

**“#SickDanceContest” Contest
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS CONTEST. THE CONTEST AND ALL ENTRIES ARE SUBJECT TO ALL FEDERAL AND STATE LAWS AND REGULATIONS. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH ANY SOCIAL MEDIA PLATFORM, INCLUDING WITHOUT LIMITATION TIKTOK, YOUTUBE AND INSTAGRAM FROM META (“SOCIAL MEDIA PLATFORM(S)”).

All dancers under the age of 18 must complete the minor consent waiver provided at <https://avadellapietra.dancecompgenie.com>

The “#SickDanceContest” Contest (the “Contest”) is intended for legal residents of the United States of America (“USA”) only and shall only be construed and evaluated according to USA law and applicable state law. Do not enter this Contest if you are not a USA resident or otherwise ineligible in accordance with these Official Rules at the time of entry. The Contest is sponsored by Avadon Music LLC c/o Brick & Patel LLP 600 Fifth Ave. 14th FL, New York, NY 10020 (the “Sponsor”).

ELIGIBILITY: The Contest is open to entrants who are ten (10) years of age or older and who are legal residents of the USA (the “Entrants”).

NOTE: Entrants under age 18 will need to have their parent/legal guardian complete and sign a Parental Participation Approval form (available in the Dance Genie registration portal <https://avadellapietra.dancecompgenie.com>) in order to submit their entry.

The Sponsor, DanceGenie (the “Administrator”), Ava Della Pietra, their respective parent companies, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing (collectively with the Social Media Platforms, the “Released Parties”), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Contest. Non-eligibility or non-compliance with any of these Official Rules will result in immediate and retroactive disqualification. **Void where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also

include the Entrants who are deemed the Winners (as defined below)).

AGREEMENT TO OFFICIAL RULES: By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Contest. Winning a Prize (defined below) is contingent upon fulfilling all requirements set forth herein.

TIMING: The Contest will be defined by the two (2) following time periods:

1. The Submission Period (“Submission Period”) - 12:01 a.m. EST on February 26, 2024, through May 7th, 2024, at 11:59 p.m. EST

2. The Judging Period (“Judging Period”) - 12:01 p.m. EST on May 7th, 2024, through 11:59 a.m. EST on May 21st, 2024.

The Sponsor’s database clock is the official time-keeping device for the Contest.

HOW TO ENTER: During the Submission Period, Entrants can enter the Contest by visiting the Sponsor’s website at <https://avadellapietra.dancecompgenie.com> (the “Website”). At the Website, an Entrant must complete the online registration form by providing their first name, last name, email address, zip code, dance studio name (if applicable), choreographer’s name, number of dancers in performance, and name of dancers in performance as well as t-shirt size for potential prizing. All dancers must provide information as required by the registration form.

Entrants must enter whichever applies: on behalf of themselves as choreographer and/or dancer if they are an individual; or, on behalf of the choreographer and dancers if they are a group that is not associated with a studio; or, as a studio, enter on behalf of the studio, choreographer and all of the dancers in the video.

- To complete the Contest entry process, Entrants must provide a dance video submission as described below. Submissions must use the audio of “sick” by Ava Della Pietra and include at least thirty (30) seconds of audio to qualify. Entrants can use any part of the audio as long as it is at least thirty (30) seconds or longer. Method of submission will depend on the age of the Entrant: For Entrants where all participants are thirteen (13) years of age or older, videos must be submitted via a TikTok, YouTube, or Instagram post as well as be submitted via the DanceCompGenie portal <https://avadellapietra.dancecompgenie.com> . All video submissions posted via a Social Media platform must include the following promotional hashtag in order to be eligible, #SickDanceContest.

- For Entrants with participants under thirteen (13) years of age, videos must be uploaded directly at the DanceCompGenie Portal <https://avadellapietra.dancecompgenie.com> . These Entrants will also be required to have their parent/legal guardian complete Parental Participation Approval form prior to submission.

By completing the Contest registration form and properly submitting a video as described above, an Entrant will receive one (1) Contest entry. Individual dancers, groups and studios/schools/teams can enter but limit one (1) entry per Entrant.

The dance studio needs to be an accredited studio in order to win the studio prize. If an individual wins who is not associated with an accredited studio, this cash amount will not be awarded.

