



HOG HOUSE BAND SEARCH '09

CONTEST RULES

1. TO ENTER "The HOG's House Band Search Contest":

- i. As a condition of entry and winning, contestants agree they have read these Official Rules and to abide by and be bound by all terms of these Official Rules for this Contest. ENTRIES THAT DO NOT MEET THE REQUIREMENTS SPECIFIED BELOW WILL BE DISQUALIFIED AND WILL NOT BE JUDGED. **Any and all questions pertaining to this contest must be directed to 102.9 THE HOG's Promotions Department: 414-978-9000 ext 435 OR email to marketing@1029thehog.com**
- ii. During the entry period, (9am Tuesday, September 8th – 5p Friday, September 25th, 2009) contestants may enter via the internet, by logging on to <http://www.1029thehog.com> (official 102.9 THE HOG website), reading and accepting the official contest rules, and following directions to complete the online entry in its entirety, including the online entry form. Submissions may also be dropped off during regular business hours at Sponsor (5407 W. McKinley Ave. Milwaukee, WI 53208) **After each band completes their submission, they will be required to click on the "I accept the Official Rules" checkbox and click on the Online Entry Release Form checkbox on the 102.9 THE HOG internet site. Once the entrant has clicked on the submit button, they will be entered into the Contest.**
- iii. Submissions should include the following
 - 3 songs from the band, a minimum of 1 song must be original with permission from the author to submit. Each Entry must be at least thirty (30) seconds and no longer than fifteen (15) minutes in length
 - Band biography – recent appearance, band history, names and background on all members, etc.
 - Photos/videos of the band. If you are giving us a physical (as opposed to digital only) entry it must be in one of the following formats: Data disc with file in .avi, .mpeg, or .wmv, or DVD disc.
 - Information on bands official website as well as any fan pages/social media network sites about the band like Facebook, Myspace or Twitter.
 - Any other materials regarding the band they think will help its entry
- iv. All songs must conform to 102.9 THE HOG's standards and practices and policies as established or determined by Sponsor in its sole discretion. Without limiting the foregoing, songs may not contain profanity, or references to violence, or demean any gender, race, religion or sexual orientation.
- v. All entries become the property of 102.9 THE HOG and will not be returned. All other entries (non grand prize winning) and entrants are not entitled to any compensation whatsoever, and 102.9 THE HOG may use any entries for any use they desire. No further compensation will be awarded to any contestants.
- vi. By entering, all participants agree their voice, name, photograph, caricature and likeness may be used by 102.9 THE HOG for promotional purposes without further remuneration. All qualifiers agree to provide 102.9 THE HOG their name, address, phone number and social security number. This will only be used for processing necessary information as it pertains to prizes.

- vii. Sponsor is not responsible for error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or technical, network, telephone equipment, electronic, computer, hardware, or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry, winner(s) or other contest information by Sponsor or entrants for any reason whatsoever. Sponsor is also not responsible for any injury or damage to any entrant's or any other person's computer related to or resulting from playing or downloading any materials in the Contest or for entries that are late, misdirected or incomplete

- viii. Band will be represented by a main contact who must be over 21, a Wisconsin resident, have a valid drivers license, valid email address and working phone number.

CONTENT TERMS OF ENTRY: Proof that you uploaded an Entry does not constitute proof or evidence that it was received within the Promotion Period or eligible for the Contest. Sponsor reserves the right to disqualify and/or remove any Entry in whole or in part for any reason within its sole and absolute discretion provided it believes the Entry is not in the spirit of the Promotion or is not compliant herewith, or will have a detrimental impact on Sponsor, Forecastle, this Promotion, or any of Sponsor's products or services. Without limiting the foregoing, any obscene, offensive, sexual or otherwise inappropriate Entry including without limitation those referencing or depicting violence, nudity or explicit activity, or which are not in the spirit of the Contest or do not meet Sponsor's standards for any reason, as determined by the Sponsor, in its discretion, will not be considered. If, based on the Entry Materials, Sponsor determines in its absolute discretion that the band does not appeal to or align with Sponsor's target audience or the overall band image would be detrimental to Sponsor's brands, Sponsor reserves the absolute right to disqualify the band and Entry. Entries will not be returned.

