

# **RADIO DISNEY'S N.B.T. (NEXT BIG THING) – TALENT CONTEST 2012 – OFFICIAL RULES**

## **I. NAME OF SPONSOR(S)**

Radio Disney Network (Hereinafter referred to as "Sponsor").

## **II. CONTEST**

Radio Disney's N.B.T. (Next Big Thing) Talent Contest ("Contest") will feature five (5) artists and/or bands ("Artist") over 10 weeks beginning Saturday, September 29, 2012, including approximately 3 weeks of promotion periods. All Artists will participate in head to head competition resulting in elimination of single Artists bi-weekly, with final Artist (winner) to be named on or about Saturday December 8, 2012 at 7:00 pm ET and will be featured in on-air and online promotional announcements through Friday January 11, 2013 (the duration of week 15). Artists will record and/or deliver two songs ("Initial Sound Recordings") in accordance with the terms of a participant agreement that Artist will enter into with Sponsor ("Participant Agreement") (which such Initial Sound Recordings shall be pre-approved by Sponsor) for use throughout the competition (e.g., on radio, TV, online and public performances) and that may, without limitation, be digitally and/or physically released by the Disney Music Group ("Label") subject to the Artists signing the Participant Agreement and Label's standard Artist Agreement which, with respect to rights granted, will correspond to the rights granted pursuant to the Participant Agreement and any other documentation required by Label.

Although all Artists have already been chosen for the 2012 N.B.T. Contest, to apply for possible participation in a future N.B.T. Contest, artists, parents or managers may submit a video link of the artist singing a song of their choice to [RD.MusicDirector@Disney.com](mailto:RD.MusicDirector@Disney.com). Please include complete contact information as well as artist's name, age, city, state and brief bio. The artist may then be contacted by the Radio Disney programming department with an invitation to audition in person. If selected as one of the final five N.B.T. artists, the artist will need to record and/or deliver two Initial Sound Recordings in accordance with the terms of a Participant Agreement that Artist will enter into with Sponsor (which such Initial Sound Recordings shall be pre-approved by Sponsor) for use throughout the competition (e.g., on radio, TV, online and public performances) and that may, without limitation, be digitally and/or physically released by Label subject to the artists signing the Participant Agreement and Label's standard Artist Agreement and any other documentation required by Label. Please note, not all N.B.T. submissions will be contacted by the Radio Disney programming department, and all selections are at Sponsor's sole discretion.

## **III. CONTESTANTS**

Five Artists have been pre-selected to compete from physical and/or online music selections by, and submissions to, Sponsor.

Artists must be legal residents of the 50 United States or the District of Columbia.

Artists must sign in advance of participating in the Contest both a Confidentiality Agreement and a Participant Agreement. Further details concerning the Contest and various Artist representations and obligations concerning submissions and materials, and Artist agreements regarding confidentiality and certain exclusivity rights as a condition of entry, are described in further detail in the Confidentiality and Participant Agreements. Artist's representations and obligations in the Confidentiality Agreement, Participant Agreement and these Official Rules ("Rules") are cumulative and the terms of all related agreements, including but not limited to the Confidentiality Agreement and Participant Agreement, are incorporated as part of the Rules by reference herein.

## **IV. CONTEST PROCEDURES**

Artists will compete head to head in 4 rounds-- on air, online, on Disney Channel and via web enabled mobile phones. During that period Radio Disney listeners will have the opportunity to vote for their favorites via [www.RadioDisney.com](http://www.RadioDisney.com), [www.facebook.com/RadioDisney](http://www.facebook.com/RadioDisney), [www.twitter.com/RadioDisney](http://www.twitter.com/RadioDisney), [www.radiodisney.com/austinandally](http://www.radiodisney.com/austinandally) and via text messaging. Each listener is allowed ten (10) votes per day on each of the following voter mechanisms: RadioDisney.com, [www.facebook.com/RadioDisney](http://www.facebook.com/RadioDisney), [www.twitter.com/RadioDisney](http://www.twitter.com/RadioDisney) and [www.radiodisney.com/austinandally](http://www.radiodisney.com/austinandally); and ten (10) votes per voting round via text messaging. After the end of each round the Artist with the least votes is eliminated from remaining competitions.

The order in which the Artists appear in each competition will be at Sponsor's sole discretion. All Artists will be featured approximately equally via Radio Disney on air produced features and other media outlets noted above. Artists and voting participants may listen to Radio Disney and go to [www.RadioDisney.com](http://www.RadioDisney.com) for regularly updated N.B.T. Artist elimination and status.

