

SOAR Presents
Streeterville's Got Talent Competition
OFFICIAL RULES. NO PURCHASE NECESSARY OR PAYMENT NECESSARY.
VOID WHERE PROHIBITED.

1. Competition/Voting Sweepstakes Period: SOAR Presents "Streeterville's Got Talent" Competition (the "**Competition**") begins at 9:00 a.m. Central Time (CT) on Tuesday, August 2, 2021 and ends at 7:00 pm. (CT) on Thursday, October 28, 2021 (the "**Competition Period**") and consists of Six (6) segments/deadlines as outlined in the chart below.

2.

Period	Start Date	End Date
Contestant Submission Period	Tuesday 08/02/21 9:00 a.m. CT	Thursday 09/30/21 Noon CT
Internal Judging (Determination of eligible entries to 20 contestants)	Friday 10/01/21 Noon CT	Saturday 10/02/21 Noon CT
ROUND 1-Public Voting Determination of 10 Semi-Finalists	Monday 10/4/21 Noon CT	Tuesday 10/12/21 Noon CT
ROUND 2 Public Voting Determination of 3 Finalists	Thursday 10/14/21 Noon CT	Friday 10/22/21 Noon CT
Voting Closes	Friday 10/22/21 Noon CT	
Final Event, Winner Announced at event on		Thursday 10/28/21 6pm CT

3. Sponsor: SOAR Streeterville Organization of Active Residents; 244 East Pearson Street, Suite 102, Chicago, IL 60611.

4. Eligibility: The contest is open those who live, work and enjoys the Streeterville neighborhood. People who live, work, perform/performed in, and/or have visited Streeterville are eligible as Competition Participants ("Participants"). Guests of Streeterville residents are also eligible and encouraged to enter. The boundaries of Streeterville are Oak Street to the north, Rush Street to the west, the Chicago River to the South, and Lake Michigan (also including Navy Pier) to the east. Contestants who work for a SOAR Business Member are also eligible.

The contest is open to Participants of any age; however, Minor Participants (under 18 years of age, as of the date of the beginning of the Round 1 Voting Period) are eligible if the Minor's Parent(s) or Legal Guardian(s) provide(s) permission and consent to the terms and conditions included in this contract below via the online Streeterville's Got Talent Contestant Application.

Any entry submitted for or on behalf of a Minor Participant shall be treated as if the Parent/Guardian had made such entry and if chosen as a winner, any prizes (as hereinafter defined) won via the contest will be awarded in the name of the Minor's Parent/Guardian.

VOID WHERE PROHIBITED BY LAW. The Competition is subject to all applicable federal, state, provincial, municipal, territorial and local laws.

5. How to Enter the Competition: During the Entry Period, you may enter the Competition at <https://soarchicago.org/enter-rules/> and fill out the Streeterville's Got Talent Contestant Application. After you fill out the form, submit an original video file created by you (the "**Entry**" or "**Entry Materials**" or "**Video**"), showing you performing any of the following categories. The video should be no less than 2 minutes and no more than 3 minutes total in length.

1. Vocal (solo, duet, ensemble)
2. Instrumental (solo, duet, ensemble)
3. Theater/Drama (dramatic or poetry reading, monologue, comedy routine)
4. Dance (tap, jazz, modern, ballet, hip hop, ballroom, other)
5. Other (pet tricks, gymnastics, juggling, magic, etc.)

All entries must be performed by the entrant (individual or group entrants), with the participants appearing in frame during the performance. Performing against a backing track or pre-recorded audio of the entrant group is not permitted (e.g. lip synching) and will disqualify the entry.

The person uploading the Entry must be the creator of the Video and will be deemed the entrant (the "**Entrant**"). By entering, you understand and agree that your Entry in its entirety or any portion thereof may (in Sponsor's sole discretion) be posted on the Site, posted to Sponsor's social media channels and/or other Sponsor-selected media. Limit one Entry per person/group. All Entries (entry form and video) must be completed, submitted and received by SOAR on Thursday, September 30, 2021 at 12 Noon (CT) to be eligible.

