

## **WHO'S NEXT? ON THE DECKS 2014**

### **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.**

#### **1. HOW TO ENTER**

a. These rules govern the Who's Next? On The Decks 2014 Promotion (the "Promotion") being conducted by Emmis Radio, LLC d/b/a KPWR-FM, Los Angeles, CA ("POWER 106" or the "Station"). This Promotion is governed by these official rules (the "Rules") as well as by the POWER 106 General Rules available at [www.power106.com](http://www.power106.com) (the "General Rules"). In the event that there is a discrepancy or inconsistency between the Rules and the General Rules, the Rules shall govern. Any individual or group who enters, attempts to enter or in any way participates or attempts to participate in the Promotion (each a "DJ/Participant") agrees to be bound by the terms and conditions provided in the Rules and to the extent applicable the General Rules, as well as by all interpretations and decisions of the Rules by Station, which are final and binding in all matters relating to the Promotion.

b. To participate in the Promotion, participants must enter by registering at <http://whosnext.power106.com> (collectively, the "Websites") between **September 22, 2014 (at 8:00am PST, as applicable) – October 8, 2014 (at 3:00pm PST, as applicable)** The dates for this promotion are outlined below:

#### **IMPORTANT DATES:**

09/22/14 – 10/08/14 - On-air artist solicitation/registration window  
10/09/14 - Participants posted, voting starts at 12pm PST  
10/09/14 – 10/22/2014– Voting period ends at 10am PST.  
10/22/2014 Voting Period Ends at 10am PST.  
10/23/2014 - 4 Finalists posted (12pm PST) voting period begins immediately  
10/29/14 - Finalists DJ Mix off – Club TBD (Los Angeles Metro location, 21 and over only).  
11/03/14 - Voting ends 10am PST  
11/03/14 – Winner announced at 2pm PST! The winner will mix at Cali Christmas on 12/5/14 at the Los Angeles Forum.

c. Each DJ/Participant must enter on <http://whosnext.power106.com>. Voters must also register at <http://whosnext.power106.com> in order to be eligible to vote and are subject to the terms and conditions set forth therein. In addition, voters who register will be entered to win (random drawing) a pair of tickets to Cali Christmas (\_\_\_pairs of tickets will be given away to voters and that drawing is subject to the General Rules).

d. Each DJ/Participant must enter a profile. Profiles must include first name and last name, telephone number and date of birth for each DJ/Participant (including each member of a group DJ/Participant), and, as applicable per individual DJ/Participant or group DJ/Participant, Facebook page, Twitter handle, You Tube Channel, artist/group description, and at least one still image. Each participant must have a valid Facebook account with a minimum of 10 "friends" on that account.

e. Each DJ/Participant must upload no more than **one (1) high quality original DJ mix using only high quality audio files/songs that are radio edits (clean) showcasing your individual mixing/DJ style and skills. Your mix (the “Submission”) must not exceed 10 minutes in length.** All Submissions must be ready for radio air-play. Participants may additionally include links to one (1) video, but all participants will SOLELY be judged on the one (1) 10 minute DJ mix constituting the Submission. Station is not responsible for paying for music royalties with respect to any Submission. Any unauthorized samples or performances of another artist’s material could be subject to fines, royalty fees and/or legal action, for which DJ/Participant agrees to indemnify, defend and hold the Station harmless.

**Submission Details:**

Power 106’s Who’s Next On The Decks” contest is to find the next big DJ! DJs, this is your chance to showcase your talents and skills! This is NOT a DJ BATTLE of just scratching or mixing beats, it’s finding the DJ who displays their talents through unique, creative, stylish mixes that people will talk about. Mixer/DJ to submit:

- One 10 Minute Mix featuring Power 106 music
- Must be Clean/Radio Edit Versions.
- Mix should display creativity, originality and DJ elements.

