

Viva Rock Latino 2019

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- CONTEST PERIOD/ENTRY DEADLINES:** The Viva Rock Latino 2019 contest (“**Contest**”) begins at 10:00 am Eastern Daylight Time USA (“**EDT**”) on August 12, 2019 and ends October 20, 2019 (“**Contest Period**”). The Entry Period, Entry Deadline, and Judging Periods are described and defined in the table below and in the Section noted. See Section 3 below for details on how to enter.

10:00 am EDT on August 12, 2019 – 4:00 pm EDT on September 1, 2019	ENTRY PERIOD: This is the period for Bands to enter the Contest. (See Section 3 below for details.)
4:00 pm EDT on September 1, 2019	ENTRY DEADLINE: Any Band that has not submitted fully completed Entry Materials (as defined below) in the manner set forth in these Official Rules so that they are received by Sponsor (as defined in Section 20 below) by this date and time will not be eligible to compete and will be disqualified.
September 3, 2019 – September 9, 2019	LOCAL BAND SELECTION PERIOD: This is the period where the Local Contest Administrator(s) will select the Local Bands to participate in the Local Competitions (Local Battles). (See Section 6 below for details).
September 10, 2019 – October 7, 2019	LOCAL COMPETITION JUDGING PERIOD (LOCAL BATTLES): Local Judges will select Semi-Finalist Bands during this period. (See Section 7 below for details.)
October 8, 2019 – October 14, 2019	FINALIST JUDGING PERIOD: Judges select the Finalist Bands during this period. (See Section 8 below for details.)
October 20, 2019	INTERNATIONAL JUDGING DAY (LIVE GLOBAL FINALE WEBCAST): Judges select the Grand Prize Winner during this period. (See Section 9 below for details.)
October 20, 2019	Grand Prize Winner announced

* All times are based on Eastern Daylight Time (USA).

The list of participating Hard Rock Cafe locations (each a “**Participating Location**”) is as follows:

ARGENTINA
Buenos Aires
BRAZIL
Curitiba
Fortaleza
Gramado
CHILE
Santiago
Ushuaia
COLOMBIA
Bogota
Cartagena

Medellin
COSTA RICA
San Jose
DOMINICAN REPUBLIC
Punta Cana
MEXICO
Cancun
Cozumel
Playa del Carmen
NICARAGUA
Managua
PANAMA
Panama City
PUERTO RICO
San Juan
VENEZUELA
Caracas

Sponsor reserves the right to add or delete participating Hard Rock Cafe locations at any time, without prior notice.

2. **ELIGIBILITY:** A “**Band**” is a group of eligible Band Members (as defined below) where the Band meets all of the eligibility requirements set forth in these Official Rules for the Contest (“**Official Rules**”), including any Local Competition Requirements (as defined below), from the date the Band submits its Entry Form (as defined below) up through the conclusion of the Contest (as defined below). Bands may be professional or amateur bands. A “**Band Member**” or “**Member**” is a member of an eligible Band herein who meets all of the eligibility requirements set forth in the Official Rules (including any Local Competition Requirements) from the date his/her Band submits its Entry Form up through the conclusion of the Contest.
- a) Band Member eligibility: In order to be eligible to compete in the Contest or win any prize, each Band Member must at all times from the date each Band submits its Entry Form in full compliance with these Official Rules and becomes a Band entrant in this Contest, up through the conclusion of the Contest:
- i) Be a permanent lawful resident of one of the countries named above;
 - ii) Be 18 years of age or older as of August 12, 2019;
 - iii) Be listed as a member of a Band in the Entry Form of the Band at the time it enters the Contest;
 - iv) Perform/compete only on behalf of one Band;
 - v) Be an authentic member of a Band who has regularly performed with the Band prior to the Contest i.e., not a manager, agent, technical or administrative support person, spouse, friend, etc. who has not regularly performed with the Band prior to the Contest;
 - vi) Be eligible to participate in the Contest in accordance with, and be in full compliance with, all of the provisions of the Official Rules, including any Local Competition Requirements;
 - vii) **Not** be (1) an employee, officer or director of (a) Hard Rock Café International (USA), Inc. (the “**Sponsor**”); (b) any Participating Location or local promotional partners (“**Local Partners**”), including but not limited to Hard Rock Cafe Bogota, Hard Rock Cafe Buenos Aires, Hard Rock Cafe Cancun, Hard Rock Cafe Caracas, Hard Rock Cafe Cartagena, Hard Rock Cafe Cozumel, Hard Rock Cafe Curitiba, Hard Rock Cafe Fortaleza, Hard Rock Cafe

