

2019 Magna Hoedown Showdown Competition Rules (the "Rules")

The *Hoedown Showdown* is a unique talent contest, which has been established to promote aspiring Canadian country singers (the "Competition"). It is an offshoot of Magna International Inc.'s Hoedown, one of the largest annual country-themed fundraising events in the country, which showcases great country music talent. The winner of the *Hoedown Showdown* will have an opportunity to perform at this year's Hoedown taking place on Saturday, September 14, 2019 at sponsor Magna International Inc.'s ("Magna") corporate campus.

1. Entry Procedures to the Competition

- 1.1 **NO PURCHASE/FEES NECESSARY TO ENTER.** The procedures for entry and participation in the Competition are subject to these Competition Rules.
- 1.2 The Competition is designed to showcase and judge the vocal talent of Canadian citizens or Aboriginals who permanently reside within the territorial boundaries of Ontario. All Competitors must be legally able to work in Canada and must be over 13 years of age on July 19, 2019. Competitors cannot have a criminal record for which a pardon has not been granted, pending criminal charges.
- 1.3 Individuals who are employees of, or live with an employee of, or are a parent, sibling or child of an employee of the *Hoedown Showdown* planning team, one of the individuals judging the Competition (the "Judges"), or any person or entity directly connected with the production, administration of the auditions or the Competition, are not eligible to participate in the Competition.
- 1.4 The Competition is designed to promote aspiring country artists and, as a result, Competitors must be amateur, non-professional performers. Magna and the Judges may refuse to consider any entry from, or performance, by any person who may be considered by them not to be an amateur. For the purpose of the Competition, to be considered an amateur a person must meet all of the following criteria:
 - is not a party to an agency, management or booking contract with a professional firm; and
 - does not have a current recording contract with an independent, major, national or multi-national label.
- 1.5 In order to compete, all Competitors must submit the submission package as outlined in section 1.6 below, which includes the Competitor Application and Release Form, which can be found on the *Hoedown Showdown* page of the Hoedown website, located at www.hoedown.ca/showdown. Competitors under the age of 18 years must have their parent or legal guardian, review, approve and sign the Application and Release Form. No Competitor will be permitted to participate in the Competition without submitting a validly signed Competitor Application and Release Form. No Competitor will be permitted to participate in the Competition if such Competitor has been awarded the grand prize at a previous Hoedown.

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- 1.6 Competitors are required to submit videos of two songs for their audition. Competitors can submit videos of their songs online (www.hoedown.ca/showdown) by providing a link (YouTube, Vimeo or other hosted video format) OR drop off/mail to the Hoedown Showdown office on a USB Flash Drive in the following file formats: .avi, .mov, .mpg, .mp4, or .wmv. The Hoedown Showdown office is located at 14988 Yonge Street, Aurora, Ontario L4G 1M6 *Attention: Hoedown Showdown, Neighbourhood Network*. Individuals must sing two existing country music songs originally performed by other artists (no originals) and can either sing to a recorded background soundtrack without lead or backup vocals or may accompany themselves on a solo instrument. The videos may contain additional musicians, but only a single person (the Competitor) will be assessed and allowed to perform throughout the competition. Videos shall be no longer than 6 minutes in length. Along with the video submission, the Competitor shall also submit the following:
- (a) a validly signed (if on paper or PDF) or completed (if submitted through www.hoedown.ca/showdown) Competitor's Application and Release Form or equivalent web form; and
 - (b) a short bio (750 words or less) telling *Hoedown Showdown* about yourself, (the "Submission Package").
- Limit of one (1) Submission Package per Competitor. Magna will not return phone calls or inquiries to confirm receipt of the Submission Package. **The deadline for receipt of submissions is July 19, 2019 and all submissions must be received by Magna before 4 p.m. E.S.T. on that day.**
- 1.7 All Submission Packages shall automatically become the property of Magna, including the content of the USB Flash Drive. Magna shall not be responsible for the failure of any Submission Packages to be received for any reason or to be considered ineligible due to incomplete, unclear or indecipherable information or for any other problems, however caused. Magna shall not have any liability for delayed, unreadable, damaged, destroyed or misdirected Submission Packages submissions. The Submission Package will not be returned to Competitor. Submission Packages must not contain any form of software viruses or similar programs or disabling code including but not limited to Trojan horses, worms, time bombs, cancel-bots, computer code, files or programs designed to interrupt, disable, overload, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- 1.8 Depending on how far Competitors are asked to progress in the competition, Competitors must be available to perform all day on August 8 and 21, 2019; for a minimum period of 2 to 3 hours during August 26-29, 2019 (time TBD) to participate in Mentorship Week; and all day September 12-14, 2019 in Aurora and/or Newmarket, the exact times and places to be determined by the *Hoedown Showdown* and available on www.hoedown.ca/showdown.
- 1.9 No weapons, alcohol or non-prescription controlled substances will be permitted at or during any part of the Competition. The song auditions that are submitted shall comply with all laws, shall not be in breach of hate laws contained in Canada's Criminal Code or any other laws reasonably limiting the freedom of speech in Canada.
- 1.10 Competitors should refrain from wearing any clothing items bearing designer or sports logos or bearing the name or likeness of a celebrity, living or dead, in any video submission or in any part of the Competition.

