

**BMI**  
**“#BMIACL Photo Fun” Contest**  
**BMI Stage at Austin City Limits 2017**

OFFICIAL RULES

NO PURCHASE NECESSARY: No purchase of any kind is necessary to enter or win the BMI Austin City Limits Photo Contest (“Contest”).

PROMOTION SPONSOR: The Contest is sponsored by Broadcast Music, Inc. (“BMI” or “Sponsor”). For more information about the Contest Sponsor, please contact BMI via e-mail at [lmcfail@bmi.com](mailto:lmcfail@bmi.com) or contact BMI at 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, 212-220-3000.

This Contest is not sponsored, endorsed, or administered by Twitter, nor is Twitter associated with the Contest in any way. Any questions, comments, or complaints regarding the Contest must be directed to the Sponsor, and not to Twitter.

This Contest is not sponsored, endorsed, or administered by C3 Presents, LLC, Capital of Texas Public Telecommunications Council, Inc., Austin Parks Foundation, the City of Austin, and each of their respective officers, directors, members, managers, agents, affiliates, and employees (collectively, “Producer Parties”).

ELIGIBILITY: You must be 18 years of age or older, and a legal resident of the United States or the District of Columbia (“Territory”), at the time of your Entry. You must also be physically present at or near the BMI Stage at the Austin City Limits Music Festival at the time of entry. The Contest, and any web pages and advertising related to the promotion, are intended for viewing only within the 48 continental United States and the District of Columbia. Void where prohibited.

All Entries must be received at or before 15 minutes before the scheduled end of each set on the BMI Stage. Entries submitted after the deadline will be discarded. There is a limit of one Entry per person. If more than one Entry is received from the same person, only the first entry will be considered.

Employees and agents of the Sponsor, including their respective affiliates, parent companies, or subsidiaries, and each such employees’ and agents’ immediate family (spouse, parent(s), siblings, children) and household members, are not eligible to enter or win this Contest.

ENTRY: You can enter the Contest via TWITTER only by (i) posting to your Twitter account a photo of you at or near the BMI stage at the Austin City Limits Music Festival, (ii) mentioning BMI’s handle @bmi in your post, and (iii) using the hashtag #BMIACL in your post. Entries by any other method are void.

The submission periods are as follows: 11:45am-12:30pm Central Time on Friday, October 13, 2017, 11:30am – 12:15pm Central Time on Saturday, October 14, 2017, 11:45am-12:30pm Central Time on Sunday, October 15, 2017 (each a “Submission Period”). Entries that are not received during the applicable Submission Period will be discarded. The Sponsor reserves the

right to cancel or modify any or all Submission Periods, in its sole discretion, if it determines that factors beyond its reasonable control impair the integrity of the Contest or otherwise make the awarding of the prize for a Submission Period impracticable.

There is a limit of one Entry per person/e-mail address for each Submission Period. If more than one Entry is received from the same person/e-mail address for a given Submission Period, only the first entry from that person/e-mail address will be considered. Anyone found to use multiple accounts to enter will be ineligible.

Your Entry cannot contain or refer to anyone else's name or likeness without express permission from such other person. Your Entry also cannot contain any illegal, offensive, or inappropriate content. The Sponsor reserves the right to reject any Entry which, in the Sponsor's sole discretion, may be considered offensive to individuals of any race, ethnicity, religion, sexual orientation, or socioeconomic group, or may otherwise be inconsistent with the Sponsor's reputation and image. The Sponsor also reserves the right to disqualify any entrant who, in their sole discretion, has tampered with, or attempted to tamper with, the entry process or the operation of the Contest, or has otherwise acted in violation of these Official Rules.

By submitting an Entry, you are: (1) granting the Sponsor, free of any charge, any and all rights that may be necessary to post your entry on the Sponsor's web site(s) or social media platforms in connection with the Contest and any publicity related thereto; (2) granting the Sponsor a perpetual, royalty free license to publish, digitize, store, distribute, use, exploit, adapt, display, transmit, promote, advertise, and publicize the Entry alone or as part of a group of entries or photographs; (3) accepting and agreeing to be bound by these Official Rules and the decisions of the Sponsor regarding this Contest, which are final and binding in all respects; and (4) warranting and representing that: (a) you meet all of the above requirements for eligibility; (b) you have all rights necessary and the authority to grant the Sponsor the right to use your Entry in connection with the Contest; and (c) you have agreed to and complied with all of the terms and conditions of these Official Rules.

