

# OFFICIAL RULES – Fort Myers Miracle Baseball – NATIONAL ANTHEM AUDITIONS

## Miracle Baseball-National Anthem Auditions

### Official Contest Rules

#### 1. Name of Sponsor & Administrator

Miracle Baseball – (“Sponsor” and/or “Administrator”)

#### 2. Eligibility

Open to participants of any age who do not have a current music recording contract or who are not otherwise under any legal obligation to refrain from participating in the contest.

Any individuals, employees, family members and/or affiliates or subsidiaries of Miracle Baseball or any organization responsible for sponsoring, fulfilling, administering, advertising or promoting the contest and immediate family members and household members are NOT eligible to participate. “Immediate family members” shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. “Household members” shall mean people who share the same residence at least three (3) months a year.

Any entrant under the age of 18 will be required to have a parent or legal guardian present during auditions and performances.

#### 3. How and When to Enter.

##### **NO PURCHASE NECESSARY.**

To enter entrants must complete a registration form with their name, address, city, state, email address, contact phone number, and date of birth. Upon successfully entering, Entrant must also complete the additional registration forms which include Photography/Video Release, Hold Harmless Agreement and Parental Release and a copy of the Official Rules acknowledging acceptance.

Registration forms will be available at the Miromar Outlets Mall Office located in Suite 199 at 10801 Corkscrew Road Estero, FL 33928 or by emailing Christine Nanio at [cnanio@miromar.com](mailto:cnanio@miromar.com).

#### 4. Audition Process; How and When Winners will be selected.

Auditions will be held at Miromar Outlets, in front of Bloomingdale’s The Outlets Store on Saturday January 12, 2019 from 1 p.m. to 3 p.m.

The audition process shall consist of each Entrant performing the National Anthem a cappella style. Performances must be no more than 2 minutes in length. Entrants will be judged by a panel of qualified judges. Entries will be judged based on: vocal ability, stage presence and overall appeal. Upon completion of the audition process, contestants will be contacted on whether they will be asked to perform at a Minnesota Twins Spring Training Game or Fort Myers Miracle Game.

#### 5. Releases.

By participating, entrants agree to be bound by these official rules and the decisions of the Sponsor/Administrator, which shall be final in all respects. By participating in this contest and accepting any prize they may win, entrants agree to release Fort Myers Miracle Baseball, its parent, subsidiary, affiliated and successor companies, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the “Released Parties”) from any and all actions, claims, injury, loss of damage arising in any manner, directly or indirectly, from participation in this contest. Any additional costs related to the prize that are incurred as a result of acceptance of the prize are the sole responsibility of the winner.

Entrants authorize the Released Parties to use their name, voice, likeness in programming or promotional material for use in Miracle Baseball print, online and video-based marketing materials, without further compensation unless prohibited by

law. Sponsor is not obligated to use any of the above mentioned material but may do so and may edit such material, at Sponsor's sole discretion, without further obligation or compensation.

**6. Miscellaneous; Winners' List.**

All federal, state and local laws and regulations apply to the auditions.

Sponsor/Administrator reserves the right, in its sole discretion, to disqualify any individual and to cancel, terminate, modify and/or suspend any or all of the auditions for any or no reason.

For the names of the prize winners, send a self-addressed, stamped envelope to Miracle Baseball, 14400 Six Mile Cypress, Fort Myers, Florida 33912 within thirty (30) days of January 12, 2019.

**CONTEST RULES ACKNOWLEDGEMENT**

I have thoroughly read and understand all the contest rules set forth above. I agree to follow all Miracle Baseball-National Anthem rules stated above, directions and instruction in all matters relating to the audition, which rules are subject to change at Sponsor's sole discretion.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Entrant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PHOTOGRAPHY/VIDEO RELEASE, PARENTAL RELEASE, AND HOLD HARMLESS AGREEMENT**

I, the undersigned, authorize and consent to Miromar Outlet West, LLC, Miromar Outlet East, LLC and Miromar Development Corporation’s (“Miromar”) publication of photographs and/or video taken on or about January 12, 2019 as part of the National Anthem Auditions held at the Miromar Outlets located at 10801 Corkscrew Road in Estero, Florida of myself and/or the minor child or children listed below and to use our names and likenesses, for use in Miromar Outlets print, online and video-based marketing materials.

I release and hold Miromar harmless from any reasonable expectation of privacy or confidentiality for myself and/or the minor child and children listed below and associated with the images specified above. Further, I attest that I am the parent or legal guardian of the minor child or children listed below and I have full authority to consent and authorize Miromar to use my/our/their likenesses and names.

I further acknowledge that participation in the contest is voluntary and that, neither I, the minor child or children will receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials and other Miromar publications. I acknowledge and agree that publication of the photos confers to me or my children any rights of ownership or royalties whatsoever.

I and/or the minor child or children waive all claims we may have against Miromar, release and hold Miromar Outlet East, LLC, Miromar Outlet West, LLC and Miromar Development Corporation and all its subsidiaries, its agents or employees harmless against any and all claims, suits, actions or liabilities costs, damages to any person or property arising out of or from any incident, accident or occurrence on or about the Miromar property while participating in the audition. I and/or the minor child or children agree to protect, defend, and hold Miromar harmless and indemnify Miromar from and against any and all claims, liabilities, and costs of whatever nature (including reasonable attorney’s fees and costs) arising out of the audition or related to injuries to any person, including death or damage or loss to any property occurring in or about the Miromar property related to or arising out of the audition.

**Authorization:**

**Parent or Legal Guardian:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Date: \_\_\_\_\_

**Minor Child/Children Authorization**

Relationship to Children: \_\_\_\_\_

**Names and Ages of Minor Children:**

Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_