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- 1.11 Magna may, in its sole and absolute discretion, choose to solicit further Competitors and to extend any deadline set for final submission of Submission Packages.
- 1.12 The Adjudications Committee will review all eligible Submission Packages received, which will be scored on the following criteria: vocal and musical talent, originality, presentation, and career aspirations consistent with the Judging Criteria for the Competition available at www.hoedown.ca/showdown (the “Criteria”). Based upon their review of all eligible Submission Packages received, the Adjudications Committee will choose 40 Competitors to participate in the Preliminary Round (“Preliminary Round Competitors”). Competitors who have been chosen to participate in the Preliminary Round will be notified as soon as reasonably practicable after the final deadline for delivery of the Submission Packages, but in any event by no later than August 2, 2019. Only those Competitors who are chosen to advance to the Preliminary Round will be contacted and the Judges’ decisions are final.
- 1.13 Any attempt to deliberately damage or undermine the legitimate operation of the Competition may be a violation of criminal and civil laws, and should an attempt be made to do so, Magna reserves the right to seek remedies and damages to the fullest extent permitted by law, including, without limitation, criminal prosecution.

2. The Preliminary Round

- 2.1 The 40 Preliminary Round Competitors chosen must be available to participate in the Preliminary Round that is currently scheduled to be held at a site in Aurora which is to be designated online at www.hoedown.ca/showdown. These 40 Preliminary Round Competitors will perform on or about August 8, 2019. All transportation, accommodation arrangements (if required) and expenses to attend and perform at the Preliminary Round are the responsibility of the Preliminary Round Competitor.
- 2.2 Each Preliminary Round Competitor will sing one of the songs they listed as part of their Submission Package, which must be different than the videos of the songs submitted online or the USB Flash Drive. Preliminary Round Competitors may sing to a recorded background soundtrack without lead or backup vocals or may accompany themselves on a solo instrument to be supplied by Preliminary Round Competitor. Props and pyrotechnics, and live vocal or instrumental accompaniment will not be allowed. The Preliminary Round Competitor’s performance must be 2.5 to 3 minutes long and the Preliminary Round Competitor will have a total of 5 minutes on stage including set-up and performance. Points will be deducted and/or the Preliminary Round Competitor may be disqualified if this time limit is not adhered to. Additional questions or performances at the request of the Judges will not impact the Preliminary Round Competitor’s time limit. Preliminary Round Competitors may also be asked about their musical education, experience and/or goals in pursuing a career in country music. Preliminary Round Competitors may change their song choice in their Submission Packages provided the song is still within the Country genre. At the discretion of the Judges, Preliminary Round Competitors may be asked to perform an additional song, including an original, to further assess the Competitor’s skill.
- 2.3 All Preliminary Round Competitors’ performances will be reviewed by the Judges and will be scored based on the Criteria. As soon as reasonably practicable following completion of the Preliminary Round but in any event no later than August 16, 2019, the Judges will notify 20 Preliminary Round Competitors that they have been chosen to move to the Semi-finals. Only those Competitors who

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are moving forward to the Semi-finals (the “Semi-finalists”) will be notified and the Judges’ decisions are final.