Gramado, Hard Rock Cafe Managua, Hard Rock Cafe Medellin, Hard Rock Cafe Panama City, Hard Rock Cafe Playa del Carmen, Hard Rock Cafe Punta Cana, Hard Rock Cafe San Jose, Hard Rock Cafe San Juan, Hard Rock Cafe Santiago, Hard Rock Cafe Ushuaia; (c) any restaurant, cafe, hotel and/or casino licensed or franchised by Sponsor or an entity affiliated with Sponsor; (d) any entity affiliated with Sponsor; or (e) Infrared (“**Contest Administrator**”); (2) a judge in this Contest or any employee or agent of such judge; or (3) an employee, officer or director of any of the respective affiliated, parent, or subsidiary companies, or their advertising or promotion agencies, of the entities/persons identified in subsections (1) and (2) of this section (collectively, the “**Contest Entities**”); or (4) a member of the immediate family (parents, children, siblings and spouses, regardless of where they reside) or household (whether related or not), of a judge in this Contest or any employees, officers or directors of the Contest Entities; and

viii) **Not** served as a band member in a band that has won a Grand Prize as a result of participating in any of Sponsor’s previous Viva Rock Latino contests in 2012 - 2018. Band Members awarded local prizes in previous Hard Rock band competitions are permitted to participate in this Contest.

b) Band eligibility: In order to be eligible to compete in the Contest or win any prize, each Band must at all times from the date each Band submits its Entry Form in full compliance with these Official Rules and becomes a Band entrant in this Contest, up through the conclusion of the Contest:

- i) List all Band Members in the Entry Form of the Band at the time it enters the Contest. Any Band Members not listed at that time are not eligible to participate in the Contest;
- ii) Consist only of Members who are eligible to participate in the Contest in full compliance with the terms of these Official Rules. In the event any Member of a Band is not eligible or is disqualified, then the entire Band may be disqualified;
- iii) Consist only of authentic Members who have regularly performed with the Band prior to the Contest i.e., not a manager, agent, technical or administrative support person, spouse, friend, etc. who has not regularly performed with the Band prior to the Contest. Each Band must contain at least one Member and can have up to five (5) Band Members. Band Members who are ineligible herein, or who were not listed in the Entry Form, or who are not authentic Members who have regularly performed with the Band prior to the Contest (e.g., managers, agents, technical or administrative support people, spouses, friends, etc.) are not eligible to receive any portion of the Grand Prize;
- iv) Be eligible to participate in the Contest in accordance with, and be in full compliance with, all of the provisions of the Official Rules, including any Local Competition Requirements; and
- v) **Not** served as a band that has won a Grand Prize as a result of participating in any of Sponsor’s previous Viva Rock Latino contests in 2012 - 2018. Bands awarded local prizes in previous Hard Rock band competitions are permitted to participate in this Contest.

Eligibility will be determined by Sponsor in its sole and absolute discretion. The Contest is void in all areas outside of the countries indicated above, and where prohibited or restricted by law.

3. HOW TO ENTER (“REGISTRATION PROCESS”):

a) First, each Band must select one (1) representative who shall have full legal authority to act on behalf of and legally bind/obligate the Band and each of its Members with respect to the Contest, and who will be the sole contact person for the Band and all of its Members in all matters related to the Contest (the “**Band Representative**”). A Band Representative must be of an age wherein he/she may enter into legally binding agreements and not be a minor in the jurisdiction in which the Band Representative resides. In the event of any dispute as to the authority of the Band Representative to act on behalf of and legally bind/obligate the Band and each of its Members with respect to the Contest at any time during the Contest Period, the Band shall be subject to disqualification at Sponsor’s sole and absolute discretion.

b) Next, select your Local Competition Site (as defined below). **The Band must compete at a Participating Location that is located within a 50 km radius of the permanent residence of at least one eligible Band Member.**

