



## The *Ultimate VO Survivor ~ Take 3* | Terms and Conditions

1. The *Ultimate VO Survivor - Take 3* (the "Contest") is open to all, of any age (the "Contestants").
2. Contest will be run by Get Mic'd Productions ("Get Mic'd").
3. By entering the Contest, the Contestants accept these Terms and Conditions, together with any specific instructions and terms regarding the Contest which may be mentioned online, in any electronic messages, or on the Contest website, or communicated to Contestants in any other way ("Contest Information"). Such Contest Information shall prevail in the event of there being any inconsistency between these Terms and Conditions and any Contest Information.
4. Get Mic'd may cancel or amend the Contest, Contest Information, or these Terms and Conditions without prior notice. Any changes will be posted either within the Contest Information or in these Terms and Conditions.
5. Get Mic'd's decision in all matters to do with the Contest will be final and no dispute will be entertained.
6. The Contest opens at 06:00 am EST on August 15, 2022. The closing time and date for receipt of entries is 11:59 pm on October 31, 2022. Contest entries will be reviewed and judged by Get Mic'd's judging panel during the period November 2 to December 1, 2022. On or before January 1, 2023, the top 30 contestants (the "Top 30") will be chosen for the live VIRTUAL shows, scheduled for February 1, 2023 (Commercial/Promo), February 8, 2023 (Narration/Audiobook), and February 15, 2023 (Animation/Gaming); and the grand finale will be held LIVE, in-person at VO Atlanta, on March 23, 2023. The winning contestants from the first three episodes (the "Top 3") will receive Airfare, Accommodations, and their VO Atlanta entry fee as part of their winning package. Further information can be found on the [www.GetMicd.com/UVOS](http://www.GetMicd.com/UVOS) website.
7. Contestants may submit as many individual entries as they wish. Each entry is subject to the payment of a separate entry processing fee and will be judged separately. However, Contestants will only be shortlisted and selected as a finalist once per category (in respect of their entry/category).
8. To enter the Contest, Contestants must:
  - a) register an account and submit their video or audio entry (or entries) (following all instructions in the contest portal/website). Video files created using most digital cameras, camcorders and mobile phones (such as in the .MP4, .AVI, .MOV, .WMV, .MPG file formats) are accepted. Audio files will also be accepted (.mp3 - 128 kbps); and
  - b) read and accept the terms and conditions; and
  - c) provide complete and accurate contact information so you can be reached if you are selected as a finalist. Personal information provided will be used solely for the purpose of administering the competition.
9. Entries must be completed in accordance with the entry process set out above. No other method of entry will be accepted. Entries not meeting these conditions will not be considered.
10. Entries will not be considered complete until Contestants have uploaded their video/audio entry (or entries) and accepted these Terms and Conditions. Get Mic'd reserves the right to disqualify any entries submitted and/or finalized after the Contest has closed.
11. The Contestant must keep a digital or hard copy of their entry. If required, Contestants must supply the original recording of their video/audio entry for use in connection with the Contest, including, but not limited to, for potential broadcast online or transmission by any electronic means.

12. All entries will be subject to moderation. Get Mic'd and/or its agents have absolute discretion to accept or reject any video/audio entry, and to remove any video/audio entry already accepted without providing reasons for the decision. Get Mic'd may, in particular, refuse to upload any video/audio entry for the following reasons:
- (a) inclusion of defamatory or malicious content;
  - (b) inclusion of content in video/audio entries to which someone else owns the copyright or other intellectual property rights, including, but not limited to, music, singing, trademarks, logos, insignia, location signage, sculpture, posters, pictures, photographs or other artwork, music tracks, snippets of copyrighted programs or films made by other users, without the requisite authorizations; and/or
  - c) breach of these Terms and Conditions.
13. By entering the Contest, Contestants warrant that all information submitted by them is true, current, and complete. Contestants also warrant that they are the copyright owners of their video/audio entries, which must be original works and must not infringe upon the intellectual property rights, privacy, or any other rights of a third party.
14. By entering the Contest, Contestants understand and agree that:
- (a) the Contestants grant Get Mic'd a worldwide, royalty free, perpetual, irrevocable, sub-licensable and transferable license, which shall be exclusive for worldwide broadcast online, and non-exclusive for all other forms of media, to use their entries for whatever purpose including, without limitation, in connection with (i) any Program produced in relation to the Contest or containing any information in relation to the Contest, including promotion and redistributing part or all of any such Program (and derivative works thereof), and (ii) internet websites, wireless applications, interactive television, video on demand and any other media or technology (including, without limitation, internet protocol, wireless or interactive platforms or interfaces) through which Get Mic'd distributes content to end users, whether now existing or hereafter developed in any and all media formats and through any and all media distribution and advertising and promotional purposes, without accounting, notification, credit, payment, or other obligation to Contestants. For the avoidance of
- doubt, these rights include, without limitation, the absolute right to edit and/or alter any entry, distribute and synchronize all or any portion of any entry in timed relation to any other visual elements; to web cast, pod cast, re-publish, re-broadcast, re-platform, port, syndicate, route, and link to and from all or any portion of any entry; to encrypt, encode and decode, and compress and decompress all or any portion of any entry; to edit, mix, combine, merge, distort, superimpose, create or add special effects, illusions and/or other material to all or any portion of any entry; to create composite, stunt, comic or unusual photographs, videos, animations, motion pictures and/or voice reproductions from all or a portion of any entry; and to excerpt and/or extract portions of any entry in order to host, store, index, categorize and display entries on or through the Get Mic'd and *Ultimate VO Survivor* Platforms. Get Mic'd reserves the right to use (or not use) Contestants' entries at all and/or as much or as little of the entry as it so chooses;
- (b) the Contestants indemnify the Contest Parties (defined below) from any claim in respect of their entries and/or their participation in the Live Virtual Shows and/or Live Grand Finale;
  - (c) to the extent permitted by applicable law, the Contestants unconditionally give Get Mic'd their consent to any act or omission that would otherwise infringe on any intellectual property rights, whether legal or moral, which they may have in or in relation to their entries, and the Contestants undertake that they will not institute, maintain or support any claim or proceeding for infringement of any such rights they may have in and/or in relation to their entries and/or their participation in the Live Virtual Shows and/or the Live Grand Finale.
15. Get Mic'd, its affiliates, associates, and any other party or organization involved in the management, promotion, or administration of the Contest, Contest entries, or the awarding or supplying of any Prize (as defined in Clause 31 below), collectively the "Contest Parties" (including, without limitation, their employees, officers, servants, agents, consultants, successors and assigns), shall not be held liable or responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of or unauthorized access to entries, or entries lost or delayed, whether or not arising during operation or transmission as a result of

