

Jonas Brothers Chevy Spotters Contest

Entry Form and Affidavit of Eligibility, Liability Release and (where legal) Publicity Release

ENTRY/AFFIDAVIT RELEASE FORM

To be completed by Entrant or Parent/Legal Guardian if Entrant is a Minor

Entrant must read, complete and sign a copy of this Entry/Affidavit Release Form and be verified by a Team member on the day of the event (Subject to Official Rules).

Please print legibly and complete the following information:

If Entrant is a minor, parent/legal guardian MUST COMPLETE ON MINOR'S BEHALF. (A MINOR is a resident of Alabama or Nebraska under 19 years of age or is a resident of Pennsylvania or Mississippi and is under 21 years of age or under the age of 18 in the remaining 46 states.)

Entrant's Information (please print legibly):

Entrant First and Last Name:

Parent Legal Guardian's Name (if an Entrant is a resident of a jurisdiction that deems him/her to be a Minor):

_____ Age: _____

Address & contact information if different from below: _____

Entrant Street Address: _____

City: _____ State: _____ ZIP Code: _____

Age: _____ Date of Birth: _____/_____/_____

Daytime Phone: (_____) _____

Evening and/or Mobile Phone Number: (_____) _____

Email Address (optional): _____

Form of Gov't Issued Identification Provided (if available): _____

If a minor does not have identification, parent /legal guardian must provide his/hers.

Jonas Brothers Chevy Spotters Contest
ENTRY/AFFIDAVIT RELEASE FORM Pg. 2 of 4

To enter this Contest, Entrant (if a minor, parent/legal guardian on his/her behalf) must read, complete and agree to the following:

- (a) Entrant agrees and acknowledges that he/she has read the Official Rules and must register by legibly hand-printing, completing and submitting this Entry/Affidavit Release Form;
- (b) Entrant is 13 years of age or older as of July 3, 2008;
- (c) BY ENTERING CONTEST, EACH ENTRANT AGREES TO BE BOUND BY THE OFFICIAL RULES;
- (d) Entrant agrees and acknowledges that he/she must sign his/her Entry/Affidavit Release Form and complete any other document supplied by The Team/Sponsor designees ("The Team"). Proof of identification is requested. **All required Entry/Affidavit Release Form information and Entry Information must be completed in full;**
- (e) Entrant understands that, after his/her Entry/Affidavit Release Form is received and verified, The Team will enter the Entrant(s)' Poster into the Contest;
- (f) Entrant represents and warrants that he/she does not belong to a group or organization or is not a professional artist, graphic designer or art/design teacher (a professional is someone who has received compensation or award for their artwork);
- (g) Entrant agrees that he/she must be present on or about 5:30 pm local time when The Team will judge all eligible entries to determine the three (3) winners. Additionally, Entrant understands that if he/she is determined to be a winner and is not present within thirty (30) minutes of The Team announcing the winners he/she will be disqualified at The Team's sole discretion;
- (h) By entering Contest, Entrant represents and warrants that he/she is not subject to any performance agreement or any similar agreement which would interfere with their ability to enter this Contest and/or grant all of the rights to be granted hereunder;
- (i) Entrant represents and warrants to Sponsor that his/her Submission complies with each of the following requirements: **(1)** Poster contains images of artworks embodying the following elements: **[a]** Chevy's logo; **[b]** a support of "Green/environmental issues" and **[c]** Jonas Brothers images, logos, etc.; **(2)** has never been previously published, performed or otherwise exhibited; **(3)** is relevant to the Judging Criteria as stated in the Contest Official Rules; **(4)** does not contain the name or likeness of any person other than me and does not refer to any person other than me or items relevant to the Submission; **(5)** does not contain or depict any objectionable, unlawful, defamatory, obscene, sexually explicit, threatening, abusive, harassing, hateful, discriminatory, threatening, vulgar, racially or ethnically-motivated, invasive of another's privacy, or any other objectionable material or gesture or is otherwise unfit for publication/posting/uploading, as determined by Sponsor/Judges in its sole and absolute discretion; **(6)** does not contain, or otherwise make available any materials (images, trademarks, logos, etc.) that infringe upon any personal, proprietary or any other right of any third party other than is outlined in the Contest Official Rules; **(7)** does not contain the, phone number(s), address, or email address of any person, including my own; **(8)** does not contain any visual references to alcoholic beverages, tobacco, drug paraphernalia, firearms, or any depiction or representation thereof; **(9)** does not contain or otherwise make available any unsolicited or unauthorized advertising, "commercial pitch," promotional materials, junk mail, spam, pyramid schemes, or any other form of solicitation other than is outlined in the Contest Official Rules; **(10)** does not contain any material that: **(a)** would give or threaten to give rise to criminal or civil liability; **(b)** encourages conduct that constitutes a criminal offense; or **(c)** encourages or provides instructional information about illegal activities.

