

CONTEST RULES

1. The Musika contest (hereinafter referred to as: the "Contest") shall be held by the evenko foundation (hereinafter referred to as: the "Foundation"). It takes place through a website dedicated to the Contest (hereinafter referred to as: the "Website") and at participating establishments (hereinafter referred to as the: "Establishments") at the time of the final. The contest will run from October 1st, 2018 and February 15, 2019.

ELIGIBILITY

2. This contest is open only to **singer-songwriters** or **performers** residing in Québec who are between the ages of 18 and 25 on October 1st, 2018.

Excluded from this contest are employees of Groupe CH, including evenko, Spectra Group and evenko Foundation employee.

Participants wishing to enter the Contest must submit at the time of entry a performance video of a song with which they wish to win the prize. In the video, the participant must be the sole performer.

Participants must be aware that the song submitted to the web site would probably not be the song(s) he/she will have to perform at the Final.

The participant must pay a \$25 registration fee to the Foundation through the instructions in section 4.

The participant must not have a contractual relationship with any recognized record company or agent or have been a winner at the Festival International de la chanson de Granby or at Ma première Place des Arts or have previously been a winner of the L'Étoile montante contest.

HOW TO PARTICIPATE

A) REGISTRATION

3. The participant recruitment period will be from October 1st, 2018 to midnight on November 30th, 2018. You must first register by completing the registration form available online as of October 1st, 2018.
4. Follow the instructions on the site to access the registration form. Fill out the form, insert your video at the indicated space and click on the "Submit" button. A confirmation email will then be sent to you where you will be instructed to pay the \$ 25 fee. The Foundation is not responsible for any technical problems that may lead to the non-receipt of a registration form. You must ensure that you have a reasonable timeline for submitting your form.
5. There is a limit to one entry per participant during the contest period. A violation of these rules may result in the disqualification of the participant. In all cases and at all stages, the Foundation will not be responsible for any participant who is unable to attend or participate in any of the stages of the contest for any reason whatsoever.

B) SELECTION FOR THE FINAL

8. From December 1st, 2018 to January 7, 2019 a voting period will be held in which all videos on the Website will be submitted to a public vote, whether through social media or directly on the Website.
9. On January 8, 2019, the 10 videos receiving the most votes will be announced on the Website. Participants in these videos will be invited to a finale, overseen by a panel of judges composed of members from the arts, evenko and Spectra. However, the Foundation reserves the right to adjust the number of finalists according to the number of participants and the quality of their performances. The following criteria will be taken into account by the panel when evaluating the songs:
 - Originality and authenticity;
 - Quality of text and music;
 - Quality of the interpretation of the text and music;
 - Vocal quality: Accuracy, timbre, shades, and vocal singularity;
 - Charisma and ease on stage;
 - Professional Maturity: Has the skills and qualities necessary for a musical career.
10. In the event that a selected participant cannot be reached, the Foundation and the panel reserve the right to select, in their sole discretion, a new finalist.
11. It is understood that all selected participants authorize the Foundation to carry out all the necessary checks with respect to their application files, in particular to verify their eligibility. The panel and the Foundation reserve the right to select a new entrant at their sole discretion. The selection of the new entrant is the sole discretion of the panel and the Foundation. Any decision in this regard is final and binding to all participants.