- c) If the permanent residence of at least one eligible Band Member is within a 50 km radius of more than one Participating Location, then you may select either of such Participating Locations within such radius as the Band's Local Competition Site. You cannot choose a Local Competition Site outside of a 50 km radius and you can only choose one Local Competition Site. The Participating Location chosen by the Band that meets the above criteria and is included within the Entry Form is referred to herein as the Band's "**Local Competition Site**". Under no circumstances may the Band or any Band Member select, compete or attempt to compete at more than one Participating Location. Any such actions by a Band or a Band Member will result in the disqualification of any Band involved. Once the Entry Form is submitted online, then the Band may only compete at the Local Competition Site selected in the Entry Form and no other. If your Band is not selected as a Local Band to compete at your Local Competition Site, neither your Band, nor any Member of your Band, can compete at another Participating Location. Sponsor reserves the right, in its sole and absolute discretion, to assign Bands to compete at a Participating Location other than the one chosen by the Band.
- d) Prior to the Entry Deadline, the Band Representative should visit www.hardrock.com/viva (the "**website**"). The Band Representative should carefully review the Official Rules (including all instructions on performance conditions/restrictions and judging criteria) found on the website. The Band Representative should print out a copy of the Official Rules at that time for future reference and distribute the Official Rules to all Band Members.
- e) After the Band Representative and each of the Band Members have carefully read the Official Rules, and when the Band is ready to enter the Contest, the Band Representative should visit the website again prior to the Entry Deadline and follow the Contest links to the official Entry Form for the Contest ("**Entry Form**"). The Band Representative must indicate on the Entry Form the Local Competition Site where the Band wishes to compete and perform should the Band qualify as a Local Band (as defined below) and compete at Local Competitions (as defined below).
- f) The Entry Form must be completed in full by the Band Representative. Once the Entry Form has been fully completed by the Band Representative and the Band Representative has agreed on behalf of the Band and each of the Band Members to all of the Official Rules and the terms and conditions of the Entry Form, then the Band Representative must submit the Entry Form in accordance with the on-screen instructions on the website prior to the Entry Deadline. The Entry Form must be completed and submitted prior to the Entry Deadline and only a completed Entry Form will be accepted. Failure to (i) fully complete the Entry Form, (ii) meet the requirements for the Entry Song (as described below), (iii) submit the completed Entry Form prior to the Entry Deadline, or (iv) comply with these Official Rules in any manner may result in disqualification of the Band and all of its Band Members.
- g) **There is a limit of one Contest Entry Form per Band and per person/Band Member. If more than one Entry Form is received from the same Band, or a Band Member appears on more than one Entry Form, then the applicable Band(s) and Band Member(s) may be disqualified in the sole and absolute discretion of Sponsor.**
- h) Prior to the end of the Entry Period, in the Entry Form the Band must include a link to a video recording or audio file located on YouTube or SoundCloud of the Band's one song which will be used in the selection stage to be named a Local Band. Such song (an "**Entry Song**") must either be the Band's interpretation of a Spanish or Latino song that was previously recorded and commercially-released by a band or artist other than the Band or a Band Member (a "**Cover Song**"), or an Original Song by your Band. An "**Original Song**" is a song (including any lyrics, music, musical or audio tracks, arrangement and composition) performed by the Band (whether live or in a recording) which is used to participate in the Contest where (i) the song (including any lyrics, music, musical or audio tracks, arrangement and composition) is written and performed solely by one or more eligible Members of your Band who are listed on the Entry Form (and by no other person or entity) and (ii) your Band, or one or more eligible Members of your Band who are listed on the Entry Form, owns and controls all right, title and interest, including copyright, in and to the lyrics, music, arrangement and composition of such song, including without limitation, any public performance or recording rights. The Entry Song cannot exceed ten (10) minutes in length. The Entry Song must be performed **exclusively** in Spanish or Portuguese. Any Entry Song performed in another language will NOT be eligible.

4. GENERAL REQUIREMENTS:

- a) Each Band, and each of its respective Band Members, agree, warrant and represent that:

- i) Any Original Song performed by the Band during the Contest or used as an Entry Song, or otherwise played or used while the Band is participating in the Contest (including any lyrics, music, musical or audio tracks, arrangement and composition), (1) has been written and performed solely by one or more eligible Members of the Band who are listed on the Entry Form (and by no other person or entity) and (2) the Band, or one or more eligible Members of the Band who are listed on the Entry Form, owns and controls all right, title and interest, including copyright, in and to the lyrics, music, arrangement and composition of such song.
 - ii) With respect to any of the lyrics, music, arrangements, compositions, or songs performed by the Band during the Contest, the Band has obtained any authorizations required (if any), in advance from all persons or entities having any rights, title and/or interest whatsoever with respect to such songs in order to perform or otherwise use such songs during the Contest without violating the rights of any persons or entities.
 - iii) All songs performed by the Band during the Contest, or posted on the website or any other internet site as part of the Contest, or used as an Entry Song, or otherwise played or used while the Band is participating in the Contest are referred to herein collectively as the “**Creative Materials**”, and the use of the Creative Materials by the Band and by the Contest Entities as contemplated by these Official Rules will not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased. If a Band or any Band Member is uncertain as to whether they can agree to these representations and warranties, they should confer with their legal counsel or other advisors. Sponsor reserves the right in its sole and absolute discretion to request proof in writing of any necessary authorizations, consents, licenses, assignments or waivers required herein.
- b) Creative Materials and Band names must be in keeping with Sponsor’s positive image. Without limitation, Creative Materials or Band Names that are deemed by Sponsor, in its sole and absolute discretion, to be or to contain offensive profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous content, or which encourages unlawful behavior, or which is hateful, or which is racially, ethnically or otherwise offensive or objectionable, or which portrays the Sponsor in a negative fashion, may be disqualified. **THIS REQUIREMENT IS STRICTLY ENFORCED. NO OFFENSIVE PROFANITY MAY APPEAR IN OR BE HEARD IN ANY CREATIVE MATERIALS OR BAND NAMES.**
 - c) Creative Materials and Band names must not include brand names, trade-marks, trade names, logos or the intellectual property of any third parties without the written consent of the third party, if applicable.
 - d) Creative Materials and Entry Forms must be from an identifiable source. Any attempt to create a false identity, to impersonate any person or entity, or to make a false or misleading statement, or misrepresent an affiliation with any person or entity, may result in disqualification.
 - e) Sponsor reserves the right at any time, in its sole and absolute discretion, to disqualify a Band that Sponsor believes, in its sole and absolute discretion, is not in compliance with these Official Rules, or which has made a false or misleading statement on the Entry Form or otherwise, and reserves the right to pursue all other rights and remedies available at law in the event of such disqualification.