6. Entry Requirements: In order to be entered into the Competition, Entrants must comply with the registration instructions set forth at the Site/submission form when submitting their Entry. The Video must be in one of the following formats: AVI, MOV, WMV, MP4, MPEG, must be under 100 MB, and must be no longer than 3 minutes total in length. The Entry may not contain obscene, lewd or inappropriate images or text, including without limitation nudity, acts of violence or acts that appear to cause harm or are illegal/dangerous, as determined in Sponsor's sole discretion. **Only the Entrant(s) may appear in the Entry.**

Any Entry Material or portion thereof that is, in the Sponsor's sole discretion, obscene, profane, lewd, defamatory, or otherwise violates or infringes (or may infringe) any copyright (including music) or other proprietary right of any person, living or deceased, or entity (including but not limited to rights of privacy or publicity or portrayal in a false light), or is otherwise objectionable, will not be considered and may disqualify the Entrant. Entrants may not copy or otherwise plagiarize the Entry Material from any source. Sponsor has the sole discretion to determine whether a Video qualifies as an Entry.

By submitting an Entry, Entrant represents and warrants that Entrant's Entry: (a) is wholly original; (b) does not incorporate or include anything that would require the consent of any third party who have not expressly authorized Entrant to display their image, likeness or voice in the Entry or otherwise use such image, likeness or voice in accordance with these Official Rules; and (c) does not violate any copyright, trademark, publicity right, privacy right, or any other right of any

third party.

By submitting an Entry, Entrant hereby grants the Sponsor, its affiliates, subsidiaries, assigns, licensees, designees and legal representatives the irrevocable, perpetual, worldwide digital and other right to use, reproduce, edit, market, store, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the Entries or excerpts of Entries (as such may be edited and modified by the Sponsor in its sole discretion) for editorial, commercial, promotional and all other purposes (including posting on the Site, Sponsor-affiliated websites, television and/or other Sponsor-selected media). In addition, Entrant hereby assigns to the Sponsor all right, title, and interest that he/she may be deemed to have in any reproduction, product, or derivative work using or incorporating the Entry. Entrant further agrees to waive any moral rights in and to the Entry. Automated, script, macro or robotic Entries submitted by individuals or organizations will be disqualified. Submitted Entries (or portions thereof) may be posted on the Site after they have been screened. Any Entry deemed inappropriate or unsuitable or in bad taste in Sponsor's sole discretion will be disqualified and may be removed from the Site at any time. Any Entry not in compliance with the above and which does not meet the requirements of these Official Rules and those of the Site will be disqualified. Videos must be in keeping with Sponsor's image and may not be offensive, as determined by Sponsor in its sole discretion. In such an event, the Video will not be posted online and will be disqualified from the Competition. All Entries submitted become the property of the Sponsor and will not be returned. No information regarding Entries or judging, other than as otherwise set forth in the Official Rules, will be disclosed.

7. Internal Judging to Determine the Twenty (20) Semi-Finalists: A sponsor-selected panel of judges ("Judges") will determine the twenty (20) Semi-Finalists based on the following criteria: Preparation (Props, well rehearsed, memorized); Delivery/Quality (In tune singing, polished dance moves, quality reading/acting) Stage Presence (Confident, comfortable performing, engages the audience); Creativity (how is the act special, dress/ appearance/props). All eligible Competition Entries will be judged from Noon (CT), Friday, October 1, 2021 through Noon (CT) Saturday, October 2, 2021. In the event of a tie, tied Entries will be re-judged based on the same criteria listed above and a semi-finalist will be determined by Sponsor in its sole discretion. Entrants agree to the Official Rules and to the decisions of the Judges, which shall be final and binding in all respects.