C) THE FINALE

12. The finale will be held at L'Astral on February 15, 2019.
13. In the event that a finalist cannot attend, the panel and the Foundation reserve the right to select, in their sole discretion, a new finalist. The selection of this new finalist is the sole discretion of the panel and the Foundation. Any decision in this regard is final and binding to all participants.
14. Finalists will be contacted by phone and email.
15. 10 finalists will be selected to perform in the finale on February 15, 2019. However, the Foundation reserves the right to adjust the number of finalists according to the number of participants and the quality of their performances.
16. The song chosen by the finalist may be performed in the language of their choosing. A capella performances will not be accepted. A group of musicians will be on hand to accompany the finalists during their performances.
17. A panel of judges composed of members chosen by the Foundation will watch the finalists' performances individually. The following criteria will be taken into account by the jury during the evaluation:
 - Originality and authenticity;
 - Quality of the interpretation of the text and music;
 - Vocal quality: Accuracy, timbre, shades, and vocal singularity;
 - Charisma and ease on stage;
 - Professional Maturity: Has the skills and qualities necessary for a musical career.
18. Participants agree to be videotaped and acknowledge that the totality or excerpts of the performances of certain candidates may be selected in accordance with the following criteria will be available on-line on the Website and other digital platforms of the evenko, Spectra, and the Banff Center for publicity during the time of the Contest and once it is concluded as well. As a result, participants acknowledge and agree that the sole purpose of these videos is to promote the Contest and not favor one candidate over another, thus preventing any form of judicial recourse to the Foundation.
19. The performances mentioned above in article 20 will be selected at the entire discretion of evenko Foundation according to the following criteria:
 - Originality ;
 - Comfort of stage ;
 - Quality of performance ;

- Quality of the video.
- 20. The finalists must be available throughout the day (morning, afternoon and evening) on February 15, 2019 for the rehearsal and the finale, which will take place in Montreal at L'Astral.
- 21. The finalists must be present (morning, afternoon and evening) in Montreal for a rehearsal with the musicians of the finale. The date of the rehearsal will be announced to the participants when they are selected as finalists on January 8, 2019. In the event that a finalist is not available for this date, the Foundation reserves the right to replace this finalist by another of the Foundation's choice.
- 22. Immediately after the finale, the winner will be announced on stage.

D) THE PRIZE

The winner of the contest will receive :

- o The winner of the Musika contest will perform live on stage at one of the evenko or Spectra festivals such as Osheaga, the Montreal International Jazz Festival, FrancoFolies, Montréal en Lumière or Heavy Montreal in 2019.
- o In addition to performing on stage, the contest winner will benefit from musical support structure and a professional studio to record a promotional album of three songs.

In addition, all finalists will receive a subscription to LANDR, an instant online mastering software. The subscription is PRO-level and can be used over a two-year period, with a market value of \$ 600, including unlimited digital distribution of Spotify, Apple Music, and more than 200 services worldwide. In addition, the finalists will be the subject of a blog written by the LANDR team, which will be propagated to a list of readers composed of hundreds of thousands of music creators around the world in more than 180 countries.

E) TERMS AND CONDITIONS

- 25. Finalists residing more than 100 km from the venue of the finale will receive accommodation at the Foundation's expense. All other expenses will be borne by the finalists, including but not limited to transportation between the hotel and the venue of the finale, meals, parking fees and gratuities. The choice of the hotel is at the discretion of the Foundation.
- 26. Participants agree to be available to participate in all stages of the contest, agree to abide by the applicable registration and consent forms, sign such forms, if applicable, and comply with the rules, terms and conditions as may be determined by the Foundation, including but not limited to the contest rules. As part of participant contribution, the Foundation may require participants to participate in any online/interactive contest activities including, but not limited to, webcast recordings, interviews and instant messaging sites called "chat", and participate in various interviews, appearances or advertising, promotional, sponsorship and marketing activities without compensation.
- 27. The participant confirms that she/he has no contractual relationship with a recognized record company or agency, nor has been a winner at the Festival International de la chanson de Granby or at Ma première Place des Arts and has never previously been a winner of Concours Étoile montante, which could constitute a breach of any of the terms and conditions set forth in the entry, consent, or any of the contest rules, or which may prevent the participant to participate in the contest or the promotion, operation or sponsorship thereof.
- 28. Participant acknowledges that he is either a singer-songwriter or an interpreter and that any form of lip-sync or cheating would result in an automatic disqualification of this Contest, with no possibility of refund of the registration fee.
- 29. Participants are required to keep confidential information about the contest and are not permitted to give interviews or comment or to provide information to the public and the media without the consent of the Foundation, including any information concerning the results of the finale and the performance of any participant including their own performance as well as any comments made by the panel and/or the Foundation. Such confidentiality clause forms an integral part of the consent form, if any.
- 30. Registration forms will be submitted to the Foundation and/or to the panel for review. Any form found to be fraudulent, inadmissible, lost, illegible, late or not in accordance with these rules for any reason will be rejected. The submission of registration forms and videos is the sole responsibility of the participants.