5. OVERVIEW OF COMPETITION:

A general overview of the competition is contained in the chart below. Please see the following sections for details.

Stage of Competition	Selection of Local Bands	Local Competitions & Selection of Semi-Finalist Bands	Finalist Competition	Grand Prize Competition
Description of the Competition	The Local Contest Administrator for each participating Hard Rock Cafe Location will select eligible Local Bands for	Local Bands compete at a local participating Hard Rock Cafe location and are judged by local judges.	Each Semi-Finalist competes against all other Semi-Finalists to be selected as a Finalist. The video recordings of each Semi-Finalist Band	Each Finalist competes against all other Finalists for the Grand Prize. The video recordings of each Finalist Band made during the Local

	the Live Battle Competition.		made during the Local Competitions will be judged.	Competitions will be judged.
Outcome	The Local Contest Administrator will select eight (8) eligible bands as “Local Bands”.	One Band chosen by the judges is selected as a Semi-Finalist Band for each participating Hard Rock Cafe location.	The judges will select six (6) Bands as the Finalists.	The judges select one winning Band as the Grand Prize Winner.

6. SELECTION OF LOCAL BANDS:

Competition to be named a Local Band (between September 3, 2019 – September 9, 2019) - In this stage of the Contest, Bands are only competing against other Bands who have been assigned to the same Local Competition Site and are competing to be selected as a Local Band for the applicable Local Competition Site (“**Local Band**”). Those Bands selected as a Local Band will then move on to compete live at the Local Competition Site. The Hard Rock Cafe Contest administrator at each Participating Location/Local Competition Site (“**Local Contest Administrator**”) will select eight (8) Bands for its Local Competition Site to be named as Local Bands, subject to the eligibility requirements set forth herein and each Band’s compliance with these Official Rules. **The Local Contest Administrator will select such Local Bands in his/her sole and absolute discretion. However, Sponsor reserves the right to increase or decrease the number of Local Bands to be selected for each Local Competition Site’s live competition at any time, without prior notice, in its sole and absolute discretion.** The odds of being declared a Local Band depend on the number of Bands competing, the skill of each Band and its Band Members, and the skills of other Bands competing at the same Local Competition Site.

7. SELECTION OF SEMI-FINALIST BANDS IN LOCAL COMPETITIONS:

- a) The Local Contest Administrator at each Participating Location will conduct a live performance competition amongst all Local Bands selected as part of the Contest that are eligible to compete at that Participating Location in order to determine the Local Band that will be named the Semi-Finalist Band for that Participating Location (the “**Local Competition**”). The Local Competition may consist of several qualifying events and/or a finals event, and such events will take place between September 10, 2019 and October 7, 2019 (“**Local Competition Judging Period**”), on such dates and at such times as are established by the Local Contest Administrator. The Local Contest Administrator will advise the Band Representative of each Local Band of any and all Local Competition requirements (including but not limited to the competition format, the number of songs to be performed, the number of performances, and the schedule for the competition) (collectively, the “**Local Competition Requirements**”). Should a Local Band fail to comply with all such Local Competition Requirements, or fail to appear for the Local Competition on such date(s) and at such time(s) as are established by the Local Contest Administrator, then such Local Band shall be disqualified. **Prior to performing at any event at a Participating Location during the Local Competition, each Band Member of each Local Band will be required to complete and sign a hard copy version of the Entry Form for the Local Band (which will include provisions confirming agreement to (i) the Official Rules, (ii) the status of the intellectual property rights regarding all Creative Materials, and (iii) the granting to the Contest Entities of the rights granted in the Official Rules, and will confirm the eligibility of the Local Band and each of its Band Members). The failure by any Band Member to sign and return this hard copy version of the Entry Form by the deadline established by the Local Contest Administrator may result in the Local Band being disqualified from participating in the Contest and any events at the Participating Location.** Although each Local Band Member must be 18 years of age or older to participate in this Contest, if a Band Member is deemed a minor in his/her country, state, territory or province of residence, then the parent/legal guardian of such minor must sign any documents required in these Official Rules on behalf of such minor.
- b) **JUDGING FOR THE LOCAL COMPETITIONS:** Each Participating Location will establish its own format for the Local Competition in the sole and absolute discretion of the Local Contest Administrator. While the Local Contest Administrator will advise the Band Representative of the format for each Local Competition Site, common formats include competitions where (i) Local Bands perform over a series of events and the Local Band with the highest overall score wins, or (ii) Local Bands perform over a series of qualifying events and the Local Band(s) with the highest score(s) at each event (or with