Rounds and elimination schedules are as follows:

Elimination Round 1: (5 Artists)

Voting: Friday, October 26, 2012 7:00pm ET- Monday, October 29, 2012 11:59am ET

Elimination Announcement: Friday, November 2, 2012 7:00pm ET

Elimination Round 2: (4 Artists)

Voting: Friday, November 2, 2012 7:00pm ET- Monday, November 5, 2012 11:59am ET

Elimination Announcement: Friday, November 9, 2012 7:00pm ET

Elimination Round 3: (3 Artists)

Voting: Friday, November 9, 2012 7:00pm ET- Monday, November 12, 2012 11:59am ET

Elimination Announcement: Friday, November 16, 2012 7:00pm ET

Elimination Round 4: (2 Artists)

Voting: Friday, November 30, 2012 7:00pm ET- Monday, December 3, 2012 11:59am ET

Winner Announcement:

Saturday, December 8, 2012 7:00pm ET

The winner will be announced on Radio Disney, followed by announcements on [www.RadioDisney.com](http://www.RadioDisney.com), Disney Channel, the Radio Disney mobile website and/or other online sites.

## **V. CONTEST PARTICIPATION**

All selected Artists will be required to participate in the following production elements, and as per the following schedule and guidelines:

### **A. N.B.T. PRODUCTION SCHEDULE:**

Each Artist will arrive on Monday, July 30 and depart on Saturday, August 4, 2012:

Travel day (to Los Angeles): Mon, Jul 30<sup>th</sup>;

Production/shoot day: Tue, Jul 31<sup>st</sup>;

Production/shoot day: Wed, Aug 1<sup>st</sup>;

Production/shoot day: Thu, Aug 2<sup>nd</sup>;

Production/concert: Fri, Aug 3<sup>rd</sup>;

Travel day (to Artist's original destination): Sat, Aug 4<sup>th</sup>.

During the 4 days of Production Artist will be expected to participate as directed in the filming, audio recording and photography of (events that may include but are not limited to): Artist profile interviews; interviews on Radio Disney; live or mock-recorded performances (track, acoustic or full band); Initial Sound Recordings; concert performances and photo shoots.

### **B. PRODUCTION PROVISIONS:**

Radio Disney will provide the following per Artist:

Round trip coach airfare for each Artist and one parent/guardian (all Artist parent/guardian travel and per diems are for one parent/guardian per minor, unless Artist band includes more than one minor with the same parent/guardian, in which case the provisions are for one parent/guardian per family);

\$65 Per Diem for each Artist and the parent/guardian(s) (for all 5 nights of stay); 5 nights of one double occupancy standard hotel room per each Artist (or 2 standard rooms or one suite for Artists in a band and parents/guardians); ground transportation in LA (to/from airport and to/from production locations); hair and makeup for film shoots.

Artists will be provided with handheld video cameras (one each Artist or band) to take home with them following production. Video cameras do not need to be returned. Each Artist must shoot 30 minutes of fun, appropriate, behind-the-scenes home video ("RD Requested BTS Video Footage") showcasing their home life and love of music and send RD Requested BTS Video Footage to Radio Disney Production. Artist may also submit footage that existed prior to, and was not created in contemplation of, the Contest (by way of example only, footage of the Artist as an infant) ("Pre-Existing Footage"). RD Requested BTS Video

Footage and Pre-Existing Footage do not need to be edited. The RD Requested BTS Video Footage and Pre-Existing Footage should not include any third-party copyrighted materials (such as other copyrighted music, video, and/or images) or materials created by third-parties. The RD Requested BTS Video Footage and Pre-Existing Footage should not include any visible and/or audible participants other than the Artists in their own homes. RD Requested BTS Video Footage should be shot/recorded by Artist. RD Requested BTS Video Footage must be received by Radio Disney Production by Friday, September 2, 2012. Artists can continue to record material using the handheld camera throughout the Contest period and forward to Radio Disney Production (not more than 10 minutes every 2 weeks). All RD Requested BTS Video Footage and content submitted will become the sole property of Sponsor, as more fully set forth in the Participant Agreement. Artist shall retain ownership of the Pre-Existing Footage subject to the license granted to Sponsor to use Pre-Existing Footage as more fully set forth in the Participant Agreement. All RD Requested BTS Video Footage and Pre-Existing Footage may or may not be used by at Sponsor's sole discretion, and the amount of RD Requested BTS Video Footage and Pre-Existing Footage made available for public viewing (including but not limited to on line, on air, and/or on mobile devices) for each Artist shall have no impact on the winner selection or any other element of the Contest in any way. Sponsor may substitute or supplement with other production video of a featured Artist shot as part of the Contest at Sponsor's sole discretion.