Judging will be based on 50% online votes and 50% independent panel of judges. Mixes will be judge on the following criteria: Originality – Original/Unique mixes, Creativity – transitions/word play/blends and Execution – Clean, flawless transitions (no off beat mixes).

f. By entering a Submission, DJ/Participant grants the Station the right to use the Submission as set forth in the Rules without any payment to DJ/Participant (in the event DJ/Participant cannot provide all required releases, the Station reserve the right, in their sole discretion, to disqualify the Submission, or seek to secure the releases and clearances for the Station’ benefit, or allow the applicable Submission to remain in the Promotion, in the Station’ sole discretion). All Submissions become the sole property of the Station and will not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Station. The Station shall be the official time keepers for the Promotion.

g. The Station may stream any Submissions on-demand on the Websites. Station is not responsible for paying any internet or other music royalties on any Submission. KPWR-FM already pays music rights to songs that we play on-air. If participant uses an unauthorized beat or original music from an artist that isn’t ASCAP/BMI covered, participant is responsible for those payments or legal releases.

h. The Station is not responsible for problems with Submissions, including but not limited to, Submissions that are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of the Station.

i. Participants who provide any false, fraudulent or deceptive entries or who engage in any false, fraudulent or deceptive acts in connection with the Promotion will be disqualified and subject to

criminal prosecution, each as determined by the Station in their sole discretion. This includes auto-voting from similar or same IPO's, cheating or fraudulent voting are grounds for immediate removal from the Promotion.

## **2. ELIGIBILITY RESTRICTIONS**

**a.** The Promotion is open to legal United States residents who are **21 years of age** or older and who legally reside in the United States of America (each throughout the Promotion, which commences on **09/22/14**). Void where prohibited. Employees of Emmis Communications Corporation and participating sponsors, licensees, parents, subsidiaries and affiliated entities, advertising and promotional agencies, Station' participating sponsors, other radio stations, and the members of their immediate families (spouse, parent, sibling or child) and those living in the same household of each (whether related or not), are ineligible to enter or win. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

**b.** Each DJ/Participant is solely responsible for reviewing and understanding DJ/Participant's employer's policies regarding DJ/Participant's eligibility to participate in Promotions. DJ/Participant may be disqualified from entering into the Promotion or receiving prizes if DJ/Participant is participating in this Promotion in violation of DJ/Participant's employer's policies.

**c.** Each individual DJ/Participant named as one of the (4) semi-finalists, must provide valid government-issued photo identification and provide their complete address, date of birth, phone number and social security number (where permitted) to claim a prize. In order to receive any prize, any DJ/Participant will be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release that must be returned as instructed by the Station. Notwithstanding anything to the contrary contained herein, the Station reserve the right to require proof of US citizenship and date of birth for any DJ/Participant at any time, in the Station' sole discretion.

**d.** Participants are required to provide truthful information and the Station reserve the right to reject and delete any entry that it discovers to be false or fraudulent in their sole discretion. The Station will disqualify any Submission from individuals who do not meet the eligibility requirements. The Station will also disqualify and delete any entry knowingly received from persons under the age of twenty-one (21). DJ/Participant must be able to legally mix in a 21 and over nightclub.

## **3. SUBMISSION AND VOTING PERIOD 1:**

**a.** DJ submission period is **09/22/14 – 10/08/14** at 3pm PST. No entries will be accepted after 10/08/14 at 3pm PST.

**b.** Voting begins on **10/09/14**, voting starts at **12pm PST**. All voters must register on the Power 106 Who's Next? website <http://whosnext.power106.com> in order to vote. Voters may vote for as many DJs as they like in any 1 hour voting period with one vote per hour for each DJ. Voters may vote once an hour (total 24 times per day).

**The Voting Period ends on 10/22/14 at 10am PST. The 4 finalists will be contacted by KPWR-FM personnel by 5pm on 10/22/14.**

**c. Finalist – Notification.** The final four (4) Participants selected as set forth above will be contacted by the Station's personnel no later than 10/22/14 by 5pm PST.

**d. The final 4 DJ contestants** will be announced and posted on the POWER 106 Website and on <http://whosnext.power106.com> on October 23, 2014 at 12pm PST, voting begins immediately.

