

City SoundWave Competition – Round 1  
(the "Competition")  
Terms and Conditions of the Competition  
(the "T&Cs")

**Promoter**

1. The Competition is organised and promoted by Key 103 Limited whose place of business is at [Castle Quay, Castlefield, Manchester, M15 4PR] (the "Company") and Manchester City Football Club whose place of business is at Etihad Stadium, Etihad Campus, Manchester M11 3FF (the "Club").

**The Competition**

2. The Competition start date is 14<sup>th</sup> October 2011. This date is subject to change at the discretion of the Company and/or the Club.

3. The Competition closing date is May 2012. This date is subject to change at the discretion of the Company and/or the Club.

4. A copy of these T&Cs will be available at [www.key103.co.uk](http://www.key103.co.uk) (the "Website") or an written request throughout the Competition.

5 By entering the Competition you:

5.1 acknowledge that the purpose of the Competition is to search for and find a recording artist and/or group (a group consists of 2 (two) or more recording artists (a "Group")) to play at City Square at the Etihad Stadium pre match on selected match dates between October 2011 and May 2012 (the

"Prize"). The winner of the Prize will automatically qualify (subject to the winner's compliance with these T&Cs) for a place, along with the winners of future rounds of the City SoundWave Competition, to perform live (on a date to be confirmed on the Website and/or the Club's website located at [www.mcfc.co.uk](http://www.mcfc.co.uk) (the "Club's Website") in front of the Company's judging panel (the "Final Competition"). The judging panel will select a final winner and the prize shall be to perform in a warm up slot at Key 103 Live in July 2012 at the MEN Arena. The exact date will be confirmed closer to the event. The judging panel's decision shall be final.

5.2 consent to the recording and use of your contribution to, and participation in, the Competition, and the Final Competition (if applicable), on these T&Cs;

5.3 agree to make yourself available at such times and in such locations as the Company and/or the Club may reasonably require in respect of the Competition including, without limitation, rehearsals, publicity (both during and after the Competition), press calls, photographs, recordings and/or other contributions;

5.4 acknowledge that the Company and/or the Club will have no liability to you if you are unable to attend or take part in the Competition, and the Final Competition (if applicable), and the Company may at any time disqualify you from the Competition, and the Final Competition (if applicable), at its sole discretion; and

5.5 agree to attend the final selection and perform for the judges in May 2012 at MCFC

5.6 agree that if you are unable to perform at Key 103 Live on Sunday 22<sup>nd</sup> July (which is subject to change at the Company's and/or the Club's discretion) you will forfeit your entry to the Competition.

6. The winner of the Competition will be decided by a judging panel appointed by the Company (which will include one independent member). The Company's decision shall be final. The judging criteria shall be available on written request.

7. The full names of the members of the judging panel shall be available on written request.

8. All backline (performing equipment) will be provided by the winning contestant.

**Entry**

9. To enter the Competition you will need access to the internet. You can enter by visiting the Key 103 Website there will be a link which will direct you to the Competition entry page on the Website.

10. If you are under 18 years old you must obtain the prior consent of your parent or legal guardian before entry into the Competition.

11. You must be resident in the UK.

12. The Company shall be entitled at any time throughout the Competition to request supporting documentation from you in order to substantiate Conditions 10 and 11 above (i.e. birth certificate and/or valid passport), have proof of your identity and/or eligibility to enter the Competition.

13. You may only enter the Competition once. You will, however, be entitled to enter future rounds of the City SoundWave Competition. Details of future rounds of the Competition will be made available on the Website and/or the Club's Website. The dates of future rounds of the Competition will, however, be subject to change at the Company's and/or the Club's discretion.

