

2000 West Michigan Idol Contest Official Rules

1. How To Enter

NO PURCHASE NECESSARY; void where prohibited. The “2009 West Michigan Idol” Contest (the “Contest”) will be held on Wednesday, July 1, 2009 from 6:00PM-8:30PM at the Kentwood Fine Arts Auditorium located at 6230 Kalamazoo Ave, Kentwood, MI 49508. Interested participants must register at www.wxmi.com starting Friday, June 12, 2009 at 8:00AM. FOX 17 WXMI is only accepting 300 entries. The first 300 eligible entries will receive a telephone call from FOX 17 WXMI stating confirmed registration, if entrant does not receive telephone call, entrant was not in the first 300 eligible entries and is not registered to audition. On-site registration for the 300 participants will begin at 5:00PM on July 1, 2009. The Contest will begin at 6:00PM. Each contestant will have approximately 30 seconds to perform a song (solo a cappella (without music)) audition. The audition will be followed by a critique and evaluation by the judging panel. The order in which contestants will audition will be determined by Sponsors in their sole discretion. Any member of the judging panel may end the audition at any point during the audition. At or about 8:10PM the judges will determine and announce the top ten finalists. Finalists must be present at that time in order to continue in the Contest. The top ten finalists will be called on stage to sing a second time to be evaluated by the judging panel and, judges will select and announce one grand prize winner.

2. Eligibility Restrictions:

2.1 The Contest is open to entrants who are legal residents of Michigan, 16-28 years of age on June 12, 2009 (you must be born on or between June 13, 1980 and June 12, 1993). If you were born before or after this window, you are not eligible to participate. You must have a valid government-issued proof of identification to enter (examples include a valid drivers license or passport). If you are younger than 18 years of age you must be accompanied to the audition by your parent or legal guardian.

2.2 The Contest is not open to professional singers or performers and each contestant on penalty of disqualification will sign a certification that he or she is qualified to participate. If you are asked to audition for the semi-final rounds of the competition in the Denver, Colorado, area, you MUST demonstrate (before departing for Denver) that you do not have any of the following:

- a contract for talent representation (for example, a talent agent or manager);
- a music recording contract;
- an agreement relating to the use of your name, voice and/or likeness;
- an exclusive acting contract; or
- any other contractual arrangement that would prohibit you from fully participating in the show and/or entering into any contracts required by Producer, including an exclusive management contract, recording contract and merchandising contract.

2.3 You are ineligible if you participated in any previous season of “American Idol” as follows:

- Season 1 – top 30 contestants
- Season 2 – top 32 contestants
- Season 3 – top 36 contestants
- Season 4 – top 44 contestants
- Season 5 – top 44 contestants
- Season 6 – top 40 contestants
- Season 7 – top 24 contestants
- Season 8 – top 36 contestants

2.4 Employees, shareholders, officers, directors, agents, representatives, and their immediate family members and those living in the same household of FOX 17 WXMI, Ed Koehn Ford, Baker College, Art Van, 19 Recordings Limited, 19 Merchandising Limited, 19 Management Limited, or 19 TV Limited (collectively, the “19 Companies”), Fox Broadcasting Company, Fox Digital Media, American Idol Productions, Inc., CKX, Inc., FremantleMedia, North America, Inc., Sony Music Entertainment, Telescope Inc., www.fox.com,

www.americanidol.com, Coca-Cola, and Ford Motor Company, Sony/BMG, production personnel for the television program, participating television stations, advertising agencies, corporate sponsors or any person or entity connected with the production, administration or judging of the auditions, or any of their respective parent companies, affiliates, subsidiaries, agents or representatives of any of the foregoing entities are not eligible. Any person or immediate family member of a person who works at a for-profit West Michigan media company, (radio, newspaper, television or cable company) is not eligible. The term immediate family members includes parents, children, spouses, in-laws, and people in spouse-like relationships, including those in step and half relations where living in the same household.

2.5 All contestants must sign a release and waiver form prior to the event by which they agree to hold FOX 17 WXMI, Tribune Television Holdings, Inc., and other affiliates, officers, directors, partners shareholders and agents not liable for any claims resulting from participation in the Contest. The grand prize winner must sign a receipt of prize and waiver and release of liability and will be responsible for any taxes owing on prizes received hereunder.

