

## Official Rules

### Contest Overview

The improv4humans Contest (the “Contest”) is a nationwide improv comedy contest. The Contest will involve teams of three or four contestants (each, a “Team”) performing in regional competitions at improv comedy clubs for a chance to advance to the national competition. The Contest will consist of three rounds: a regional round (the “Regional Round”), which will be held at various improv theaters around the country (the “Regional Sites”) and will last from approximately January 16, 2017 through February 28, 2017; a national round (the “National Round”), which will involve the submission of videos online and will last from approximately March 1, 2017 through March 15, 2017; and a final round (the “Final Round”), which will involve the submission of a final, taped improv performance and will last from approximately March 16, 2017 through March 31, 2017.

### Eligibility

In order to be eligible to participate in the Contest, each member of a Team (each, a “Team Member”) must be at least 18 years old or the age of majority in Team Member’s state of residence, whichever is older, and a legal resident of one of the 50 United States or the District of Columbia. Employees, officers, and directors (and their immediate family members or household members) of The E.W. Scripps Company (“Sponsor”), which is the owner and operator of Earwolf, and of its parents, affiliates, and subsidiaries and of any entity associated with the development or administration of this Contest are not eligible to participate. “Immediate family members” means siblings, parents, children, grandchildren, and grandparents). “Household members” means those people who share the same residence at least three months a year. Team Members may not be: (a) represented under a music recording contract (e.g., by a talent agent or manager or record label) at any time since January 1, 2017; (b) subject to an acting, modeling or any other contract that would prohibit, impair or trigger any payment in connection with her appearance in the Video or Finalist Video (defined below), or otherwise result in a breach or violation of such contract or a violation of any third-party rights; or (c) under any other contractual relationship, including but not limited to any guild or union memberships, that would in any way limit or impair Sponsor’s ability to display or use her Video, Finalist Video, name, likeness or any work that she has created for the Contest in any media, in perpetuity on a royalty-free basis, without any payment or fee obligations of any kind

### Regional Round

Regional Sites and the dates and times for Regional Round events at each Regional Site will be determined by February 28, 2017 and announced on [Contest4improv4humans.com](http://Contest4improv4humans.com).

Any number of teams can enroll at each Regional Site, at the discretion of the Regional Site. During the Regional Round each Team at a Regional Site will be asked to give an improv comedy performance. The performance must follow the improv4humans form and involve all Team Members; this form consists of three scenes, each prompted by a one word suggestion from the audience (the members of the Team must not know the word in advance), followed by a discussion of that suggestion that leads into the scene, with performers sitting at a table throughout (the “improv4humans Form”). The performance must be approximately 20 minutes long (no less than 15 minutes and no more than 25 minutes) and must be captured on videotape (the “Video”). Each Video must comply with the Rules for Videos and Video Submission set forth below. A panel of judges designated by the Regional Site will select the potential Regional Site winner (the “Regional Site Winner”) based on creativity, spontaneity, humor, teamwork, and adherence to the improv4humans Form. All Team Members on the

potential Regional Site Winner may be required to present to Sponsor valid photo identification, proof of age, residency, signed affidavit or declaration of eligibility, liability release, publicity release, tax forms and/or other legal documents signed by each Team Member. If so, any required identification and signed documents must be presented to Sponsor at the conclusion of the Regional Round event. If (a) any potential Regional Site Winner Team Member fails to satisfy any eligibility or verification requirement herein, (b) any potential Regional Site Winner Team Member fails to provide required documents or identification by the deadline established by Sponsor, or (c) any Finalist Team Member is otherwise determined to be ineligible, Sponsor in its discretion may disqualify that potential Regional Site Winner and an alternate potential Regional Site Winner may be designated as the next leading Team in the judges' selection. Upon signature of the Release by every Team Member on the Team and verification of each Team Member's eligibility, that Team will be designated the Regional Site Winner and will advance to the National Round.

## **National Round**

The Regional Site Winners will compete in the National Round. In order to compete in the National Round, the Regional Site Winners must post their Videos to any online video hosting site by no later than 11:59 PM ET on March 1, 2017 and send a link to the Video to [contest4improv4humans@gmail.com](mailto:contest4improv4humans@gmail.com) by that deadline. The Team member who submits the Video must include in the email the names, ages, and home addresses of all of the Team members. On or about March 5, 2017, a panel of judges designated by Sponsor will select the top three Videos based on creativity, spontaneity, humor, teamwork, and adherence to the improv4humans Form, and the Teams that submitted those Videos will be named "Finalists." Sponsor will attempt to notify the three Finalists by attempting to contact the Team Member who submitted an entry on behalf of the Finalist Team. That Team Member must respond within 48 hours of initial notification attempt. Failure to do so may result in disqualification, in which case Sponsor may select an alternate Finalist, time permitting, by applying the criteria set forth above to the remaining, non-winning Regional Site Winners' Videos. On or around March 15, 2017, Sponsor will announce the three Finalists.

