

HOUSE OF BLUES MUSIC FORWARD FOUNDATION®
BRINGING DOWN THE HOUSE 2018 PROGRAM
APPLICATION REQUIREMENTS

NO PURCHASE IS NECESSARY TO APPLY OR FOR PROGRAM ACCEPTANCE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF ACCEPTANCE.

Eligibility: The House of Blues Music Forward Foundation Bringing Down The House 2018 Program ("Program") is open only to natural persons who are legal residents of the United States residing within one hundred fifty (150) miles of a participating venue, who are between thirteen (13) and nineteen (19) years of age at the time of Application Submission and during Showcase Period. Program may only be entered from and in eligible jurisdictions. House of Blues Music Forward Foundation, underwriters, and their parent, subsidiary and affiliate companies, employees, agents and suppliers, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to participate. In the event of a dispute as to the identity of an Applicant, the authorized account holder of the account will be deemed to be the Applicant. Administrator may request any potential Qualifying Band (or Band member) to provide proof that such person is the Applicant. All potential Qualifying Bands (or Band members) are subject to verification. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes Applicant's full and unconditional agreement to these Application Requirements and Administrator's decisions, which are final and binding in all matters related to the Program.

Sponsor: The Sponsor of the Program is House of Blues Music Forward Foundation, Inc. ("HOBMFF").

Administrator: the Administrator of the Program is House of Blues Music Forward Foundation, Inc .

Sponsor and Administrator are collectively referred to herein as "Program Entities."

Timing: Administrator's clock is the official time keeping device of the Program.

The Submission Period begins at 12:00 AM Pacific Time ("PT") on January 8, 2018 and ends at 11:59 PM PT on February 11, 2018.

The Selection Period begins at 8:00 AM PT on February 12, 2018 and ends at 11:00 PM PT on March 9, 2018.

The Workshop Period begins at 12:00 AM PT on March 3, 2018 and ends at 11:00 PM PT on April 14, 2018, as further described in the Workshop Dates and Times section below.

The Showcase Period begins at 12:00 PM PT on May 7, 2018 and ends at 11:00 PM PT on May 31, 2018.

Submission Period, Selection Period, Workshop Period, and Showcase Period are collectively referred to herein as "Program Period".

How To Apply: Via Internet, during the Submission Period, eligible bands, groups and solo performers (each a "Band") may apply via an online application by following instructions for the Bringing Down The House 2018 Program posted on the HOBMFF website, <https://hobmusicforward.org/program/bringing-down-the-house/> .

The Application Websites will display (i) directions for application ("Submission") to complete the Submission, including the upload of one (1) audio file of one (1) song ("Song"). Submit complete Submission online as set forth on the Application Websites. Song submitted should not exceed five (5:00) minutes in length and file size cannot exceed 8 MB. Song genre may be alternative, americana, blues, country, folk, funk, hip-hop, indie, jam, jazz, metal, pop, punk,

R&B, soul, rap, reggae, rock, rockabilly, singer/songwriter, ska, world, or other contemporary genres. Band may consist of one (1) to twelve (12) members. Application submission must include at least one (1) social media profile specifically representing the band/artist submitting the application.

For all Applications: Each Band is eligible to submit up to one (1) Submission during the Submission Period, regardless of method or combination of methods of Submission or number of Submissions submitted. One Submission per Band will be entered for Program consideration. Although subsequent attempts to apply may be received, only Band's first Submission during the specified Submission period will count. Use of any automated technology or system to participate is prohibited and will result in disqualification. Any automated receipt (such as one confirming delivery of text message or e-mail) does not constitute proof of actual receipt by Administrator of a Submission. Program Entities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. All Submissions become the property of Program Entities and none will be acknowledged or returned.

Approximately six (6) qualifying Bands ("Qualifying Bands") will be selected on or about March 12, 2018, to participate in the Workshop series and to perform in the Showcase for each Venue (as defined below) in the Qualifying Band's state of residency as set forth below. HOBMFF will, in its sole discretion, assign a Qualifying Band to a Venue based on proximity of Qualifying Band's residence to Venue as determined by the zip code entered on the application of the HOBMFF website. HOBMFF is not required to select any bands if no bands would be considered a Qualifying Band under these rules. All applicants will be invited to attend an introductory music industry workshop prior to the announcement of the sele

Each potential Qualifying Band will be notified by email and must meet all eligibility requirements. Email notification will include Consent/Release Form, Consent/Release Instructions ("Instructions"). Each Qualifying Band member must return a completed and signed Consent/Release Form. If a Qualifying Band member is under the age of majority in his/her state of residence, Consent/Release Form must be signed by parent or legal guardian. Fully executed Consent/Release Forms for each Qualifying Band member must be returned following the Instructions and by the deadline date set forth in the Instructions or Qualifying Band will be eliminated and an alternate Qualifying Band may be selected. Inability of HOBMFF to contact a potential Qualifying Band by email within twenty-four (24) hours of selection, or in the event a Qualifying Band declines participation an alternate Qualifying Band may be selected at HOBMFF's discretion.

