

Audition Terms and Conditions

Whiskey Roadhouse

Battle of the Bands

Whiskey Roadhouse Battle of the Bands is a music program in which a competition will be conducted to select a winning band. By participating in this process and submitting an electronic audition file for consideration by the Producers in connection with the Program, you acknowledge that you have read, understand and voluntarily agree to abide by these Audition Terms and Conditions in their entirety. The effective date of these Terms and Conditions shall be the date you submit your Audition. Prior to submitting Auditions, please confirm that you meet the Eligibility Requirements in Section A below. In addition, please ensure that your Audition meets the Audition Submission Requirements in Section B below. Auditions will be accepted from 6:00a.m Central Standard Time on August 6th, 2018, through and including 11:59 p.m. Central Standard Time on September 30th, 2018. No Auditions will be accepted after 11:59 p.m. Central Standard Time on September 30th, 2018.

A- Eligibility Requirements.

1. The following requirements must be able to be proven at the time of your registration and audition:
 - You must be a part of a music band to participate. The band must consist of a minimum of two (2) and maximum of six (6) people. Individual auditions will not be accepted or considered.
 - All band members are legal United States residents and authorized to work therein.
 - All band members are 21 years or older as of August 6th, 2018. If any band member does not meet this requirement, he/she is not eligible to participate in this Electronic Audition.
 - Each competitor can only be entered into the competition under one band. Any competitors performing in multiple bands will be asked to choose only one band with which to compete.
 - Neither you nor any of your immediate family members (spouse, ex-spouse, parents, siblings, children, step-children) or members of your household (whether or not related to you) are current employees, directors, officers, independent contractors, agents, or representatives of Caesar's Entertainment, any of its partners, or affiliated agencies. Any person or entity involved in the development, production, distribution, or other exploitation of the Whiskey Roadhouse Battle of the Bands Program may not participate within the competition.

2. Audition Submission Requirements.

1. General Requirements

- Your Audition must comply with the requirements of this Section.
- Any Audition that, in Producer's discretion, does not comply with the requirements will not be considered.
- Producer reserves the right to determine, in its sole discretion, the eligibility of all performers and Auditions.
- Auditions should be submitted to BattleOfTheBands@caesars.com between 6:00a.m Central Standard Time on August 6th, 2018, through and including 11:59 p.m. Central Standard Time on September 30th, 2018. No Auditions will be accepted after 11:59 p.m. Central Standard Time on September 30th, 2018.
- All auditions should be submitted with a document containing following details:
 - Name of the band, names of all band members with their ages, a copy of Valid State issued Identification of all band members.
 - Name of each of the audition songs submitted as well as lyrics
- The Audition can be submitted by any of the band members of at least twenty-one (21) years of age.
- Producer reserves the right in its sole discretion to modify or change the eligibility requirements or submission requirements hereunder from time to time and such modifications will be effective upon posting to this link.

2. Audition Content

- Multiple submissions by any single band will not be accepted. In such instances, the first audition received by the band will be used as the official Audition.
- The Audition must be audio recordings of two (2) **ORIGINAL** songs that were written and performed solely by band members listed with the audition materials. Please submit via fileshare (audio link preferred, YouTube video also acceptable). Please note that sound quality will play a factor in judging the auditions. All recordings submitted will not be returned.
- Audition must NOT contain material which is sexually explicit, obscene, pornographic, violent (for example, relating to murder, weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), illegal (for example, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane or harassing.

- Audition material must comply with the laws of The United States of America.
- Auditions must NOT include mention or feature any un-cleared copyrighted material, including but not limited to music, films, books, television programming, artwork, sculpture, photographs, etc., or identifying descriptions of any copyrighted material.
- Auditions must not contain any post-production voice enhancements.
- Audition Submissions must NOT contain derogatory references to Caesar's Entertainment or any of its affiliates.
- All audition content must conform to the requirements of these Terms and Conditions. The Terms and Conditions may be amended at Producer's discretion.

C- Judging.

