Rules, or (c) the Contest is otherwise not capable of running as planned.

The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, (ii) failure of any entry or rating to be received due to technical problems, human error or traffic congestion on the Internet or at any website, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or hardware) resulting from participation in the Contest, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) entries which are late, lost, stolen, damaged, illegible, unintelligible and/or postage due (or any combination thereof).

The use of third-party software or website or automated entry systems to participate is prohibited, and Sponsor reserves the right to disqualify entries made in such fashion. By entering, entrants agree and consent to abide by all rules and regulations applicable to this Contest.

In the event of dispute as to who submitted an online entry, the entry will be deemed submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Additional restrictions may apply.

14. **Additional Contest Terms:** By entering this Contest, and to the extent allowed by law, entrants grant Sponsor, and each of its affiliates, licensees, promotional partners, and third party marketing entities a royalty-free, irrevocable, perpetual, non-exclusive license to use, edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, dub, adapt, publish, exploit, and use the content of and elements embodied in the Video Submissions, entries, and the entries themselves, in perpetuity in any and all media, including but not limited to digital and electronic media, computer, audio and audiovisual

media (whether now existing or hereafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial or any other purposes without further review, notice, approval, consideration, or compensation. If necessary, entrant will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Entrants waive and release Sponsor, and each of their affiliates from any and all claims that entrants may now or hereafter have in any jurisdiction based on any claims, including but not limited to "moral rights" or "droit moral" or unfair competition with respect to Sponsor's exploitation of entries without further notification or compensation to entrants of any kind, and agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor, and each of its affiliates, licensees, or any other person in connection with this Contest, on the grounds that any use of any entry, or any derivative works, infringe or violate any of entrants' rights therein. By entering this Contest, entrants agree that Sponsor, and each of its affiliates, licensees, promotional partners, and third party marketing entities shall have the right and permission to use the name, picture, voice, biographical data, photograph, testimonial, or other likeness and/or prize information or personal exposition (and/ or any edited portion thereof), and/or any information contained in his/her Video Submission or entry for promotional, advertising, and/or publicity purposes in any media, now or hereafter known, throughout the world in perpetuity, without compensation or notice to, or further consent of, to the winner to the extent permitted by law.

15. By entering this contest, each entrant accepts the conditions stated in these contest rules, agrees to be bound by the decisions of the panel, warrants that they are eligible to participate in this contest, and agrees to release, indemnify, and hold harmless sponsor, and each of its parent companies, divisions, subsidiaries, affiliates, advertising, promotion, and public relations agencies, and the respective officers, directors, employees, representatives and agencies (the "released parties") each from and against any and all claims, losses, liability, and damages of any kind, including reasonable attorneys' fees and expenses) asserted against any of them, incurred, sustained, or arising in connection with the use, acceptance, or misuse, of any prize or while preparing for, participating in, and/or travelling to or from any contest related activity, including, without limitation, any injury, damage, death, loss, or accident to person or property, or from the respective entrants' breach or alleged breach of any agreement or warranty associated with the contest, including these contest rules.

Any attempt to deliberately damage any website or undermine the legitimate operation of the contest is a violation of criminal and civil laws and, should such an attempt be made, the sponsor, and each of its licensees reserve the right to seek damages or other remedies from any such person(s) responsible for any such attempt to the fullest extent permitted by law.

16. Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Sponsor is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the Video Submission to Sponsor for purposes of the Contest does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Video Submission, other than as set forth in these Contest Rules. Each entrant understands and acknowledges that the Sponsor has wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by its own employees. Each entrant also acknowledges that many ideas or

stories may be competitive with, similar to, or identical to the Video Submission and/or each other in theme, idea, plot, format, or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material that has or may come to Sponsor, from other sources. Each entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the entrant's copyright in and to the submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of any Sponsor's actual or alleged exploitation or use of any submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any program, website, advertising, materials or other thing based on or allegedly based on the Video Submission, and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

17. **Privacy:** The Sponsor is committed to respecting your privacy rights. Any personal information that we gather will be handled in strict accordance with our privacy policies, available at www.beingfrank.ca and all applicable privacy legislation. Sponsor will not sell your personal information collected for this Contest to any third parties. Any personal information collected for this Contest shall be used by Sponsor, its agents and/or representatives as is disclosed herein. Please note that by submitting personal information to enter this Contest, you consent to Sponsor's use of your personal information in order to manage and administer this Contest and send information in regards to the Being Frank show.