



WHISKEY ROADHOUSE BATTLE OF THE BANDS PARTICIPATION AGREEMENT

NAME OF THE BAND: _____

NAMES OF ALL BAND MEMBERS (minimum of 2 and maximum of 6):

1) _____ 2) _____ 3) _____
(Band Administrator)

4) _____ 5) _____ 6) _____

In order to enter the Whiskey Roadhouse Battle of the Bands Contest (the "Contest") and be eligible to win, each band, and each band member, must read the Official Rules and agree to all of the following terms:

We, the undersigned entrants, each hereby represent, warrant, acknowledge and agree that:

- At all times from August 1, 2018 until November 24, 2018 (the "**Contest Period**") I will a) be a permanent lawful resident of one of the fifty (50) United States or the District of Columbia, and b) be 21 years of age or older. I am not (and during that same period will not be) a) an employee, officer or director of: Caesar's Entertainment ("**Sponsor**"), any judges in this Contest, or any of their respective affiliated, parent, or subsidiary companies, or their advertising or promotion agencies, (collectively, the "**Contest Entities**"), nor am I now (nor at any time during such period will I be) a member of the immediate family (parents, children, siblings and spouses, regardless of where they reside) or household (whether related or not), of any such employees, officers or directors.
- I can only compete in the Contest as a member of a band named in this Participation Agreement in which all of the members are eligible to enter this Contest. My band consists of at least two (2) members and no more than six (6) members, each of whom are eligible entrants. In the event any member of my band is disqualified, then the entire band will be disqualified. Sponsor will determine eligibility in its sole and absolute discretion. There is a limit of one entry per band and per person. If more than one Participation Agreement is received from my band, or an entrant appears on more than one Participation Agreement, then the applicable band(s) and band member(s) will be disqualified.
- Each and every entrant band member must sign this Participation Agreement. Only those entrants who, as a named member of the band, have fully completed, signed and returned this Participation Agreement by the Agreement Deadline will be eligible to compete in the Contest and be eligible for any prize.



- Once the Participation Agreement has been fully completed and signed by all band members, return the Participation Agreement and band logo (if applicable) to the location specified by the administrator (“**Contest Administrator**”). All Entry Materials must be completed and submitted prior to the Agreement Deadline. Failure to i) fully complete the Participation Agreement, ii) have the Participation Agreement signed by all band members, or iii) return the completed Participation Agreement by the applicable Agreement Deadline, will result in disqualification of the band and all of its band members. If Entry Materials do not comply with these Official Rules in any manner, the entry may be disqualified at Sponsor’s sole and absolute discretion.
- My band has identified one (1) representative (the “**Band Administrator**”) on this Participation Agreement who will be the contact person for the band in all matters related to this Contest and who shall also have authority to act on behalf of the band with respect to all aspects of this Contest. If the Band Administrator cannot be reached by telephone within twenty-four (24) hours from the first communication attempt, then my band may be disqualified.
- Any songs submitted and performed by my band in conjunction with the Contest which are to be judged (collectively, the “**Judged Materials**”) are the original work of my band or one or more of its competing band members i.e., the band or one or more of its competing band members owns and controls all right, title and interest, including copyright, in and to the lyrics, music, arrangement and composition of such songs.
- All persons having any rights, title and/or interest whatsoever with respect to any of the Judged Materials, or any elements thereof, promotional material, band logos, or any other lyrics, music, arrangement, composition, or song performed during the Contest by my band that is not judged (“**Other Materials**”), have authorized the submission, public performance and other use of such materials by the band in the Contest, and have waived any applicable moral rights in such materials in favor of the entrants. The Judged Materials and Other Materials are referred to herein collectively as the “**Creative Materials**”.
- The use of Creative Materials as contemplated by the Official Rules of this Contest will not infringe upon the Intellectual property rights or defame or invade the publicity or privacy rights of any third party, living or deceased.
- If my band or any band member is uncertain as to whether we can agree to all of the provisions of this Participation Agreement, we acknowledge that we have been advised to confer with our legal counsel or other advisors. If requested by Sponsor, we agree to provide proof in writing of any necessary authorizations, assignments or waivers required herein.
- Creative Materials may not contain “sampling” from other songs, music, sound effects, or any other elements over which the band and its members do not have all necessary rights, title and interest, including copyright.
- Materials and our band name must be in keeping with Sponsor’s positive image. Without limitation, Creative Materials that are deemed by Sponsor, in its sole and absolute discretion, to be or to contain explicit sexuality, or that is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous, or which encourages unlawful behavior, or which is hateful, or which is racially, ethnically or otherwise offensive or objectionable, or which portrays the Sponsor in a negative fashion, may be disqualified. THIS REQUIREMENT IS STRICTLY ENFORCED.