3. The Semi-finals

- 3.1 The 20 Semi-finalists must be available to participate in the “Semi-finals” that are currently scheduled to be held in public at a site in Aurora, the location of which is to be designated online at www.hoedown.ca. Twenty Semi-finalists will perform on August 21, 2019 at a time to be designated on www.hoedown.ca/showdown. All transportation, accommodation arrangements (if required) and expenses to attend and perform at the Semi-finals will be the responsibility of the Semi-finalist.
- 3.2 Semi-finalists must sing to a recorded background soundtrack without lead or backup vocals or may accompany themselves on a solo instrument to be supplied by the Semi-finalist. Props and pyrotechnics will not be allowed. The Semi-finalist’s performance must be 2.5 to 3 minutes long. The Semi-finalist will have a total of 7 minutes on stage including set-up time and performance. Points will be deducted and/or the Semi-finalist may be disqualified if this time limit is not adhered to. The *Hoedown Showdown* will provide all technical sound production and backline equipment. Each Semi-finalist will sing one of the songs they listed as part of their Submission Package, which must be different than the song performed at the Preliminary Round and the videos of the songs submitted in the initial Submission Package. Production decisions with respect to the operation of the Semi-finals may be made at any time in the sole discretion of Magna.
- 3.3 All Semi-finalists’ performances will be reviewed by the Judges and will be scored based on the Criteria, and the Judges will soon thereafter identify the top 10 Semi-finalists who will be asked to participate in the Finals (the “Finalists”). Each Finalist will meet with the Showdown Event Producer and will be assigned a timeslot for Mentorship Week and Dress Rehearsal with the Showdown Band prior to September 14, 2019. Finalists must also identify up to four (4) songs they wish to rehearse to the Showdown Event Producer.

4. The Finals and Mentorship Week

- 4.1 The Finalists must be available to participate in certain activities, which will include coaching and mentorship by music industry professionals, as well as Dress Rehearsal with the Showdown Band and certain other competitors (to be determined by music industry professionals), at time(s) and location(s) to be specified to each Finalist or on www.hoedown.ca/showdown between August 26-29, and September 12, 2019. The songs to be rehearsed with the Showdown Band shall be determined by the Judges and are not limited to the six songs listed in the Finalist’s Submission Package (the “Rehearsed Songs”). Any songs rehearsed with other competitors may be selected to be performed during the Finals (defined below) at the discretion of the music industry professionals, including in any duo, trio, or group performance. After such rehearsal, the Rehearsed Songs shall not be changed by the Finalist. All transportation, accommodation arrangements (if required) and expenses to attend the mentorship and rehearsals will be the responsibility of the Finalist.
- 4.2 The Finalists must be available to participate in all components of the “Finals,” including the Dress Rehearsal on September 12, 2019, and the Magna Student Hoedown and the Finals on September 13, 2019, which are currently scheduled to be held in public at the Magna Corral in Aurora

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throughout the day. All transportation, accommodation arrangements (if required) and expenses to attend and perform at the Finals will be the responsibility of the Finalist. Production decisions with respect to the operation of the Finals may be made at any time in the sole discretion of Magna.

- 4.3 The Finalists will sing with the Showdown Band. Props or pyrotechnics will not be allowed. The Finalist's performance must be approximately 3 to 3.5 minutes long. The Finalist will have a total of approximately 11 minutes on stage including set-up time and performance, although this time period may be adjusted at any time in the sole and absolute discretion of Magna by notifying the applicable Finalist in advance. Points will be deducted and/or the Finalists may be disqualified if this time limit is not adhered to. The *Hoedown Showdown* will provide all technical sound production and backline equipment. Each of the 10 Finalists will sing two of their Rehearsed Songs in the Finals, as well as any duo, trio, or group performance as directed by Magna.

Thereafter, based on the Criteria the Judges will select the Winner from one of the Top 10 Finalists, as well as a Second Place Finalist and a Third Place Finalist. All Judges' decisions are final.