Participants accept all risks of loss, damage, destruction, delay or misdirection. Proof of electronic transmission of the registration form does not constitute proof of delivery. A signed copy of the consent form must be handed in at registration of the finale.

31. Participants must provide their date of birth, as well as proof of citizenship and residence within a reasonable time, but in any case before the finale: the documents provided must satisfy the Foundation whose decision will be final and without appeal.
32. The prize must be accepted as described in these rules and cannot be transferred to another person
33. In the event that the Foundation is not able to award a prize or part of a prize as described in these rules, for reasons beyond its control and not related to the participants and/or finalists, the Foundation undertakes to do everything possible to award a prize of the same or equivalent value.
34. All decisions of the panel and/or the Foundation in connection with this contest are final and binding to all participants. In accordance with the provisions herein, participants in the finale who refuse to follow the instructions or execute the panel's requests may, in the sole discretion of the panel and/or the Foundation, be automatically disqualified. In such an event, the panel and/or the Foundation reserve the right to select, in their sole discretion, a new finalist from among the participants who have entered the contest, as the case may be. The selection of the finalist is the sole discretion of the panel and/or the Foundation. Any decision in this regard is final and binding to all participants
35. In the event of a tied vote by public vote, by the panel and/or the Foundation at any point in the contest, the panel and/or the Foundation may determine, in their sole discretion, the eliminated participant and/or the selected participant for the next stage or grand prize. For the purpose of their selection, the Foundation and/or the panel may require additional steps or request additional performances from participants as they deem necessary and in their sole discretion.
36. Participants acknowledge that the Foundation, its advertising and promotional agencies, the panel, and any person or group related to the production, administration or judgment of the finale or contest, or parent companies, affiliated companies, subsidiaries, franchisees, dealers, agents, representatives or employees, are in no way responsible or liable for any injury, loss or damage caused by: (i) administration (including schedules) of the finale including any failure on the part of transportation or any inability, for whatever reason, to appear at the finale or before the panel; (ii) the participation of finalists or any third party in the finale or the fact of being selected or disqualified; (iii) the decisions rendered by the panel or the Foundation; (iv) any printing, typographical or technological errors in any material associated with the contest; (v) the participant's participation in, or tentative participation in the contest and the acceptance or use of its prize, if any. Participants, finalists, and the winner of the prize, prior to their participation and / or taking possession of the prize, to sign a consent and waiver form for this purpose, if required.
37. To the extent that this may apply to the prize awarded, the participants and the prize winner acknowledge that, from the moment the Foundation organizes with the providers the prize(s) and informs the winner of the various terms and conditions of the prize, the performance of prize-related services becomes the sole and exclusive responsibility of the prize winner, if any. The participants in the finale and the winner of the prize undertake, before taking possession of the prize, to sign a consent and waiver of responsibility for this purpose.
38. All participants agree that the Foundation and/or its agents, representatives or employees may use and distribute in any medium now known or hereafter created, including but not limited to the internet, anywhere in the world and in perpetuity, their performances, appearances, observations, names, likeness, image, place of residence, comments or voice, for the purpose of advertising and promoting the contest, without any other authorization or remuneration of any kind or type whatsoever. In addition, any person taking part in the finale (including any family member, friend or any other person accompanying a participant) ("other persons") agrees that the Foundation and its agents may use and distribute in any medium now known or created subsequently, including but not limited to the internet, anywhere in the world and in perpetuity, their observations, their name, portrait, image, place of residence, comments or voice, for the purposes of publicity and promotion of the contest, without any other authorization or remuneration of any kind or type whatsoever.
39. All participants and all other persons grant to the Foundation a license to any copyright of any kind or type, if such rights are at issue, which they may have in respect of their comments, performances, appearances, interpreted works, and renounce all moral rights related to the above, without limit of time or place allowing the Foundation to use them in the contest and its promotion and publicity.