3. Prizes

Each of the ten finalists will receive a prize pack from FOX 17 WXMI. The approximate value of each individual prize pack is \$50.00. The grand prize winner will receive round trip transportation for two from Grand Rapids, MI to Denver, Colorado, up to 2 night accommodations and a guaranteed initial audition in front of producers for American Idol Season 9 on Tuesday, July 14, 2009 at the INVESCO Field at Mile High in Denver, Colorado. The guaranteed audition will not be in front of American Idol judges, Simon Cowell, Paula Abdul, Kara DioGuardi or Randy Jackson. Transportation and accommodations for any future audition (after the initial audition Tuesday, July 14, 2009 in Denver, Colorado) are the responsibility of the grand prize winner. The approximate value of the grand prize is: \$1,800. In the event production of "American Idol" is cancelled or postponed, the ticket portion of the prize may be cancelled without substitution or compensation therefore. If a ticket prize is awarded, the winner's guest to the "American Idol" show must be at least 8 years old.

4. Selection of Winners

4.1 There will be two staging areas. There will be a panel of 3 judges at one staging area, and a panel of 3 judges at the second staging area. Contestants will be randomly assigned to a staging area. The judges will judge each contestant on a scale of 1-10 in the following areas: singing and stage presence. The top 5 finalists from each of the two staging areas (i.e., the five contestants with the highest scores), will make up the top 10 finalists and will be brought to one staging area to sing again and be judged by a panel of all 6 judges. The grand prize winner will be the contestant who received the highest score. In the event of a tie, the judges will confer and will determine the order of scoring for the contestants.

4.2 Decisions of FOX 17 WXMI management and judges with respect to the Contest are final. To qualify as a top 10 finalist or grand prize winner, the contestant must be present through the judging process and for the final announcement. If a contestant is not present when the winning selections are announced, that contestant shall be disqualified and the contestant with the next highest score will be selected.

5. Conditions

5.1 Payment of all federal, state and local taxes is the sole responsibility of the winner. FOX 17 WXMI will submit an IRS form 1099 or the equivalent for any individual who wins \$600 or more in prizes in any calendar year.

5.2 By participating in the Contest, each contestant (and each guest or traveling companion, if any,) agrees to allow their name, voice and/or likeness used in any advertising or broadcast material relating to the Contest for a period of one year without additional financial compensation or other consideration and to sign a publicity release prior to the acceptance of the prize. The top ten finalists and the grand prize winner are required to sign a receipt verifying eligibility prior to acceptance of any prize of more than nominal value. Before claiming a prize, the grand prize winner (and their guest or traveling companion) are also required to sign a Liability Release

and/or Travel Release if the prize to be awarded is valued at \$600 or greater, if the Contest or the prize entails dangerous or potentially dangerous activity, or if the prize includes the provision of transportation, whether or not such transportation is provided by FOX 17 WXMI. Pursuant to the Liability Release and Travel Release, the grand prize winner (and their guest or traveling companion) will agree to hold FOX 17 WXMI, Tribune Television Holdings, Inc., FOX Broadcasting Company, and the respective shareholders, directors, employees agents and representatives of each of them harmless from and against any and all claims or liability arising directly or indirectly from the prize or participation in the Contest. All decisions by station management and judges are final. Judges scoring and remarks will not be made available to performers or the public. The grand prize winner must sign a receipt of prize form and will be responsible for any taxes.

5.3 These rules are subject to the interpretation of FOX 17 WXMI. Any aspect of these rules, including the substitution of a prize of equivalent or greater value, can be changed at the discretion of FOX 17 WXMI, and such changes will become effective upon on-air or other appropriate announcement.

5.4 FOX 17 WXMI disclaims any responsibility for a participant's inability to attend the event. FOX 17 WXMI reserves the right to cancel or reschedule the Contest at anytime, for any reason, which right shall be exercisable in FOX 17 WXMI's sole discretion. In case of dispute, the decision of FOX 17 WXMI management shall be final.

5.5 FOX 17 WXMI reserves the right to disqualify and/or exclude, in its sole discretion, any individual from the audition for any reason, including without limitation, violation of the rules, any performance that the judges deem inappropriate, or tampering with the entry process or the audition process. FOX 17 WXMI also reserves the right to change the rules and procedures at any time. Being chosen to audition and/or compete at any level of the process does NOT ensure that you will be selected to continue to the next stage.

5.6 NO WEAPONS, ALCOHOL OR NON-PRESCRIPTION CONTROLLED SUBSTANCES WILL BE PERMITTED AT ANY AUDITION OR DURING THE COMPETITION.

5.7 PLEASE REFRAIN FROM WEARING ANY CLOTHING ITEMS BEARING DESIGNER OR SPORTS LOGOS OR BEARING THE NAME OR LIKENESS OF A CELEBRITY, LIVING OR DEAD TO ANY OF THE AUDITIONS.

5.8 Copies of these rules may be obtained at the FOX 17 WXMI Studios during regular business hours, (Monday – Friday 8:00AM – 5:00PM) or at Kentwood Fine Arts Auditorium the night of the event and on-line at www.wxmi.com.