- 4.4 The Winner will be awarded (i) a CDN\$2,500 cash prize, (ii) \$2,500 award from Upper Canada, located at 17600 Yonge St, Newmarket, ON L3Y 4Z1, in the form of gift cards and styling sessions; (iii) a Yamaha Guitars package (retail value approximately CDN\$5,500), (iv) a minimum of 2 days recording session at Metalworks Studios valued at CDN\$2,500, and (v) the opportunity to work with celebrity/industry mentors Tom Cross and Beverly Mahood to receive celebrity mentorship, coaching, promotional assistance, and song development assistance valued at over CDN\$15,000. The Winner will also be provided the opportunity to perform at the Magna Hoedown main stage on Saturday, September 14, 2019 in Aurora, Ontario. The Second Place Finalist will be awarded a CDN\$1,500 cash prize and the Third Place Finalist will be awarded a CDN\$1,000 cash prize. All Finalists will receive a certificate recognizing their achievement in the Competition. Cash and Yamaha prizes will be distributed within one month of completion of the Finals. The styling session prize from Upper Canada is to be used prior to the photoshoot session with the Winner. The Winner will be provided with the appropriate contact information to arrange for the timing of the prizes under (iv) and (v) above based on the following anticipated completion dates:

Phase One: Writing & Composition – anticipated to be completed by October 31st, 2019

Phase Two: Recording – anticipated to be completed by November 30th, 2019

Phase Three: Editing & Mixing – anticipated to be completed by December 15th, 2019

Phase Four: Marketing & Release – anticipated to be completed by January 31st, 2019

The Winner acknowledges that all dates listed above are subject to change at Magna's discretion.

- 4.5 In the event that the Winner is unable to perform at the Magna Hoedown for any reason, the Second Place Finalist will be given the opportunity to perform instead.

5. General Rules of the Competition

- 5.1 By entering the Competition, each Competitor automatically accepts the Competition Rules. Magna reserves the right to change the structure of the Competition as it may determine from time to time for any or no reason, in its sole and absolute discretion, including, without limitation, by

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requesting additional performances from the Competitors and/or changing the anticipated schedule.

- 5.2 It is a condition of entry and participation in the Competition that the Competitors make themselves available to participate in all phases of the Competition (to the extent applicable), agree to and sign all applicable Release Forms and abide by all of the terms and conditions of such Release Forms and the Competition Rules, regulations, terms and conditions as devised from time to time by Magna. As part of the Competitors' submissions to and involvement in the Competition, Magna may request that Competitors participate in any activity relating to the Competition including, without limitation, participation in various interviews, public appearances, promotional, publicity, sponsorship and merchandising activities, activity in social media (including Facebook, Instagram, Twitter, YouTube, Vimeo, Soundcloud and other services or networks). Any refusal by a Competitor to participate in any of the foregoing activities could result in the immediate disqualification of such Competitor from the Competition, in the sole and absolute discretion of Magna.
- 5.3 The Competitor shall not have entered into any contractual, commercial, sponsorship or other arrangements in respect of his/her performing or recording services or in respect of his/her name, likeness, image or biography which might be in breach of the Application and Release Form or the Competition Rules or otherwise prevent the Competitor from participating in the Competition, or the promotion, exploitation or sponsorship thereof.
- 5.4 Any comments of an entrant or Competitor at any stage of the Competition in respect of the Competition, Magna Hoedown, or Judges generally or specifically shall be in good faith and good taste, and shall not be defamatory or derogatory. Failure to comply with this requirement may result in disqualification from the Competition and any similar competition held in the future, in the sole and absolute discretion of Magna.
- 5.5 Competitors shall keep any and all information regarding the Competition completely confidential and shall be prohibited from conducting or participating in any interviews or providing any comment or information to the public and/or the media without the prior written consent of Magna, which consent may be unreasonably withheld, including without limitation, information regarding the outcome of the Competition, the performances of any Competitor (including such Competitor's own performance), and any and all comments made by the Judges and/or Magna.
- 5.6 All decisions of Magna, the *Hoedown Showdown* and/or the Judges shall be final and binding upon the Competitors, and the Competitors hereby irrevocably acknowledge and agree that the interests of the Competition shall override those of any Competitor.
- 5.7 At all times during the Competition, Magna reserves the right of veto over any song performed or intended to be performed by any Competitor. Competitors may be required to select and/or perform different songs than those listed in their original Submission Package in the sole and absolute discretion of Magna.
- 5.8 Magna has the right at any time to require proof of identity and/or eligibility from any Competitor, which may include requesting presentation and/or a copy of the Competitor's birth certificate, driver's license or passport. Failure to provide such proof by the deadline set by Magna could result in the Competitor being disqualified from the Competition. All personal details and information requested by and supplied to Magna and/or the Judges by each Competitor must be completely

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truthful, accurate and in no way misleading. Magna reserves the right to disqualify any Competitor from the Competition or any selection process, in its sole and absolute discretion, should the Competitor at any stage supply untruthful, inaccurate or misleading personal details and/or information or should the Competitor be or become ineligible for participation in the Competition pursuant to the Competition Rules, including without limitation for non-compliance with the Competition Rules.