**e. Final Voting.** The final voting will take place on 10/23/14 at 12pm PST until 11/03/14 at 10am PST. All voters must register on <http://whosnext.power106.com> in order to vote. Voters may vote 1 time per hour, up to 24 times per day hour voting period, but only 1 vote per DJ in each 24hour window will be allowed. **All previous votes from Voting Period 1 will be cleared prior. All 4 finalists will start with ZERO (0) votes commencing Voting Period 2.**

**f. FINALIST DJ MIX-OFF ON 10/29/14 OR 10/30/14:**

So our independent panel of judges can experience the four (4) DJ finalist's talents live at a local club in the LA Metro area (date, location and time to be determined, but the date will be either 10/29/14 or 10/30/14. Each finalist will receive a guest list of 60 people each to watch and support the finalist.

**g. VOTING PERIOD 2 –**

**The voting period starts 10/23/2014 and ends 11/03/14 at 10am PST.**

The Who's Next On The Decks Grand Prize Winner will be announced at 2pm PST on 11/03/2014! The winner will mix at Cali Christmas on 12/5/14 at the Los Angeles Forum.

**h. Grand Prize Winner.** The winning DJ will be selected 50% from online voting and 50% independent judging panel as set forth above. **The Grand Prize winner will be announced on 11/03/14 at 2:00pm on Power 106** and notified by POWER 106 personnel.

**4. PRIZING:**

**a. Finalist Prizes.** The (4) finalists West Coast will receive:

(2) Tickets to a 2014 hip-hop concert. Concert to be determined by Power 106. Tickets delivered to finalists by 04/01/2015.

**b. Grand Finale Winner.** The Grand Finale winner will receive:

1. 1 - Special Guest Mix On-Air on Power 106
2. 1 - Pioneer DDJ-SR Performance DJ Controller
3. 1 - 13" Apple Mac Book Pro
4. 1 pair of Monster DNA headphones.
5. 1 – pair tickets to Cali Christmas 12/05/14 at the Los Angeles Forum.
6. 1- Video interview featured on [www.Power106.com](http://www.Power106.com). Video file will be provided for the winner's personal use only.

**c. Prize Terms.** All prizes are awarded “as is” without any warranty or guarantee. All prizes are non-transferable, non-assignable, and non-refundable and must be accepted as awarded. No cash or other substitution may be made, except by the Station, who reserve the right to substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason as determined by the Station in their sole discretion. The winner is responsible for any and all other costs and expenses not listed above, including any and all tax liability associated with receipt of any prize.

## **5. MISCELLANEOUS**

**a. Publicity Release.** As consideration for participating in the Promotion (unless prohibited by law), each DJ/Participant authorize and irrevocably grant to the Station and each of their respective direct and indirect subsidiaries, affiliates, partners and related entities, and each of their respective directors, officers, employees, agents, insurers, attorneys, shareholders and representatives, and each predecessor, successor, and assign thereof (the “Station Parties”) permission to, from time to time, reference and discuss me and my participation in the Promotion on-air and/or on their website(s) in photographs, video recordings, digital images, audio recordings, as well as in publications, newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose any Station Party deems proper without further compensation. I understand that such reference and discussion may involve my name and voice, and other personal/biographical material or their participation on-air. Further, each DJ/Participant, by participating in this Promotion, grants to the Station Parties a non-exclusive license to use, reproduce, distribute, perform and display each Submission, including, without limitation, for promotional purposes, for broadcast on Station Parties’ radio station, for streaming and downloading on the Station Parties’ websites and for other business, publicity and other promotional purposes.

**b. Representations and Agreement to Terms and Conditions.** Each DJ/Participant represents and agrees that: (i) he or she has read these rules; (ii) fully understand the rules’ contents and the release of legal rights contained herein; (iii) understand that the release portion is intended to be

as broad as permitted by applicable law; and (iv) voluntarily, and without any inducement, agree to the terms and conditions set forth herein.

**c. Governing Law; Severability.** This document is governed by the laws of the **State of California**. If one or more portions of this document are found to be unenforceable, the remainder of the document will remain enforceable.