Workshop Dates and Times*:

(Open to all applicants) March 3, 2018 scheduled to take place at (9 PT/11 CT/12 ET)

Closed workshops for selected bands:

March 24, 2018 scheduled to take place at (9 PT/11 CT/12 ET)

March 31, 2018 scheduled to take place at (9 PT/11 CT/12 ET)

April 7, 2018 scheduled to take place at (9 PT/11 CT/12 ET)

April 14, 2018 (Time TBD, will be announced on or before March 12, 2018)

*times subject to change

All members of Qualifying Band are required to attend each of the five (5) scheduled workshops in order to be eligible to participate in the respective Showcase. In the event a member of a Qualifying Band must miss a workshop, advanced permission must be obtained from HOBMFF. In the event of an unexcused workshop absence, eligibility to participate in the Showcase may be affected at the sole discretion of HOBMFF.

Showcases: Each Showcase will take place on a to-be-announced date between May 7, 2018 and May 31, 2018. Exact dates and times for Showcases will be announced on or about March 12, 2018. The Showcase Round will be in the form of a live performance ("Performance") held at the following House of Blues Entertainment® venues ("Venue"):

Showcase Venues:

House of Blues Chicago in Chicago, IL

House of Blues Las Vegas in Las Vegas, NV

The Wiltern in Los Angeles, CA
House of Blues New Orleans in New Orleans, LA

Each of the Qualifying Bands will perform at least one (1) original song at the Showcase to be held in front of a live audience at their respective Venues as set forth above. HOBMFF reserves the right to schedule the Showcase at any Venue for a date outside of the established Showcase time period if logistical challenges with Venue availability arise. Travel, parking and accommodations for Workshops and Showcases are not provided and are the sole responsibility of Qualifying Bands. All Qualifying Bands understand that travel, whether in civilized or remote areas and whether by plane, automobile, or other conveyance, or by foot, on land and in the air, contains some inherent element of risk of accident, illness, injury, loss or death, which may be caused by negligence, forces of nature or other agencies, known or unknown. Qualifying Bands understand that these risks may be present before, during and after the trip. Basic backline will be provided but each band is responsible for bringing their own instruments.

HOBMFF's decisions and interpretations on all matters relating to the Program and these Program Application Requirements are final and binding in all respects. HOBMFF reserves the right to disqualify any participant or Qualifying Band and may refuse to award any opportunity to any Applicant who is ineligible or has violated any rule, gained unfair advantage in participating in the Program, or obtained qualifying status using fraudulent means. An Applicant is not accepted until Applicant's eligibility has been verified and Applicant has been notified that verification is complete.

All components of qualifying Submissions and/or of the performances of the Qualifying Bands may be posted onto the Program Application Website or HOBMFF's website via the Internet for public viewing and/or listening by the general public, in Program Entities sole discretion. Program Entities shall have the right to immediately remove any and all Submissions that violate these rules, in the sole direction of the Program Entities. As conditions of submitting an Application into this Program, and submitting a Submission, each Applicant:

1. Warrants and represents that the Applicant has the written consent, release, and/or permission of each and every identifiable individual person in the Submission to use his/her respective name or likeness to enable inclusion and use of the Submission in the manner contemplated by the HOBMFF and these Application Requirements, and can make written copies of such permissions available to the HOBMFF upon request;
2. Acknowledges and agrees that the HOBMFF may exploit, edit, modify, display and distribute the Submission and all elements of such Submission, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or not currently known, throughout the world in perpetuity without compensation, permission or notification to Applicant or any third party;
3. Warrants and represents that Applicant's Submission is original to the Applicant and has been legally obtained and created, does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws or regulations;
4. Applicants who are not yet at the age of majority in the jurisdiction in which they reside will be required to obtain parental or legal guardian consent to be eligible to participate.
5. Warrants and represents that Applicant's Submission does not contain any unlicensed images or music;
6. Agrees to conduct him/herself with due regard to public conventions and morals, and shall not do or commit any act that would tend to prejudice the HOBMFF during the Program Period and for up to one (1) year following participation; and

In the event an Applicant cannot provide all required releases, HOBMFF reserves the right, in their sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for HOBMFF's benefit, or allow the applicable Submission to remain.