14. There will be no cash alternatives for the Prize or the Final Prize.
15. By entering the Competition, and the Final Competition (if applicable), you:
- 15.1 warrant that you have read, understood and accept the T&Cs;
- 15.2 warrant that you are free to enter the Competition, and the Final Competition (if applicable);
- 15.3 agree to indemnify, and keep indemnified, and hold harmless the Company and/or the Club in respect of all actions, proceedings, claims, damages and other liabilities which may be brought against or incurred by the Company and/or the Club as a result of your breach of any warranties, representations, obligations or undertakings contained in these T&Cs, or, in the event that you participate as part of a Group, such breach by any other member of my Group;
- 15.4 agree that in the event of any breach of these T&Cs by the Company you shall not be entitled to enjoin and/or injunct the Competition and/or the Final Competition and/or the Club;
- 15.5 warrant that you have not entered into any commercial, sponsorship or other agreement or arrangement with any person, firm or company in respect of my entry in the Competition and/or the Final Competition and/or musical, musical writing and/or performing abilities and will not do so during the Competition or the Final Competition (if applicable);
- 15.6 acknowledge and agree to abide fully by all rules and regulations that apply to the Competition and the Final Competition (if applicable) (the "Rules") and these T&Cs;
- 15.7 agree to observe all procedures and rules and obey all instructions in force or given by a member of the Company and/or the Club and/or any location staff in connection with the Competition, and the Final Competition (if applicable), and the management of the locations and the fire safety and security arrangements in those locations; and
- 15.8 acknowledge that the Company and/or the Club reserve the right to amend the Rules (including, without limitation, verbally) or terminate the Competition, and the Final Competition (if applicable), at any time without liability to you. The Company's decision shall be final.
16. All personal details and/or information given in your application to enter the Competition, and the Final Competition (if applicable), must be truthful, accurate and in no way misleading. You undertake to inform the Company immediately if any such information becomes inaccurate.

### Winners

17. The winner of the Competition will be notified on May 13<sup>th</sup> 2012. This date is subject to change.
18. Information about the winner (excluding excessive personal information) will be made available on the Website and/or on the Club's Website following the judges' decision.

### Intellectual Property

19. In the event that you perform as part of the Competition, and the Final Competition (if applicable), any music and/or lyrics and/or any other material which are composed and/or written by you ("Compositions"), you hereby warrant that such Compositions have been created by you and are wholly original, are not subject to any third party rights or encumbrances which have not been notified to the Company prior to your performance of such Compositions for the Competition, and the Final Competition (if applicable), and the performance and inclusion of such Compositions as part of the Competition, and the Final Competition (if applicable), do not, and will not, infringe the rights of any third party nor any common law or statutory rights in any music and/or lyrics and/or any other material.
- 19.1 By entering the Competition you grant to Key 103 and the Club a worldwide, perpetual, irrevocable, royalty free licence to use the Submitted Materials and Created Materials for each of their respective business purposes. For the purposes of this clause 19.1, "Submitted Materials" shall mean all materials which are submitted by you in connection with this Competition including, without limitation, all music and lyrics in whatever form or media ("Submitted Materials") and "Created Materials" shall mean all materials including, without limitation, all recordings and performances, which arise or are created during the course of Competition and which involve you in any way.

### Disqualification from the Competition

20. The Company reserves the right to disqualify any contestant in the Competition, and the Final Competition (if applicable), if untruthful, inaccurate or misleading personal details and/or information has been supplied to the Company and/or if any contestant fails to abide by the Rules and/or is in breach of these T&Cs.
21. The Company reserves the right, at its absolute discretion, to disqualify any contestant from the Competition if the contestant in question is deemed to be acting outside the spirit of the Competition. The Company's decision shall be final.
22. The Company will endeavour to operate the Competition, and the Final Competition (if applicable), and apply the Rules and the T&Cs.

### General

23. By submitting your details to the Company on entry to the Competition you agree that from time to time, our partners (including the Club), sponsors or associated companies may contact you with information regarding relevant goods and/or services we feel may be of interest to you.

24. If any provision, or any part of a provision, of these T&Cs is adjudged by a court to be void or unenforceable then such provision or the part in question shall in no way affect any other provision of these T&Cs or rights which shall be construed as if such invalid or unenforceable part did not exist, the application of the provision in any other circumstances or the validity or enforceability of these T&Cs and such provision shall be curtailed and limited only to the extent necessary to bring it within legal requirement.

25. These T&Cs shall be governed by, and construed in accordance with English law and the English courts shall have exclusive jurisdiction.