

LAST BAND STANDING 2011 RULES & ELIGIBILITY

“The Last Band Standing Southern Oregon” 2011 Contest Official Promotional Rules

A complete copy of these rules can be obtained on line by visiting www.969therogue.com or at the offices of Opus Broadcasting at 511 Rossanley Dr. Medford, OR. 97501 during our normal business hours Monday through Friday 8am to 5pm or by sending a self-addressed, stamped envelope to the above address.

The Station(s) will conduct The Last Band Standing Southern Oregon 2011 Contest (the “Contest”) substantially as described in these rules, and by participating, each participant agrees as follows:

1. No purchase is necessary. Void where prohibited. All federal, state and local rules and regulations apply.
2. Only legal U.S. residents age 21 or older with a valid Social Security number at the time of entry are eligible to participate in Station contests. This Contest is open to musical groups comprised of two (2) or more members who perform original music “live” on stage only. Those not eligible to participate or win include musical groups performing non-original works or “covers,” or employees, agents, representatives, or affiliates of OPUS BROADCASTING or KTVL-DT/CW11 and their respective affiliates, and their immediate household members. The term “immediate household members” includes spouses, parents, siblings, grandparents, children, grandchildren and cohabiting significant others.
3. An individual may win an on-going contest only once per six-month period unless otherwise specifically stated. An individual may win other seasonal or one-time contests only once for the duration of the contest. Previous year LAST BAND STANDING SOUTHERN OREGON Winners may not compete.
4. The contest will begin on JUNE 22, 2011 and runs through Sept 7, 2011 (the “Contest Period”).
5. To participate, musical groups should complete and submit an entry packet to the Stations, which must include a sample of the musical group’s original music either in hard copy or via an Internet web link. Entry packet may be obtained on line at ktvl.com or at Opus Broadcasting during normal business hours Monday through Friday. Entry packets and materials submitted to the Stations will not be returned. One submission per musical group. The Stations will not accept entries from musical groups whose original works contain offensive, prejudiced, sexist or negative content, as determined by the Stations in their sole discretion. Entry Deadline is June 15th, 2011 at 12:00pm
Late or incomplete entries will not be accepted.
6. The Stations will review all eligible entries and select, in their sole and absolute discretion, a total of 24 musical groups to participate in the Contest. Eligible musical groups selected to participate will be announced on KROG, KCNA and KRVC on June 17th, 2011. Musical groups will also be notified by telephone by June 16th, 2011. If the Stations cannot reach a musical group to confirm their participation in the Contest within forty-eight (48) hours of being announced on the Stations, the musical group will be disqualified and another eligible musical group will be selected to participate in the Contest.
7. 12 rounds of competition will determine the winning musical group. The first round will take place over 5 consecutive WEDNESDAY Nights, and the quarter and semi-final rounds will take place over the following

5 consecutive WEDNESDAY Nights, according to the schedule below. The final round will take place on WED SEPT 7. All competitions will take place at SHENANNIGAN'S MEDFORD

June 22- July 27 (every Wednesday) Preliminaries

Aug 3 – July 17 Quarter Finals

Aug 24 - 31 Semi Finals

Sept 7 Final

The Stations will determine the dates and order in which each musical group is to perform and musical groups must be ready and available to perform on their scheduled dates, in their scheduled order, and on time. Groups not available and ready to perform as scheduled will be disqualified and eliminated from further competition.

8. On each WEDNESDAY during the first round of competition, 4 musical groups will compete against one another by each playing a thirty (20)-minute set of original music on stage before a live audience. Any musical group going over the 20-minute allotment, disregarding the directions of Station management, or engaging in inappropriate, lewd or offensive conduct as determined by the Station will be disqualified and eliminated from further competition. At the conclusion of the performances, audience members will "vote" for the winning musical group by placing their wristband into a box designated for the musical group. One "vote" per audience member. Voting will end at midnight on each night of competition. The musical group with the most "votes" will advance to progressing round(s). A total of (NUMBER) musical groups will advance to the semi-final rounds of competition.

9. On each WEDNESDAY during the semi-final round of competition, 4 musical groups will compete against one another by each playing a thirty (20)-minute set of original music on stage before a live audience. Any musical group going over the 20-minute allotment, disregarding the directions of Station management, or engaging in inappropriate, lewd or offensive conduct as determined by the Station will be disqualified and eliminated from further competition. At the conclusion of the performances, audience members will "vote" for the winning musical group by placing their wristband into a box designated for the musical group. One "vote" per audience member. Voting will end at midnight on each night of competition. The 4 musical groups with the most "votes" will advance to the finals.

10. On WED Sept 7, the four finalists will compete against one another by each playing a thirty (20)-minute set of original music on stage before a panel of judges to be selected by the Stations and topsecret records. At the conclusion of the four performances, the audience votes and judges will determine the "Last Band Standing Southern Oregon." If it is determined that the winning musical group is not eligible to receive the grand prize, in the Stations' sole judgment and discretion, then the musical group finishing in second place will be selected for eligibility consultation. In the unlikely event that neither finalist is found to meet the eligibility qualifications, then the prize will go un-awarded. In the event of a tie, the winner will be determined by topsecret productions' sole discretion.

