

REPRESENTATION AND RELEASE

By signing this REPRESENTATION AND RELEASE, I, _____, an individual or a manager of _____ (“the Manager/Producer”), make the representations and provide the release to American Protégé, Inc Organizational Committee, as follows:

1. I am a Manager/Producer of _____ (hereinafter, “Participant”), the finalists of the American Protégé, Inc International Music Talent Competition (hereinafter, “the Competition”).
2. I represent that I have the rights and powers to act and communicate on behalf of the Participant.
3. I acknowledge that Participant is not signed to a major label record company and/or its affiliates or subsidiaries, and is eligible to apply for the Competition.
4. I personally and on behalf of the Participant, release and hold American Protégé harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Award, participation in the Competition and/or Recital, any breach of the Competition Rules, or in any Award-related activity.
5. I agree to fully indemnify American Protégé from any and all claims by third parties relating to the Competition, participation of the Participant in the Competition, the Winner Recital, the use of photo, printed or recorded materials related to the Participant, without limitation.
6. I acknowledge that American Protégé assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an audition materials.
7. I acknowledge that American Protégé is not responsible for any incorrect or inaccurate information, whether caused by website users, by any of the equipment or programming associated with, or utilized in the Competition or by any technical or human error, which may occur in the administration of the Competition.
8. I acknowledge that American Protégé assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, audition materials.
9. I personally and on behalf of the Participant, agree to be bound by the American Protege Policy and specific Competition Rules, as amended, which are posted on American Protege website and on the Competition web-page. Participant further agrees to be bound by the decisions of the American Protege Organizational committee and Judges, which shall be final and binding in all respects.
10. I acknowledge the American Protege reserves the right, in its sole discretion, to disqualify any applicant found to be: (a) violating the American Protege and the Competition Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Competition or the American Protege website; (c) violating the terms of service, conditions of use and/or general Policy or

guidelines of American Protege; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

11. I personally and on behalf of the Participant authorize the use of Participant's personal information and:

- a. grant to the American Protege the right to use the Participant's name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Competition, including but not limited to contacting and announcing the Winners;
- b. grant to the American Protege the right to use Participant's Personal Information for publicity and promotional purposes relating to the Competition, in any and all media now known or hereafter devised, without further compensation unless prohibited by law.

12. I personally and on behalf of the Participant consent, that all issues and questions concerning the construction, validity, interpretation and enforceability of the American Protege Policy or the rights and obligations as between the Participant and the American Protégé in connection with American Protege Competition shall be governed by and construed in accordance with the laws of the State of New York including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. If any provision of American Protege Policy is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.

I am affixing my signature below on this ____ day of _____, 201__.

Name and Title