

Picking for the Prize Guitar Contest and Martin Guitar Giveaway

hosted at IBMA World of Bluegrass

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

PROMOTION DESCRIPTION: Picking for the Prize Guitar Contest and The Martin Guitars Guitar Giveaway (the “**Contest**”) hosted at IBMA World of Bluegrass® (the “**Event**”) by designated Artist in Residence, Hayes Griffin (the “Artist in Residence”), begins on June 1, 2024 at 12:00:00 a.m. Eastern Time (“**ET**”) and ends on September 27, 2024 at 11:59:59 p.m. ET (the “**Promotion Period**”) once the official five finalists compete at The Raleigh Convention Center during IBMA World of Bluegrass® event in Raleigh, North Carolina.

Entrants understand and agree that their entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of International Bluegrass Music Association 4206 Gallatin Pike Nashville, TN 37216 (“**Sponsor**”), which shall be final and binding in all respects. The Contest is in no way sponsored, endorsed or administered by, or associated with, Meta Platforms, Inc., Instagram, or YouTube.

ELIGIBILITY: Open only to legal U.S. residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years old or older as of the time of entry. Officers, directors, and employees of Sponsor and C.F. Martin & Co. and their parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively, the “**Promotion Entities**”), and each of their immediate family members and/or people living in the same household and anyone performing at 2024 IBMA World of Bluegrass® Conference and Festival in Raleigh, North Carolina (the “**Event**”) are NOT eligible to enter the Contest or win a prize. This Contest is void where prohibited.

HOW TO ENTER: To enter, from June 1, 2024 at 12:00:00 a.m. ET to August 1, 2024 at 11:59:59 p.m. ET (the “**Entry Period**”), an entrant must submit one (1) video of themselves, that is no longer than three (3) minutes in duration, performing one traditional bluegrass fiddle tune on acoustic guitar played acoustically and using a flatpick (the “**Submission**”). The entrant must submit their video and application through the form on www.pickingfortheprize.com. The entrant may also post their submission via Instagram or YouTube with the hashtag: #pickingfortheprize and tag @intbluegrass, @martinguitar and @hayesgriffin. Vocal songs, original composition fiddle tunes, or modern fiddle tunes will be disqualified. The Submission must include the entire instrument within frame. If any edits, cuts, pick-syncing, or speed-ramping is detected the entry will be disqualified. **Limit one (1) entry per person.**

Finalists must be able to travel at their own expense to the Event to participate in the final round of the competition on September 27, 2024 at 10:30 am (the “**Finalist Selection Event**”). No travel or lodging costs or arrangements are included as part of the Contest or final prize.

GENERAL CONDITIONS OF ENTRY: Entries must be received during the Entry Period. No exceptions allowed. Artist in Residence is the official timekeeper for the Contest. All entry information and materials become the property of Sponsor and will not be acknowledged or returned. Proof of sending information to Sponsor is not considered proof of delivery to or receipt

by Sponsor of such entry. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in connection with the Contest will be used in accordance with Sponsor's online privacy policy, located at <https://worldofbluegrass.org/pickingfortheprize/>. Any communication of information transmitted to Sponsor by e-mail or otherwise is and will be treated as non-confidential and non-proprietary.

ENTRANT'S GRANT OF RIGHTS: The entrant owns all rights in and to his or her Submission. However, Sponsor must have the entrant's permission and license to use the Submission. Accordingly, by entering a Submission in connection with the Contest, the entrant hereby (i) grants to Sponsor and C.F. Martin & Co. and their affiliates, and their respective successors and assigns, permission and a license to reproduce, modify, perform, display, distribute, and otherwise use the Submission in any media, including, without limitation, on Sponsor's website(s) and social media pages and in promotion, advertising, and publicity for the Submission, Contest C.F. Martin & Co. or Sponsor; and (ii) agrees to sign all further documents respecting the Submission requested by Sponsor, including any further permission or license, in order for Sponsor to use the Submission as contemplated in these Official Rules. For clarity, Sponsor has the right, but not the obligation, to use any Submission.

PRIZES: Grand Prize: Martin Custom Herringbone 28-style Dreadnought acoustic guitar (Approximate Retail Value ("ARV"): \$6,450]), one (1) custom Calton case (up to \$1870 ARV), one (1) festival pass and (1) guaranteed entry to the Walnut Valley Association National Flat Pick Guitar Championship 2025 in Winfield, Kansas, one (1) PaigePro Capo (\$230 ARV), one guitar lesson (\$75 ARV) and social media video with Hayes Griffin, one (1) year subscription one (1) year ToneSlab sponsorship (\$1000 ARV), one (1) three-year subscription to Strum Machine, one (1) Conference pass for World of Bluegrass 2025 (\$250 ARV), and the opportunity to play a song or short set, as time allows, after the announcement of the Grand Prize winner and presentation of the guitar, on Friday, September 27, 2024 on the Workshop Stage at the World of Bluegrass® Event. The prize does not include any travel expenses or arrangements or lodging.

