

Overdrive-Red Eye Radio's
Trucker Talent Search

OFFICIAL RULES AND REGULATIONS

NO PURCHASE OR ENTRY FEE NECESSARY TO ENTER, PARTICIPATE OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR ANY OTHER SOCIAL MEDIA SITE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. DESCRIPTION: Trucker Talent Search (the "Contest") is a singing performance contest. The Contest begins on Wednesday, Jan. 27, 2021, and will culminate with a virtual finals event in June 2021. Entries will be accepted Jan. 29, 2021, through March 28, 2021 (the "Contest Entry Period"). The winner of the Contest will be selected by a panel of judges, as described in Section 4 below.
2. SPONSOR: Randall-Reilly, LLC, 3200 Rice Mine Road NE, Tuscaloosa, AL 35406. Sponsor reserves the right to modify, suspend, extend or cancel the Contest (with or without notice) at any time in Sponsor's sole discretion and may, but is not required to, substitute another contest in its place. Sponsor further reserves the right to amend or change these official rules and conditions of entry (the "Official Rules") at any time, in Sponsor's sole discretion.
3. ELIGIBILITY: This Contest is open only to legal residents of the fifty (50) United States and Washington D.C. who are eighteen (18) years of age or older as of the date of entry and who are working drivers with a valid commercial driver's license in the state of the contestant's residence. Employees, directors, officers, agents, representatives and their immediate family members (including spouses, siblings, parents and children) and household members (whether related or not) of Sponsor, *Overdrive* magazine, Red Eye Radio or any of their respective parent companies, subsidiaries, affiliates, agents and companies involved in the design, implementation and execution of the Contest (the "Contest Entities") are not eligible to participate in this Contest. The Contest is subject to applicable federal, state and local laws and regulations and is void wherever prohibited or restricted by law.
4. AGREEMENT TO OFFICIAL RULES: By entering the Contest, you fully and unconditionally agree to be bound by and accept all terms of these Official Rules and the decisions of Sponsor (including decisions with respect to the selection of winners and the interpretation of these Official Rules), which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER: Each entry consists of an entry form, including a request for a YouTube video link for a video recorded within the two years previous to entry. To enter, visit TruckerTalentSearch.com and complete the online entry form and follow the onscreen instructions. All entry forms must be submitted by March 28, 2021, in order to enter the Contest. You must provide all information requested in the entry form and a video link of yourself performing in order to participate in the Contest. All entries become the property of

Sponsor and will not be acknowledged or returned. By submitting your entry, you agree that that Sponsor, in its sole discretion, may remove your entry and disqualify you from the Contest if it believes, in its sole and absolute discretion, that your entry fails to conform to these Official Rules or it determines the entry to be inappropriate for any other reason. Sponsor further reserves the right to use any information submitted by any entrant in any form of media whatsoever without compensation, including as more specifically described in these Official Rules. Only those entries physically received prior to the end of the Contest Entry Period will be eligible to participate in the Contest. All times are measured by Sponsor's clock. Proof of sending is not proof of receipt; screen shots or confirming emails will not be accepted as proof of receipt. LIMIT ONE (1) ENTRY PER PERSON/PER EMAIL ADDRESS. By entering the Contest, entrants agree to receive *Overdrive* magazine's digital newsletter via e-mail. Entrants who do not wish to receive e-mails from *Overdrive* magazine may opt out upon receipt of the first email or any email thereafter by following the opt-out instructions provided therein. To enter and participate in the Contest, you must comply with the following process:

- a. SIGNING UP: During the Contest Entry Period, complete the online entry form as described above. By clicking submit, you confirm that you are a driver with a valid commercial driver's license and have not previously been a (top three) Finalist in the contest.
 - b. TOP THREE FINALIST SELECTION AND SELECTION CRITERIA: A panel of judges will select the top three contestants, who will compete for first place by recording a new song for a virtual event that will be held in June 2021 (tentatively, date subject to change). The contest winner (the "Grand Prize Winner") will be selected by a panel of judges, determined by Sponsor in its sole discretion. The panel of judges will judge the contestant's live performances based on the following criteria: (i) stage presence, (ii) singing ability and (iii) relevance and interest of the finalist's musical abilities to *Overdrive* magazine readers. In order to be selected as one of the Finalists, the contestant must, upon request, be available to record a brand new contest video, adhering to the technical guidelines specified by *Overdrive* magazine.
 - c. The Finalists will not be reimbursed for any recording-related costs incurred when they record the requisite new video for the virtual finals. *Overdrive* will not ask for studio-quality recordings but does expect, if agreeing to be a finalist, the finalist has access to Internet for uploading their video, owns a camera capable of high-resolution video recording, and owns any tracks or instruments they would like to use to accompany their voice. A cappella recordings are accepted.
5. REPRESENTATIONS AND WARRANTIES: By submitting an entry in the Contest, entrant represents and warrants that (a) entrant's entry is created solely by entrant and that the exercise of the rights granted by entrant to Sponsor shall not infringe on the rights of any third party; (b) the entry, or any portion thereof, has not been entered in any other promotion or contest and is not subject to any lien or encumbrance; (c) entrant has the full and exclusive right, power and authority to submit the entry, and to grant Sponsor and Sponsor's designees the right to present any portion of the entry to the public, without further compensation; (d) no rights in any portion of the entry have been previously granted to any other person, firm, corporation or entity; (e) the entry does not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement; (f) the entry does not contain any brand names,

advertising logos or trademarks; (g) if someone other than the entrant appear in the entrant's video or photograph, the entrant prior to submitting the video or photograph, must have obtained permission and release to use such person's image in any and all media throughout the world without compensation and to assign this right of use to Sponsor; (h) the entry does not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous; and (i) the entry does not and will not violate the Official Rules or any applicable federal, state or local laws or regulations. Entrant hereby agrees to indemnify Sponsor and the Released Entities (as defined in Section 11 below) and any licensee of Sponsor against all claims, damages, liabilities and expenses (including attorneys' fees and legal expenses) arising out of any breach or alleged breach of these representations and warranties.

Sponsor reserves the right to disqualify any entry at any time in the event Sponsor determines, in its sole and absolute discretion, that the entry is offensive, inappropriate, not in keeping with Sponsor's or the Contest Entities' images, or that an entrant has not otherwise complied with these Official Rules.

6. LICENSE TO USE ENTRY: All entries will become the exclusive property of Sponsor, and no entry will be acknowledged or returned. Submitting an entry constitutes entrant's consent to give Sponsor and Sponsor's designees a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display the entrant's entry in whole or in part, including the entrant's photograph, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, for any lawful purpose, including without limitation for advertising, promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to Sponsor to use the entry. Without limiting the foregoing, Sponsor and its designees have the right to post any or all of the entries, including entrants' photographs, on Sponsor's or its designees' websites and social media sites; posting any such entry is in no way indicative that the entry will be selected as a finalist or winner of the Contest.

7. PRIZES: The Grand Prize Winner will receive a featured story in *Overdrive* magazine and a studio recording session (the "Grand Prize"). The studio will be chosen by *Overdrive* magazine and a \$500 stipend will be provided to offset travel to the recording, but the Grand Prize Winner will be responsible for arranging travel and accommodation for the studio session and any costs that exceed the stipend. The session must be completed by Jan. 31, 2022, and by participating in the Contest, participants understand they must, upon request and for the purposes of the contest finale, be available to record a brand new contest video, adhering to the technical guidelines specified by *Overdrive* magazine. Approximate Retail Value ("APR") of Grand Prize: TBD.

No prizes are provided to the other two Finalists in the contest.