the highest overall scores) go(es) on to compete in a finals event. During each event at a Local Competition, each Local Band will select and perform three (3) songs which must be the Band's interpretation of a Spanish or Latino song that was previously recorded and commercially-released by a band or artist other than the Band or a Band Member ("**Cover Song**") and perform one (1) Original Song by the Band. These songs will be judged ("**Judged Songs**"). All songs must be performed **exclusively** in Spanish or Portuguese. At each such event the Band's performance will be judged by a panel of qualified judges to be selected by the Local Contest Administrator in its sole and absolute discretion (collectively, the "**Local Judges**"), which may include professionals in the music, radio or recording industry, local celebrities and/or other persons selected by the Local Contest Administrator. Local Judges are not allowed to judge any Band that they are a member of or with which they have a pre-existing business or personal relationship or association. The persons serving as Local Judges are subject to change at any time at the Local Contest Administrator's sole and absolute discretion. The Local Judges will judge each performance of each Local Band according to the following judging criteria and with the following weight given to each such criterion (the "**Local Competition Judging Criteria**"): 1) Musicianship (30%); 2) Voice Talent (20%); 3) Originality (20%) 4) Stage Presence (20%) and 5) Fan Reaction/Appeal (10%). Upon the completion of all Local Competition Requirements, the one (1) Local Band at each Participating Location with the highest total score for the applicable event(s), as determined by the Local Judges in their sole and absolute discretion using the Local Competition Judging Criteria, will be declared the Semi-Finalist Band for that Participating Location (a "**Semi-Finalist Band**"), subject to confirmation that the Band and all Band Members are eligible under the Official Rules and in full compliance with the Official Rules and the Local Competition Requirements. The odds of being declared a Semi-Finalist Band depend upon the number of Bands competing at each Participating Location and the skill of each Band and its Band Members. No more than one (1) Semi-Finalist Band will be selected at each Participating Location. In the event of a tie, the Band from among the tied entries with the highest cumulative score in the first judging criterion described above will be declared the Semi-Finalist Band. In the event of a tie using the tie-breaking criterion, the Local Contest Administrator will select the Semi-Finalist Band in its sole and absolute discretion. The decisions of the Local Judges and the Local Contest Administrator relating to the selection of each Semi-Finalist Band are final and binding. In the event it is determined that any Local Band or Band Member is ineligible or is subject to disqualification for any reason, then the Band will be disqualified and the Local Contest Administrator may elect to name the Local Band receiving the next highest total score as the Semi-Finalist Band. In the event of a tie in such instance, the tie breaking criteria described above may be utilized.

- c) **VIDEO RECORDING OF JUDGED SONGS:** During the Local Competitions, the performance of the Judged Songs (and perhaps other performances) will be video-recorded by representatives of the Local Contest Administrator. **ONLY ELIGIBLE BAND MEMBERS WHO SIGNED AND RETURNED A HARD COPY VERSION OF THE ENTRY FORM MAY APPEAR IN EACH VIDEO RECORDING.** No other performers, animals or people, including identifiable members of the audience, may be seen in the video recording. If more than five (5) performers appear in the video, the Local Band may be disqualified. **Video recordings of the Local Bands who progress in the competition will be used to select Finalist Bands and the Grand Prize winner.** (See Sections 8 and 9 for details.)
 - d) **LOCAL COMPETITION PRIZES:** Prizes may be awarded to a Local Band named as a Semi-Finalist Band at the discretion of the Local Contest Administrator. The Local Contest Administrator will publicly disclose the availability of any such prizes prior to the start of the Local Competition.
8. **SELECTION OF FINALISTS:** Between October 8, 2019 – October 14, 2019 ("**Finalist Judging Period**"), a panel of judges selected by Sponsor, in its sole and absolute discretion (collectively, the "**Finalist Judges**"), will view the video recordings of all Semi-Finalist Bands made at the Local Competitions and judge the video recordings according to the following judging criteria and with the following weight given to each such criterion (the "**Finalist Judging Criteria**"): 1) Musicianship (30%); 2) Marketability (30%), 3) Voice Talent (20%); and 4) Originality (20%). The six (6) Semi-Finalist Bands receiving the highest total scores, as determined by the Finalist Judges in their sole and absolute discretion using the Finalist Judging Criteria, will be declared the Finalist Bands ("**Finalist Bands**"), subject to confirmation that the Band and all Band Members are eligible under the Official Rules and in full compliance with the Official Rules. The odds of being declared a Finalist Band depend upon the skill of each Band and its Band Members. No more than six (6) Finalist Bands will be selected. In the event of a tie, the Semi-Finalist Band from among the tied entries with the highest score in the first judging criterion described above will be declared the Finalist Band. In the event of a tie using the tie-breaking criterion, the Finalist Judges will select a Finalist Band in their sole and absolute discretion. The decisions of the Finalist Judges relating to the selection of a Finalist Band are final and binding. In the event it is determined that any Band or Band Member is ineligible or is subject to disqualification for any

reason, then the Band will be disqualified and the Sponsor may elect to name a Semi-Finalist Band receiving the next highest total score as a Finalist Band. In the event of a tie in such instance, the tie breaking criteria described above may be utilized. The persons serving as Finalist Judges are subject to change at any time at the Sponsor's sole and absolute discretion.