40. The participants' videos and songs must:

- Not contain statements or declarations that are defamatory (including terms or symbols widely considered to be offensive with respect to race, ethnicity, religion, sexual orientation or socio-economic status);
- Not contain threats against any person, place, business or group;
- Not denounce any person or organization related to the parties involved in the contest;
- Understand privacy breaches or violations of third party rights;
- Not contain elements that are, in one way or another, unlawful, in violation of, or contrary to, municipal, provincial and federal laws where the submission was made;
- Not contain inappropriate, indecent material (including, but not limited to, nudity or pornography), blasphemous, obscene, hateful, odious, or slanderous content
- Not refer to a person or organization without its express written consent.

41. The Foundation disclaims any responsibility for the malfunction of any computer component, software or communication line including telephone lines in connection with the loss or absence of network communication or in connection with any faulty, incomplete, incomprehensible or erased transmission by any computer or network, and which may limit the possibility or prevent any person to enter the contest. The Foundation disclaims any liability for any damage or loss that may be caused, directly or indirectly, in whole or in part, by downloading any software and transmitting any information including the post to participate in the contest.
42. Forms, images and photographs shall become the property of the Foundation as soon as they have been given or delivered to them and will not be returned to participants at any time. No communication will be maintained with the participants in this contest, except with the persons selected in the final. Only those selected at each stage will be contacted.
43. The Foundation shall not be held liable in any way whatsoever and in any case where its inability to act would result inter alia, but not limited to, a fact or situation beyond its control or a strike, lock-outs, or other labor disputes in its Establishments or in the Establishments of the organizations or undertakings whose services are used for this contest and which would have the effect of preventing or limiting the possibility for a person to participate in the contest at some stage. In such cases, the Foundation, its agents, representatives or employees may decide to suspend, modify, cancel, terminate or continue this contest in their sole and absolute discretion.
44. All participants acknowledge that the interests of the contest shall prevail over those of any participant.
45. The Foundation and/or the panel are entitled at any time to require proof of identity and/or eligibility to confirm the age and residence of the participant, among others. Failure to provide such evidence within a reasonable period of time may result in the participant being disqualified. All details and personal information requested by the Foundation and provided by each participant must be truthful, accurate and in no way misleading. The Foundation and/or the panel reserves the right, in their sole discretion, to disqualify any participant from the contest and the finale if at any stage of the contest, such participant discloses details and/or false information, inaccuracies or deceptive information or prejudices in any way about the contest and/or the Foundation.
46. Any entrant must at all times behave appropriately in the contest and comply with the contest rules and any other rules or regulations in effect in the studios and/or other Establishments. The Foundation and/or the panel reserves the right, in their sole discretion, to withdraw from the contest, studios, or any other venue any entrant who violates any rule or regulation and to disqualify such participant. In this case, the panel and/or the Foundation reserve the right to select, at their discretion, a new finalist as the case may be.
47. For the purposes of these rules, the participant is the person whose details appear on the registration form which passes the finale before the jury.
48. The odds of winning a place in the finale depend primarily on the total number of people who have submitted their video on the Website. The selection of participants in the finale depends on the number of votes obtained in the designated period.

49. Personal information collected about participants in the Contest will only be used for the purpose of the contest, subject to the authorization of the contrary by a particular participant on the entry form, or otherwise stated.
50. The Foundation reserves the right, in its sole discretion, to modify, cancel, terminate or suspend this contest in whole or in part in the event of a virus, any human error of any kind, unauthorized human intervention or any other cause beyond its control that may corrupt or affect the administration, security, impartiality or normal conduct of the contest.
51. Without limiting the generality of the foregoing, the Foundation reserves the right to modify the contest structure as it deems necessary, including but not limited to, adding auditions/semi-finals/finals including semi-finalists and finalists, subject to the approval of the Régie des alcools, des courses et des jeux, if required, as well as modifying contest deadlines as it deems necessary, including but not limited to the registration deadline, the voting period, and the date of semi-finals/finals. The Foundation may, but is under no obligation to record or air any performance in which a participant participated in or any part of its participation in the contest. Any recording or photograph made under these bylaws is the property of the Foundation.
52. These contest rules are an addition to, but not a substitute for, all consent and disclaimer forms signed by any entrant and, if there is a conflict between any consent and waiver of liability form and the contest rules, the rules shall prevail.