Each Artist is required to provide three (3) outfits to wear during Production/shoot days that fit the following guidelines:

- CASUAL, FUN TEEN OUTFITS
- NO ORANGE (or REDDISH ORANGE)
- BOLD SOLID COLORS PREFERRED
- NO VISIBLE LOGOS WHATSOEVER
- NO CRAZY PRINTS, PATTERNS OR STRIPES
- NO ALL WHITE OR ALL BLACK
- NO RIPS, FRAYS OR HOLES ON JEANS OR ANY PART OF CLOTHING
- NOTHING TOO REVEALING, TIGHT OR LOW CUT
- CLEAN-CUT, ALL AMERICAN YOUTHFUL LOOK
- NO TATTOOS OR PIERCINGS (OTHER THAN FEMALE EAR PIERCINGS)

#### C. DISNEY WORLD CONCERT APPEARANCE AND PERFORMANCE

Each Artist will arrive on June 21 and depart on June 25, 2012:

Travel day (to Orlando): Thu, Jun 21<sup>st</sup>;

Appearance/Concert: Fri, Jun 22<sup>nd</sup>.

Appearance/Concert: Sat, Jun 23<sup>rd</sup>;

Appearance/Concert: Sun, Jun 24<sup>th</sup>;

Travel day (to Artist's original destination): Mon, Jun 25<sup>th</sup>.

During the three days of production Artist will be expected to participate as directed in the filming, audio recording and photography of (events that may include but are not limited to): up to three (3) concert events (acoustic or track); Artist press interviews; Artist Radio Disney interviews; 1-hour public Meet and Greet; and photo shoots.

Radio Disney will provide the following per Artist:

Round trip coach airfare for each Artist(s) and one parent/guardian; \$65 Per Diem for each Artist and the parent/guardian(s) (for all 3 days of production); 3 nights of one double occupancy standard hotel room per Artist (or 2 standard rooms or suite for Artists in a band and parents/guardians); ground transportation in Orlando (to/from airport and to/from performance location); hair and makeup for film shoots.

#### D. N.B.T. KICK OFF CONCERT

Each Artist will arrive on October 11 and depart on October 14, 2012:

Travel day (to Los Angeles): Thu, Oct 11<sup>th</sup>;

Production/Shoot: Fri, Oct 12<sup>th</sup>;

Production/Concert: Sat, Oct 13<sup>th</sup>;

Travel day (to Artist's original destination): Sun, Oct 15<sup>th</sup>

During the two days of production Artist will be expected to participate as directed in the filming,

audio recording and photography of (events that may include but are not limited to): up to one (1) concert event (acoustic or track); Artist press interviews; Artist Radio Disney interviews; 1-hour public Meet and Greet; and photo shoots.

Radio Disney will provide the following per Artist:

Round trip coach airfare for each Artist(s) and one parent/guardian; \$65 Per Diem for each Artist and the parent/guardian(s) (for all 3 nights of stay); 3 nights of one double occupancy standard hotel room per Artist (or 2 standard rooms or suite for Artists in a band and parents/guardians); ground transportation in Los Angeles (to/from airport and to/from performance location); hair and makeup for film shoots.

#### E. N.B.T. FINALE CONCERT

The final two contestants will arrive on December 6 and depart on December 9, 2012

Travel day (to Los Angeles): Thu, Dec 6<sup>th</sup>;

Production/Shoot: Fri, Dec 7<sup>th</sup>;

Production/Concert: Sat, Dec 8<sup>th</sup>;

Travel day (to Artist's original destination): Sun, Dec 9<sup>th</sup>

During the two days of production Artist will be expected to participate as directed in the filming, audio recording and photography of (events that may include but are not limited to): up to one (1) concert event (acoustic or track); Artist press interviews; Artist Radio Disney interviews; 1-hour public Meet and Greet; and photo shoots.

Radio Disney will provide the following for the final two Artists:

Round trip coach airfare for each final Artist(s) and one parent/guardian; \$65 Per Diem for each Artist and the parent/guardian(s) (for all 3 nights of stay); 3 nights of one double occupancy standard hotel room per Artist (or 2 standard rooms or suite for Artists in a band and parents/guardians); ground transportation in Los Angeles (to/from airport and to/from performance location); hair and makeup for film shoots.