9. **SELECTION OF THE GRAND PRIZE WINNER:** On or about October 20, 2019 (“**International Judging Day**”), a panel of qualified judges selected by the Sponsor in its sole and absolute discretion (collectively, the “**International Judges**”), which will consist of one judge from each of the countries participating in the Contest and may include celebrities and professionals in the music, radio or recording industry and/or other persons selected by the Sponsor, will view the video recordings of each Finalist Band made during the Local Competitions. The video recordings of all of the Finalist Bands will be played back at the Hard Rock Café event and such panel of judges will then judge the video recordings according to the following judging criteria and with the following weight given to each such criterion (the “**Grand Prize Judging Criteria**”): 1) Musicianship (30%); 2) Marketability (30%), 3) Voice Talent (20%); and 4) Originality (20%). Each International Judge is NOT permitted to judge/score for a Finalist Band from his/her same country. The one (1) Finalist Band receiving the highest total score, as determined by the International Judges in their sole and absolute discretion using the Grand Prize Judging Criteria, will be declared the Grand Prize winner (“**Grand Prize Winner**”), subject to confirmation that the Band and all Band Members are eligible under the Official Rules and in full compliance with the Official Rules. The odds of being declared the Grand Prize Winner depend upon the skill of each Band and its Band Members. No more than one (1) Grand Prize Winner will be selected. In the event of a tie, the Finalist Band from among the tied entries with the highest score in the first judging criterion described above will be declared the Grand Prize Winner. In the event of a tie using the tie-breaking criterion, the International Judges will select the Grand Prize Winner in their sole and absolute discretion. The decisions of the International Judges relating to the selection of the Grand Prize Winner are final and binding. In the event it is determined that any Band or Band Member is ineligible or is subject to disqualification for any reason, then the Band will be disqualified and the Sponsor may elect to name the Finalist Band receiving the next highest total score as the Grand Prize Winner. In the event of a tie in such instance, the tie breaking criteria described above may be utilized. The persons serving as International Judges are subject to change at any time at the Sponsor's sole and absolute discretion.
10. **NOTIFICATIONS:** On or about October 20, 2019 the Grand Prize Winner will be announced. If any Band is named as a potential Local Band, Semi-Finalist Band, Finalist Band or Grand Prize Winner and the Band Representative cannot be reached by telephone or email within forty-eight (48) hours from the first notification attempt, or if any such Band fails or refuses to complete, sign and return any documents required by Sponsor within the time specified by Sponsor, then such Band may be disqualified and the Sponsor, in its sole and absolute discretion, may choose another competing Band instead with the next highest score (or number of votes).
11. **PRIZE: One (1) Grand Prize:** The Grand Prize consists of Five Thousand United States Dollars (US\$5,000.00) plus the official Hard Rock Cafe “Viva Rock Latino Champion” trophy for the Band. **The Grand Prize is awarded to the Band and not to specific individuals or Band Members, and will be awarded in the form of a single check made payable to the Band if the Band is a recognized legal entity. If the Band is not a recognized legal entity, then the check will be made payable to all of the Band Members named in the Entry Form who are eligible to receive the benefits of the Grand Prize . Only Band Members named in the Entry Form are eligible to receive the benefits of the Grand Prize. Band managers, agents or other band support staff are NOT eligible to receive the benefits of the Grand Prize.** The Approximate Retail Value (“**ARV**”) of the Grand Prize is US\$5,000.00. The Grand Prize will be awarded by the Local Partners and not by the Sponsor.
12. **USE/OWNERSHIP:** With respect to the use and ownership of all Creative Materials, by participating in the Contest each competing Band and each Band Member acknowledges and agrees as follows:
 - a) The rights of each Band and each Band Member, and the Sponsor, shall be established by the terms of these Official Rules, (including any Local Competition Requirements) and by the contents of any releases or affidavits entered into as required by these Official Rules.
 - b) Except to the extent prohibited by law, Sponsor and its designees may use, copy, publish, videotape, broadcast, distribute and otherwise publicly display all elements of a Band's Creative Materials (whether submitted during the registration/entry process or utilized in the Contest thereafter) as well as all recordings, videotapes and photographs made of the Band's performances during Contest, as well as each Band Member's name, address [city and

state/province], biographical information, statements, voice, photograph and other likeness, in whole or in part, in any and all media either now or hereafter known (including but not limited to, all forms of television distribution, theatrical advertisements, radio, the Internet [including YouTube™ and social media], newspapers, magazines, and billboards), in perpetuity throughout the universe, solely in connection with commercials, advertisements and promotions related to the Contest Entities (including viral campaigns), video and audio compilations of the Contest, the sales of Sponsor's products and services, the Contest and any other contests associated with Sponsor, advertising and promoting the Sponsor and the Contest Entities, and conducting this Contest, without notification and without compensation of any kind to the Band, any Band Member or any third party. Sponsor reserves all rights in perpetuity, including without limitation, the right to reproduce, alter, amend, edit, modify, crop and use the Creative Materials and recordings made of the Band's performances during the Contest in connection with advertising and promoting the Sponsor and conducting this Contest, and the Contest Entities. Sponsor shall have no obligation (express or implied) to use, promote or exploit any Creative Materials or to otherwise promote any Band or, if commenced, to continue the distribution, promotion or exploitation thereof, and Sponsor may at any time abandon the use, promotion or exploitation thereof for any reason, with or without legal justification or excuse, and neither a Band nor any of its Band Members shall be entitled to any damages or other relief by reason thereof.