- 5.9 Magna will have no liability to any Competitor who is unable to attend or take part in any part of the Competition for whatever reason.
- 5.10 Magna reserves the right, in its sole and absolute discretion, to amend the Competition Rules or terminate or suspend the Competition at any time, without prior notice and without any liability whatsoever, whether to any Competitor or otherwise. Magna further reserves the right to replace any Competitor who, for any reason, fails or is disqualified from or unable to participate in any aspect of the Competition, as determined by Magna in its sole and absolute discretion, with another Competitor, even where such replacement Competitor was previously eliminated from the Competition or otherwise failed to advance to the next round of the Competition.
- 5.11 There is no obligation on the part of Magna to record, reproduce or broadcast any portion of the Competition in which a Competitor has appeared or all or any part of the contribution made by any Competitor to the Competition.
- 5.12 The Competitor must at all times behave appropriately when taking part in the Competition and observe the Competition Rules and any other rules or regulations in force throughout the Competition and by or at the locations in which the Competition events take place. Magna reserves the right, in its sole and absolute discretion, to remove from the Competition or location any Competitor who breaks or does not otherwise comply with the Competition Rules and/or fails to behave appropriately and to disqualify such Competitor.
- 5.13 In the event that, as a result of the decision of the Judges, two (or more) Competitors are tied in any round of the Competition, Magna shall be entitled to determine, in its sole and absolute discretion, which Competitor shall be selected as a Semi-finalist, a Finalist, a Top 3 Finalist or the Winner, as the case may be, and, for this purpose, Magna shall be entitled to make such arrangements or request such further performances or information from the Competitors as it may deem necessary, in its sole and absolute discretion.
- 5.14 Each Competitor agrees that Magna and its affiliates, and its and their respective directors, officers, employees and agents, can use, exploit, publish, record, synchronize, broadcast, publicly perform, delete, modify or display, make copies of, reproduce in any manner, create derivative works from, sublicense, make available, communicate by telecommunication and distribute, in any media whatsoever, now known or hereafter created, including, without limitation, the Internet, throughout the world in perpetuity, such Competitor's performances and appearances, music controlled by such Competitor, such Competitor's comments, and such Competitor's name, city of residence, photograph or other likeness, image or voice, for any purposes commercial or otherwise, without any further notice, consent or compensation of any nature or kind. All Competitors agree to assign to Magna any and all copyright interest, of any nature or kind, which they may have in their comments, performances and appearances related to the Competition, for good and valuable consideration, and license to Magna any and all rights in musical compositions controlled by them

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which Magna, in its discretion, requires to exploit its rights hereunder, free of fee or royalty, and further agree to waive any and all moral and author's rights in any of the foregoing in favour of Magna, its successors, licensees and assignees. By entering the competition, each Competitor agrees that, if selected as the winner, the marketing of the song recorded in connection with this Competition shall give reasonable recognition to the Magna Hoedown.

- 5.15 The Competitors acknowledge that Magna, the Judges and their respective directors, officers, employees, agents and advertising agencies, as well as any other person related to the entities involved in or connected with the production, administration or judging of the auditions, the Competition and/or any portion thereof, as well as all of their respective parent companies, affiliates, subsidiaries, agents and representatives, are not and shall not be responsible for, and are not and shall not be in any way liable for, any injuries, losses or damages caused by or in connection with: (i) the administration (including scheduling) of the Competition including, without limitation, the inability of any Competitor to appear before the Judges for any reason; (ii) the involvement or participation of any Competitor or any third party in the Competition, including without limitation, related to the selection process, or any Competitor or any third party being selected or disqualified; (iii) any decisions of the Judges or Magna; or (iv) any printing, typographical or technological errors in any materials associated with the Competition.
- 5.16 In the event of any dispute concerning the operation of any element of the Competition or these Competition Rules, the decision of Magna will be final and binding, and no appeal shall lie therefrom.
- 5.17 These Competition Rules are in addition to and do not supersede the provisions of any Release Forms signed by the Competitors and, in the event of any conflict between any Release Form and these Competition Rules, the Release Form will prevail.

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