8. Online Public Voting to Determine Top Ten (10) Semi-Finalists (Round 1): During the Semi-Finalist Voting Period, online voting will be available to all members of the general public whose votes will determine the ten (10) Semi-Finalists. Voting will take place through the "Streeterville's Got Talent" website <https://soarchicago.org/sgt/>. Each vote will be a donation of US \$5. All donations are tax deductible as allowed by the law in the State of Illinois. There is no limit to the number of times that a contestant can be voted upon. All Entries proposed as Finalists will be reviewed for level of appropriateness and eligibility and, if any Entry is determined to be inappropriate or ineligible it will not be named a Finalist and the Entry with the next highest number of votes in the same category which is determined to be appropriate and eligible will be named a Finalist in its place. To be considered, all votes must be completed, submitted and received between Noon CT Monday, October 4 to Noon CT, Tuesday, October 12 2021.

9. Voting to Determine Three (3) Finalists: During the Finalist Voting Period, online voting will be available to all members of the general public who will determine the Three (3) Finalists. Voting will take place through the "Streeterville's Got Talent" website <https://soarchicago.org/>

Each vote will be a donation of US \$5. All donations are tax deductible as allowed by the law in the State of Illinois. There is no limit to the number of times that a contestant can be voted upon. All Entries proposed as Finalists will be reviewed for level of appropriateness and eligibility and, if any Entry is determined to be inappropriate or ineligible it will not be named a Finalist and the Entry with the next highest number of votes in the same category which is determined to be appropriate and eligible will be named a Finalist in its place. All votes for the Three (3) Finalists must be completed, submitted and received by CT on Noon Thursday, October 14, 2021 to Noon CT Friday October 22, 2021 to be included in the Finalist determination.

10. Announcement of the Finalist and Grand Prize Winner: On or around Monday, October 25, 2021 after the final votes have been tallied the Sponsor will notify and contact the three (3) Finalists of the outcome and next steps. The winner will be determined from the online votes as well as the amount of donations received per contestant.

The Three (3) finalist videos will be announced and presented at the "Streeterville's Got Talent" virtual and/or live event. The winner will be announced at the virtual/live event on Thursday October 28, 2021. The finalists are asked to be in attendance at this event. If that is not possible other arrangements can be made. In the event of a tie, tied Entries will be re-judged based on the same criteria listed above and a Finalist will be determined by Sponsor in its sole discretion. Entrants agree to the Official Rules and to the decisions of the Judges, which shall be final and binding in all respects.

11. Competition Grand Prize: One (1) Grand Prize winner will receive the following: \$1,000. This will be delivered in check form. This is a per-entry prize, regardless of the size of an individual group entering the Competition.

- Opportunity to perform at the 2022 Streeterville's Got Talent Event. Date to be determined.
- Complimentary SOAR Membership for one year.
- Promotion of Grand Prize winner in SOAR communication materials; website and newsletter.

Runners Up Contestants Prizes

The two (2) Runners Up Contestants will also receive the following prizes: \$250. This will be delivered in check form. This is a per-entry prize, regardless of the size of an individual group entering the Competition. Complimentary SOAR Membership for one year.

Grand Prize Winner and Runner-Up Finalists Contestant Prize winners are solely responsible for all federal, state and local taxes. Prizes are non-commissionable and no substitutions or transfers are permitted, except that Sponsor may substitute prize component of equal value for any reason. Prize is non-transferable and no substitution is permitted, except by Sponsor (as defined below) who reserves the right, in its sole discretion, to substitute the prize of equal or greater value, if prize becomes unavailable. PRIZE IS AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

12. General Rules: On or around Monday, October 25, 2021 the three (3) Finalists will be notified initially by email and/or phone. If a Competition Finalist Prize winner is not reachable at the telephone number and/or e-mail address provided and a forwarding telephone number or e-

mail address is not made available or if prize notification is returned as undeliverable, then the prize will be forfeited and an alternate Finalist may be determined in accordance with these Official Rules. Return of any prize or prize notification as undeliverable may result in forfeiture of prize and disqualification and alternate determination/selection in accordance with these Official Rules. The Sponsor and its agencies are not responsible for lost, late, misdirected, corrupted or incomplete Entries of any kind including those resulting from technical, hardware, software or telephone malfunctions of any kind, unavailable network connections or e-mail, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Competition/Voting/Voting Sweepstakes or by any human error which may occur in the processing of the Entries in the Competition. Proof of submission is not proof of receipt by Sponsor. Sponsor and its agencies are not responsible or liable for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Competition. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry/Voting Sweepstakes/voting process or the operation of the Competition; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Competition/Voting Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Competition (or online voting) is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, then the Sponsor reserves the right at its sole discretion to cancel the Competition and determine the Competition winners/Registration Prize winners from among all eligible Entries received prior to cancellation (and in the event the online voting is cancelled, Voting Sweepstakes Prizes will go un-awarded and Sponsor will judge all Entries based on the other judging criteria listed above in Rule #10).