The Sponsor is not responsible for entries that are not received before the respective deadlines for each Submission Period, or for any entries that are received but are inaccurate, incomplete, lost, misrouted, stolen, altered, destroyed or otherwise not in compliance with these Official Rules for any reason, including, but not limited to: (1) the inability to access Twitter; (2) technical malfunctions (e.g., communications line, computer equipment, and/or software failures); (3) computer programming errors; or (4) unauthorized access to the computer storage devices and/or servers on which Entries are received and stored. The Sponsor is also not responsible for any notices that may not be received by the entrants for any reason, including, but not limited to, undeliverable emails resulting from any form of e-mail filtering, insufficient space in the entrant's e-mail account to receive mail, technical malfunctions of Twitter, or any other reason even if caused by the negligence of the Sponsor or its employees or agents.

Entrants are subject to all notices posted online including, but not limited to, the terms of use and privacy policies on Twitter and BMI.com.

By entering, you agree to indemnify and hold harmless Sponsor its officers, directors, employees, agents, licensees, and assigns and any publisher or distributor of the Entry, from and against any and all claims, suits, damages and liabilities (including reasonable attorneys' fees) which are

based on any claim of copyright infringement, right of publicity, invasion of privacy or unauthorized use.

**JUDGING:** Entries will be validated against the eligibility requirements and screened for illegal, offensive, or inappropriate content prior to judging. Ineligible, illegal, offensive, or inappropriate Entries, as determined in the sole discretion of the judges, will be discarded. Eligible Entries will be judged by Sponsor's employees who have agreed to use their independent judgment to select what they believe, in their sole discretion, are the most inspiring Entries. The winners will be notified via tweet and/or direct message on Twitter. The winning Entry will be announced at or before the end of the BMI artist's set on the BMI Stage during the respective Submission Period or at the notification time announced during promotion of the Contest on Twitter. If the winner is ineligible, declines, forfeits, or otherwise fails to indicate his or her acceptance within 15 minutes after Sponsor sends the tweet and direct message notification on Twitter, the Sponsor may offer the Prize to another Entry. If no eligible entrant can be identified within a reasonable time after the BMI artist ends his/her set on the BMI Stage, no Prize will be awarded.

**PRIZE DETAILS:** One (1) winner for each Submission Period will receive: backstage entry, accompanied by BMI representatives, to meet and take a photograph with the advertised BMI artist immediately after the BMI artist's performance at the Austin City Limits Music Festival. Only the winner will be allowed backstage entry and the opportunity to take a photograph with the BMI artist.

The winner may also be required to sign an affidavit of eligibility and a liability and publicity release; failure to do so as directed and within the timeframe specified may result in the forfeiture of the prize.

The approximate retail value of the prize is \$650. No cash or other substitution, assignment, or transfer of all or any portion of the prize is permitted. The Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

**PUBLICITY:** By submitting an Entry, you are granting the Sponsor and its designees permission to use your name, address (city and state), likeness, Entry and prize information, if any, for publicity, advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity, without notice or review or approval.

**RESERVATION OF RIGHTS/RELEASE:** The Sponsor reserves the right to cancel or modify the Contest if, in its sole discretion, it determines that factors beyond its reasonable control impair the integrity of the Contest or otherwise make the awarding of the prize impracticable.

The Sponsor, and its respective officers, directors, and employees, make no warranty or representation of any kind concerning any prize offered and/or awarded in connection with this Contest. By entering this promotion, you agree that the Sponsor, and its respective officers, directors, and employees are not liable for any injury, death, loss or damage of any kind arising out of your participation in this Contest or your acceptance and or use of any of the prizes awarded in connection with this Contest. Should any court permit you to nevertheless proceed

with any such claim, YOU AGREE THAT ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE CONTEST OR ANY PRIZE AWARDED SHALL BE (A) RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK; AND (C) SOLELY AND EXCLUSIVELY BROUGHT IN THE STATE OR FEDERAL COURTS WITHIN THAT STATE. ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT INCLUDE ATTORNEYS' FEES, AND UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES AND WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

By entering this promotion, you also agree to release and hold harmless Twitter, the Producer Parties, and the Sponsor from any and all liability for claims, injuries, losses, or damages of any kind, including, but not limited to, death or bodily injury, resulting in whole or in part, directly or indirectly, from (1) the awarding, delivery, acceptance, use, misuse, possession, loss, or misdirection of any prize; (2) participation in the Contest or any Contest-related activity or travel; or (3) from any interaction with, or downloading of, computer Contest information.