Applicants agree that Submissions shall not contain, include or involve any of the following:

- Obscenity
- Crude, vulgar or offensive pictures, depictions, images, language and/or symbols
- Gang signs or symbols
- Violence
- Explicit sexual activity
- Nudity
- Illegal drug or alcohol use
- Commercial products (e.g., clothing, toys, food) and/or their trademarks, brands, logos or endorsements
- License plates, phone numbers, personal addresses (physical or email or otherwise)
- Website or web page links
- Derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliation of other people (publicly or otherwise), any assault or threatening of others
- Trespass or the violation of other people's rights or property
- Illegal (e.g., discriminatory, harassing) or inappropriate activity, behavior or conduct (e.g., inflicting emotional distress)
- Conduct or activities in violation of these Application Requirements
- Any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by HOBMFF, in their sole discretion

Program Entities are not obligated to use, publish, display or broadcast any Submission materials submitted with an Application; provided however that each Applicant acknowledges that HOBMFF will rely on such Applicant's agreement and compliance with these Application Requirements when Applicant submits or attempts to submit the Application.

Publicity: Except where prohibited, participation in the Program constitutes consent to Program Entities' use of Applicants' name(s), social media identity, likeness, photograph, voice, opinions, hometown and state for promotional purposes in connection with this Program in any media, worldwide, without further payment or consideration.

Privacy: Information submitted by Applicants will be collected by Sponsor's systems based in the United States and such collection will be subject to applicable United States laws. Applicants may withdraw personal data upon request; however, Applicant will be disqualified if personal data is withdrawn prior to the determination of the Qualifying Bands. Information submitted by Applicant is subject to Sponsor's privacy policy: <http://concerts.livenation.com/h/privacy.html> . Applicant's participation in this Program constitutes consent for HOBMFF to use Applicant's personal information solely for the purpose of determining Qualifying Bands for the Program and communicating regarding participation in the Program, unless Applicant has opted to receive e-mail communications from HOBMFF. HOBMFF's privacy policy may be found at: <https://hobmusicforward.org/privacy/>

Errors and Unauthorized Activity: Program Entities are not responsible: (1) for any incorrect or inaccurate information, whether caused by Applicants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (2) for technical and/or communications malfunctions, errors or failures of any kind; (3) for unauthorized human intervention in any part of the Program; (4) for technical or human error which may occur in the administration of the Program or the processing of Submissions; (5) for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Applicant's participation in the Program or receipt or use or misuse of any Program opportunity; or (6) if any partial or complete Program activities cannot take place due to acts of war, natural disasters, weather, acts of terrorism, or any other reason not within the control of Program Entities. If for any reason an Applicant's Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Applicant's sole remedy is

another Submission in the Program, provided that if it is not possible to award another Submission due to discontinuance of the Program, or any part of it, for any reason, HOBMFF, at its sole discretion, may elect to accept the Qualifying Band into the Program. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of Qualifying Bands to be accepted as set forth in these Application Requirements, HOBMFF reserves the right to accept only the stated number of Qualifying Bands by a random drawing among all legitimate, accepted Bands. HOBMFF reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures or any other factor beyond HOBMFF's reasonable control impairs the integrity or proper functioning of the Program, as determined by HOBMFF in its sole discretion. In such event, HOBMFF reserves the right to select Qualifying bands from among the eligible Submissions received up to the time of the impairment. HOBMFF reserves the right, in its sole discretion, to disqualify any individual or Qualifying Band it suspects or finds to be tampering with the Submission process or the operation of the Program or to be acting in violation of these Application Requirements or any other Program or in an unsportsmanlike or disruptive manner. Any attempt by any person or Qualifying Band to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, HOBMFF reserves the right to seek damages from any such person to the fullest extent permitted by law. HOBMFF's failure to enforce any term of these Application Requirements shall not constitute a waiver of that provision.

Release: By participating in the Program, Applicant (a) releases HOBMFF, underwriters, applicable venue, promotional agencies, franchisees, and each of their respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees, from any and all liability for any claims, costs, injuries, losses or damages of any kind arising in connection with the Program, including the unauthorized or illegal access to personally identifiable or sensitive information; and (b) acknowledges that the foregoing parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to an opportunity under this Program including, without limitation, the opportunity quality or availability.

Disputes: As a condition of participating in the Program, Applicant agrees that: a) under no circumstances will Applicant be permitted to obtain awards for, and Applicant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b) all causes of action arising out of or connected with this Program, shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective; and c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and in no event shall Applicant be entitled to receive attorneys' fees or other legal costs. HOBMFF reserves the right to modify opportunity award procedures. The Program and these Application Requirements, and the validity, construction, performance, and enforcement thereof, shall be governed by and construed in accordance with the laws of State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

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