

IRAL RISING STAR ELIGIBILITY REQUIREMENTS AND GENERAL RULES

ELIGIBILITY REQUIREMENTS:

Please be advised that it is necessary that you meet the following eligibility requirements (which may be changed at any time by the producer in its sole discretion) (collectively, the "Eligibility Requirements") in order to proceed in the entire process.

- 1. This contest is open to persons 18 years of age or older. You must be 18 years old by January 1, 2022.
- 2. The Contest is open to Canadian Citizen or Permanent Resident of Canada ONLY.
- 3. You must be a legal Canadian Citizen or Permanent Resident of Canada. Entrants must be currently legally living in Canada with the unrestricted right to work in Canada throughout the entire competition process and throughout the time-period of any post contest or show agreements provided by the Producer or any of the other Program Entities (see details below). You must provide IRAL RISING STAR Management, the Producer, with any required documentation or proof of the previously stated status requirements, without limitation: (i) a valid Canadian passport, or a combination of a valid Canadian Driver's License and valid social insurance number and permanent resident card, and (ii) if applicable, any work permits required by the provinces within which you reside within Canada.
- 4. IRAL RISING STAR Management (the Producer) has the right at any time to require proof of identity and/or eligibility. Failure to provide such proof within a reasonable time could result in disqualification from the contest. All personal details and information provided to IRAL RISING STAR by each contestant must be truthful, accurate and in no way misleading. IRAL RISING STAR reserves the right to disqualify any contestant in its sole discretion wherein the contestant, at any stage, supplies untruthful, inaccurate, or misleading personal details and/or information, or where a contestant is ineligible for the contest pursuant to these rules.
- 5. Once you have accepted an invitation to be a participant, you must timely complete and return the Application Form, Participation Agreement and Release Form and all supporting documentation, schedules and attachments and required documentation by the Producer. Release forms and waivers will also be required to be reviewed and submitted by your friends and/or family members, if necessary.
- 6. A solo contestant may submit a video performing solo act and must be truthfully the person singing as recorded in video submissions. Audition videos must not include any voice overs and any videos that have a voice dubbed in will not be accepted. Videos should have a clean sound, no reverb, no special effects, and no auto-tune.
- 7. A non-refundable, non-transferrable application fee is required to be paid by all contest entries along with the video submission. Any entries deemed disqualified at any point in the process will not have any fees refunded.
- 8. If you are selected to advance to the Public Voting aspect in the competition, you must submit to and voluntarily pay for and complete an official background record check, if required, in accordance with applicable laws and provide all documents required by Producer, as necessary.
- 9. ONLY one video submission is allowed per entry. Video submissions accepted between 1:30-2:00 Minutes.
- Contestants must only sing in one of the three (3) genres of the IRAL Festival: Reggae (Reggaeton, Soca, Calypso), Latin, and/or African genres ONLY. All and any other genre submissions will be automatically disqualified from the competition.
- 11. The IRAL RISING STAR competition's main objective is to search for new artists that will also perform at the IRAL Music & Arts Festival and is obligated as such. The IRAL RISING STAR contest is being administered, hosted, and managed by parent companies: Yaad Vibes Promotions and jointly known as the Producer(s) and their respective teams.
- 12. All personal information, such as name and contact information, is collected by the Producers, Yaad Vibes Promotions and solely for the purposes of administering this contest and shall not be used for any other purpose without your express consent.
- 13. The IRAL RISING STAR winning contestant will be managed by. The IRAL RISING STAR is hereby not permitted to enter into any other musical, performing, advertising, acting, or performing arts, or the like contract, outside of their contract with and/or Yaad Vibes Promotions in perpetuity, unless express consent is granted to the winner by the Producers and/or their companies.
- 14. The IRAL RISING STAR Management team strives to uphold and present respectful professionals that will entertain a general, PG audience. Audition videos must represent how you would be performing at the IRAL Music & Arts Festival. Contestants who submit audition videos and/or perform during the event and use any obscene, offensive, sexual or otherwise inappropriate language, behaviour, or gestures, including without limitation, those referencing or depicting violence, nudity, or explicit activity, or which are not in the spirit of the contest and do not meet IRAL RISING STAR standards for any reason, will not be accepted and/or will be disqualified. Videos should be appropriate for a general audience.



- 15. The decision of the voting public will be fair, final, and binding.
- 16. The decision of the judges will be final and binding under all circumstances.

GENERAL RULES:

- 17. By submitting an entry for the IRAL RISING STAR Contest, each contestant acknowledges and agrees to these rules and regulations, and therefore represents and warrants his or her compliance with these rules and regulations
- 18. The time limit for each contestant performing during the live performance at the Semi-final and Final contest rounds is three (3) minutes.
- 19. You must be eligible to accept the prize as presented, if awarded. The Prize Package shall be accepted as is and may not be exchanged or refunded for any amount of money, sold, or transferred. No substitutions will be allowed. Any unused portion of the Prize will be forfeited. If the Prize Package cannot be awarded as described, IRAL RISING STAR reserves the right to substitute a prize or prize component with another of comparable value, as determined in its sole discretion.
- 20. Refusal to accept the Prize Package releases IRAL RISING STAR Management (the Producers) from any further obligation(s) toward(s) the winner.
- 21. In addition, an offer to become a participant may come with the condition that you submit to examinations to be conducted within your province of residency, by medically certified medical professionals selected by the Producer and the certification of the medical professionals that you meet all physical health requirements and possibly, psychological requirements.
- Selected eligible participants must be willing to travel to and reside at one or more undisclosed locations in Canada for several weeks at any given time from January 2021 – December 2021 (or as otherwise scheduled by Producers). Producer will pay for Economy class travel.
- 23. IRAL RISING STAR reserves the right to amend the contest rules or to terminate, cancel, suspend and/or amend the contest at any time without lability and without prior notice to any contestant if any factor interferes with its operation as contemplated by these Rules, including but not limited to any fraud, virus, or other technical problem which corrupts the administration, security, or proper operation of the Contest. Any amendments to these contest rules will be posted on: **iralfest.com**
- 24. IRAL RISING STAR is not responsible for theft, defects, and human errors including negligence, which may result in the failure of IRAL RISING STAR to award the Prizes.
- 25. By participating in the Contest, Participants: (a) agree to comply with and be bound by these Rules and the decisions of IRAL RISING STAR, which shall be binding and final in all respects; (b) release IRAL RISING STAR from all liability, loss, harm, damages, cost, or expense arising out of participation in the Contest, participation in any contest-related activity or the acceptance, use, or misuse of the Prizes, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom, or in connection with the awarding, receipt, possession, use and/or misuse of the Prizes; (c) grant to IRAL RISING STAR the unrestricted right, in IRAL RISING STAR's sole discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, by internet/electronically, exhibit, distribute, adapt and otherwise use or reuse the winning Participant's name, photograph, likeness, voice, and biography, in any and all media now known or hereafter devised, in connection with the Contest and the exploitation thereof; (d) grant to IRAL RISING STAR the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the winner and agree to be contacted by IRAL RISING STAR by mail, telephone and/or email; (e) grant to IRAL RISING STAR the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; (f) acknowledges that IRAL RISING STAR may disclose his/her Personal Information to third-party agents and service providers of IRAL RISING STAR in connection with any of the activities listed in (d) and (e) above; and (g) acknowledges that IRAL RISING STAR makes no warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to any Prizes, and disclaims all liability for the provision, guality or nature of any thirdparty products or services provided to the Prize winner. By entering the contest, each contestant agrees that IRAL RISING STAR has the right to use their names, likenesses, and images of all persons performing for future advertising, promotion, and publicity in any manner and in any medium now known or hereafter devised in perpetuity and waives any right to any fee or compensation.
- 26. IRAL RISING STAR assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected, or incomplete application or video entries, notifications, responses, replies or any release, or for any computer, online, software, telephone, hardware, or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. IRAL RISING STAR



assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. IRAL RISING STAR is not responsible for any problems, failures, or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. IRAL RISING STAR is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest.

- 27. IRAL RISING STAR is not responsible for any injury or damage to Participants or to any computer related to or resulting from participating or downloading materials in this Contest. Participant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive the Prizes. IRAL RISING STAR assumes no responsibility or liability in the event that the Promotion cannot be conducted as planned for any reason, including those reasons beyond the control of IRAL RISING STAR, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity, or proper conduct of the Contest.
- 28. To avoid impropriety issues, the Producer and any television network broadcasting the Program will consider whether you or any of your immediate family members or anyone living in your household may be or have been within the past two (2) years employees, officers, directors, or agents of any of the following: Yaad Vibes Promotions and/or IRAL RISING STAR Management. (a) Producer, any entity owned or controlled by or affiliated with the foregoing or any television network broadcasting the Program, or any of their respective direct or indirect parent, subsidiary, affiliated or related entities; (b) any person or entity involved in the development, production, distribution or other exploitation of the Program or any variation thereof; (c) any sponsor of the Program. In addition, Producer reserves the right to render ineligible any person that Producer solely determines, is satisfactorily connected with the production, administration, judging, or distribution of the Program such that his or her participation in the Program could create the appearance of impropriety.
- 29. The Contest is void where prohibited by law and is subject to all applicable federal, provincial, and municipal laws and regulations. All incidental costs and expenses not specifically referred to herein, including but not limited to taxes, (other than GST or HST and PST where applicable which are included in the Prizes), are the sole responsibility of winners. No cash or other substitution may be made, except by the Producer IRAL RISING STAR Management, who reserves the right, in its sole discretion, to substitute the Grand Prize with another prize of greater or equal value in the event that the Grand Prize is unavailable or cannot otherwise be awarded as described. Any and all disputes, claims and causes of action arising out of or connected with this Contest, or the Prizes awarded, shall be resolved individually, without resort to any form of class action. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the Participant and IRAL RISING STAR in connection with the Contest, shall be governed by, and construed in accordance with, the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules. Should any provision of these Rules be deemed unenforceable or invalid, the other provisions of these Rules shall remain in full force and effect. IRAL RISING STAR's failure to enforce any provision of these Rules shall not constitute a waiver of that or any other provision.
- 30. All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans, and representations are owned by IRAL RISING STAR and/or its respective affiliates as applicable. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

CANCELLATION or POSTPONEMENT: IRAL RISING STAR can cancel or postpone the competition at any time. Contest may be postponed or cancelled for any reasons, including extenuating and unexpected circumstances, pandemics, national or global crisis, natural disasters and acts of God, and any other unforeseen circumstance without financial fault.