#### F. WORKING HOURS AND PERMITS:

Minors 9 to 16 years of age may work up to 7 hours on non-school days (and may be at the place of employment for no more than 9½ hours, including meal and rest periods); must have a parent/guardian within sight or sound at all times; and require the presence of a studio teacher (regardless of whether school is in session).

16- and 17-year-olds may work up to 8 hours on non-school days (and may be at the place of employment for up to 10½ hours); do not require the presence of a parent/guardian (although common sense should dictate whether it should be required by the company for any particular engagement); and do not require a studio teacher during non-school time.

All Artists must show proof of a California Entertainment Work Permit. Applications are free and will be supplied by Sponsor. Artist and parent/guardian must complete and process application and provide approved Permit one week in advance of first Production/shoot day of July 23, 2012. Artist must keep permit current throughout competition and one year thereafter.

### **VI. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED**

The Artist receiving the least votes in each round of competition will be eliminated from future rounds and will be notified via email and phone prior to the beginning of future rounds.

Response to winner notification must be received by Sponsor within 24 hours or the prizes will be forfeited and will be awarded to a runner-up. Winner will be contacted on or about December 8, 2012.

In the event winner is deemed ineligible or fails to comply with Contest procedures, then the prizes will be awarded to a runner-up.

### **VII. HOW TO VOTE FOR ARTISTS**

**NO PURCHASE NECESSARY.**

Each participant listener may vote ten (10) times *per day*, per voting mechanism in each elimination round via RadioDisney.com, Facebook.com/RadioDisney, Twitter.com/RadioDisney and RadioDisney.com/austinandally; and ten (10) times per *voting round* via text messaging.

**VOTE VIA RADIODISNEY.COM** Participant listeners may look at Artist photos, watch Artist videos, listen to Artist interviews, listen to featured song selections and vote ten (10) times per day via their computer at [www.RadioDisney.com](http://www.RadioDisney.com).

**VOTE VIA FACEBOOK.COM/RADIODISNEY** Participant listeners may vote ten (10) times per day via their computer at [www.facebook.com/RadioDisney](http://www.facebook.com/RadioDisney).

**VOTE VIA TWITTER.COM/RADIODISNEY** Participant listeners may vote ten (10) times per day via their computer at [www.twitter.com/RadioDisney](http://www.twitter.com/RadioDisney). Valid voting via tweets will include @RadioDisney and the pre-determined hashtag of each Artist (further details and contestant hashtags will be on Twitter.com/Radiodisney).

**VOTE VIA WWW.RADIODISNEY.COM/AUSTINANDALLY**

Participant listeners may vote ten (10) times per day via their computer at [www.RadioDisney.com/austinandally](http://www.RadioDisney.com/austinandally).

**VOTE VIA TEXT MESSAGING** Participant listeners may text their vote to 347639 ten (10) times per voting round. Data is gathered and added to the data collected online to determine Artist elimination. Text messaging may not be available in all areas. **KIDS AND PARENTS PLEASE NOTE: Standard carrier-messaging and data fees may apply to each text message sent and received. Kids ask your parents' permission before texting. There are no premium charges attached to these texts.**

Sponsor is not responsible for failed, partial or garbled computer, phone and/or text transmissions, or for technical failures of any kind, including but not limited to votes that are not processed and electronic malfunction or damage of any telephone/cable network or lines, online systems, servers, providers, network, hardware or software. No responsibility is assumed 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 votes; or failure of any e-mail or electronic votes to be received on account of technical problems or traffic congestion on the Internet or at any Web-site, or any combination thereof; or any injury or damage to any computer related to or resulting from participation in or downloading any materials from the Contest.

Mass votes or voting generated by a script, macro or use of automated devices ("Mass Voting") will be disqualified. Sponsor reserves the right to modify, suspend or cancel the Contest in the event: the Contest becomes infected by a computer virus or is otherwise technically impaired; and/or tampering, unauthorized intervention, fraud, technical failures, Mass Voting or other causes corrupt the administration, security, fairness, integrity or proper play of the Contest. If modified, suspended, or canceled, Sponsor reserves the right at its sole discretion to determine the winner using all non-suspect, eligible votes received up to the time of modification/suspension/cancellation using the judging procedure outlined above. Sponsor reserves the right at its sole discretion to disqualify any individual involved with, and/or void all associated votes it finds to be: tampering with the voting process or the operation of the Contest or related websites; intending to annoy, abuse, threaten or harass any Artist, Sponsor or any of its representatives; or to otherwise be acting in violation of the Rules. CAUTION: Any attempt to deliberately damage any website or undermine the legitimate operations of the Contest is potentially a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages and other such remedies from any such person to the fullest extent permitted by law.

