



- 1. Eligibility:** BandaFest 2007 Best Jingle Contest, Best Band Contest, Best Singing Group Contest, Best Diva Contest, Best Dancer Contest and Best Parol-Maker Contest (collectively referred to as the "Contest") is open to all registered attendees. Void where prohibited or restricted by law. The Contest is subject to all applicable federal, state, local and/or provincial laws and regulations. For the Best Band Contest, each band must represent a school and must consist of at least four (4) performers who must be current or past students of the school they represent. BandaFest 2007 shall refer to the event and related activities occurring on September 29, 2007.
- 2. Producer:** Imex Link, Inc., dba sWELLNESS CENTRAL (otherwise referred to as "BANDAFEST") located at 401 East 88th Street, Suite 13A, New York NY USA 10128.
- 3. Agreement to Official Rules:** By participating in BandaFest 2007, each participant fully and unconditionally agrees to and accepts these Official Rules and all decisions of BANDAFEST including, but not limited to, all interpretations or other rulings award of prices, selection and eligibility of participants and winners and all other matters related to BandaFest 2007 and its activities. All decisions and determinations of BANDAFEST are final and binding in all matters related to the Contest.
- 4. Timing:** The Jingle Contest will begin on September 6, 2007 at NOON Eastern Standard Time ("EST"), and end on December 17, 2007 at MIDNITE EST (the "Contest Period"). The Art Auction will begin on September 24, 2007 at NOON EST, and end on December 17, 2007 at MIDNITE EST. All art work shall be displayed on the BandaFest 2007 website commencing on September 24, 2007, as

well as at BandaFest 2007. A portion of the proceeds from the Art Auction shall be donated to each buyer's chosen charity.

**5. Contest Criteria:** All entries must be original compositions and must be submitted together with a completed Entry Form Confirmation and Release.

**BEST JINGLE CONTEST (VIA INTERNET OR MAIL)** Download, complete and print an Entry Form Confirmation and Release including parent/legal guardian written consent and signature if you are a minor. All entries must be original compositions, submitted in MP3 format and last up to two (2) minutes. **IF THE PERFORMANCE IS LONGER THAN TWO (2) MINUTES ONLY THE FIRST TWO MINUTES WILL BE JUDGED.**

For submissions via internet, submit the pre-recording together with the signed form to: [Stirrers@BandaFest.com](mailto:Stirrers@BandaFest.com) All entries must be received by December 9, 2007.

For submissions via mail, submit the pre-recording together with the signed form to: BANDAFEST 2007 – Jingle Contest, 401 East 88th Street, Suite 13A, NY NY USA 10128. All entries must be received by December 9, 2007. Limit one entry per outer mailing envelope. BANDAFEST is not responsible for lost, late, mutilated/damaged, postage due or misdirected mail or for MP3 entries damaged during judging.

**BEST BAND CONTEST (VIA LIVE EVENT)** Complete and print an Entry Form Confirmation and Release including parent/legal guardian written consent and signature if you are a minor. All bands must perform live at BandaFest 2007 (NO pre-recorded material allowed). All bands shall follow the instructions of BANDAFEST, its stage manager and its representatives, in connection with time allocations for sound checks and performances.

Judging Criteria: All eligible entries will be judged based on the following criteria: (40 %) Audience Acclamation; (%) of Overall Performance and of Style and Creativity TBD.

**6. Prizes:**

**BEST BAND:** TROPHY and \$500 to winner's selected charity.

**BEST JINGLE:** ONE (1) GRAND PRIZE TO THE COMPOSER  
US\$ 200

**BEST SINGING GROUP:** ONE WINNER US\$100

**BEST DIVA:** ONE WINNER US\$100

**BEST DANCER:** ONE WINNER US\$100

**BEST PAROL MAKER:** ONE WINNER CHINESE HAM

No other substitution, assignment or transfer of prizes permitted, except by BANDAFEST, who reserves the right to substitute a prize with another prize of greater or equal value. Unless otherwise indicated, winners are solely responsible for all federal, state, and local taxes and other fees associated with prize receipt and use. **ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY BANDAFEST, WHOSE DECISIONS ARE FINAL. A CONTESTANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL CONTESTANT'S ELIGIBILITY HAS BEEN VERIFIED AND CONTESTANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.** All potential winners must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. BANDAFEST selection of potential winners are final.

7. **General Conditions:** BANDAFEST reserves the right to cancel or modify the Contest if fraud, technical failures or any other factor beyond BANDAFEST's reasonable control impairs the integrity of the Contest, as determined by BANDAFEST in its sole discretion. In such event, BANDAFEST reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the contest or the operation of the Contest or to be acting in violation of these Official Rules or any other Contest, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, BANDAFEST reserves the right to seek damages and costs (including without limitation attorneys' fees) from any such person to the fullest extent permitted by law. BANDAFEST failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**Publicity:** Except where prohibited by law, participation in the Contest constitutes winner's consent to BANDAFEST use of winner's name, likeness, voice, performance recordings, opinions, biographical information, hometown and state for promotional purposes in any media, without further payment or consideration.

**Assignment of Copyrights:** In the event contestant is named the winner of the BandaFest 2007 Best Jingle contest, winner agrees and hereby assigns and transfers to **BANDAFEST** all right, title and interest, throughout the world, which it has in, under and to its composition (the "Work"), together with all copyrights subsisting in works derivative thereto, including the rights to sue for past infringements. Winner hereby acknowledges and agrees (i) that BANDAFEST shall be the exclusive owner of all copyrights subsisting in the Work, throughout the world, including all rights to reproduce and distribute the Work in any medium; (ii) that Winner may not reproduce, distribute or use the Work, or any works substantially similar to the Work nor create, reproduce or distribute any derivative work unless licensed by BANDAFEST; and (iii) to execute all documents BANDAFEST may require from time to time require in order for BANDAFEST to secure copyright and similar forms of protection for the Work throughout the world. Winner's entry in BandaFest 2007 constitutes Winner's warranty and representation that the Work does not infringe upon rights of any other third party, nor are there any outstanding claims against the Work or the Winner in connection with the Work.

**8. Release: By participating in BandaFest 2007, Contestant agrees to release and hold harmless, BANDAFEST, its ORGANIZERS, and each of its affiliated companies, each of their respective officers, directors, members, employees, and agents, ("Released Parties") from and against any claim or cause of action arising out of participation or attempt to participate in the Contest or receipt or use of any prize.**

**9. Warranties:** By participating in this Contest, Contestant warrants and represents that all its compositions and any other entries (collectively, the "Submission") does not infringe upon the rights of any other third party, nor are there any outstanding claims

against the Submission or Contestant in connection with the Submission.

**10. Limitations of Liability:** Released Parties are not responsible for and Contestant hereby releases and holds the Released Parties harmless for: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) electronic or human error which may occur in the administration of the Contest or the processing of entries; or (v) any injury or damage to persons or property, including but not limited to entrant's computer, hardware or software, which injury or damage may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use of any prize.

**11. Disputes:** Contestant agrees that: (i) 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 attorneys' fees; and (ii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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 otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and BANDAFEST 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 the State 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.