- Creative Materials and band names must not include brand names, trade-marks, trade names, logos or the intellectual property of any third parties.
- Creative Materials and Entry Forms must be from an identifiable source. Any attempt to create a false identity, to impersonate any person or entity, or to make a false or misleading statement, or misrepresent an affiliation with any person or entity, may result in disqualification.
- I agree that: a) Sponsor and its designees may use, copy, publish, videotape, broadcast, distribute and otherwise publicly display all elements of the Creative Materials, the Video, and any other videos and recordings made of the Band's performances during the competition as well as each band member's name, address [city and state/province], biographical information, statements, voice, photograph and other likeness), in whole or in part, in any and all media either now or hereafter known, in perpetuity throughout the universe, solely in connection with advertising, promoting and conducting this Contest and the Concert, without notification and without compensation of any kind to any entrant or any third party. Sponsor reserves all rights, including without limitation, the right to reproduce, alter, amend, edit, modify, crop and use the Creative Materials, the Video, and any other videos and recordings made of the Band's performances during the competition in connection with advertising, promoting and conducting this Contest and the Concert.
- Sponsor does not undertake to consider the Creative Materials in confidence and Sponsor has not made any prior inducements, promises or representations to me or my band regarding the Creative Materials other than as set forth in the Official Rules of this Contest.
- Participation by each competing band in this Contest, and the accompanying submission of each band's Creative Materials to Sponsor, shall in no way limit or restrict Sponsor's rights with respect to, or the use of, Creative Materials submitted by other bands or band members, or otherwise developed, created or used by Sponsor, both prior to and after the submission of each entrant's Creative Materials herein, and Sponsor shall have no obligations to my band or me with respect to such other Creative Materials. Accordingly, my band and I acknowledge that Sponsor's use of other material containing elements similar to or identical with those contained in my band's Creative Materials shall not entitle the my band or me to any compensation if Sponsor has an independent right to use such other materials.
- Sponsor reserves the right at any time, in its sole and absolute discretion, to disqualify a band it believes is not in compliance with the Official Rules, or which has made a false or misleading statement on the Participation Agreement or otherwise, and reserves the right to pursue all other rights and remedies available at law in the event of such disqualification.



- Participation by each competing band in this Contest, and the accompanying submission of each band's Creative Materials to Sponsor, shall in no way limit or restrict Sponsor's rights with respect to, or the use of, Creative Materials submitted by other bands or band members, or otherwise developed, created or used by Sponsor, both prior to and after the submission of each entrant's Creative Materials herein, and Sponsor shall have no obligations to my band or me with respect to such other Creative Materials. Accordingly, my band and I acknowledge that Sponsor's use of other material containing elements similar to or identical with those contained in my band's Creative Materials shall not entitle my band or me to any compensation if Sponsor has an independent right to use such other materials.
- I agree to: (a) to be bound by the Official Rules and any other documents required by Sponsor (including, without limitation, the Participation Agreement and any releases required) and by the decisions of Sponsor, the Contest Administrator, all judges in this Contest, and to waive any right to claim ambiguity in this Contest, the Official Rules or any other documents required by Sponsor (including, without limitation, the Participation Agreement and any releases), (b) to indemnify, defend and hold harmless the Contest Entities, and their respective officers, directors, employees, shareholders, representatives and agents (collectively, the **"Released Parties"**) from any and all liability, claims, losses, damages, demands, causes of action, penalties and expenses (including reasonable attorneys' fees) arising out of or related to any statement, action or failure to act by me during or in connection with my participation in the Contest, and/or any breach or alleged breach of these Official Rules or of any other documents required by Sponsor or related to the Creative Materials including any use thereof and, (c) not to sue and to irrevocably and unconditionally release, waive and forever discharge the Released Parties from any and all liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which I (or my successors-in-interest, heirs and/or agents) ever had, now have, or in the future may have against the Released Parties, including, but not limited to claims arising out of or related to personal injury (including death) and/or damage, theft, loss or any other harm resulting in whole or in part, directly or indirectly, from participation in the Contest or any Contest-related activity including but not limited to the acceptance, possession, misuse or use of a prize and/or the use of any of the rights granted herein (including, without limitation, the use and exploitation of the Creative Materials, the Video, and any other videos and recordings made of the Band's performances during the competition and the Grand Prize performance, and each band member's name, address [city and state/province], biographical information, statements, voice, photograph and/or other likeness). I further agree that I will indemnify and hold the Released Parties harmless from and against all claims arising out of, connected with or resulting from my breach of this Participation Agreement and/or the Official Rules.
- This document, together with the Official Rules of the Contest, constitutes the entire agreement and complete understanding of the parties, and no oral or prior written agreements shall be deemed a part of or modification of this agreement. This agreement cannot be modified except by a written instrument signed by an authorized representative of Sponsor. In the event of a discrepancy or conflict between the terms of this Participation Agreement and the Official Rules, the Official Rules shall govern.
- Each band member is solely responsible for payment of any and all applicable income or other taxes or fees due for or on account of any prize(s) or consideration that such band member receives as a result of this Contest. Each band member also understands that he/she will be issued an IRS 1099 MISC Form in the amount equal to the approximate retail value of any prize(s) that may be awarded to each band member, in the event the approximate retail value of the prize is \$600 or greater.



