

NBC13 HD ALABAMA'S GOT TALENT CONTEST - OFFICIAL RULES

1. NO PURCHASE IS NECESSARY TO ENTER OR WIN.

INTRODUCTION

2. NBC13 HD Alabama's Got Talent Contest ("the Contest") is sponsored by Media General, Inc. d/b/a Birmingham Broadcasting LLC ("WVTM/NBC13 HD"), Virginia Samford Theatre, and the Riverchase Galleria (collectively "Sponsors"). Contest is administered by WVTM/NBC13 HD. The geographic scope of this promotion is the United States. Contest is subject to all federal, state and local laws. Void where prohibited by law.
3. All potential Contestants should read all of the information below for eligibility rules, requirements of participation and an explanation of what the winning acts will receive as part of the Grand Prize. Contestants must be willing, among other things, to:
 - a. Assume full responsibility for all costs, travel, hotel and other expenses associated with participating in this Contest or any related auditions;
 - b. Provide all information required in the entry forms and other paperwork outlined below;
 - c. Perform your Act at the Open Auditions at the Riverchase Galleria in Birmingham, Alabama on January 23, 2010;
 - d. If selected as a Finalist, perform your Act at the Virginia Samford Theatre during the weekend of February 5, 2010; and
 - e. If selected as a Grand Prize Winner, attend the "America's Got Talent" regional audition at America's Mart, Building 2 West, 240 Peachtree Street, Atlanta, GA 30303, on Saturday, February 20 or Sunday February 21, 2010.
4. Limit one (1) entry per person per day. By entering, participants agree to be bound by these Official Rules and by the decisions of WVTM/NBC13 HD and judges, whose decisions are final. Failure to comply with these Official Rules may result in disqualification. WVTM/NBC13 HD reserves the right to disqualify any person it believes has intentionally violated these rules. The requirements detailed in these Official Rules cannot be waived or changed except by WVTM/NBC13 HD, and entrants who cannot perform these requirements or make the necessary time commitment should not register to participate.
5. Contest begins on January 23, 2010 and ends on February 5, 2010. Deadline for entries is January 23, 2010 at 6:00 p.m. Eastern Time ("ET")

6. Contest consists of three (3) stages, which are described in more detail below:
 - a. Pre-registration (optional) – Ends January 22, 2010 at 11:59 p.m. ET.
 - b. Open Auditions to select Finalists - Riverchase Galleria, Birmingham, Alabama 35244 – January 23, 2010
 - c. Grand Prize Auditions –Virginia Samford Theatre at Caldwell Park, 1116 26th Street South, Birmingham, Alabama, the weekend of February 5, 2010

ELIGIBILITY

7. To enter, you must satisfy each of the following eligibility requirements as of the date of entry:
 - a. You must have reached the age of majority in your state of residence or you must have the consent of a parent or legal guardian (see below for additional requirements for minors);
 - b. You must be a U.S. citizen or a legal permanent resident of the U.S. or you must possess a current legal visa allowing you to see employment freely in the U.S. (i.e., not merely a visa that allows you to work for one particular employer); and
 - c. You must not be an employee of any of the Sponsors, or of their affiliates, subsidiaries, distributors, suppliers, franchisees, advertisers, promoters, or agents, or a member of the immediate families (defined as spouse, parents, siblings or children) of the employees of any of these.

PRIZES

8. Grand Prizes (2): A cash prize of \$1,000 and a guaranteed audition with the casting producer of “America’s Got Talent” Season Five Television Show at America's Mart, Building 2 West, 240 Peachtree Street, Atlanta, GA 30303, currently scheduled for Saturday, February 20 or Sunday February 21, 2010. Approximate Retail Value: \$1,000.

PRIZE RESTRICTIONS

9. Winner(s) must sign an Affidavit of Eligibility, Waiver of Liability and, where legal, a Publicity Release in the form furnished by WVTM/NBC13 HD. The winning act will be required to sign other documents, including tax documents.
10. All details of all prizes shall be at WVTM/NBC13 HD’s sole discretion. Winner assumes sole responsibility for all costs associated with the prizes not explicitly

outlined above, including without limitation all travel and lodging expenses to and from any auditions, as well as any federal, state and local taxes.