## **Final Round**

The three Finalists must return to the Regional Site at which they taped their original Video by no later than April 1, 2017 to perform a one-hour improv comedy show (the "Finalist Show"). The Finalist Show must include at least three scenes. The performance must follow improv4humans Form and involve all Team Members. The Finalists must also videotape the Finalist Show. Each Finalist must select the video of the best half hour of the Finalist Show (the "Finalist Video"). The Finalist Video must include at least three scenes, and each scene must be complete, i.e., no partial scenes. The deadline to submit the Finalist Video is April 1, 2017 at 11:59 PM ET. In order to submit the Finalist Video, a member of the Finalist Team must post the Finalist Video to any online video hosting site and send a link to the Video to [contest4improv4humans@gmail.com](mailto:contest4improv4humans@gmail.com) by the submission deadline. The Team member who submits the Finalist Video must include in the email the names, ages, and home addresses of all of the Finalist Team members. Each Finalist Video must comply with the Rules for Videos and Video Submission set forth below. A panel of judges designated by the Sponsor will select the top Finalist based on creativity, spontaneity, humor, teamwork, and adherence to the improv4humans Form, and that Finalist will be designated the winner (the "Winning Team"). Sponsor will attempt to contact the Team Member who submitted the Winning Team's entry by phone and/or email by April 15, 2017. That Team Member must respond within 48 hours of initial notification attempt. Failure to do so may result in disqualification, in which case Sponsor may select an alternate Winning Team, time permitting, by applying the criteria set forth above to the remaining, non-winning Finalist Videos. On or around April 15, 2017, Sponsor will announce the winner.

## Rules for Videos and Video Submission

- Video/Finalist Video must be in English or subtitled in English.
- Content in the Video/Finalist Video must be: 1) entirely original, created and performed by the Team Members; 2) works in the public domain; and/or 3) content that allows royalty-free use of the material with no restrictions on use by the Team or Sponsor.
- Other than the members of the Team, no one else may appear in or provide voiceover for the Video/Finalist Video.
- If a non-Team member participates in the creation of the Video/Finalist Video, the Team must secure all rights necessary from the non-Team member to submit the Video/Finalist Video in the Contest and to grant the rights in the Video/Finalist Video provided for herein. The Team must be prepared to certify in writing that it has done so.
- Video/Finalist Video content must not defame or disparage any individuals, companies, organizations or institutions, and Video/Finalist Video must not infringe any third party's rights.
- Video/Finalist Video must not include personally identifiable information, such as an individual's name, address, phone number, or email address.
- Sponsor reserves the right to disqualify any Video/Finalist Video at any time if it deems the Video/Finalist Video to be in poor taste or based on noncompliance with these Official Rules.

## Prize

Each Team Member on the Winning Team will receive a three-day, two-night trip for one to New York City for the 2017 Del Close Marathon in June, 2017 and the opportunity to perform as a team at the Del Close Marathon (one performance with the Team only and one performance with the Team and Matt Besser). Trip consists of: economy-class roundtrip airfare for each Team Member from major airport nearest Team Member's home in the 50 United States or DC (or round-trip train fare from train station nearest Team Member's home if Team Member lives within 100 miles of New York City); one standard hotel room for each Team Member for two nights, room and tax only; and one Performer Pass for each Team Member for the Del Close Marathon. ARV of each Team Member's prize: \$1200. Total ARV of Winning Team prize is \$4800 (assuming four Team Members per Winning Team). There is no value to the opportunity to perform at the Del Close Marathon, and, if it does not occur for any reason, no alternate prize will be awarded. Each Team Member is responsible for any federal, state and/or local taxes resulting from acceptance of the prize. Prize is nontransferable and not assignable. No substitutions or cash redemptions, except at the sole discretion of the Sponsor. If a prize cannot be awarded because of circumstances beyond the Sponsor's control, a substitute prize of equal or greater retail value will be awarded; provided, however, that if prize is awarded but unclaimed/forfeited by recipient, the prize will be deemed forfeited and void and will not be awarded, except in the Sponsor's sole discretion.

Actual value of trip prizes may vary based on airfare fluctuations and distance between departure and destination. If actual ARV is less than stated ARV, difference in prize value will not be awarded. If Team Member is unable to travel on designated dates, that portion of prize will not be awarded. Flights and accommodations subject to availability. If airfare or train fare is not used, no alternate prize will be awarded. Certain restrictions, blackout dates and holiday exclusions may apply other than stated herein. All travel must be completed on the days designated by the Sponsor. Team Member is solely responsible for obtaining valid U.S. passports (if required) and any other required travel documents, including, but not limited to, acceptable photo identification. Team Member may be required to present a valid, major credit card upon check in at hotel for incidentals. Any costs or expenses not specified above

as part of prize description, including without limitation, additional air transportation and accommodations, additional ground transportation, meals, tips, gratuities, beverages, sightseeing, souvenirs, excursions, additional baggage fees, incidentals and personal items are not included. Team Members are solely responsible for obtaining any travel insurance (and all other forms of insurance, including, but not limited to, collision and liability automobile insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