**d. Taxes.** Payments of all federal, state and local taxes are solely the responsibility of Participants who receive prizes. Each winner will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by the Station in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize. Aggregate winnings of \$600 or more will be reported to the IRS.

**e. Original Content; Ownership.** Each DJ/Participant, by participating in the Promotion, represent and warrant that he/she/it is the exclusive owner of the copyright and all other proprietary rights in his/her/its Submission. DJ/Participant further represents and warrants that he/ she/it has the right to grant to any third party the right to use, reproduce, distribute, perform and display the Submission.

**f. Indemnity.** DJ/Participant by participating in this Promotion, agrees to release, indemnify and hold the Station Parties, and each of their respective owners, shareholders, members, directors, managers, officers, representatives, agents, agencies, employees, disc-jockeys, on-air personalities, insurers, attorneys, predecessors, successors, assigns and related parties and any other parties associated with the Promotion, including advertisers and partners (collectively, the "Released Parties") harmless against any and all claims, demands, costs, fees, causes of action and judgments (including reasonable third party attorneys' fees) of any third parties arising out of the breach of any representation or warranty made by DJ/Participant. Apple, MacBook, KTLA, The CW, CBS, Arsenio Hall Show, Beats By Dre Headphones are not sponsors of this contest and are not involved in any part of the submission, voting and selection process. Prizing is provided solely by KPWR-FM, the station.

**g. Release.** As consideration for entering the Promotion, each DJ/Participant agrees to release, discharge and covenant not to sue the Released Parties, from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, infringement actions, identity theft, loss of consortium claims), expenses and attorney fees that Participants or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage or other claim arising out of, involving or relating to their participation in the Promotion, including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the strict liability

or negligence in any form of the Released Parties. DJ/Participant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Released Parties be liable for attorney's fees. DJ/Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages.

**h. Limitation of Liability.** The Released Parties shall have no liability from any and against any and all damages, losses or injury resulting in whole or in part, directly or indirectly from the prizes, performance in the Promotion, acceptance, possession, use or misuse of the prize(s), participation in the Promotion. Furthermore, the Released Parties shall not be liable for any (1) incorrect, incomplete or inaccurate entry information; (2) human errors; (3) failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software; (4) inability to send a text-message; (5) identity theft; (6) tampering, destruction or unauthorized access to, or alteration of, entries or computer data; (7) network hackers or other unauthorized access to the Station' computer network(s); (8) data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks; (9) printing errors; (10) equipment malfunctions and (11) late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries. The Released Parties shall not be liable to Participants or winners or any other person for failure to supply the prizes or any part thereof, by reason of any acts of God, any actions(s) regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation, interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond the Released Parties' control. The Release Parties' shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever.

**i. Right to Cancel/Modify.** If for any reason the Promotion cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Station that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserve the right to cancel, terminate or modify the Promotion as they see fit in their sole discretion.

**j. Tampering/Cheating.** The Station, in their sole discretion, reserves the right to disqualify any Participants tampering with the entry process or the operation of the Websites. Failure to comply with the rules of the Promotion may result in a disqualification and/or forfeiture of any prize or prizes. If the Station make a determination that a DJ/Participant has cheated or committed fraudulent activity in connection with the Promotion, Station reserve the right to

disqualify that DJ/Participant from entering and/or winning future promotions and to prosecute and seek damages to the fullest extent permitted by law. The Station, in their sole discretion, reserve the right to disqualify any votes that are not submitted individually by a voter (e.g. if Station determine that any votes are submitted via any automated computer program or other system of automation, such votes will be disqualified).

**k. Errors.** Station is not responsible for typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize.

**l. Rules; Copies.** For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by November 7, 2014 to “Who’s Next? On The Decks 2014 - Official Rules,” Attn: Promotions, KPWR 2600 West Olive Avenue, 8th Floor Burbank, California 91505.

**m. Station’s Decisions.** Any and all decisions of the Station with respect to administration of the Promotion and award of prizes is final and binding and shall be in Station’ sole discretion.