8. WINNER NOTIFICATION: The three (3) Finalists selected after the submissions period ends must complete, sign and return an Affidavit of Eligibility, Liability and Publicity Release and Talent Release and must agree to submit relevant information for a background check. If the Finalist fails to give their background check information within 24 hours or fails

to return the signed documents within 7 days from the date of notification, he or she will be disqualified and Sponsor may, but is not required to, select an alternate Finalist. The Finalist may also be disqualified if the Sponsor decides the Finalist's background check results would mean the Finalist would not be a good representative of the Contest or the Sponsor. The Finalists must record a new video for the virtual The Great American Trucking Show event. The Grand Prize Winner selected from the virtual Final Round will be notified by within a reasonable time after the end of the Final Round, not to exceed thirty (30) days. If the Grand Prize Winner: (i) cannot be contacted within five (5) calendar days of first notification attempt, (ii) rejects his or her Grand Prize, or (iii) fails to comply with these Official Rules, the Grand Prize will be forfeited and the Sponsor may, but is not required to, select an alternate Grand Prize Winner. Acceptance of any prize shall constitute and signify the winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Entry and/or prize information for any lawful purpose, including without limitation, for promotional, advertising or marketing purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, the Finalists and Grand Prize Winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to such person's entry and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the right to use any or all of the entry for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. The Finalists and the Grand Prize Winner accept and acknowledge that Sponsor shall not be obligated to use such person's entry and that Sponsor in its sole discretion shall have the right to refrain from using all or any portion of the entry. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder.

9. PRIZE CONDITIONS: No prize may be exchanged for cash, transferred, or assigned by the Grand Prize Winner. Sponsor reserves the right to substitute a prize of the same approximate retail value. Sponsor will report Grand Prize winnings to the appropriate agencies as required by applicable law. The Grand Prize Winner will be required to submit valid identification to the Sponsor and to execute any tax filings or other documentation the Sponsor deems necessary to properly award such prizes. Failure to comply with these requirements may result in disqualification. Any applicable federal, state or local taxes and any other incidental expenses or costs incurred in connection with or incidental to receipt or use of the Grand Prize, including but not limited to taxes, tips, gratuity, ground transportation, meals, service charges or any other service or item not specifically described in Section 7 above, are the sole responsibility of the Grand Prize Winner, and Sponsor and the Contest Entities shall not be responsible or liable for expenses or charges incurred by the Grand Prize Winner in connection with the receipt or use of the Grand Prize. The Grand Prize shall be awarded "as is" with no guarantees or warranties, either express or implied. Sponsor makes no representations or warranties in connection with the Contest and the Grand Prize and expressly disclaims all warranties and rights implied by statute or otherwise, including warranties of merchantability and fitness for a particular purpose, to the maximum extent permitted by law. The Grand Prize Winner will be required to complete, sign, notarize and return an affidavit of eligibility, a liability release and a publicity release (where lawful)

within the time period indicated on the prize notification, and failure to comply with such requirement will result in forfeiture of the prizes, with an alternate Grand Prize Winner being selected as described herein. Sponsor is not responsible for and shall not be liable if the Grand Prize is declined or undeliverable. The failure of Sponsor or the Contest Entities to comply with any provision of these Official Rules due to an act of God, act of terrorism, hurricane, war, fire, riot, earthquake, act of public enemies, actions of governmental authorities outside of the control of such parties (excepting compliance with applicable codes or regulations) or other force majeure events will not be considered a breach of these Official Rules.