If it is a joint studio effort, the studio can be awarded the choreographer prize. If it is a group/team effort, up to eight (8) dancers max may enter. A dancer can also win as choreographer but only one (1) person per dance can win as choreographer.

The Released Parties are not responsible for late, incomplete, delayed, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned except as provided herein. By entering the Contest and providing their contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information for the purpose of Contest execution. All information submitted by Entrants will be treated according to Sponsor's Privacy Policy, available at <https://www.avadellapietra.com/privacy>. By entering the Contest and providing their contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

ENTRY REQUIREMENTS/RESTRICTIONS: Once submitted, an entry cannot be deleted, canceled, or modified. In order to be eligible, entries must actually be received by Sponsor during the Submission Period. Entries received by Sponsor before the start of the Submission Period or after the end of the Submission Period will be discarded and deemed VOID. Entrant's submission of an entry constitutes their representation of eligibility, consent to participate in Contest, and consent for Sponsor to obtain, use, and transfer an Entrant's name(s) and other information for the purpose of Contest administration or any other purpose deemed necessary by Sponsor.

Entrants represent and warrant that their submitted entry is the original work of the Entrant, has not been previously published, has not won previous awards, and does not

infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property, or other rights of any person or entity and must have been created in a legal and safe manner. If the entry contains any material or elements that are not owned by the Entrant or provided by the Sponsor, and/or are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness releases for any person who appears in or is identifiable in the entry. By submitting an entry, an Entrant warrants and represents that he or she, AS WELL AS ALL PARTIES INVOLVED WITH THE CREATION OF THE DANCE VIDEO, consent to the submission and use of the entry in the Contest. The Entrant agrees to defend, indemnify, and hold harmless the Released Parties for and from any and all claims of inappropriate use/misuse of intellectual property, copyright infringement, trademark infringement, invasion of privacy, or any other type of claim for misuse of any portion of the content of the entry.

By submitting an entry, each Entrant: 1) irrevocably grants Sponsor a royalty-free non-exclusive license throughout the world to use, re-use, copy, publish, republish in whole or in part, edit, add to, modify, and rearrange the entry in whatever media, including without limitation edit, rearrange, and/or copy the entry for use in the Contest or for Ava Della Pietra and her brand, without further permission, consideration or payment to the Entrant, except where prohibited; 2) warrants and represents that the entry is entirely the original creation/work of the Entrant and that use of the entry as described herein will not violate any law or infringe upon the rights, title, claim or interest of any third party; and 3) certify that Entrant is the creator and sole copyright owner of the entry.

Entries may not contain any image or depiction of the following: (i) materials which include or constitute trademarks, trade names or copyrighted works created or owned by any person or entity other than Entrant or for which the Entrant has obtained owner's written permission to use (Sponsor's discretion); (ii) materials bearing profanities, or bearing the name or likeness of any celebrity, living or dead (with the exception of Ava Della Pietra); (iii) materials which contain visible identifiable or potentially identifiable information, including but not limited to, phone numbers, website links, street addresses, email addresses or license plate numbers; (iv) inappropriate behavior for a general audience; (v) any depiction of real or simulated sexual acts; (vi) violence in any form; (vii) materials which violate anyone's reasonable privacy expectations, violate any known agreement, or which are defamatory in nature; (viii) materials which are derogatory to Sponsor, or any affiliated entity or person; (ix) materials which are discriminatory based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference; (x) materials in which any person identifiably appears unless Entrant has obtained an appropriate written release from such person granting

all rights required herein; and, (xi) materials which do not comply with all other requirements in these Official Rules. Entries that do not conform to these guidelines will be disqualified. Sponsor reserves the right to reject or disqualify any entry which Sponsor, in its sole and absolute discretion, determines to be inconsistent with the letter or spirit of the Official Rules or potentially damaging to its, the Contest's, or another's image or reputation.

GENERAL CONDITIONS: If for any reason the operation or administration of this Contest is impaired or incapable of running as planned for any reason, including but not limited to: (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. The Sponsor further reserves the right to suspend or cancel this Contest for any reason whatsoever in its sole discretion.