11. Prizes are not redeemable for cash and may not be sold or bartered. Prizes may not be transferred or substituted except that WVTM/NBC13 HD in its discretion may substitute a prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced.
12. Any portion of any prize not used by any winner is forfeit and no cash substitute will be offered or permitted. All prizes being offered are provided "as is" with no warranty or guarantee either express or implied by Sponsors. Sponsors have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply.

PRE-REGISTRATION

13. Pre-registration for the open auditions is optional and onsite registration will be available on the day of open auditions. However, open auditions on January 23, 2010 will be conducted on a first come first served basis, with preference given to those who registered in advance, so you are encouraged to register in advance. You may register in advance for the open auditions as follows:
 - a. Online: If you are 13 or older, you may pre-register online by going to www.nbc13.com web site and enter the Keyword: TALENT. Complete the "Alabama's Got Talent" Registration Form. The form asks for your name, address, phone number, email address and includes a text box for you to describe your act.
 - b. Via Telephone: You may register by telephone by calling WVTM/NBC13 HD's marketing department at 205-558-7280 during regular business hours, Monday through Friday, and providing the following information: name, address, phone number, email address, and a brief description of your act.
14. If you pre-register for the Contest online, the information that you provide in connection with the Contest may be used by WVTM/NBC13 HD in accordance with its Privacy Policy, which is found at www.nbc13.com and which may be updated from time to time.

OPEN AUDITIONS

15. Open auditions will be conducted on Saturday, January 23, 2010 from 10:00 a.m. to 6:00 p.m. at the Riverchase Galleria in Birmingham, Alabama. As noted above, open auditions will be conducted on a first-come, first served basis, with preference given to those entrants who have preregistered.
16. Minors: If you are under the age of majority in your state of residence, you must either:
- a. Be accompanied to any audition(s) by a parent or legal guardian; or
 - b. Be accompanied by another adult who has been specifically designated by your parent or legal guardian to accompany you and you must present a fully executed and notarized Guardianship and Medical Authorization for Minors form/Personal Release that authorizes that person to accompany you (these forms can be downloaded at www.nbc13.com).
17. Photo ID: All Contestants must present a government—issued photo ID in order to attend any audition. If you are a minor and you do not have a Minors CONTESTANTS AND GUESTS without a driver's license may use a school ID or acceptable substitute (such as a yearbook page that includes a printed name with photo AND a birth certificate matching the name). If the minor is too young to have any form of photo ID, then that minor's parent or guardian should present a photo ID and the child's birth certificate that includes the parent's name with the child's name on the certificate.
18. Animal Acts: All Acts with animals must arrive at each audition with additional paperwork, including proper Animal Questionnaire and immunization papers, or Producers may refuse an audition. The Animal Documentation must be completed **before the day of the audition** and paperwork can be downloaded from www.nbc13.com keyword: Talent.
19. Physical or Dangerous Stunts: If your Act contains the use of fire or the throwing of knife/sharp objects, or physically risky stunts, due to the risk of danger present with such acts, you will not be permitted to perform at the Open Auditions. However, in lieu of a live audition, you can send in a VHS tape or a DVD for receipt by WVTM/NBC13 HD no later than 6:00 p.m. ET on January 23, 2010. This does not disqualify your Act so long as your VHS tape or DVD is submitted in a timely fashion. However, if you are selected as a Grand Prize Winner, you may be required to complete and furnish additional paperwork, including medical forms completed by your physician, prior to and as condition of attending the America's Got Talent Regional Audition.