server functions, including but not limited to security functions by software used by a Contest Party or any third party, virus, bugs, or other causes outside of Get Mic'd's or a Contest Party's control. Proof of submission online is not proof of receipt by Get Mic'd or the Contest Parties.

16. Any entries that are incomplete, incorrect, inaudible and/or incomprehensible, will be voided.
17. In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of any entry, the operation of any part of the Contest, or the interpretation of these Terms and Conditions, the decision of Get Mic'd shall be final and no disputes will be entertained.
18. Get Mic'd will not be responsible for the reimbursement of any expenses incurred by a Contestant in entering the Contest.
19. Get Mic'd reserves the right to:
  - a) disqualify any Contestants and/or entries it believes have not been prepared and/or submitted in compliance with these Terms and Conditions; and/or
  - b) disqualify any Contestant found:
    - i) to have tampered with the entry process or the operation of the Contest; or
    - ii) to be acting:
      - 1) in an unsportsmanlike or disruptive manner; or
      - 2) with intent to threaten, abuse or harass any other person.

## **FINALISTS**

20. A panel of Get Mic'd judges (the "Judges") will select the Top 30 from all eligible entries received.
21. Only Contestants in the Top 30 will be notified of the Judge's decisions.
22. Contestants selected as part of the Top 30 hereby consent to the publication of their first and surnames by the Contest Parties.
23. Get Mic'd reserves the right to select an alternate Top 30 Contestant in the event that a selected Top 30 Contestant cannot be reached or is unable to attend

both the live virtual shows (February 1, 8, and 15, 2023, 7-9 pm EST) and the LIVE VO ATLANTA episode (March 23, 2023 – Time to be determined).

24. All Top 30 Contestants must be available to attend ALL shows! For the virtual episodes, the Top 30 must join via video camera on ZOOM for their selected category date; Commercial/Promo – February 1, 2023, Narration/Audiobook – February 8, 2023, Animation/Video Games – February 15, 2023, and must also be available for the live Finale on March 23, 2023 IN ATLANTA (as a part of your winning package, flights/accommodations/Convention pass will be included).

## **PUBLIC VOTE / OVERALL ENGAGEMENT**

25. The Public will then be invited to vote for their favorite finalists (the "Public Vote"). The following factors will apply to the voting process:
  - Individuals may vote online once every 24 hours. Voting is free.
  - The system also counts the unique votes (to counter vote fraud; not shown on the front end)
  - Number of views
  - Number of Social shares
  - Number of commentsParticipants may be subject to standard internet access or data charges when using a web browser on a mobile phone.
26. Get Mic'd reserves the right to disallow votes if it has reasonable grounds to suspect that fraudulent votes have been cast (i.e., more votes than a human being could possibly submit in the time available without the use of software or other devices designed to make automated votes). Get Mic'd reserves the right to disqualify any Contestant who engages in any activity that could be used to unfairly manipulate the outcome of the Public Vote.
27. The performances of the three Contestants receiving the highest number of Public Votes will be reviewed by the Get Mic'd team, and one will be ranked first based on the following criteria:
  - Originality
  - Following Direction
  - Personality
  - Connection to Copy
  - Current needs/trends of the industry/genre
  - Risk Factors