5.9 Failure to comply with the contest rules may result in a contestant's disqualification, at the sole discretion of FOX 17 WXMI.

5.10 FOX 17 WXMI is not responsible for typographical or other errors in the printing, the offering or the administration of the contest, including any telephone malfunctions, or in the announcement of a prize.

6. Contest Sponsors:

6.1 Ed Koehn Ford, 11064 W. Carson City Rd, Greenville, MI 48838 and 1159 W. Superior St., Wayland, MI 49348

6.2 Baker College, 1903 Marquette Ave, Muskegon, MI 49442

6.3 Art Van Furniture, 4273 Alpine Ave N.W., Comstock Park, MI 49321

I agree that I have read the rules, understand their meaning and am eligible to participate.

Signature _____ Date: _____

CERTIFICATE OF ELIGIBILITY AND PUBLICITY RELEASE

I, _____, hereby provide this Certificate of Eligibility and Publicity Release (“Certificate and Release”) in connection with my participation in the “2009 West Michigan Idol” Contest (the “Contest”) sponsored by FOX 17 WXMI, Tribune Television Holdings, Inc., Baker College, Ed Koehn Ford and Art Van Furniture and administered by FOX 17 WXMI. I affirm that I have read the Official Rules of the Contest, a copy of which are attached and have been signed by me. I hereby acknowledge that I am 16-28 years of age or will be on June 12, 2009.

1. Neither I, nor any member of my immediate family, as defined in the rules, is an employee of FOX 17 WXMI; Tribune Television Holdings, Inc., FOX Broadcasting, or its licensee; any of the Contest’s participating sponsors/promotional partners; or any other for-profit media company in the West Michigan area.
2. I have complied with the rules of the Contest. I recognize that if I fail to comply with the rules or guidelines established by FOX 17 WXMI, representatives of FOX 17 WXMI, in their sole discretion, may disqualify me from participating in the Contest and I will waive any chance I may have had of winning a top ten finalist prize or the grand prize.
3. I understand and acknowledge that the grand prize is not transferable or redeemable for cash. I understand and acknowledge that any and all local, state and federal taxes, are my responsibility, and not that of FOX 17 WXMI.

By participating in the Contest, I agree to have my name, biographical information, voice, picture and other likeness used in any advertising, promotional or program material relating to this Contest, in any media now known or hereinafter invented, without additional financial or other compensation. I give FOX 17 WXMI, Tribune Television Holdings, Inc., FOX Broadcasting Company, Baker College, Ed Koehn Ford, Art Van Furniture, News America, Inc., FOX Interactive Media, FremantleMedia North America, Inc., American Idol Productions, Inc., 19 TV Ltd., 19 Merchandising Ltd., CKX, Inc., or of any of the Contest’s participating sponsors/promotional partners (the “Released Parties”) permission to photograph and tape me, to record my voice and conversations in connection with the Contest, and use such photographs, tapes and recordings (collectively, the “Recordings”), including without limitation the right to broadcast such Recordings on radio, television, cable television, satellite, Internet or any other media at the sole discretion of the Released Parties. I acknowledge that FOX 17 WXMI is and shall be the sole and exclusive owners of the Recordings and shall have the right to exploit the Recordings, and portions thereof, in any manner and any media whatsoever. I consent to the use, reproduction, exhibit or display of the Recordings, and to the use of my name, photograph, voice, likeness, and biographical information for advertising and publicity purposes relating to the Contest or future similar contests, or for any other lawful purpose, in any media now known or hereinafter invented, without further notice, permission, or compensation.

I understand that this Certificate and Release is intended to be as broad and inclusive as permitted by law, and I agree that if any portion of this Certificate and Release is deemed invalid, the remainder will continue in full force and effect. I further understand that this Certificate and Release is to be interpreted under the laws of the State of Michigan, and I submit to the jurisdiction of the courts within the State of Michigan and waive all objections to the jurisdiction or venue of such courts.

I have read the foregoing Certificate of Eligibility and Publicity Release before signing below, and I acknowledge that I fully understand and agree to its contents. I affirm that the undertakings described in this Certificate and Release have been made voluntarily by me, intending to be legally bound, that I have all necessary authority to enter into this Certificate and Release, and that all representations and statements made by me are true and correct.

SIGNATURE: _____

PRINT NAME OF ENTRANT: _____

STREET ADDRESS: _____

CITY, STATE, AND ZIP CODE: _____

TELEPHONE NUMBER: _____

DATE OF BIRTH: _____

DATE: _____

If the entrant is a minor the parent or guardian must sign below:

SIGNATURE: _____

STREET ADDRESS: _____

CITY, STATE, AND ZIP CODE: _____

TELEPHONE NUMBER: _____