Sponsor reserves the right to modify the voting mechanism, method and/or processes during the Contest to account for technical and production issues and to improve the user experience (including, without limitation, by adding to, changing or eliminating a method of submitting votes). Any such changes will be noted in a revision to the Rules and online.

**VIII. N.B.T. PRIZE**

The one winning Artist ("Winner") is entitled to receive the Grand Prize. The Grand Prize includes the

opportunity to film an appearance on an episode of the Disney Channel Original Series "Austin & Ally" or a comparable Disney Channel series or movie ("Filming Opportunity") within one year of winner announcements; and in addition to the Initial Sound Recordings which will already have been recorded and delivered by Artist pursuant to Section I above, the Winner will have the opportunity to record an additional single sound recording ("Additional Sound Recording"), as selected by Sponsor/Label, for release in physical and/or digital formats through Label (the "Sound Recording Opportunity"), subject to the Winner signing Label's standard Artist Agreement which, with respect to rights granted, will correspond to the rights granted pursuant to the Participant Agreement and any other documentation required by Label, and subject to the Artist's fulfillment of all additional prize requirements as specified in the Rules. (In connection with Winner rendering Artist's services pursuant to the Grand Prize, Artist agrees that Artist is a member in good standing with the American Federation of Television & Radio Artists ("AFTRA") or is willing and eligible to join AFTRA prior to rendering any such services. Artist further acknowledges and agrees that in connection with Artist's services pursuant to the Grand Prize, Artist shall be entitled to receive the minimum scale wage provided for in the applicable AFTRA agreement plus fringe benefits. Winner must also be available for the possibility of filming in Los Angeles for 7 days between the dates of December 10, 2012 and December 21, 2012.) Winner travel and accommodations for the Filming Opportunity will be provided by Sponsor as part of the Grand Prize with the following terms: coach airfare for Winner plus one parent/guardian (even if more than one parent/guardian is involved for Winner, only one parent/guardian ticket will be provided); one standard double occupancy hotel room; \$65 per diem for each Winner and one parent/guardian; and local (Los Angeles) ground transportation. The Grand Prize also includes \$3,000 for each Winner.

All elements of the Grand Prize are subject to the Winner/Artist's fulfillment of all additional prize and rules requirements as specified in the Rules. Approximate retail value ("ARV") of the total Grand Prize: \$9,000 which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares, and the number of artists in Winner band if Winner is not a solo artist. If the actual value of the prize is less than the stated ARV, the difference will not be awarded. Prize is not redeemable for cash or transferable.

All Artists will receive the following Artist Prizes (see Section V for additional details):

LA Production Package: Round trip coach airfare for each Artist and one parent/guardian (all Artist parent/guardian travel and per diems are for one parent/legal guardian per minor, unless Artist band includes more than one minor with the same parent/guardian, in which case the provisions are for one/parent legal guardian per family); \$65 Per Diem for each Artist and the parent/legal guardian(s) (for all 5 nights of stay); 5 nights of one double occupancy standard hotel room per each Artist (or 2 standard rooms or one suite for Artists in a band and parents/guardians); ground transportation in LA (to/from airport and to/from production locations); hair and make up for film shoots; and one (1) hand-held consumer grade digital video camera (per Artist or band).

Disney World Concert Package: Round trip coach airfare for each Artist(s) and one parent/legal guardian; \$65 Per Diem for each Artist and the parent/legal guardian(s) (for all 3 nights of stay); 3 nights of one double occupancy standard hotel room per Artist (or 2 standard rooms or suite for Artists in a band and parents/legal guardians); ground transportation in Orlando (to/from airport and to/from performance location); hair and makeup for film shoots. The total approximate retail value of Artist Prizes, per solo Artist is \$4,000 which will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares, and the number of artists in Winner band if Winner is not a solo artist.

