

## 2023 TENNESSEE SONGWRITERS SWEEPSTAKES – OFFICIAL RULES

**NO PURCHASE NECESSARY. INTERNET ACCESS IS REQUIRED TO ENTER.**

**CONTEST OVERVIEW:** The fifth annual Tennessee Songwriters Week kicks off with qualifying rounds on January 30, 2023. The week celebrates the foundation of the craft for which Tennessee is known – music. Tennessee is the home of seven genres of music, making it not only a vital part of our state's culture and heritage, but arguably our biggest export to the world.

Prior to Tennessee Songwriters Week, the Tennessee Department of Tourist Development and The Bluebird Cafe want to promote the state's heritage and recognize the contributions of the past and present songwriters to Tennessee. Eligible songwriters will be given the opportunity to play their original work at a Qualifying Round. Qualifying Rounds will be hosted by forty (40) – fifty (50) venues throughout the State. A panel of judges at each of the venues located throughout West Tennessee will choose two (2) songwriters, Middle Tennessee will choose one (1) songwriter to advance while venues located in East Tennessee will choose four (4) songwriters to advance to the Songwriters Week Showcase, for a total of up to eighty (80) songwriters.

The Tennessee Songwriters Week Showcases will be hosted at seven (7) historic venues in the following cities, Franklin, Gallatin, Memphis, Chattanooga, Knoxville, Gatlinburg and Johnson City. The eligible songwriters will be given the opportunity to perform an original work. From each of the seven (7) locations, hosting up to twenty (20) songwriters each, one (1) songwriter will be selected by a panel of judges to play their original work at The Bluebird Cafe on **March 7, 2023**.

**ELIGIBILITY:** The Tennessee Department of Tourist Development **2023 Tennessee Songwriters Sweepstakes** (“Contest”) is open only to legal residents of the United States of America, including the District of Columbia and Puerto Rico who have attained their state of residence's age of majority, or permission from their parent or legal guardian, on the date of Contest entry. An “Entrant” can be an individual songwriter, duo or trio. If entering as a duo or trio, the individual who remits the online entry will be deemed the individual eligible for prize receipt. Entrant must have the unrestricted right to work in the United States of America throughout the entry period as well as the performance period. Employees of the Tennessee Department of Tourist Development, The Bluebird Cafe, Taylor Guitars and VMLY&R, Inc. (together, the “Sponsors” or “Released Parties”), State of Tennessee departments and agencies and their respective subsidiaries, affiliates, advertising and promotion agencies and immediate family members of, and/or those living in the same household of each, are not eligible to enter. The Contest is void outside the United States of America and where otherwise prohibited.

**HOW TO SIGN UP:** Online entry will be through a Tennessee Department of Tourist Development website. During the Sign-up Period, visit [tnsongwritersweek.com](http://tnsongwritersweek.com). On the website will be a listing of all Qualifying Round Venues with information on how to contact each Venue for to sign-up. Each Venue is responsible for sign-ups and if there will be a waitlist. Entrant may only select one location to sign-up. Should an Entrant sign up for more than one location, Entrant will be removed from the list and or wait list from all locations.

The Sweepstakes will be announced on December 15, 2022 with sign-ups to perform begin on December 15, 2022 at 9:00 AM Central Time (“CT”) and will conclude when all slots at the Qualifying Round venues are full, but no later than January 29, 2023 at 3:00 PM CT (“Sign up Period”). If more than twenty (20) individuals sign up for each venue, individual venues may reserve the right to have a waitlist but are not required to do so under the sweepstakes rules. Sponsor's computer will be the official time keeping device for the Sign up as well as any other time driven period.

Qualifying Round Venues will select up to twenty (20) songwriters to perform and are responsible for contacting those individuals and relaying any further instructions. If an Entrant fails to return the communication from the Qualifying Venue whether contacted through email or telephone within one (1) day of the original contact medium, the entry may be excluded, and Sponsor may select from off the waitlist or elect to not fill the spot.

140 songwriters will move forward to TN Songwriters Week Showcase events in the following 7 cities (20 songwriters per venue). Entrants will perform at one of seven (7) locations scheduled for the noted date, being:

- Puckett's, 120 4th Ave S, Franklin, TN 37064 **date TBA**
- The Palace Theatre, 146 N Water Ave, Gallatin, TN 37066, **date TBA**
- The Bijou Theatre, 803 S Gay St, Knoxville, TN 37902 on Monday, February 20, 2023
- Songbirds Foundation, 35 Station St., Chattanooga, TN 37408 **Date TBA**
- Lafayette's Music Room, 2119 Madison Ave., Memphis, TN 38104 on Tuesday, February 21, 2023
- The Down Home, 300 W. Main St., Johnson City, TN 37604 on Thursday, February 23, 2023
- Ole Red, 511 Pkwy, Gatlinburg, TN 37738 on Wednesday, February 22, 2023 **DATE TBA**

**If entering via a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.** All entries/materials submitted in connection with the Contest will become the property of Sponsors and will not be returned.