20. WVTM/NBC 13 HD reserves the right to refuse an audition to any individual or act for any reason or no reason at all, at the sole discretion of the station.
21. All participants will be required to legibly complete and bring with them to the open auditions, the following documents, which may be downloaded and printed by visiting www.nbc13.com:
- a. RELEASE AND WAIVER, AGREEMENT NOT TO SUE, AND INDEMNIFICATION AND HOLD HARMLESS AGREEMENT;
 - b. "Alabama's Got Talent" Contestant Information Sheet;
 - c. All applicants under the age of 19 years must have parents or legal guardian of such person sign a release on their behalf.
22. In addition, to be eligible for the open auditions, all participants must be present and registered at the Riverchase Galleria in Birmingham, Alabama no later than 6:00 p.m. ET on January 23, 2010. Participants who fail to provide any of the information or documentation required above will not be eligible to win.
23. Each Act is limited to ninety (90) seconds and must satisfy the guidelines, categories and other restrictions imposed by the producers of America's Got Talent. To review these guidelines, categories and restrictions, please visit <http://americasgottalentauditions.com/new/paperwork>.
24. All timely Acts will be judged by an independent panel of judges consisting of members of the Birmingham Performing Arts Community, who will select one hundred (100) Finalists using a point system based on the following criteria:
- a. Mastering of their individual/collective talent or skill; and
 - b. Stage presence.
25. After the conclusion of the Open Auditions, or within a reasonable time thereafter, WVTM/NBC13 HD will announce the Finalists. In the event of a tie, the tied Acts will be submitted to the Judges for a re-vote.
26. WVTM/NBC13 HD will contact all potential Finalists in accordance with the information supplied to WVTM/NBC13 HD on their Entry Forms. WVTM/NBC13 HD reserves the right to select fewer than one hundred (100) Finalists in the event that it receives insufficient eligible entries.

GRAND PRIZE AUDITIONS

27. On February, 5, 2010, the Finalists will perform their Acts at the Virginia Samford Theatre on the weekend of February 5, 2010 for a final judging.

28. All Finalist Acts will be judged by an independent panel of judges consisting of members of the Birmingham Performing Arts Community, who will select two (2) Grand Prize Winners using a point system based on the following criteria:
 - a. Mastering of their individual/collective talent or skill; and
 - b. Stage presence.
29. After the conclusion of the Grand Prize Auditions, or within a reasonable time thereafter, WVTM/NBC13 HD will announce the Grand Prize Winners. In the event of a tie, the tied Finalist Acts will be submitted to the Judges for a re-vote.
30. WVTM/NBC13 HD will contact all potential Grand Prize Winners in accordance with the information supplied to WVTM/NBC13 HD on their Entry Forms. WVTM/NBC13 HD reserves the right to select fewer than two (2) Grand Prize Winners in the event that there are an insufficient number of eligible Finalists at the Grand Prize Auditions.
31. Grand Prize Winners may be verified over the telephone at the time and may be asked to provide WVTM/NBC13 HD with valid identification and execute an affidavit of eligibility and, where legal, a publicity release. Acceptable identification includes a valid driver's license or other valid picture ID showing name and address. Faxes will not be accepted. Grand Prize Winners may also be required to sign other legal documents, including tax forms and a release supplied by WVTM/NBC13 HD which, among other disclaimers, releases Sponsors and a range of subsidiaries, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons from any and all liability related to this Contest and the receipt and use of the prize.
32. In the event that any potential Grand Prize Winner (a) cannot be contacted directly by WVTM/NBC13 HD within two (2) days from initial attempted notification, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, (d) or is otherwise determined to be ineligible, WVTM/NBC13 HD may in its discretion disqualify that individual and an alternate winner will be chosen from the remaining Finalists using the same selection method and criteria set forth above as soon as reasonably practicable after initial winner is determined to be ineligible. Alternate winners are subject to all eligibility requirements and restrictions of these Official Rules.