## **General Terms and Conditions**

- By entering the Contest, each Team Member accepts and agrees to be bound by these Official Rules.
- Sponsor assumes no responsibility for failed computer transmissions or any other technical failures.
- By submitting a Video/Finalist Video, each Team Member grants to the Sponsor a world-wide, perpetual, non-revocable, fully sub-licensable, royalty-free license to publish his/her Video/Finalist Video as well as derivative works based thereon, through all media, now known or hereafter devised, in any manner related to the Contest, without prior notice, approval or compensation. Team Members otherwise will retain all rights to their respective Video/Finalist Video.
- Each Team Member gives and grants to Sponsor and its agents and licensees, successors and assigns the irrevocable right to use, and publish Team Member's name, voice, photograph, video images, likeness, and biographical data as set forth in the entry, in whole or in part, in any and all media now known or hereafter developed throughout the world in perpetuity.
- Each Team Member acknowledges that Sponsor may make recordings, pictures, videos or images of each Team Member separate from the entry, for example, in publicity releases announcing Regional Site Winners, Finalists, or the Winning Team. Each Team Member acknowledges and agrees that all right, title, and interest, including the copyright and publications rights in and to any recordings, pictures, videos or images taken of Team Member by the Sponsor or any derivatives thereof, are solely owned by the Sponsor.
- Team Member warrants and represents that this license does not in any way conflict with any existing commitment on Team Member's part and that the Team has received all permissions from individuals appearing in the Video/Finalist Video or involved in any way in the creation of the Video/Finalist Video to grant the rights provided for herein. Team Member further warrants and represents that the Video/Finalist Video has not been previously published, that the Video/Finalist Video has not previously won any awards, that the Video/Finalist Video complies with the submission requirements set forth above, and that the Video/Finalist Video was shot in a Regional Round or Final Round.
- Team Member warrants and represents the use of the Video/Finalist Video by the Sponsor and its agents, licensees, successors or assigns as provided for herein will not violate the rights of any third parties. If there is any claim that the Video/Finalist Video does violate the rights of any third party, Team Member hereby agrees to indemnify and hold harmless the Sponsor and its officers, directors, employees, agents and their respective licensees, successors and assigns, from any and all such claims, demands, actions, damages, costs and expenses (including attorney's fees).
- Upon entry into the Contest, each Team Member releases the Sponsor and its agents, licensees, successors or assigns and all of their officers, directors, and employees from any and all liability with respect to or in any way arising from

- this Contest and/or acceptance or use/misuse of the prize, including but not limited to liability for personal injury, bodily injury including wrongful death or disability, damage to property, and damage or loss of any other kind.
- Sponsor reserves the right to disqualify any individual from further participation in the Contest and disqualify that individual's Team if Sponsor concludes, in its sole discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Contest, (b) has disregarded or has attempted to circumvent these Official Rules, or (c) has acted toward Sponsor, or any other Team Member in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules. The Sponsor will not be responsible for cheating or fraud by any of the Team Members.
  - All decisions by Sponsor with regard to this Contest are final. If there is any dispute regarding compliance with any aspect of these Official Rules, Sponsor may consider in its sole discretion data and technology reasonably available through its own systems to investigate such dispute, but will not be obligated to review any information submitted by third parties. Any and all disputes that cannot be resolved with the Sponsor, and causes of action arising out of or connected with this Contest, must be resolved individually, without resort to any form of class action, before a court of competent jurisdiction located in Ohio, which court will apply the laws of the state of Ohio without regard for rules of conflicts of law. IN ANY SUCH DISPUTE, ENTRANTS WILL NOT BE ENTITLED TO ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, OR ANY DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES (IF ANY) ASSOCIATED WITH PARTICIPATING IN THE CONTEST. ENTRANTS HEREBY WAIVE ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you.
  - If there is any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Contest-related materials, including but not limited to the Promotion entry forms, or the point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules govern.

## **Sponsor**

The Contest Sponsor is The E.W. Scripps Company, 312 Walnut St., Cincinnati, OH 45202, the owner and operator of Earwolf.

## **Abbreviated Rules**

Contest involves teams of 3 or 4 contestants performing in regional competitions at improv comedy clubs for chance to advance to national competition. Team members must be at least 18+ or age of majority in team member's state of residence, whichever is older, & legal resident of 50 US or DC. Regional sites & dates & times for regional round events will be determined by 1/17 & announced on Contest4improv4humans.com. Regional sites will pick teams to give improv comedy performances & regional site judges will select regional winners who must post video of performance online & send link to video to contest4improv4humans@gmail.com by no later than 11:59 PM ET on 3/1/17. Judges will select 3 finalists who must return by 3/15/17 to regional site to perform another improv show. Finalists must post video of performance online & send link to video to contest4improv4humans@gmail.com by no later than 11:59 PM ET on 4/1/17. Judges will

select regional winners, finalists & national winner based on creativity, spontaneity, humor, teamwork & adherence to improv4humans form. Winning team prize: 3-day, 2-night trip for each member of winning team to New York for 2017 Del Close Marathon. ARV of each trip: \$1200. Full rules at [contest4improv4humans.com](http://contest4improv4humans.com). Sponsor: The E.W. Scripps Company, 312 Walnut St., Cincinnati, OH 45202, the owner and operator of Earwolf.