- c) Sponsor does not undertake to consider the Entry Form or the Creative Materials in confidence and Sponsor has not made any prior inducements, promises or representations to the Band Member(s) or Band(s) regarding the Entry Form or the Creative Materials other than as set forth in the Official Rules.
- d) Participation by each competing Band in this Contest, and the accompanying submission of each Band's Entry Form and Creative Materials to Sponsor, shall in no way limit or restrict Sponsor's rights with respect to, or the use of, the Entry Form or Creative Materials submitted by other Bands or Band Members, or otherwise independently developed, created or used by Sponsor, both prior to and after the submission of each Band's Entry Form and Creative Materials herein, and Sponsor shall have no obligations to each Band and Band Member with respect to such other Entry Forms or Creative Materials. Accordingly, each competing Band and Band Member acknowledges that Sponsor's use of other material containing elements similar to or identical with those contained in the Band's Entry Form or Creative Materials shall not entitle the competing Band or Band Member to any compensation if Sponsor has an independent right to use such other materials.

13. **GENERAL PRIZE RESTRICTIONS/CONDITIONS:** Each Band Member may be required to sign additional publicity/liability/rights releases before receiving the benefits of the Grand Prize. The Band may be disqualified at any time and the Grand Prize may be withdrawn in the event that any Band Member becomes involved in any situation which may bring Sponsor into public disrepute, contempt, scandal or ridicule, or which has the potential to shock, insult or offend the community or any group or class thereof, in such a way that could negatively impact the reputation of Sponsor. No transfer, substitution, or cash equivalent for any element of the Grand Prize is allowed, except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute a Grand Prize or any Grand Prize element, of equal or greater monetary value (whether in cash or otherwise) if the Grand Prize or Grand Prize element, cannot be awarded as described for any reason. If any prize is returned as undeliverable or is forfeited or refused, this may result in disqualification and an alternate winner may be selected as a potential winner, if time permits. All federal, state, provincial, local and other tax liabilities, including but not limited to sales and use taxes, goods and services taxes, excise taxes, income and withholding taxes, customs duties, fees and like amounts in connection with a Band's or Band Member's prize, acceptance or use of a prize herein will be the sole responsibility of each Band or Band Member, as applicable.

14. **CONTEST CONDITIONS:** If one or more Band Members of a Grand Prize Winner does not comply with the Official Rules (including any Local Competition Requirements), then the entire Grand Prize Winner Band may be disqualified in the sole and absolute discretion of Sponsor. By participating in the Contest, each Band and each Band Member agrees: (a) That only the laws of the United States shall be applicable to this Contest and their participation in this Contest, regardless of the country of origin or residence of the Band and/or each of its Band Members; (b) To be bound by these Official Rules and any other documents required by Sponsor (including, without limitation, the Entry Form and any releases and affidavits required) and by the decisions of Sponsor, each Local Contest Administrator, and any judges herein, and to waive any right to claim ambiguity in this Contest, the Official Rules (including any Local Competition Requirements) or any other documents required by Sponsor (including, without limitation, the Entry Form and any required releases and affidavits); (c) To indemnify, defend and hold harmless the Contest Entities, and their respective officers, directors, employees, shareholders, representatives

and agents (collectively, the “**Released Parties**”), from any and all liability, claims, losses, damages, demands, causes of action, penalties and expenses (including reasonable attorneys’ fees) arising out of or related to any statement, action or failure to act by the Band, any Band Member or any member of the Band not competing in the Contest, or any person affiliated with the Band (collectively, “**Non-Contestant**”) during or in connection with the Band’s or Band Member’s participation in the Contest, and/or any breach or alleged breach of these Official Rules or of any other documents required by Sponsor or related to the Creative Materials including any use thereof; and (d) Not to sue or bring legal action and to irrevocably and unconditionally release, waive and forever discharge the Released Parties from any and all liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which the Band, any Band Member or any Non-Contestant (or any of their successors-in-interest, heirs and/or agents) ever had, now have, or in the future may have against the Released Parties, including, but not limited to claims arising out of or related to personal injury (including death) and/or damage, theft, loss or any other harm resulting in whole or in part, directly or indirectly, from participation in the Contest or any Contest-related activity, the acceptance, possession, misuse, improper awarding, failure to award, or use of any Local Competition Prize, the Grand Prize and/or the use of any of the rights granted herein (including, without limitation, the use and exploitation of the Creative Materials and any other videos, recordings and photographs made of the Band’s performances during the Contest and each Band’s name, Band Member’s name, address [city and state/province], biographical information, statements, voice, photograph and/or other likeness).