11. One (1) grand prize will be awarded to the winning musical group.
\$21,500 total prize value including- \$1,500 Recording Time at the Ninkasi Studios, - \$20,000 Music Video Recording Session, from Low Rent Films.
Musical group members will be responsible for allocating elements of the grand prize among group members, and neither Opus Broadcasting, Inc., KTVL-DT/CW11, prize sponsors, nor topsecret records or productions shall be responsible or liable to any member for any claims, damages, disputes, or losses as a result thereof.

12. All State, Local, Federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winners. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.

13. All prizes are awarded "as is." Prizes are nontransferable and cannot be exchanged.

14. Neither the Stations nor Opus Broadcasting, KTVL-DT/CW11 its parent, subsidiaries, affiliates, members, directors, officers, employees, agents or representatives shall be responsible for the failure of participating sponsors to deliver the prizes or any part thereof as described herein.

15. All entrants and winners agree that the Station, Opus Broadcasting and their parent, subsidiaries, affiliates, members, directors, officers, employees, agents and representatives shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in, winning, or losing any contest and/or by the use or non-use of any prize received in connection with this contest.

16. All prizes must be claimed in person by all members of the winning musical group at one time at the Stations at the address identified above during regular business hours and within ten (10) business days of winning, excluding holidays. After such time, ownership of said prize reverts back to Opus Broadcasting, Inc., KTVL-DT/CW11 to be disposed of at its discretion. The winners then lose all claims and rights to said prize.

17. Proper identification must be presented by each member of the winning musical group. As a condition to receiving the prize, each winner must complete and sign a Winner's Affidavit and Release, releasing the Station, Opus Broadcasting, Inc., KTVL-DT/CW11 its parent, subsidiaries, affiliates, members, directors, officers, and employees from all liability in connection with winner's participation in the contest, acceptance, and use or non-use of the prize.

18. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of the Stations and OPUS BROADCASTING, Inc., KTVL-DT/CW11 to be used, disposed of or destroyed in their sole discretion. OPUS BROADCASTING, Inc. KTVL-DT/CW11 are not responsible for any incorrect or inaccurate information entered by website users, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Stations' website.

19. All entrants and winners, individually and as a musical group, agree to give the Stations and OPUS BROADCASTING, Inc., KTVL-DT/CW11 and Topsecret Productions their licensees, affiliates, successors, and assigns the irrevocable and unrestricted right to use, re-use, broadcast, or publish the winner's and group's names, city of residence, photo, video tape, film or any other likeness, including portraits and pictures, in whole or in part, as part of a composite, retouched or distorted in character or form, and winner's voice, recorded or live, for any reason the Stations deems necessary without compensation, unless prohibited by law. All winners release, discharge, and agree to save harmless OPUS BROADCASTING, Inc., KTVL-DT/CW11 and its parent, subsidiaries, affiliates, members, directors, officers, employees, agents and representatives from any and all claims they may have against the Stations or OPUS BROADCASTING, Inc., KTVL-DT/CW11 in connection with the taking, production, or the use of winners' and group's name, city of residence, any photo, video tape, film or any other likeness, including portraits and pictures, in whole or in part, as part of a composite, retouched, or distorted in character or form and without restrictions as to any changes, transformations or alterations, and including winners' voices, recorded or live. All winners further acknowledge that OPUS BROADCASTING, Inc., KTVL-DT/CW11 owns or will own exclusively any photographs of such winners used for such purposes, including the copyrights in them,

regardless of the form in which they have been or may be produced and used, and all winners assign all such ownership rights to OPUS BROADCASTING, Inc., KTVL-DT/CW11.

20. By participating in the Contest, each participant agrees to receive email communications from the Stations regarding Station events and contests. Any participant that opts-out of these mailings will also remove themselves from the contest. By participating in the Contest, where allowed by law, participants agree that the Stations may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other internal purposes.

21. By participating in the Contest, participants agree to be bound by the decisions of Station personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Stations will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Stations' decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Stations, the Stations reserve the right to terminate this Contest, or make such other decisions regarding the administration or outcome as the Stations deem appropriate. All decisions made by the Stations are final. The Stations may waive any of these rules in their sole discretion. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE STATIONS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

22. The Stations reserve the right to limit the number of times an individual may enter a contest or drawing.

23. The Stations reserve the right to require contestants to be present at drawings in order to win their prize.

24. A winners list may be obtained after June 16th, 2011 by sending a self-addressed stamped envelope to the following address: 511 Rossanley Dr. Medford, OR. 97501

25. Participating SPONSORS are: Topsecret Productions, Ninkasi Brewing Company, OPUS BROADCASTING, Inc., KTVL-DT/CW11, Shenanigans, and listed sponsors on www.969therogue.com