28. In the event of an equal number of votes being received by multiple Contestants, the performances of all tied Contestants will be reviewed by the Get Mic'd team who will determine, in their sole discretion, which Contestant will appear on the live shows (the "Audience Favorite").
29. Get Mic'd will take all reasonable steps to contact the Audience Favorite using the details provided by them when they entered the competition. In the event of Get Mic'd's inability to reach the Audience Favorite, or if the Audience Favorite fails to respond within 48 hours of the results of the Public Vote being determined, Get Mic'd reserves the right, in its absolute discretion, to select an alternative Audience Favorite from among the Contestants.
30. The Top 30 and the Audience Favorite (collectively the "Winners") must be available to take part in interviews and/or any other promotional materials and/or events if requested by Get Mic'd. In the event that a Winner is not available when required, Get Mic'd reserves the right, in its absolute discretion, to select an alternate Winner.
31. The three Contestants chosen via Public Vote and the Winners hereby grant Get Mic'd the use of their first and surnames for a minimum period of three months from the date they were selected as such.
32. Get Mic'd may exercise its sole discretion to use all Winners' chosen names, images, and their comments relating to the Prize and Contest experience for promotion of the Prize, this Contest, or the Contest Parties, and for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid.
33. The information Contestants supply in connection with the Contest (including their personal details):
  - (a) may be included in a database compiled for the Contest and will be used for the purposes of selecting Winners;
  - (b) may also be used for inclusion and/or announced in any program produced in connection with the Contest; and
  - (c) will not be supplied to third parties (other than the Contest Parties) other than as is reasonably necessary to select Winners and administer the Contest.

## **PRIZES**

31. The Contest prizes (the "Prizes") are comprised of various goods and services, with a full list published and updated on the Contest website.
32. The Winners acknowledges that the Prizes are non-transferable and are not redeemable or exchangeable for any other item, value or consideration.
33. Get Mic'd may, in its sole discretion, refuse to provide a Prize in the event of non-entitlement under these Terms and Conditions or a Contestant's breach of these Terms and Conditions, fraud, dishonesty, or other inappropriate or improper conduct.
34. Contestants are solely responsible for redeeming their Prize. All relevant sponsor information and redemption instructions will be sent to the winning Contestants the week of March 28, 2023.
35. All prizes expire March 28, 2024 (unless otherwise stated).
39. Any personal information provided by the Contestants will be used by Get Mic'd only in accordance with its Privacy Statement, which is accessible for the purposes of the Contest or as otherwise set out in these Terms and Conditions.

## **LIABILITY**

40. Nothing in these Terms and Conditions shall exclude or limit the Contest Parties' liability for death or personal injury caused by their staff or supplier's negligence or for fraud. Subject to the foregoing, none of the Contest Parties may be held responsible for any damage, loss, injury or disappointment suffered by any Contestant entering the Contest or as a result of accepting the prize. None of the Contest Parties may be held responsible for any problems or technical malfunction of any online systems, servers, or providers, computer equipment, or software causing or resulting in the failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet or at any web site, or any other cause whatsoever, including any injury or damage to Contestant's or any other person's computer related to or resulting from participation in

## **DATA PROTECTION AND PUBLICITY**



or downloading of any materials related to the Contest.

41. The Contest Parties do not warrant or guarantee that the services relating to the Contest will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the control of any Contest Party. Get Mic'd will not be liable in the event that all or any part of the service relating to the Contest is discontinued, modified or changed in any way.

Contestants must comply with all directions given by any Contest Party subject to any and all applicable laws, rules and regulations.

43. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision contained in these Terms and Conditions. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed as if the invalid or illegal provision were not contained herein.

#### STANDARD TERMS

42. In the event that any Contestant does not, or is unable to, comply with and meet these Terms and Conditions and the Contest Information, Get Mic'd shall be entitled, at its sole discretion, to disqualify such Contestant, without any liability to such Contestant. In these circumstances, any Prize won by the Contestant may be forfeited at the sole discretion of Get Mic'd. All

44. These Terms and Conditions and the Contest Information shall be exclusively governed by and construed in accordance with the laws of the province of Ontario and the country of Canada.

45. Get Mic'd's Customer Services team may be contacted at [info@getmicd.com](mailto:info@getmicd.com)

#### CONTESTANT AGREEMENT

By signing this agreement, I acknowledge that I have read the Terms and Conditions including, without limitation, the release of claims contained in Clause 14, and understand that the release of claims is a full and final release of any and all claims I may have against Get Mic'd and the other entities and individuals covered by these Terms and Conditions. By signing, I also acknowledge and agree that I have entered into this agreement knowingly and voluntarily.

I have read and agree to the Terms and Conditions stated herein and enter into this agreement knowingly and voluntarily.

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Legal Guardian (if Contestant is under 18) \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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