2. JUDGING:

There will be three rounds of judging.

a. Round one judging will be completed by representatives of THE HOG and The G Daddy's BBC. They will review all of the entrants and qualify up to 12 bands (9 finalists plus 3 alternates) to go on to Round Two. Bands will be judged on their submitted materials on the basis of talent/technical proficiency, vocals, music ability, resume/professionalism and fan base.

CONTINUED CONSIDERATION IN THIS CONTEST ALSO REQUIRES THAT ENTRANTS PARTICIPATE IN THE FOLLOWING AFTER THE ENTRY IS SUBMITTED (FAILURE TO DO SO FOR ANY REASON WILL RESULT IN AUTOMATIC DISQUALIFICATION FROM THIS CONTEST, WITHOUT NOTICE TO ENTRANT):

All Finalists will be required to attend and perform in the following in order to be eligible to continue participation in this contest as a Finalist:

Attend one of two interviews, photo, and video sessions with WHQG management on either one of these two dates and times:

September 30th, 2009 from 5pm - 7pm
October 1th, 2009 from 4pm - 6pm

All interviews, photo and video sessions will be conducted at the HOG Studios (5407 W McKinley Ave – Milwaukee, WI 53208). Each Finalist band will be scheduled by WHQG to attend one of these meetings. Station will use reasonable efforts to attempt to contact Finalists to inform them of which of the days/times they are scheduled for. WHQG will take photos and video of each "House Band Finalist" as well as record an interview for use on 102.9 The HOG and 1029thehog.com It is the sole responsibility of each finalist band to have a majority of its members in attendance at this session, and failure to attend for any reason may be disqualified in WHQG's sole discretion.

WHQG has no responsibility or liability for waiting time or delays at these sessions.

Notification to each Finalist band of the date/time of their session will be by telephone (including by message on the Finalist band's main contact voicemail, with no responsibility for any failure of the voicemail). If WHQG is unable to contact a Finalist band live by telephone or the Finalist band fails to respond by 5pm (CST) on business day immediately preceding the assigned interview date, fails to call or show up timely for the assigned interview or meeting date and time, or if a Finalist band fails to comply with any of the Contest rules, that Finalist band may be disqualified in WHQG's sole discretion. WHQG reserves the right, in its sole discretion, to agree to allow a particular Finalist band to call in or attend a different session date/time than the one assigned – however, WHQG will not be required to do so and will not be required to do so for one Finalist band just because it agrees to do so for another. WHQG also reserves the right (but is not obligated) to attempt to contact a selected Finalist band on one or more occasions or on one or more phone lines or other modes of communication and will NOT be required to contact all selected Finalists band the same number of times or in the same number of ways.

Any failure to attend, timely arrive or failure to stay for the duration of any of the above will result in automatic disqualification of that Finalist.

b. Round Two judging will be completed by The HOG listeners in attendance at G Daddy's BBC (2022 East North Avenue. Milwaukee, WI 53202) . On each of the preliminary nights (starting at 9pm on October 9th, 16th and 23rd, 2009) 3 pre-assigned finalist bands will play for the audience at The G Daddy's BBC with audience ballots determining the winner for that preliminary night. Ballots will be counted at the end of the evening by representatives of The HOG, and The G Daddy's BBC in the presence of a representative of each band. An announcement of the winning band will be made the following Monday on 102.9 The HOG.

c. Round Three / The Finale - The winners of the 3 preliminary nights will compete in the Finals at The G Daddy's BBC starting at 9pm on October 30th, 2009. The same voting and counting methodology used in the preliminary nights will be used in the Finals.