PUBLICITY RELEASE

33. By accepting a prize, Grand Prize Winners agree to award WVTM/NBC13 HD the right to publicize their names, photographs (including the use and appearance of winner's photograph on WVTM/NBC13 HD's web page), likenesses, biographical information, e-mail address, voices and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

LIMITATION OF LIABILITY/DISCLAIMER OF LIABILITY

34. Entrants agree that WVTM/NBC13 HD, Virginia Samford Theatre, the Riverchase Galleria, and any other sponsors, prize suppliers, and Contest Judges, and a range of subsidiaries, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons (hereinafter ("Released Parties")) (a) are not responsible for lost, interrupted, or unavailable network, server, or other connections, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic, or for entries that for any reason are not received by WVTM/NBC13 HD by the deadlines stated above; (b) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this contest or downloading of any software or materials; (c) are released from any and all liability related to their participation in this Contest or any auditions, or from the receipt and use or misuse of the prize; and (d) will not be responsible for the inability to select winners because of postal failure, equipment failure, or data storage failure.

MISCELLANEOUS

35. All federal, state and local laws apply. WVTM/NBC13 HD shall be entitled to interpret these rules as needed — including but not limited to rules regarding entries, selection of winners, deadlines, restrictions on prizes, and eligibility — and all of its decisions are final. By entering, participants agree to these Official Rules.
36. WVTM/NBC13 HD reserves the right to postpone or terminate the Contest or any component thereof, as determined by WVTM/NBC13 HD in its sole discretion. WVTM/NBC13 HD reserves the right to cancel, terminate or suspend this Contest or any part of this Contest should any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or other causes beyond its control, corrupt or impair the security, administration, fairness and/or operation of this Contest as determined by WVTM/NBC13 HD in its sole discretion, at which time, WVTM/NBC13 HD will determine the winners from among all non-suspect eligible entries received at the time of the Contest termination using the same selection method and criteria set forth above.
37. WVTM/NBC13 HD reserves the right to prohibit any entrant from participating in the Contest if, at its sole discretion, WVTM/NBC13 HD finds such entrant to be tampering with the entry process or the operation of the Contest, or if such entrant repeatedly shows a disregard for, or attempts to circumvent, these Rules, or acts: (a) in a manner WVTM/NBC13 HD determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other entrant or Sponsors; or (c) in any other disruptive manner. Any person attempting to defraud or tamper with this Contest in any way will be ineligible for prizes and may be prosecuted to the full

extent of the law. Any failure by the WVTM/NBC13 HD to enforce any of these Rules shall not constitute a waiver of such Rules.

38. Sponsors are not responsible for telecommunications, network, electronic, technical or computer failures of any kind, for inaccurate transcription of entry information, for errors in any promotional or marketing materials, for errors in these rules, for any human or electronic error, including but not limited to the administration of this Contest or the Grand Prize, or for Application Materials, that are stolen, misdirected, mutilated, illegible, garbled, delayed by computer transmissions, lost, late, damaged, unviewable (with respect to the Video) or postage due.
39. Caution: Any attempt by an entrant or any other individual to deliberately damage any online service or web site or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, WVTM/NBC13 HD reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law.
40. WVTM/NBC13 HD reserves the right to correct typographical or clerical errors in any contest-related materials. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, WVTM/NBC13 HD reserves the right to award only the stated number of prizes by selecting the Winners from all legitimate, un-awarded, eligible prize claims in accordance with the previously announced selection criteria.

DISPUTES

41. By entering the Contest, entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
42. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and WVTM/NBC13 HD in connection with the

Contest, shall be governed by, and construed in accordance with the laws of the State of Alabama, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Alabama. Any legal proceedings arising out of this Contest or relating to these rules shall be instituted only in the federal or state courts located in the State of Alabama, County of Jefferson and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

WINNERS' LIST/OFFICIAL RULES COPY

43. For a copy of the Official Rules or the Winners' List, visit www.nbc13.com or mail a SASE to: "WVTM/NBC13 HD Alabama's Got Talent" c/o WVTM/NBC13 HD, 1732 Valley View Drive, Birmingham, AL 35209, specifying either "Winners' List Request" or "Official Rules Request." Winners' List will be available after February 15, 2010. Vermont residents may omit return postage.