

## **Contest Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### **1. Eligibility**

Standup Spotlight (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry. Employees of Steve Harvey Enterprises, Inc. (as defined herein, the "Sponsor") and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

### **2. Sponsor**

The Contest is sponsored by Steve Harvey Enterprises, Inc., located at 10061 Riverside Drive, Suite 759, Toluca Lake, California 91602.

### **3. Agreement to Official Rules**

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these official rules and the decisions of the Sponsor ("Official Rules"), which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### **4. Contest Period**

All submissions for the Contest begin on October 8, 2019 at 12:01am Pacific and end on October 22, 2019 at 11:59pm Pacific (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest Period only using the following method:

Online via: [www.steveharvey.com/spotlight](http://www.steveharvey.com/spotlight)

### **5. How to Enter**

**Online:** This method of entry will be available by visiting our website ([www.steveharvey.com/spotlight](http://www.steveharvey.com/spotlight)) and following the directions provided to fill out the entry information, and submit no more than a five (5) minute video where the entrant's standup comedy routine is recorded. Limit one (1) entry per person for the duration of the Contest Period. Entries received from any person in excess of the stated limitation will be void.

### **6. Rights and Ownership**

All entries/submissions become the property of Sponsor and will not be acknowledged or returned. For avoidance of doubt, once the video is submitted, entrant(s) acknowledge and understand that the Sponsor is entitled to use the entrant's name, likeness and / or biography in connection with the submission and in connection with the advertising or exploitation of the submission or otherwise in connection with the Contest. As it relates to the submission(s),

entrant(s) grant to Sponsor the right, in perpetuity and throughout the universe, to use entrant(s) name, likeness, activities, attributes and/or biography in connection with the submission (including, without limitation, articles, promotional materials, television appearances and commercials, programming and interviews) and all subsidiary and ancillary rights therein, in perpetuity, throughout the world and in any and all media, whether now known or hereafter devised, including, without limitation, publications, merchandising and commercial tie-ups; provided, however, that in no event shall entrant(s) be depicted as using or endorsing any product or service without entrant(s) prior consent.

Upon entry, each entrant, **MUST** be able to demonstrate to the satisfaction of Sponsor that you do not have any of the following agreements in effect (written or oral):

- Any contractual arrangement that would prohibit you from fully participating in the Contest and/or entering into any contracts required by Sponsor, including, but not limited to, a development agreement, talent management agreement and/or a merchandising agreement.

Pursuant to Paragraphs 7 and 8, if you are selected by Sponsor (whether you are the Grand Prize Winner or People’s Choice Award Winner (as defined herein)), you will be required by the Sponsor to fill out, sign and agree to all of the terms and conditions of additional forms, including, but not limited to, a development agreement, talent management agreement and/or a merchandising agreement. More specifically, by entering the Contest, each entrant (including the finalists, People’s Choice Award Winner and Grand Prize Award Winner) agrees to execute an exclusive development deal (the “Talent Development Deal”) with Sponsor in order to be eligible for a prize. The Talent Development Deal shall, amongst other rights, grant to Sponsor the exclusive option to develop film, television and digital formats for the entrant. Sponsor shall have such Option for a period of thirteen (13) months commencing on the end of the Entry Period (the “Option Period”). The entrants (including the Finalists and Grand Prize Winner) acknowledge and agree that the chance to win a prize shall constitute good, valuable, complete and sufficient consideration to secure such Option. Entrants also acknowledge and agree that upon notification of status as a Finalist or Grand Prize Winner (and prior to being officially named as a Finalist or Grand Prize Winner and prior to receiving any of the prizes), Entrants must sign and return the Talent Option Agreement.

## **7. Selection of People’s Choice Award Winner**

On or about October 23, 2019, the Sponsor (based on its own criteria) will select the best submissions received during the Contest Period and will post the best submissions in order for visitors of its website to vote. People who visit [steveharvey.com/spotlight](http://steveharvey.com/spotlight) will be able to vote for as many comedians as they want, once a day, each day from October 23-November 3, 2019 at 11:59pm Pacific. The submission that receives the most votes will be selected as the People’s Choice Award Winner. The Sponsor will attempt to notify the potential winner via telephone or e-mail on or about November 7, 2019. If the potential winner cannot be contacted within five (5) days of the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place from the remaining non-winning, eligible entries.

**8. Selection of Grand Prize Winner**

The Grand Prize Winner shall be selected by Sponsor (based on its own internal judging criteria). The potential Grand Prize Winner will be notified by email, mail or phone. The People’s Choice Award Winner shall not necessarily be the Grand Prize Winner. The Sponsor will attempt to notify the potential winner via telephone or e-mail on or about November 7, 2019. If the potential winner cannot be contacted within five (5) days of the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place from the remaining non-winning, eligible entries.

**9. Winner Requirements**

Each potential Grand Prize Winner and People’s Choice Award Winner will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner.

**10. Prizes**

Grand Prize (1) trip to Los Angeles for 4 days and 3 nights to meet with Steve Harvey (airfare and hotel accommodations), a meeting with an agent and a performance at a comedy club and a One Thousand Dollar (\$1,000) American Express Gift Card. Grand Prize Award Winner must be available to travel to Los Angeles between the months of February–July 2020.

People’s Choice Award Winner (1) – Five Hundred Dollar (\$500) American Express Gift Card.

**11. Disqualifications**

Sponsor reserves the right to disqualify, revoke and/or exclude, in its sole and absolute discretion, any entrant from the Contest for any reason or for no reason at all, including without limitation, violation of any portion of these rules, or tampering with the entry process. Sponsor also reserves the right to change the rules and procedures at any time.

**12. General Conditions**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or

undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

### **13. Release and Limitations of Liability**

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

### **14. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than California.

**15. Privacy**

Information collected from entrants is subject to Sponsor's privacy policy.