In order to be properly registered to participate in the Finale competitions, each Finalist band will be required to complete and sign a 2009 WHQG House Band Agreement and their main contact must sign a liability release and publicity rights release agreement, present a valid Wisconsin Drivers License or Wisconsin state identification card to evidence eligibility, and complete any other paperwork required by WHQG.

For both the preliminary and Finale, Bands are responsible for any HOG House Band Search equipment damaged or lost during their set-up, set, or tear-down. Lighting equipment and sound equipment will be provided. Bands will supply all other instruments they need. Bands must perform by self, i.e., no backup band or recorded music is allowed. Each Band will be responsible for adhering to the time requirements.

The 2nd place band will receive 7 hours of Trax 52 recording time (\$700 value) and a \$300 Cream City Music gift certificate / \$1,000. 3rd place 5 hours of Trax 52 recording time (\$500 value) and a \$200 Cream City Music gift certificate / \$700.

3. ELIGIBILITY.

All Milwaukee Radio Group contest rules apply. Open to bands that have a majority of its members legal residents of Wisconsin 21 years and older who are licensed drivers. Bands must have played the largest percentage of their shows in 2009 in the following Wisconsin counties: Milwaukee, Waukesha, Racine, Ozaukee and Washington. Band's main contact must have lawful connection to the Internet with a valid e-mail address and phone number. Only one entry per band and no person may perform in more than 2 band entries. A band is defined as at least two people each playing an instrument. All bands entering the Contest, including the band members individually must at the time of registration be unsigned and not subject to any exclusive or non-exclusive recording or phonograph record-distribution agreements, or only signed to independent records labels which are not distributed by so-called "major" record labels (currently Sony/BMG, Universal, Warner Brothers, Capitol/EMI/Virgin, and any labels regularly distributed by any of these companies). Bands signed to a so-called "major" record label are not eligible.

Professional radio personalities (persons who have been paid for their on-air performance in the past year) are not eligible. All employees of Lakefront Communications, LLC, Saga Communications, Inc., Beer Capitol Distributing/Miller Coors, and The G Daddy's BBC, as well as their affiliates, subsidiaries, and successor companies, contest sponsors, advertising and promotion agencies, contest prize suppliers, or employees of other radio stations, and the immediate families and household members of each, are not eligible. "Immediate family members" shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage, remarriage, adoption, co-habitation or other familial extension, and any other persons residing at the same household location, whether or not related. Sponsor reserves the right to disqualify any entrant at any time in its sole discretion.

Entrants who provide any false information with respect to employment history, background, or other credentials, may be immediately disqualified or, if already chosen the winner have that decision adjourned.

4. PRIZE:

Winner will be designated as THE HOG House Band for an estimated one-year engagement and will be entitled to the prize package of at least \$1,500.

The remaining grand prize value will be awarded in the form of the following:

- 1) Trax 52 recording time 10 hours/\$1,000. This prize will be awarded 4th Quarter 2009.
- 2) Cream City Music \$500 Gift certificate. This prize will be awarded 1st Quarter 2010.
- 3) Concert/event tickets and misc. other prizes from The HOG (estimated retail value = \$500). These prizes will be awarded 4th Quarter 2009 – 3rd Quarter 2010.
- 4) More items TBA – these items will be added and posted on 1029thehog.com as necessary. These prizes will be awarded 4th Quarter 2009 – 3rd Quarter 2010.
- 5) 102.9 The HOG will provide winning band with exposure on 102.9 The HOG thru airplay and promotional announcements (amount to be determined by 102.9 The HOG) as well as a band page on 1029thehog.com where the Winning band can post songs to be downloaded. The HOG will also work with its clients to book Winning band at a 1029 the HOG negotiated rate.