Auditions submitted for consideration in this Electronic Audition will be judged by the panel. Bands shortlisted in this process will be contacted for further details. The shortlisting from this process does not guarantee a place in the program. The judgment/decision of the panel will be full and final, and not subject to questioning from any participants.

D- Further Documentation.

In the event Producer chooses you to participate in the Program, you will be required by the Producer to fill out, sign and agree to all of the terms and conditions of additional forms, including, without limitation, a Participation Agreement and Release.

E- Disqualifications.

Producer reserves the right to disqualify and/or exclude, in its sole and absolute discretion, any individual from the audition process for any reason, including without limitation, violation of any portion of these Terms and Conditions, or tampering with the entry process or the audition process. Producer also reserves the right to change these Terms and Conditions at any time, with or without notice. Being chosen to audition and/or compete at any level in the process does NOT ensure that you will be selected to continue to the next stage of the competition process.

F- Audition review.

Producer has no obligation to review your Auditions or to use your Audition Submission in any manner whatsoever.

Representations and Warranties / Indemnification

You represent and warrant the following: (i) you are the copyright owner of the Audition (ii) the Audition is wholly original with you and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Audition neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (iv) the Audition does not and will not violate any applicable laws, and meets the Audition Submission Requirements

You agree to indemnify Caesar's Entertainment, its subsidiaries, producer and any other entities involved in Whiskey Roadhouse Battle of the Bands program against any claims, damages, law suits or losses that may arise due to your participation in this program.

Conditions of Participation

This Electronic Audition is subject to all applicable United States federal and local laws. You hereby: (a) agree that Caesar's Entertainment, the Producers and its affiliates shall have no liability whatsoever for, and shall be held harmless by you against any liability for any injuries, losses or damages of any kind to person(s) or property resulting in whole or in part, directly or indirectly, as a result of participating in this Electronic Audition or any related activity; (b) release Caesar's Entertainment, Producer and their respective advertising and promotion partners, fulfillment and/or judging agencies, retailers, franchises, agents and their estate and/or family members from all liability, claims, action, or proceedings relating to this Electronic Audition and from injuries or damages arising in connection with or relating to participation in this Electronic Audition; and (c) waive any right to claim ambiguity in the Electronic Audition or these Terms and Conditions. (d) Caesar's Entertainment, the Producers and its affiliates reserve the right to modify these Terms and Conditions, remove suspect Auditions, and/or cancel, terminate or suspend any portion of this Electronic Audition at any time and for any reason in their absolute discretion. Producer reserves the right to disqualify and/or exclude, in its sole and absolute discretion, any individual from any of the auditions for any reason, including without limitation, violation of any portion of the Program rules, violation of any of these

Terms and Conditions, or tampering with the entry process or the audition process. Producer also reserves the right to change the Program rules and procedures at any time. Being chosen to audition and/or compete at any level in the competition does NOT ensure that you will be selected to advance to the next stage of the competition process.

Privacy Policy

Any personal information supplied by you to this Electronic Audition, Caesar's Entertainment, the Producers and affiliates will treat with strict confidentiality. By participating in the Electronic Audition, you grant the Producers permission to share your email address and any other personally identifiable information with the other Producers for the purpose of this Electronic Audition and/or the production of the Program.

Nature of Relationship

You understand and acknowledge that the Producer Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to them or being developed by their own respective employees. You acknowledge that many ideas may be competitive with, similar or identical to the Auditions and/or each other in theme, idea, format or other respects. You acknowledge and agree that you will not be entitled to any compensation as a result of the use by the Producer Entities of any such similar or identical material. You acknowledge and agree that the Producers do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Audition. You acknowledge that, with respect to any claim by you relating to or arising out of the actual or alleged exploitation or use of any audition or other material submitted in connection with the Electronic Audition by any Producing Entity, the damage, if any, thereby caused to you will not be irreparable or otherwise sufficient to entitle you to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Auditions or the Program or any other production based on or allegedly based on the Auditions or the Program, and your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.



WHISKEY
ROADHOUSE