

## 2019 Washington, D.C. Graduation Vocalist Contest Instructions and Rules

### Key Contest Guidelines:

1. Winner must be in graduate status at Purdue University Global or Concord Law School, and a legal resident of any of the 50 United States or the District of Columbia, from the date of entry through the day of graduation.
2. Winner must attend the rehearsal on Friday, August 9, 2019, and sound check on Saturday, August 10, 2019, at DAR Constitution Hall (time TBD).
3. Winner must be willing to sing at the Purdue University Global graduation ceremony on Saturday, August 10, 2019, time TBD. In the event that two Purdue University Global graduation ceremonies are scheduled that day, winner must be willing to sing at both.

### Official Rules

#### GRADUATION VOCALIST CONTEST RULES

NO PURCHASE OR PAYMENT NECESSARY TO PLAY OR WIN. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

The Graduation Vocalist Contest (the “Contest”) is open only to Purdue University Global students with graduation dates prior to August 10, 2019; who are eighteen (18) years of age or older or at least the age of majority in their state of residence; and a legal resident of any of the fifty (50) United States or the District of Columbia. The Contest is not open to the family members or members of the same household as Purdue Global employees, Purdue Global contractors, vendors, Purdue Global executives at the vice president level or above, or employees of the Graduation Committee. For purposes of the Contest, “family members” are defined as spouses, children, siblings, parents, grandparents, and grandchildren.

The Winner must attend a rehearsal on Friday, August 9, 2019, and sound check on Saturday, August 10 2019. By submitting an entry video, you agree to these Official Rules, including your availability to attend the rehearsals and graduation ceremony.

## HOW TO ENTER

*Instructions on submitting a video entry:*

1. Record a video file of yourself singing the National Anthem.
2. Save the file to your computer or flash drive.
3. Upload your video to YouTube by June 20, 2019. If you do not have a YouTube account, you will need to create one. **Be sure to change the video settings to “public” So the Graduation Event Team can view it.**
4. Send an email to [graduation@purdueglobal.edu](mailto:graduation@purdueglobal.edu) with a link to your YouTube video. Include “Vocalist Contest” in the subject line of your email, which must be sent by June 20, 2019, 11:59:59 pm Central Standard Time.
5. A confirmation will be sent from the Graduation Event Team upon receipt of your video file. If you do not receive a reply within 48 hours of your submission, please contact [graduation@purdueglobal.edu](mailto:graduation@purdueglobal.edu).
6. The Winner will be notified by June 28, 2019.

By entering this Contest, each entrant agrees to these rules and that all decisions of Purdue Global and the Graduation Steering Committee with respect to this Contest and the selection of the Winner are final and binding. Entrants also agree that all entries must comply with YouTube Terms of Service and Community Guidelines and entries that don't comply will be disqualified.

Purdue Global is not responsible for any late, misplaced, garbled, or damaged entries, or any entries that are not received due to any failure of any telecommunications, other networks, equipment, or for any other reason. Entries shall not contain any material that is infringing of any third-party rights, obscene, inappropriate, defamatory, discriminatory, derogatory, or in violation of any law. Purdue Global reserves the right in its sole discretion to disqualify any entry that violates these rules. Entrants are responsible for all costs of creating and submitting the contest entry.

Each entrant grants to Purdue Global a worldwide, irrevocable, royalty-free, fully transferable, and perpetual license in and to all intellectual property rights in the entry, including without limitation the video of entrant's performance of the National Anthem (the “Entry”) and each of

its constituent parts, which rights include, without limitation, the worldwide right to publish, display, modify, adapt, perform, distribute, make available to the public, and/or reproduce the Entry through any media available for the purpose of administering and conducting the Contest and for any and all marketing or other purposes. Only one Entry per person.

## **SELECTION AND NOTIFICATION OF WINNER**

Contest Entries submitted by students who enter the Contest by the deadline date will be viewed by the Graduation Committee and a winner will be selected by a majority vote (“Winner”) based on vocal talent, poise, and the individual’s delivery of the National Anthem. All decisions of the Graduation Committee are final and binding on all entrants. The Winner will be notified by phone and/or email by June 28, 2019. The Winner will be required to execute a declaration of eligibility, liability, and publicity release, which will include the right to record and use the Winner’s performance at the graduation, as a condition to receiving the Prize. Winning is conditioned on compliance with all the requirements set forth in these rules. If the Winner does not accept the Prize, execute the release, or cannot attend the graduation for any reason, Purdue Global reserves the right to select an alternate winner based on the criteria set forth above.