13. Dispute Resolution: Except where prohibited, by participating each Entrant/Sweepstakes entrant agrees that: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the State of Illinois without giving effect to any principles of conflicts of law of any jurisdiction.

14. Release: By entering the Competition, each Entrant represents and warrants that: (i) all rights to the Entry belong to and are original to him/her, or he/she has written consent to use, and the Entry does not and shall not infringe on any copyright, trademark, privacy, publicity, or any other third party right nor violate any applicable law or regulation, (ii) he/she has the right to grant any and all necessary rights and licenses provided herein, including without limitation, all necessary copyright and other related rights to the Entry, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity, (iii) he/she hereby holds the Sponsor and the Released Parties defined below harmless from and against any third party claim arising from use of the Entry and waives any right to inspect or approve uses of the Entry or to be compensated for any such uses. Participating in the Competition/Voting Sweepstakes constitutes permission to the Sponsor and its agencies to use Entrants', biographical information, pictures/portraits, likenesses and/or voices and Entry for

purposes of advertising and trade without further compensation, unless prohibited by law. By participating in the Competition/Voting Sweepstakes, each Entrant/Sweepstakes entrant agrees that Sponsor, its parent, subsidiaries, affiliated companies, agents, retailers, advertising and promotion agencies, and all of their respective shareholders, officers, directors, employees and assigns, members, representatives and agents (collectively the "Released Parties"), will have no liability whatsoever for, and will be held harmless by entrant for any liability for any bodily injury, loss or damages of any kind to persons, including death, and property, due in whole or in part, directly or indirectly, from Entry creation (if applicable), the acceptance, possession, use or misuse of any prize, if applicable or participation in the Competition/Voting Sweepstakes or participation in any Competition or related activity. Each Entrant hereby represents and warrants that he/she has read these Official Rules and is fully familiar with its contents.

15. Data Protection/Privacy Policy: Information collected by Sponsor in connection with this Competition may be used by Sponsor and shared with third parties involved in administration of the Competition in accordance with the online Privacy Policy included in these terms and conditions and applicable data protection laws. The Entrant agrees to the collection, processing and storage of his/her personal data by Sponsor in the United States for purposes of the Competition.

Privacy Policy

SOAR is committed to maintaining your trust by respecting and protecting your privacy. This Privacy Policy describes why and how we collect, use, share, and protect personal data collected from and about members, volunteers, donors, program participants, job applicants, and others – both online and offline. It also explains your choices regarding how we share your personal data and communicate with you, how you can request access to and correction of your personal data, and other important considerations.

Collection and Use

We collect and use personal data from or about you to help us support our non-profit mission and serve our membership. We collect such data in various ways, including data you provide to us, data we collect by automated means, and data we collect from other sources.

Sharing

Except as described in this Privacy Policy, we do not share your personal data with unaffiliated entities without your consent. We do share personal data with a limited number of Licensed Service Providers, which are unaffiliated entities that support SOAR systems and processes. These Licensed Service Providers are required to use the personal data only to offer, provide, maintain, and analyze support service.

Finally, we may share personal data pursuant to legal requirements, as necessary to protect ourselves, our members or others, or in connection with a direct or indirect reorganization process, such as a sale, merger, consolidation or bankruptcy.

Security

We use administrative, technical, and physical security measures designed to protect personal data against accidental, unlawful, or unauthorized destruction, loss, alteration, access, disclosure, or use.

Choice

We strive to provide you reasonable choices regarding our collection, use, and sharing of your personal data. We provide you access to review and correct your personal data, provide you

options regarding how we share personal data with third-parties including SOAR Licensed Service Providers and unaffiliated non-profit organizations, and provide you control over how we communicate with you, among other choices.