Winning band agrees to play one unpaid show for 102.9 The HOG per quarter from 4th Quarter, 2009 – 3rd Quarter, 2010 as well as an one additional show within the time frame mutually agreed upon by the Winning band and 102.9 The HOG. 102.9 The HOG will also make its best efforts to work with Winning band in scheduling these dates with as much advance notice as possible. A tentative schedule is as follows: (dates and events subject to change)

- 4th Quarter, 2009 – Friday's Front Row at Miller Park (tentative date November 14th, 2009)
- 1st Quarter, 2010 – House of Harley-Davidson's Indoor Bike Show (tentatively January, 2010)
- 2nd Quarter, 2010 – HOG Rock Girl Finale (tentatively schedule June, 2010)
- 3rd Quarter, 2010 – HOG listener's house

No prize substitution or cash redemption allowed by winner.

Prize is not transferable. When representing 102.9 The HOG, Winning band will be subject to all employee-conduct policies of WHQG. These contest rules do not modify Winner's employment-at-will relationship. Sponsor and Winning band are free to terminate the employment relationship at any time. Sponsor shall have all rights to copy, edit, broadcast, publish and use, in whole or in part, any materials featuring entrants, in any manner without compensation.

Winning band will be required to execute an Affidavit and Publicity/Liability Release or prize will be forfeited. Sponsor reserves the right to substitute prize with similar prize of equal or greater value for any reason. In the event the winner is not available or cannot otherwise fulfill the duties of THE HOG House Band, an alternative will be selected. Sponsor is an equal opportunity employer.

5. MISC:

By submitting entry materials, entrant agrees to be bound by these Official Rules. Entrants agree to submit to a background check. Entrants represent and affirm that they owe no conflicting obligations under contract or otherwise that would interfere with their performance if chosen to be THE HOG House Band. Entry constitutes permission to use band's name and likeness for purposes of conducting the contest and for publicity purposes without compensation. THE HOG, Lakefront Communications, LLC, Saga Communications, Inc., Beer Capitol Distributing/Miller Coors, and The G Daddy's BBC, their subsidiaries and affiliates, their officers, directors, agents, stockholders, insurers, and employees, and their advertising and promotional agencies and sponsors assume no responsibility or liability whatsoever for damages, loss or injury resulting from participating in any contest or acceptance or use of the prize (s). In consideration of participation in the contest, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the entrant, on entrant's behalf, and on behalf of entrant's heirs, successors or assigns, administrators and personal representatives, does hereby COVENANT NOT TO SUE, FULLY RELEASE AND FOREVER DISCHARGE (i) THE HOG, (ii) Lakefront Communications, LLC, (iii) Saga Communications, Inc., (iv) Beer Capitol Distributing/Miller Coors, (v) The G Daddy's BBC, and each of their respective direct and indirect subsidiaries, affiliates, partners and related entities, (vi) each of their respective directors, officers, employees, agents, insurers, attorneys, shareholders and representatives, and (vii) each predecessor, successor, and assign thereof, from and against any and all actions, charges, claims, losses, costs, damages, expenses (including attorneys' fees and expenses) and liabilities of any kind or character, whether known or unknown, in connection with, arising out of or in any way related to entrant's participation in the contest. Any and all disputes, claims and causes of action arising out of or connected with this contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration. 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 attorney's fees. Offer void where prohibited and subject to federal, state and local laws. Decisions of the contest judges are final and binding in all respects. Odds of winning depend on the number of qualified entrants and skills of same. All of The Milwaukee Radio Group's general contest rules also apply to this promotion. Sponsor reserves the right in its sole discretion to supplement or make changes to the rules of any contest at any time without notice. Sponsor reserves the right in its sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants.

6. WINNER LIST:

Send a self-addressed, stamped, business size (#10) envelope to: THE HOG HOUSE BAND SEARCH WINNERS – 5407 W McKinley Ave, Milwaukee, WI. 53208. Requests must be received by December 1st, 2009.

7. SPONSOR:

THE HOG (WHQG-FM) 5407 W. McKinley Ave. – Milwaukee, WI. 53208