10. **PUBLICITY AND PRIVACY:** By entering the Contest, each entrant consents to the use of the entrant's name, city, state, likeness, picture, portrait, voice, biographical and personal background information, entry, prize information and image for purposes of advertising, marketing and promoting Sponsor and Sponsor's designees without compensation or further consent or notification, except where prohibited by law. Information collected from entrants through the Contest is provided to Sponsor and is subject to the privacy policy located at <http://www.randallreilly.com/about-us/randall-reilly-privacy-policy>. By entering the Contest, you agree to the use of your personal information as described in such privacy policy.
11. **RELEASE OF LIABILITY:** By entering this Contest, each entrant forever discharges and releases Sponsor, Contest Entities and Facebook, together with their respective parent companies, subsidiaries, affiliates, and each of their respective directors, officers, members, shareholders, employees, representatives, agents, successors and assigns (collectively, the "Released Entities") from any and all liability, claims, causes of action, suits, and demands of any kind whatsoever arising from or in connection with the Contest, including, without limitation, responsibility for property damage, loss of life, or personal injury resulting from or in connection with participating in the Contest or from or in connection with use or receipt of the Grand Prize, however caused. To the fullest extent permitted by law, the Grand Prize Winner shall indemnify and hold harmless the Released Entities from any claims or damages for bodily injury, sickness, disease or death or from any claims for damage to tangible property. This indemnification shall extend to claims resulting from use of the Finalist Prizes and Grand Prize and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of the Grand Prize user or owner.
12. **ADDITIONAL ENTRY RULES:** Entries must be filled out completely and legibly in order to qualify, and will be void if they are, in whole or in part, incomplete, illegible, damaged, irregular, counterfeit, altered, or obtained through theft or fraud. No mechanically reproduced, software-generated or other automated multiple entries are permitted. Sponsor is not responsible for lost, late, illegible, misdirected or mutilated entries, including due to transmission, technical, and/or network failures of any kind, including, without limitation, malfunctioning of any hardware or software (whether originating with sender or Sponsor), telephonic failures, human error, or any other error or malfunction. For online entries, the authorized account holder of the e-mail address submitted at time of entry will be considered the entrant. An "authorized account holder" shall mean the natural person assigned to such e-mail account by the Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with such e-mail account. A potential

winner may be requested to provide proof that he or she is the authorized account holder of the e-mail address associated with a winning entry.

Entrants agree not to upload post or transmit any materials which contain any computer viruses, Easter eggs, worms, Trojan Horses or other harmful component or programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Any attempt to deliberately damage any web site or undermine the operation of the Contest is a violation of criminal and civil laws, and Sponsor reserves the right to seek damages from any person who makes such attempt(s).

Entry materials that have been tampered with or altered are void. Any questions regarding the number of entries submitted by an individual or the authorized account holder of an e-mail address shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the contest.

Any driver who has previously been a Finalist of the Contest is not eligible to enter again.

13. **DISPUTES; APPLICABLE LAW:** All entrants, the Grand Prize Winner agree that any and all disputes, claims and causes of action arising out of or in connection with this Contest, or any prize awarded or the determination of the Grand Prize Winner, which cannot be resolved between the parties, shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then in effect. Further, in any such dispute, under no circumstances will entrants, the Grand Prize Winner be permitted to obtain awards for, and each entrant, Grand Prize Winner hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, including attorneys' fees, other than entrant's, the Grand Prize Winner's actual out-of-pocket expenses incurred by participation in the Contest, and each entrant and Grand Prize Winner further waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of the entrants, the Grand Prize Winner, Sponsor, Contest Entities and the Released Entities in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of North Carolina or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of North Carolina. All entrants and the Prize Winner consent to the jurisdiction and venue of the courts located within Mecklenburg County, North Carolina.
14. **WINNER'S LIST:** To obtain a copy of a winner's list via mail, please mail your request, together with a self-addressed, stamped envelope, to: Randall-Reilly, LLC, Corporate Headquarters, 3200 Rice Mine Road NE, Tuscaloosa, AL 35406, Attn: Overdrive Trucker Talent Search. Requests received after October 25, 2021, will not be honored.

THIS CONTEST IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK OR ANY OTHER FORM OF SOCIAL MEDIA. BY ENTERING

THE CONTEST, YOU AGREE TO RELEASE FACEBOOK AND ANY OTHER FORM OF SOCIAL MEDIA FROM ANY POTENTIAL LIABILITY IN CONNECTION WITH YOUR ENTRY AND PARTICIPATION IN THE CONTEST.