You may contact us at any time regarding these choices as follows:

- office@soarchicago.org
- Call us at 312-280-2596

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(B) Your License to SOAR. By posting or submitting any material (including, without limitation, text, photos, and videos) to the Site or in conjunction with any **Competition** or event, you represent and warrant: (i) that you are the owner of the material, or that the owner of the material has consented to your use; and (ii) that you are 18 years old or older (or for minor contestants, that a Parent or Legal Guardian has provided permission/consent via the Streeterville’s Got Talent Contestant Application). You will be solely responsible for any damages resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from any uploading, posting, or submission.

When you submit or post material, you grant to us the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display it (in whole or in part) worldwide and/or to incorporate

it in other works in any form, media, or technology. This grant shall include the right to exploit any proprietary rights in any such material. You also grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, e-mail address, or Member name, as we deem appropriate.

(C) Notice of Copyright Infringement. If you are a copyright owner who believes your copyrighted material has been reproduced, posted, or distributed via the Site in a manner that constitutes copyright infringement, please report the violation to our designated copyright agent by sending written notice by U.S. Mail to SOAR at 244 E Pearson Street, Suite 102, Chicago, IL 60611, Attn: SOAR Brand Protection, or by email to office@soarchicago.org. *Please note that the contact information provided in this paragraph should only be used for reporting suspected copyright infringement.* Contact information for other matters is provided elsewhere in these Terms of Service or on the Site.

Please include the following information in your written notice:

- (1) a detailed description of the copyrighted work that is allegedly infringed;
- (2) a description of the location of the allegedly infringing material on the Site;
- (3) your contact information, including your address, telephone number, and, if available, e-mail address;
- (4) your statement that you have a good-faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law;
- (5) your statement, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and
- (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

3. Message Boards, Social Media, and Other Interactive Features

This Site may include interactive features, including, but not limited to, message boards, Social Media, web logs, e-mail services, and areas that allow uploading of user-generated content (the "Interactive Features"). You are responsible for any material that you post on message boards or provide through any other Interactive Features on the Site. We do not control the messages, information, or files that you or others may provide through the Site. This Site, including its Interactive Features, shall be used for lawful purposes only.

We shall have the right, but no obligation, to monitor the content of the message boards or other Interactive Features to determine compliance with this Agreement and any other operating rules we establish. We shall have the right in our sole discretion to edit, refuse to post, or remove any material submitted to or posted on the message boards or other Interactive Features of the Site. Notwithstanding this right, users shall remain solely responsible for the content of their messages. We neither endorse nor are responsible for the accuracy or reliability of any opinion, advice, or statement on the message boards or other Interactive Features of the Site, whether it is provided by us, our employees, or a third party. Under no circumstances will we be liable for any loss or damage of any kind caused by reliance on information obtained through postings on the message boards or other Interactive Features of the Site. We are not responsible for any offensive, defamatory, or obscene posting made on the message boards or other Interactive Features of the Site. We reserve the right at all times to disclose any information we believe necessary to satisfy any law, regulation, or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are inappropriate, objectionable or in violation of these Terms of Service. We also reserve the right to deny access to the Site or any features of the Site to anyone who violates these Terms of Service, or who, in our sole judgment,

interferes with the ability of others to enjoy our Web site or infringes the rights of others. Neither we nor any third-party content provider shall assume or have any liability for any action or inaction by us or any third-party content provider with respect to any conduct, communication, or posting on the message boards or other Interactive Features of the Site.

4. Registration and Passwords

To access certain features of the Site, we may ask you to provide personally identifiable information such as your name, e-mail address, ZIP code, and date of birth. You will provide true, accurate, current, and complete information about yourself for any registration form located on the Site. If we suspect that information you provide is untrue, inaccurate, or incomplete, we may, in our sole discretion, suspend or terminate your account or application and refuse all current or future use of the Site. Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms these terms and conditions.

5. Disclaimers

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Nonpartisan Organization

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