**PERFORMANCE PERIOD(S):** The Performance period will occur in two rounds, the Qualifying Round begins on Sunday, January 29, 2023 through Saturday, February 11, 2023 with the Tennessee Songwriters Showcase to begin on Sunday, February 19, 2023 through Saturday, February 25, 2023 ("Performance Period").

**SONGWRITER COMPETITION DURING PERFORMANCE PERIOD(S):**

Entrant must sing one (1) original song not to exceed five (5) minutes which Entrant owns/retains the rights to perform and either wrote or co-wrote. Entrant may sing a cappella or have live accompaniment. Light percussion is allowed if there is no set-up time necessary. Entrant may bring up to two (2) performers to play an instrument. Back up tracks are not permitted.

The original song performed must not disparage any group of persons, religion, be considered inflammatory or inappropriate. Sponsor(s) or Sponsors designee has the final authority to determine if the song performed violates the above. If Sponsor(s) determine that the original song performed is in violation of these Rules, the Entrant will be requested to cease the performance, agrees to leave the venue without incident and will be disqualified from consideration.

Each and every performance by an Entrant will be judged by a panel of at least three (3) individuals from the songwriting community in and around Tennessee. If a judge is related by marriage or blood or has a close personal connection to an Entrant, the Judge will refrain from scoring that Entrant. A "close personal connection" will be defined as a financial, familial, sexual relationship that involves a degree of intimacy beyond that normally present between work colleagues or members of the community. It can also mean a type of friendship in which those involved spend one-on-one time together frequently in a social setting.

Entrants will be evaluated numerically in the following categories:

- Song Quality scored on a scale of 1-10: Considering lyrical originality, lack of cliches and clarity of the narrative;
- Performance score on a scale of 1-6: Considering instrumental sound (voice or musical instrument), ability of the audience to audibly understand the lyrics and the Entrants connection with the audience.

Following the conclusion of each performance, the Judging panel will conduct their evaluation. The Judging panel will select and announce winner(s) for that round. The decision of the judging panel is final and binding in all aspects of this Contest. Following the completion of the Tennessee Songwriters Week round, seven (7) winners will be named, one from each of the seven (7) venues. If a tie for first place results at any Tennessee Songwriters Week round venue, the Judging panel will deliberate as a group in the presence of a Tennessee Department of Tourist Development team member to determine a winner based upon the above categories.

The winner of each of the seven (7) locations will receive the Prize as addressed below. Entrant must be present and complete a W-9 in order to win. If Entrant is not present or refuses to complete a W-9, the judging panel may select the entrant with the next highest score.

**PRIZE/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:**

The seven (7) winning Entrants will play their original song at The Bluebird Cafe on March date TBA, which will be determined by The Bluebird Cafe, and will receive a poster to commemorate the experience. All the specifications concerning performance as indicated above will apply to the instant performance, absent judging.

Each of the seven (7) prize winners will receive a two (2) night hotel stay located near The Bluebird Cafe for date(s) to be determined once Finale confirmed. Winners will receive two (2) single show tickets to a Saturday, **March ?, 2023** show at the Bluebird Cafe. Each of the seven (7) prize winners will also receive a membership to the Nashville Songwriters Association International (“NSAI”) which will include mentoring sessions, a workshop, and a \$100.00 gift card. Finally, each of the seven (7) prize winners will receive a branded commemorative guitar from Taylor Guitars.

The prize may not be exchanged and any changes to the **March ? 2023** date are at the discretion The Bluebird Cafe. Approximate retail value (“ARV”): \$1824.00 - two (2) night hotel stay (\$450.00) + two (2) single show tickets to The Bluebird Cafe’s **March ?, 2023** show (\$50.00) + NASI membership (\$225.00) + NASI workshop (\$200.00) + gift card (\$100.00) + Taylor Guitar (\$799.00).

The seven (7) winners performing at The Bluebird Cafe will receive no additional prizes, compensation, etc. as associated with the instant Contest.

**Odds of receiving a Sign up spot will depend on the number of individuals entering. Further odds of winning the Prize once selected will be a 1 in 1000 chance dependent upon the subjective selection criteria as set out above.**

**NOTIFICATION AND VERIFICATION:** Following closure of the sign-up period, successful Entrants will be notified via phone or email by the Venue to which they are assigned. Entrants that move forward from the Qualifying Round to Tennessee Songwriters Week Showcase will be notified following the conclusion of performances hosted by the respective venue. Successful Entrants should contact the respective assigned venue with any questions.

If an Entrant is found to be ineligible or not in compliance with these rules at any time during the contest period that Entrant will be disqualified.

Each of the seven (7) winners from the Tennessee Songwriters Week Showcase must be present during the announcement at the venue on the date of the performance in order to win. The seven (7) winners will be required to complete a W-9 form for tax filing purposes, providing their Social Security number and an Affidavit of Eligibility and Liability/Publicity Release (the “Affidavit”). If an Entrant is otherwise eligible

under these Official Rules but is deemed a minor in his or her state of primary residence, the Entrant's parent or legal guardian will be required to execute and return the Affidavit on the minor's behalf.