First runner up: World of Bluegrass merch prize pack (\$50 ARV) and one (1) conference pass for World of Bluegrass 2025 (\$250 ARV), one (1) Calton gear case (up to \$600 ARV), one (1) Paige Retro capo (\$180 ARV), three (3) ToneSlab guitar picks (\$105 ARV), a one-year subscription to Strum Machine, and one (1) Conference pass for World of Bluegrass 2025 (\$250 ARV).

The three (3) remaining Finalists will receive a Martin swag bag (\$75 ARV), a Paige Klik 6-string Guitar Capo (\$72 ARV), and a one-year subscription to Strum Machine. From ToneSlab: 4th runner up receives one (1) pick (\$35 ARV), 3rd runner up receives two (2) picks (\$35/ea, \$70), and 2nd runner up receives three (3) picks (\$35 ea, \$150).

GENERAL PRIZE CONDITIONS: Prizes are subject to the terms and conditions issued thereon and imposed by issuer. No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. **EACH PRIZE WINNER SHALL BE SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE AND/OR LOCAL TAXES, AND THE REPORTING CONSEQUENCES THEREOF, AND FOR ANY OTHER FEES OR COSTS**

ASSOCIATED WITH THE APPLICABLE PRIZE. ALL PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

WINNER SELECTION: On or about August 15, five (5) finalists will be selected and announced by Artist in Residence and Team at their sole and absolute discretion from among all eligible entries received during the Promotion Period based on the Judging Criteria. The five (5) finalists will perform live and in person and be judged at the **Finalist Selection Event** to determine the top two (2) performances as Grand Prize Winner and First Runner Up Winner. Finalists can perform the same traditional tune they initially submitted online or they can choose a different traditional fiddle tune to perform.

The following are the “**Judging Criteria**”:

- 40 pts – Composition: The judges will assess the arrangement based on factors such as its level of difficulty, uniqueness, and overall musicality. Your arrangement should be original. Plagiarism will not be entertained.
- 40 pts – Execution: The judges will be attentively listening for the cleanliness and grace of the music performance, observing how each note is executed with precision and how smoothly the musical phrases transition within the composition.
- 20 pts – Impression: The judges are seeking a profound comprehension of music and a demonstrated mastery of your instrument during your performance. It is important to remember to exhibit a diverse range of techniques, whether they are specific to the guitar, related to composition, or encompass other musical aspects.

The Judging Criteria are to be applied in the sole professional discretion of Artist in Residence and Team; each entrant agrees to be bound by and not challenge the final decisions of said team. All results of the selection are final and binding, subject to these Official Rules. In the event a winning entry is discovered to be invalid for any reason whatsoever or the person who submitted the winning entry fails to comply with these Official Rules prior to delivery of the prize, the prize may be forfeited and awarded to an alternate winner. No more than the advertised number of prizes will be awarded.

DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS: Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Entry in the Contest constitutes entrant’s permission for the Promotion Entities to use entrant’s name, photograph, likeness, voice, biographical information, statements, and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities, Meta, and YouTube (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants’ acceptance, receipt, possession and/or use or misuse of any prize, and (B) have

not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

NO OBLIGATION TO USE: Artist in Residence Team shall have no obligation (express or implied) to use any Submission or any materials or content created by the entrant (the "**Materials**"), or to otherwise exploit any Submission or Materials or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission or Materials for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TENNESSEE 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 LAWS. FOR THE PURPOSES OF ANY DISPUTES HEREUNDER, BY ENTERING THIS CONTEST, EACH ENTRANT AGREES THAT SUBJECT TO THE ARBITRATION CLAUSE BELOW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTEST SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE APPROPRIATE STATE OR FEDERAL COURT SITUATED IN DAVIDSON COUNTY, TENNESSEE.

ARBITRATION PROVISION: By participating in this Contest, entrant agrees that any and all controversies, claims, counterclaims or other disputes entrant may have with, or claims entrant may have against the Promotion Entities relating to, arising out of or connected in any way with (a) the Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate (a "**Claim**"), will be resolved exclusively by final and binding arbitration in accordance with the Rules of the American Arbitration Association ("**AAA Rules**").

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT ENTRANT OR SPONSOR WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section will continue in full force and effect. No waiver of any provision of this Section of these Official Rules will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of these Official Rules. This Section of these Official Rules will survive the termination of your relationship with Sponsor.

WINNER'S LIST/OFFICIAL RULES: To obtain any legally-required winners list (after the conclusion of the Contest) or a copy of these Official Rules, send a self-addressed envelope with the proper postage affixed to: International Blue Grass Music Association 4206 Gallatin Pike, Nashville, TN 37216.

Please specify "Martin Guitars Winners List" or "Official Rules" and the name of the Contest in your request.