

## TERMS & CONDITIONS AGREEMENT

The undersigned desire(s) to compete at the 2017 NEXT STAR competition. In consideration of being authorized to compete at said competition, the undersigned hereby agree to the following legally-binding terms and conditions:

The undersigned hereby grant The NEXT STAR Corporation Ltd the exclusive right to record, film, photograph and video ("Recordings") of any or all of the performances during the 2017 NEXT STAR contest, festival, and related future performances. NEXT STAR is authorized to reproduce such Recordings, broadcast or allow the public performance of such Recordings. All rights to fees, commissions, royalties, or profits received as the result of the distribution, sale or lease of the Recordings in any form are assigned to The NEXT STAR Corporation Ltd to be used in any manner consistent with the purpose of NEXT STAR.

I/We agree and acknowledge that I/we are participating in the 2017 NEXT STAR competition and festival ("Event") on my/our own accord. I/We give this acknowledgement freely and knowingly and we represent and warrant to you that we are physically and mentally fit and that, as a result, able to participate, and we do hereby assume responsibility for our own well-being. We are fully aware that possible physical injury might occur in the Event, we hereby waive any and all rights or claims we may have as a result of participation in the Event against NEXT STAR, its directors, officers, employees, members, staff, and all individuals assisting in instructing and conducting these activities, and we hereby fully release and discharge them from any and all claims resulting from injuries, including death, damages or loss, which may accrue to us or our heirs arising out of or in any way connected with my participation in the Event.

I/We further agree to indemnify, defend, and hold harmless the Next STAR Corporation Ltd, its directors, officers, employees, members, staff, and all individuals assisting in instructing and conducting these activities, from any and all claims resulting from injuries, including death, damages, or loss, which may accrue to us or our heirs arising out of or in any way connected with our participation in the Event.

I/We understand and accept that NEXT STAR reserves the right to disqualify any individual during the registration process all the way up through the end of the finalists one-year contract. Individuals who misrepresent themselves in bad faith or engage in unacceptable conduct will be disqualified and finalists may have their record contracts withdrawn. Examples of unacceptable conduct include lying to the public or misrepresentation, abusing drugs or alcohol, lewd or unethical behavior, violent behavior, or hateful speech. NEXT STAR competitors and finalists are expected to be role models for the public.

All competing artists must hold Rwandan citizenship and be over the age of 18 in addition to meeting other qualifying rules listed on the NEXT STAR website. All artists are expected to be alcohol and drug-free during their audition and any and all future performances or recording sessions. Active substance abuse is grounds for immediate disassociation from NEXT STAR including the loss of any recording contract.

There shall be no disruptive behavior in the studio, and you may not come to the studio or the NEXT STAR office without an appointment. There shall be no smoking anywhere near the studio including outside. No food, drink, drug, or smoke related paraphernalia are permitted in the studio or the outside vicinity. You may not bring any people with you to your audition. Only the auditioning solo artist or group is permitted in the studio. Please behave professionally and come to the studio ready to perform.

No one may audition without first paying the requisite registration fee to NEXT STAR's Equity bank account. Please note that cash payments are forbidden for any reason under any circumstances. Registration fees are also non-refundable under any circumstance. You must bring your receipt of payment to your audition. Your receipt must be readable and have your full name listed as the payer. Please note that we check to make sure all payments are proper. Any attempt to engage in fraud with respect to registration fees shall be reported to the authorities and violators will deal with the law.

Please note that all three NEXT STAR finalists will be obligated to fulfill their recording contracts as stated under the terms and conditions of said recording contract. Finalists must also be Brand Ambassadors for NEXT STAR and its Title Sponsor for a period of one year. There will be no compensation for serving as a Brand Ambassador, but such opportunities will promote artists.

Please also take note that Next Star Festival finalists are banned from competing in future NEXT STAR competitions for a period of 3 years to provide a fair chance for others to reach the finalist level.

Finally, please note that NEXT STAR reserves the right to cancel the competition or festival at any time for any reason and shall be held harmless by competitors. However, if the contest is canceled after registrants have paid fees, those fees shall be refunded. There will be no fee refund, however, if the registrant withdraws from the competition on their own accord.

Signed this \_\_\_\_\_ day of May 2017.

Name: \_\_\_\_\_ (signature)

Name: \_\_\_\_\_ (print clearly and legibly)