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

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Contest, Entrants

agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Contest; (c) printing errors; (d) errors in the administration of the Contest or the processing of entries; (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt of the Prizes (defined below) or (f) infringement or alleged infringement of a third party's intellectual property rights or similarly proprietary rights. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in the Contest. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney fees. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. **For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute.**

Except as expressly provided above, IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS CONTEST OR ARISING OUT OF PARTICIPATION IN THIS CONTEST OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses, or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Contest or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of a Prize. Released Parties are not liable in the event that any portion of the Contest is canceled or delayed due to weather,

fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE USA ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

WINNER DETERMINATION/NOTIFICATION: Following the conclusion of the Submission Period, the Sponsor will commence the Judging Period of the Contest. During the Judging Period, each entry will be reviewed by a qualified judge or panel of judges appointed by the Sponsor. Each entry will be judged based on the clear relationship between the submission and the following criteria:

- o Choreography (40%)
- o Technique (15%)
- o Showmanship (25%)
- o Originality (20%)

Based on the judge's scoring, four (4) potential Grand Prize Winners will be selected. One potential Winner will be from all entries submitted from Entrants under age 13 as a solo entrant. One potential Winner will be from all entries submitted from Entrants under the age 13 as a group entrant. One potential Winner will be from all entries submitted from Entrants ages 13+ as a solo entrant. One potential Winner will be from all entries submitted from Entrants ages 13+ as a group entrant. The judges' decisions are final and binding. The potential Winners will be contacted by the Sponsor via phone and/or email.

NOTE: IF A SELECTED WINNER IS LESS THAN THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE (IN MOST STATES, 18 YEARS OF AGE) AT THE TIME OF SELECTION, THE WINNER'S PARENT/LEGAL GUARDIAN MUST ACCEPT THE PRIZE ON MINOR'S BEHALF. IF A SELECTED WINNER IS LESS THAN THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE AT THE TIME OF SELECTION, ALL REFERENCE'S BELOW TO THE PRIZE AND WINNER WILL BE DIRECTED AT THE SELECTED WINNER'S PARENT/LEGAL GUARDIAN.

PRIZES & PRIZE CONDITIONS: There will be four (4) Prizes available. Each Grand Prize Winner (“Winner”), upon the Administrator’s verification of eligibility, will receive the following:

- The winning studio will win \$1,000 cash as a scholarship (if the winning entry is associated with a studio). If an individual wins who is not associated with an accredited studio, this cash amount will not be awarded. The dance studio needs to be an accredited studio in order to win the studio prize.
- A cash prize of \$500 will be awarded to the choreographer of the winning dance. If it was a joint studio effort, the studio can be awarded the choreographer prize but only one (1) choreographer per dance will win for each of the four categories (under 13 and 13+/group and solo).
- A \$250 cash prize will be awarded per dancer (up to 8 dancers max). A dancer can also win as choreographer but only one (1) person per dance can win as choreographer.

(collectively, the “Prize” or “Grand Prize”)

Prize ARV - \$1,750. TOTAL PRIZE POOL - \$3,500. All other expenses associated with Prize acceptance or usage not specifically defined herein are the responsibility of the Winners. No transfer or substitution of the Prize will be permitted, except by the Sponsor, who reserves the right at its sole discretion to substitute a Prize with another prize of equal or greater value.

By accepting the Prize, the Winners agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the Prize. The Winners will be responsible for all local, state, and federal taxes associated with the receipt of the Prize. The Winners are solely responsible for responsible relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential Winner cannot be reached or does not comply with notification instructions within three (3) business days from the first notification attempt, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor’s sole discretion, an alternate Winner may be selected.

By accepting a Prize, where permitted by law, the Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor’s request), the right to print, publish,

broadcast, and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, likeness, and/or biographical information for advertising, trade, and promotional purposes without further payment or additional consideration, and without review, approval or notification. The Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact, or in law, relative to the Prize.

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's, province's, or jurisdiction's laws. By participating in the Contest, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a court within the State of New York; (iii) 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 will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, attorneys' fees and related expenses, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision set forth herein. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Contest and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by the Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision

herein. The rights and obligations hereunder may not be assigned by the Entrants, whether by operation of law or otherwise, without the prior written consent of the Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

WINNERS LIST REQUEST: To request confirmation of the first name, last initial, city, and state of each Winner, please send a self-addressed, stamped business envelope, by April 30, 2025, to ASC/VS/Avadon Music Contest Winners List Request, [NEED NEW ADDRESS.](#)