Artist understands that: (i) the failure to enter into a Participant Agreement and/or an Artist Agreement and to fully satisfy the remaining requirements as specified in the Rules on a timely basis shall result in disqualification and forfeiture of the prizes including the title of Contest "winner"; (ii) the prizes are not transferable or exchangeable and may not be redeemed for cash, except as specified in the Rules; (iii) Artist is solely responsible for any and all federal, state and local taxes that may be due on the prizes and that Artist will receive a 1099 tax form reflecting the actual retail value of any prize valued at \$600 or more; (iv) Prize travel and/or accommodations must occur on or within any specified travel dates described in the Rules or the prizes shall be forfeited in its entirety; and (v) Parent/guardian guest(s) and Artist must travel on the same itinerary; or the prizes shall be forfeited in its entirety. To claim prize Artist and/or Artist's parent/guardian must: (a) provide proof of Artist's age, residency, and legal status; (b) sign and return eligibility, publicity, liability, rules compliance and any other releases requested by Sponsor; all within the time period(s) specified by Sponsor.

Sponsor is not responsible for circumstances that make it impractical or impossible to fulfill the Grand Prize Filming Opportunity, Concert Opportunities and/or Sound Recording Opportunity and related elements of the Contest. These elements of the Grand Prize and any related production/shoot elements (including but not limited to: Artist interviews; performances; recordings and film/photo shoots) of the Artist Prizes have no approximate retail value, and if it becomes impractical or impossible to fulfill this element, Sponsor's only obligation will be to provide the remainder, if any, of the prizes.

All expenses not specifically provided for herein are the winner's sole responsibility. Some restrictions may apply.

## **IX. RELEASES**

Without limiting any of the provisions of the Participant Agreement, Artist agrees to the following:

By participating, voting participants and Artists agree to be bound by the Rules and the decisions of the Sponsor and any Contest administrators, which shall be final in all respects.

By participating in the Contest and/or accepting any prize that they may win, Artists agree to release Radio Disney, their parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in the Contest and/or acceptance or use of the prize.

Artists authorize the Released Parties to use their name, voice, likeness, biographical data, city and state of residence and materials submitted by Artists in programming or promotional material, in any media now known or hereafter created or conceived, worldwide in perpetuity, and/or on a winner's list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation.

Artists may be booked for pay and in compliance with all Radio Disney policies and state/federal laws for local performances by Sponsor during the Sweepstakes time period. However, it is understood that such bookings will have no impact on the winner selection or any element of the Contest in any way.

## **X. ARTIST GOOD FAITH INTENTIONS**

Sponsor requires all participants and Artists to act in good faith in all matters relating to the Contest and other Artists. To that extent any participant or Artist acts in a manner that: disparages or damages the Contest or another Artist via press, broadcast, online or any other means, including but not limited to deliberately encouraging others to vote against an Artist; employing or encouraging others to employ Mass Voting mechanisms; or in any way interfering with the planned Contest and voting procedures; is cause for disqualification from the Contest and/or the ability to vote for Artists. This determination shall be made at Sponsor's sole discretion.

All Artists acknowledge and agree to work in conjunction with Sponsor on any and all marketing, promotional or press relating to the NBT program and/or Contest both during the Contest and for a period of six months following the end of the Contest, as permitted by law. Participants agree they will not conduct, participate or sanction any press interviews or other press activities related to N.B.T. and/or the Contest without the advance consent of Sponsor.

During the Contest and for a period of six months following the end of the Contest all Artists agree to work in conjunction with Sponsor regarding any and all materials posted on their web pages, social networking sites or any related Artist pages and Sponsor reserves the right to approve or reject, at Sponsor's sole discretion, any materials on any of these sites controlled by Artists deemed not appropriate or that may somehow potentially skew the Contest outcome.

## **XI. SUBMITTED MATERIALS**

Artists acknowledge that Materials may be included and/or discussed in a broadcast, that such discussion may include statements or opinions by the broadcast talent or others about the Artists, the Artists' appearances and/or the materials, and that those statements and opinions may be considered surprising, embarrassing or otherwise offensive or injurious to them and/or other third parties. Artists release the Released Parties from any actions, claims, injury, loss or damage allegedly caused, directly or indirectly, by any such public statements or opinions.

## **XII. MISCELLANEOUS; WINNERS' LIST**

Void where prohibited. All federal, state and local laws and regulations apply.

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify and/or suspend the Contest in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the Contest as originally planned.

## **XIII. WINNER ANNOUNCEMENT**

Contest winner will be announced on Radio Disney on or about Saturday, December 8, 2012 7 pm ET. The winner will be featured in on-air and online promotional announcements through Friday, January 11, 2013 . Further announcements will be placed on [www.RadioDisney.com](http://www.RadioDisney.com), the Radio Disney Mobile website and/or other online sites, following on-air announcement. Winner will be posted online at [www.RadioDisney.com](http://www.RadioDisney.com) for 60 days after Contest end date.