23. If I am a "U.S. person" (as defined by U.S. tax law), then, under penalty of perjury, I certify that i) The social security number below is my correct taxpayer identification number, and ii) I am not subject to backup withholding because: a) I am exempt from backup withholding, or b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and iii) I am a U.S. person (including a U.S. resident alien).
24. I will not do anything or cause any third party to do anything which would manipulate or in any way influence the outcome of the Contest with the intent to deceive the public, including, but not limited to, tampering with any voting system or process. I agree that I will not participate in any such act or any other deceptive act with respect to the Contest, nor permit anyone to do so on our behalf. I agree that if anyone tries to induce me or my band to do any such act, I shall immediately notify the Contest Entities.



I hereby certify and represent that I have read the foregoing Participation Agreement and fully understand the meaning and effect thereof, and intending to be legally bound, I hereby accept all of the terms and conditions herein.

Band Name: _____

Band Member/Administrator:

Role in the band: _____

Printed Name: _____

Signature: _____ Date: _____

Street Address: _____

City & State (or Province): _____

Zip/Postal Code: _____

Country: _____

Home Telephone: _____

Work Telephone: _____

Cell Phone: _____

Date of Birth: _____

Social Security Number*: _____

Band Member:

Role in the band: _____

Printed Name: _____

Signature: _____ Date: _____

Street Address: _____

City & State (or Province): _____

Zip/Postal Code: _____

Country: _____

Home Telephone: _____

Work Telephone: _____

Cell Phone: _____

Date of Birth: _____

Social Security Number*: _____

Band Member:

Role in the band: _____

Printed Name: _____

Signature: _____ Date: _____

Street Address: _____

City & State (or Province): _____

Zip/Postal Code: _____

Country: _____

Home Telephone: _____

Work Telephone: _____

Cell Phone: _____

Date of Birth: _____

Social Security Number*: _____

Band Member:

Role in the band: _____

Printed Name: _____

Signature: _____ Date: _____

Street Address: _____

City & State (or Province): _____

Zip/Postal Code: _____

Country: _____

Home Telephone: _____

Work Telephone: _____

Cell Phone: _____

Date of Birth: _____

Social Security Number*: _____

**Band Member:**

Printed Name: _____

Signature: _____ Date: _____

Street Address: _____

City & State (or Province): _____

Zip Code or Postal Code: _____

Country: _____

Home Telephone: _____

Work Telephone: _____

Cell Phone: _____

Date of Birth: _____

Social Security Number*: _____

Band Member:

Printed Name: _____

Signature: _____ Date: _____

Street Address: _____

City & State (or Province): _____

Zip Code or Postal Code: _____

Country: _____

Home Telephone: _____

Work Telephone: _____

Cell Phone: _____

Date of Birth: _____

Social Security Number*: _____

*Each band member who is a "U.S. person" (as defined by U.S. tax law) is required to provide his/her social security number.