Jonas Brothers Chevy Spotters Contest
ENTRY/AFFIDAVIT RELEASE FORM Pg. 3 of 4

- (j) Entrant(s) understands that he/she must be present at the Event Location when the Winners are announced in order to be eligible for a prize;
- (k) Except where prohibited by law, participation in this Contest and by signing this Entry/Affidavit release constitutes permission for Hollywood Records, Inc., the Jonas Brothers, The Walt Disney Company, Chevrolet Motor Division, General Motors Corporation, or any Brand, Division, Vendor and/or Contract Employee of General Motors Corporation, Concert venues to use, without notice or further compensation, worldwide, and in perpetuity, in any and all forms of media, now known and hereafter devised, including, without limitation, my name, address (city and state), photo, likeness, biographical information, statement and voice, (including but not limited to posting Submission on Web Site and on the Internet or otherwise exhibited or distributed, in connection with, or to promote, the Contest and/or the Concert), for advertising/publicity purposes in connection with said Contest or any prize awarded;
- (l) By attending the Event Location, participants, Entrants, Competitors and spectators agree to be taped and/or photographed. Entrant(s) unconditionally assigns and transfers all rights, title, interest, claim, ideas, concepts, design, copyrighted materials and trademarks contained in the Submission and any and all rights including "moral rights" in the Submission to the Sponsor;
- (m) By participating, each Entrant (if a minor, parent/ legal guardian on his/her behalf) agrees to be bound by the (i) Official Rules, (ii) all federal, state and local laws, regulations and ordinances, (iii) this Entry/Affidavit Release Form, and (iv) the Affidavit /Release (all of the foregoing referred to collectively as the "Rules and Laws");
- (n) In the event Entrant(s)/Winner(s) engages in behavior that (as determined by Sponsor in Sponsor's sole discretion) is obnoxious or threatening, non-sportsmanlike, disruptive, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate their attendance at the event, premiere, or other applicable experience early, in whole or in part, and send the Entrant(s)/Winner(s) home with no further compensation;

I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN AS WELL AS ANYONE WHO MAY TAKE BY OR THROUGH ME, HEREBY WAIVE, RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS HOLLYWOOD RECORDS, INC., ("SPONSOR"), THE JONAS BROTHERS, THE WALT DISNEY COMPANY, CHEVROLET MOTOR DIVISION, GENERAL MOTORS CORPORATION, OR ANY BRAND, DIVISION, VENDOR AND/OR CONTRACT EMPLOYEE OF GENERAL MOTORS CORPORATION, CONCERT VENUES, THEIR ADVERTISING OR PROMOTION AGENCIES, THOSE INVOLVED IN THE PRODUCTION, DEVELOPMENT, IMPLEMENTATION OR HANDLING OF THIS CONTEST, ANY AGENTS ACTING FOR, OR ON BEHALF OF THE ABOVE ENTITIES, THEIR RESPECTIVE PARENT COMPANIES, OFFICERS, DIRECTORS, SUBSIDIARIES, AFFILIATES, LICENSEES, SERVICE PROVIDERS, PRIZE SUPPLIERS AND FULFILLMENT COMPANIES, ANY OTHER PERSON OR ENTITY ASSOCIATED WITH THIS CONTEST (COLLECTIVELY "CONTEST ENTITIES"), FROM AND AGAINST ANY AND ALL LIABILITY, CLAIM, DEMAND, PROCEEDING, SUIT, CAUSE OF ACTION OR PROCEEDING (EACH OF THE FOREGOING, A "CLAIM") ARISING IN CONNECTION WITH OR RELATED TO MY PARTICIPATION IN THIS CONTEST OR TO MY USE OR MISUSE OF ANY EQUIPMENT OR EVENT FACILITY IN THE EVENT LOCATION OR IN THE EVENT LOCATION VICINITY, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR BODILY INJURY (INCLUDING, WITHOUT LIMITATION, AN AGGRAVATION OF AN EXISTING MEDICAL CONDITION), DISABILITY OR DEATH, PERSONAL INJURY, VIOLATION OF PRIVACY OR

**Jonas Brothers Chevy Spotters Contest
ENTRY/AFFIDAVIT RELEASE FORM Pg. 4 of 4**

PUBLICITY RIGHTS, OR DAMAGE OR DESTRUCTION OF PROPERTY, WHETHER ARISING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTEST ENTITIES OR OTHERS, OR FOR ANY OTHER REASON, TO THE FULLEST EXTENT PERMITTED BY LAW. I ACKNOWLEDGE THAT MY INTENTION IS FOR THIS RELEASE FROM LIABILITY AND COVENANT NOT TO SUE TO BE AS BROAD AND AS INCLUSIVE AS IS PERMITTED BY APPLICABLE LAW. IN ADDITION TO THE FOREGOING, I ALSO AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE CONTEST ENTITIES FROM AND AGAINST ALL LIABILITIES, DAMAGES, LOSSES, FINES, PENALTIES, COSTS, EXPENSES AND REASONABLE ATTORNEYS' FEES ARISING OUT OF A CLAIM.

IF ENTRANT IS A LEGAL ADULT, COMPLETE PART A:

PART A:

I hereby affirm and represent that I have reviewed and fully complied, and will continue to fully comply with all the rules and regulations of the Contest including those set forth in the Official Rules and this Entry/Affidavit Release Form.

ADULT ENTRANT Name (Please Print)

Date

ADULT ENTRANT Signature

IF ENTRANT IS A MINOR, COMPLETE PART B:

PART B (MINOR): (To be completed by parent and/or legal guardian if entrant is a Minor. Minor MUST BE ACCOMPANIED BY A PARENT OR LEGAL GUARDIAN at the Event Location):

I hereby state that I am accompanying my child to the concert location and on my child's behalf, I affirm and represent that I have reviewed and fully complied, and will continue to fully comply with all the rules and regulations of the Contest. In addition, I grant permission and consent for my child to participate in the Contest upon the terms and conditions set forth in the Official Rules and this Entry/Affidavit Release Form.

Parent/Legal Guardian Name (Please Print)

Date

Parent/Legal Guardian Signature