15. **LIMITATIONS OF LIABILITY:** Contest Entities are not responsible for illegible, garbled, corrupted, damaged, lost, late, misdirected, undeliverable or incomplete Entry Forms, Creative Materials or Entry Songs whether due to system errors, human errors or failures, or faulty transmissions or other telecommunications or other types of malfunctions or interferences, and/or for online votes not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system or human errors and failures, or faulty transmissions, or as a result of any other error or problem of any kind relating to or in connection with this Contest, whether technical, mechanical, typographical, printing, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Contest, the collection and processing of the Entry Forms, Creative Materials, Entry Songs and/or the judging of the Contest, the announcement of the Grand Prize or in any Contest-related materials. Sponsor may prohibit a Band or Band Member from participating in the Contest or winning any Local Competition Prize, or the Grand Prize if, in its sole and absolute discretion, it determines that said Band or Band Member, or anyone acting in concert with such Band or Band Member, is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or unfair voting or judging practices (including but not limited to the offering of any payment, compensation, gifts or other inducements via any means to Local Judges, Finalist Judges, or International Judges in exchange for their vote), or intending to annoy, abuse, threaten or harass any other entrants, any judges or Sponsor’s representatives. If for any reason any portion of this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify or suspend the Contest and select the potential winning Bands either by means of (i) those eligible votes or judges’ scores (as applicable) received up to the cancellation/suspension date or (ii) Sponsor’s sole and absolute discretion. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANYONE ELSE TO DELIBERATELY DAMAGE ANY CONTEST-RELATED WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST (INCLUDING BUT NOT LIMITED TO THE OFFERING ANY PAYMENT, COMPENSATION, GIFTS OR OTHER INDUCEMENTS VIA ANY MEANS TO LOCAL JUDGES, FINALIST JUDGES, OR INTERNATIONAL JUDGES IN EXCHANGE FOR THEIR VOTE), MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING REASONABLE ATTORNEY’S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**
16. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules, or of any Entry Form, release or any other document required herein, shall not affect the validity or enforceability of any other remaining provisions. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules (and the Entry Form, release or any other document, as applicable) shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. All Local Competition Requirements are incorporated in these Official Rules as though set forth in full. These Official Rules (including the Local Competition Requirements) and any other documents required by Sponsor constitute the entire understanding and agreement between each Band, Band Member and Sponsor. No other agreement, written or oral, express or implied exists between each Band

or Band Member and Sponsor with respect to the Creative Materials, Entry Forms, Official Rules or this Contest. Any modification, waiver or termination of the provisions of these Official Rules or such other documents must be authorized in writing by Sponsor. In the event of a discrepancy or conflict between the terms of the Entry Form or any Local Competition Requirements and these Official Rules, these Official Rules shall govern. Although these Official Rules, (including any Local Competition Requirements) may be available in Spanish, the English version of these Official Rules shall prevail in the event of any conflict or difference between the English version and the Spanish version. Sponsor reserves the right, in its sole and absolute discretion, to change, add to, delete from, modify or amend these Official Rules (including any Local Competition Requirements) at any time. All decisions of the Sponsor are final and binding.

17. **PERSONAL INFORMATION:** By entering the Contest, each Band and each Band Member consents to the collection, use and disclosure of its/his/her personal information collected in connection with the Contest by Sponsor and its authorized agents and representatives for the purposes of administering this Contest. Each Band and Band Member also agrees to the use in perpetuity of such Band's and Band Member's name, address [city and state/province], biographical information, statements, voice, photograph and/or other likeness, on the website and otherwise in connection with conducting or promoting the Contest and Contest Entities, without further notice or compensation. It is agreed that all personal information collected during the course of the Contest may be transferred to the U.S.A. for the purposes set forth herein. For information about how your personal information is managed, please see <http://www.hardrock.com/privacy/privacy.aspx>.
18. **DISPUTES:** Except where prohibited, each Band and each Band Member agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate Federal or state courts located in the State of Florida, USA.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will any Band or Band Member be permitted to obtain awards for, and each Band and Band Member hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses against any of the Contest Entities. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of each Band, Band Member and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.
19. **RULES/WINNERS LIST:** To view the most up-to-date version of the Official Rules or obtain a list of the winners, please visit www.hardrock.com/viva or email customer_care@hardrock.com and request Viva Rock Latino 2019 Official Rules or Winners List. Please specify "Rules" or "Winners List". The winner's list will be available on or about November 11, 2019.
20. **SPONSOR:** Hard Rock Cafe International (USA), Inc., 5701 Stirling Road, Davie, FL 32835 U.S.A. ("Sponsor").
21. **CONTEST ADMINISTRATOR:** Infrared, 3585 Hayden Avenue, Culver City, California, 90232 U.S.A.