Non-compliance with this requirement will result in forfeiture and the Entrant with the next highest score from that venue will be selected, this should occur in real time at the venue.

**PRIZE CONDITIONS:**

Please visit [www.https://bluebirdcafe.com/](http://www.https://bluebirdcafe.com/), to read about frequently asked questions regarding The Bluebird Cafe. Prize is not assignable or transferable although Sponsors reserve the right to substitute a prize of equal or greater value due to unavailability or to hold performances on substitute dates due to pandemic or health concerns. Prize must be taken on dates specified by Sponsor or Prize will be forfeited in its entirety; dates so specified are subject to change by The Bluebird Cafe only. All other expenses not specifically mentioned herein, including but not limited to tips, gratuities, incidentals, local and long-distance telephone calls, and service charges, required transportation, any necessary lodging, all meals and beverages, and any other miscellaneous expenses not specifically mentioned above, are the sole responsibility of the entrant/winner(s).

By participating and accepting a prize, entrant/winner represents that he/she understands that travel, whether by plane, automobile, or other conveyance, or by foot, and in the air, contains some inherent element of risk of accident, illness, injury, loss or death, which may be caused by negligence, forces of nature, or other agencies, known or unknown. By accepting a prize, winner acknowledges participation in the prize is voluntary, acknowledges that there are natural factors and occurrences which may impact on or affect the safety of the activities they are participating in and they assume the risk of such factors and occurrences and agree that the Released Parties will not be in any way responsible for any resulting injury and/or death. Further, upon exercising the prize, winner agrees to all Terms of Use as set forth by The Bluebird Cafe.

In addition, the winner(s) are solely responsible for all federal, state, and local taxes as well as other fees associated with receipt of a prize, regardless of whether a prize is used in whole or in part. Taxes on the prize are solely the responsibility of the winner and winner agrees to provide a W-9 Tax form. Each prize winner will be required to disclose his/her social security number on the W-9 for the purpose of issuance of a 1099 MISC form for tax purposes.

**GOVERNING LAW/JURISDICTION:** Except where prohibited, 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. Further all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor(s) in connection with the Contest, shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The entrant/winner acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

**LIMITATION OF LIABILITY:** The Released Parties, the State of Tennessee, The Bluebird Cafe, and VMLY&R, Inc., each of their respective affiliates, subsidiaries, parent corporations, and their respective officer, directors, shareholders, employees and agents, are not responsible for: Any incorrect or inaccurate entry information, theft, tampering, destruction, or unauthorized access to, or alteration of entries; printing or other errors; and/or, any entries which are late, lost, delayed, incomplete, misdirected, stolen, mutilated, illegible, received with postage due or any combination thereof. Sponsors reserve the right to modify, suspend or terminate the Contest at any time that it may become necessary as a result of circumstances

beyond the Sponsors' control. In the event prizes are to be awarded when the Contest deadline date has lapsed, potential winner(s) will be selected from all eligible entries received as of the deadline date/time designated as the last day to enter the Contest.

**RELEASE OF LIABILITY:** By participating, winner(s), winners' guests and entrants agree to release, discharge, indemnify and hold harmless the Released Parties from and against any claims made by a winner(s), a winner's guest, entrants or any other third parties related in any way to the operation of this Contest as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in the Contest and/or any Contest-related activity.

**LEGAL WARNING:** WITHOUT LIMITING THE FOREGOING, THE CONTEST, ALL PRIZES, AND ALL MATERIALS PROVIDED ON OR THROUGH THE CONTEST SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM YOU TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**CONDITIONS OF ENTRY:** Entry materials that have been tampered with or altered are void. If, in the Administrator's or Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Contest, Sponsors reserve the right at their sole discretion to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify or suspend the Contest, or to terminate the Contest. Should the Contest be terminated prior to the stated expiration date, notice will be posted on the Website. In the event of a dispute as to the identity of the Entrant based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry.

**WINNER CONFIRMATION:** For the winners' names (available after winner(s) have been verified), send a self-addressed, stamped, business size (#10) envelope by June 30, 2023 to: Department of Tourist Development, William Snodgrass/Tennessee Tower, ATTN: 2023 Tennessee Songwriters Week, 312 Rosa L. Parks Avenue, 13th Floor, Nashville, Tennessee 37243-1102.

**SPONSOR(S):** Department of Tourist Development, William Snodgrass/Tennessee Tower, 312 Rosa L. Parks Avenue, 13th Floor, Nashville, Tennessee 37243-1102, The Bluebird Cafe, 4104 Hillsboro Pike, Nashville, TN 37215 and Taylor Guitars, 1980 Gillespie Way, El Cajon, CA 92020.

Note: This Contest is not in any manner sponsored, endorsed, administered by or associated with the platform it is administered, i.e. Instagram, Facebook, Twitter.