

FINK★TEXAS

Official Rules and Regulations

Fink Texas Song Contest

1. ENTRY REQUIREMENTS

NO PURCHASE NECESSARY TO ENTER OR WIN. Must be 18 years of age. Open only to legal United States residents. Entrants (as defined below) shall complete the registration requirements as provided in paragraph 4 herein at visitfink.com. Submission(s) can be no less than 45 seconds, shall be submitted in .mp3/ .wav/.m4a/.cda format and shall not exceed 100MB file size. All submissions must be received by 11:59 pm Central Time ("CT") on Sunday May 1, 2022.

2. FINK TEXAS CONTEST DATES

Fink Song Contest ("Contest") will be held from 8:00 am CT Saturday, January 15, 2022 ("Contest Start Date") to 11:59 pm CT Sunday, May 1, 2022 ("Contest End Date"). Winners will be sent notification via the email provided during the registration process. Winners will have 24 hours from the time the email is sent to return any information Fink Texas requires and confirm all eligibility requirements. Failure to timely respond may result in disqualification and Fink Texas may select another winner. Winners satisfying all eligibility requirements will be required to attend Fink Fest Saturday, June 25, 2022, in Fink, TX to perform entered song.

3. ELIGIBILITY

The Contest is open to all individuals who are legal residents in the United States of America and who are at least 18 years of age by the Contest Start Date ("Entrants"). Entrants submitting as a team will be collectively known as a single "Entrant". By entering the Contest, Entrants agree to accept and be bound by all terms of these Official Rules and Regulations. Contest is subject to all federal, state and local laws and regulations. Some restrictions may apply. Void outside of the United States and were prohibited. Fink Texas employees and immediate family members are not eligible to enter. Fink Texas reserves the right to verify eligibility of any potential winner. Entrants that do not meet the requirements will be disqualified and their submissions will be void.

4. HOW TO ENTER

During the Contest Period, Entrants should complete the Entrant form at visitfink.com.

For entries to be eligible: (1) Entrants must completely and accurately enter all information on the registration form; (2) Entrant's contributions to each Submission must be Entrant's own original work that has not been previously exploited, distributed, published or otherwise publicly performed. Fink Texas is not responsible for misdirected, incomplete, lost, late or illegible entries or technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems which may limit Entrant's ability to participate in the Contest. False or deceptive entries or acts, as determined by Fink Texas, will render the Entrant ineligible. Fink Texas reserves the right, in its sole discretion, to cancel or modify the Contest should any computer virus, malfunction or other cause beyond its control corrupt the administration, security or proper operation of the Contest. In the event of a dispute about the identity of an Entrant, each online entry will be declared made by the authorized account holder of the email address submitted at the time of Submission as determined by Fink Texas. The Entrant should be able to provide, upon request, all third-party clearances, releases and permissions for Entrant's contributions to each song Submission, including releases from the Entrant and any other third-party participants. For further clarity, Entrant's contributions to Submissions must not contain any third-party copyrighted material and Submissions must not contain material that infringes on any third-party copyright. Once submitted, all copyrights in and to the Submissions become property of Fink Texas, or its affiliates or designees in perpetuity. No automated entries accepted.

5. PRIZE

Up to 3 Contest winners will be selected and the winning Submission(s) will be featured in social media posts and required to preform submitted song at Fink Fest on Saturday, June 25, 2022. First Place winner receives a \$1,000.00 cash prize.

6. JUDGING CRITERIA FOR SUBMISSIONS

Submissions will be judged by a panel of judges selected by Fink Texas in its sole discretion. Submissions will be judged according to the following criteria (i) strong use of original lyrics about Fink Texas; and (ii) overall song concept. Determinations of such judges will be final and subject to the sole discretion of such judges.

7. INTERNET LIMITATIONS OF LIABILITY

Fink Texas assumes no liability for any error in transmission, communications line failure, theft, destruction or alteration of entries. By entering this Contest, Entrants agree to release Fink Texas and its affiliates and its and their respective directors, managers, employees, consultants, agents and representatives from all liability claims or actions of any kinds whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with any prize-related activity. Fink Texas and any entities affiliated with Fink Texas expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the prize awarded. In the event more winner notifications are issued, or more winning prize claims are received, then the number of prizes set forth in these Official Rules due

to computer, printing, seeding, human or other error or problem, Fink Texas shall have the discretion to reorder the winners based on the criteria set forth within these Official Rules. In the event of sabotage, acts of God, computer virus or other events or causes beyond the Fink Texas's reasonable control, which corrupt the integrity, administration, security or proper operation of the Contest, Fink Texas reserves the right to cancel or suspend the Contest. Notice of cancellation will be posted at visitfink.com.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, FINK TEXAS RESERVES THE RIGHT TO SEEK DAMAGES OR ANY OTHER REMEDIES FROM SUCH PERSON(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

8. RIGHTS IN SUBMISSIONS

In consideration of Entrant's song being reviewed and evaluated for this contest, Fink Texas has exclusive rights to use, copy, exploit, sell, download, sublicense, transmit, distribute, publicly perform, publish, delete or display any such submission, or any portion thereof, throughout the world in any and all media in connection with Fink Texas LLC campaign as well as any other use or exploitation. Each Entrant authorizes Fink Texas, its affiliates and designees to exploit the Submission in perpetuity how they see fit, including licensing and sublicensing to any affiliates or third parties, and to make derivative works from such Submissions at the sole discretion of Fink Texas. The Contest winner may be required to complete and execute additional documents and have third parties execute Fink Texas's documents in connection with the rights granted to Fink Texas as a condition of prize acceptance. In addition, by participating in the Contest and submitting a song, each Entrant hereby grants permission (except where prohibited by law) for Fink Texas to use Entrant's song, name, likeness, voice, quotes, comments, biographical information, photograph and/or image for the purpose of advertising, trade, sale or promotion without further notice, permission, compensation or consideration in any and all media now known, in perpetuity, unless prohibited by law.

9. EQUITABLE RELIEF

Each Entrant understands, acknowledges and agrees that Fink Texas and its affiliates and designees with Fink Texas do not have now or in the future any duty or liability, direct or indirect, contributory, or otherwise, in regard to the infringement of protection of the copyright in and to the Submission. Each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Fink Texas's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise, sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submission or any other production based on or allegedly based on the Submission, and Entrant's rights and remedies in any such event shall be strictly limited to the right to

recover damages, if any, in an action at law.

10. PRIVACY STATEMENT

The information submitted, including the registration information, will be available to the Fink Texas LLC and its affiliates and designees. In addition, by submitting this information Entrant agrees that Fink Texas and its affiliates and designees may contact Entrant from time to time regarding offers and promotions.

11. RESERVATION OF RIGHTS

The Contest organizers (including Fink Texas and its affiliates) reserve the right to change these Official Rules and Regulations in their sole discretion and at any time to the extent permitted by law. All participants would be bound by such changes into perpetuity and retroactively if necessary to adequately effect such changes at the discretion of the Contest organizers. In so far as any portion of this Reservation of Rights is not permissible, it will be stricken from the Official Rules and Regulations without impacting any other section of the Official Rules and Regulations.