## **PRIZES**

The Winner will receive a two (2) night hotel stay double occupancy at a hotel near DAR Constitution Hall (Friday, August 9, 2019 to Sunday, August 11, 2019), the opportunity to sing in front of an audience of thousands at the Purdue Global graduation ceremony on August 10, 2019, in Washington, D.C, and a link to the graduation webcast for your friends and family to view your debut (collectively, the “Prize”). In the event that two Purdue Global graduation ceremonies are scheduled for that day, the Winner will have the opportunity to sing at both.

The Winner agrees and acknowledges that the opportunity to sing is subject to being withdrawn by Purdue Global in its sole discretion if the event is canceled or postponed, the Winner is not able to perform in rehearsals in a manner consistent with the performance on the entry submitted, or the Winner engages in any behavior that is inappropriate, obnoxious, or otherwise objectionable.

The Winner is responsible for all expenses associated with the trip not expressly included above, including any air or other travel to Washington, D.C. or the graduation ceremony. The

Winner is further responsible for all taxes incurred in connection with his/her receipt of the Prize. The Prize is not transferable.

There are no cash substitutions, except that Purdue Global reserves the right in its sole discretion to award a prize of equal or greater value, including payment of a cash equivalent, if the stated prize is not available for any reason, including cancellation of the graduation event. All prizes are subject to tax withholding.

The Winner's travel companion, if any, must be over the age of eighteen (18) and sign a travel liability release.

#### **PERMISSION TO USE NAME AND LIKENESS**

By participating in the Contest, entrants agree that their name, image, likeness, city, state, and country or residence may be used for any advertising and promotional purposes at Purdue Global's discretion in any and all media now known or hereinafter developed, without territorial or time limitations, or right of approval, and for no additional compensation, except where prohibited or restricted by law.

#### **RELEASE**

By participating in the Contest, each entrant agrees that Sponsor, YouTube, and their respective parents, subsidiaries, affiliates, agents, representatives, retailers, and advertising and promotional agencies, and all of their respective shareholders, officers, directors, employees, members, representatives, agents, successors and assigns, will have no liability whatsoever for, and will be held harmless by entrant for any liability for any bodily injury, loss, cost or damages of any kind to persons, including death and property, damages sustained due in whole or in part, directly or indirectly, from Entry creation, the acceptance, possession, use or misuse of any Prize or parts thereof, if applicable, or participation in the Contest or in any related activity.

#### **GENERAL**

A. **Waiver.** Failure to enforce any term of these rules shall not constitute a waiver of that provision.

B. **Severability.** If any provision(s) of these official rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

C. **Cancellation.** If for any reason the Contest is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of students, technical failures, or any other causes beyond the control of Purdue Global, corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Purdue Global reserves the right at its sole discretion to disqualify any suspect entry or entrant and to cancel, terminate, modify, or suspend the Contest and/or award the Prize from among all eligible, non-suspect entries received as of the date of the termination, as Purdue Global determines in its sole discretion.

D. **Limitation of Liability.** Entrants further acknowledge and agree that the Purdue Global and its affiliates, subsidiaries, divisions, advertising and promotion agencies, and their respective officers, directors, shareholders, and employees will not be liable for losses or injuries of any kind resulting from acceptance/possession/use and/or misuse of prize(s), travel to and from any prize-related activity, participation in the Contest, or printing, mailing, or distribution errors.

E. **Governing Law.** The Contest is subject to all applicable federal and state laws and regulations. Except where prohibited, by participating, entrants agree that all issues and questions concerning the construction, validity, interpretation, and enforceability of these official rules, or the rights and obligations of entrants and Purdue Global, shall be governed by and construed exclusively in accordance with the laws of the District of Columbia without giving effect to any principles of conflicts of law of any jurisdiction and that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action, in a court of competent jurisdiction located in the City of Washington, D.C.; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain awards for and 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.

F. **Privacy.** Entrants agree that their personal data, including name, email address, phone number, and physical address may be processed, stored, and otherwise used for the purposes and within the context of this Contest and for any of the purposes set forth in the Purdue Global Privacy Policy at [www.purdueglobal.edu/privacy-policy/](http://www.purdueglobal.edu/privacy-policy/). Without limiting the foregoing, such data may also be used by Purdue Global in order to contact the Winner, check an

entrant's identity and contact information, or to otherwise verify an entrant's eligibility to participate in the Contest or to receive the Prize.

G. **Sponsor.** This Contest is sponsored by Purdue University Global, 550 W. Van Buren, Chicago, IL 60607.

NOTE: This Contest is in no way sponsored, endorsed or administered by, or associated with, YouTube. YOU ARE PROVIDING YOUR INFORMATION TO THE SPONSOR AND NOT TO YOUTUBE.

Thank you for your interest. If you have any questions, please contact [graduation@purdueglobal.edu](mailto:graduation@purdueglobal.edu).