



## COMPETITION RULES

### FIDELITY FUTURESTAGE MUSIC COMPETITION - HOUSTON PRESENTED BY FIDELITY INVESTMENTS

#### OFFICIAL RULES

No purchase necessary to enter or win. Applications for the competition will be accepted beginning Tuesday, February 10, 2010 and ending Friday, March 12, 2010 at 5:00 pm

#### 1. ELIGIBILITY

The competition is open to full-time students in good standing in grades 9–12 attending any public high school whose address is located in the City of Houston, Texas. Entrants must be legal U.S. residents or in the process of obtaining citizenship and must be between 13 and 19 years of age as of February 10, 2010. Entrants must be instrumental musicians and/or vocalists. Employees, officers, board members, and independent contractors (and their immediate families (parent, child, spouse, or sibling and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related) of FMR LLC (a/k/a Fidelity Investments) ("Sponsor"); or; Houston Symphony Society, ("Competition Partner"); and their respective parent companies, affiliates, subsidiaries, and advertising and promotion agencies are not eligible to participate in this competition. This competition is void where prohibited or restricted by law and is subject to all applicable federal, state and local laws and regulations.

By entering this competition, an entrant (and, if a minor, his or her parents or legal guardians) agrees to be bound by these Official Rules and the decisions of the judges and/or Sponsor, which are binding and final on all matters relating to this competition.

#### 2. HOW TO ENTER

Application forms are available on [www.futurestage.com](http://www.futurestage.com) or by contacting Francine Schiffman Lumia at 713-238-1458 or [francine.schiffman@houstonsymphony.org](mailto:francine.schiffman@houstonsymphony.org).

To enter, submit a completed application form together with an audio-video copy of your performance act in DVD, VHS or mini DVD format (no other formats will be accepted), to: Houston Symphony, attn: Francine Schiffman Lumia, 615 Louisiana, Suite 102, Houston, Texas 77002. Applications may be submitted by mail or delivered in person.

ALL ENTRIES MUST BE RECEIVED BY 5:00 PM (ET) ON FRIDAY, MARCH 12, 2010. Sponsor, Competition Partner and judges are not responsible for late, lost, damaged, postage-due, incorrect, or misdirected entries.

Each performance act must be either a solo performance or a group performance consisting of no more than (5) five performers. If an entry involves a group performance, each performer must meet the eligibility requirements for this competition and for the purposes of this competition, each performer will be considered to be an "entrant" and the group performance will be considered to be a single entry. There is a limit of one (1) entry per student (whether as a solo performer or as part of a group). If more than one entry is received from, or involves, the same student, only the first entry received from, or that involves, that student will be judged and the other entries will be disqualified. Illegible, incomplete or altered entry forms, as well as any entries that Sponsor or any of the Competition Partner discovers to be false or fraudulent, will be disqualified.

Performance acts must be instrumental or vocal musical performances. Each performance act must not be longer than (5) five minutes in duration. Performance acts that involve lip-synching, miming or other mimicking of a vocal or instrumental performance will be disqualified.

Performance acts must be in keeping with the Sponsor's and Competition Partner's respective images, and may not be offensive or inappropriate, as determined by the Sponsor and Competition Partner in their sole discretion. Sponsor and Competition Partner reserve the right to disqualify an entry if they determine, in their sole discretion, the entry to be offensive, inappropriate, not in keeping with their image or otherwise not in compliance with these Official Rules. Copies of the performance acts that are submitted by entrants in this competition shall become the exclusive property of the Sponsor and will not be returned. By submitting an application, the entrant (and, if minor, his or her parents or legal guardians) grants to each of Sponsor and each Competition Partner an irrevocable, worldwide, fully paid, royalty-free license to copy, edit, modify, display, publish, perform and otherwise exploit in any manner the audition performance (in whole or in part) as well as all subsequent elements associated with the competition, including but not limited to the live audition, rehearsal process and/or live performance in all media now known or hereafter discovered, without further approval of or payment to the entrant and/or parent or legal guardian. Entrants will not receive any monetary compensation at any stage of this competition, including but not limited to any live audition, rehearsal or on-stage performance (other than the Grand Prize that is awarded to the Grand Prize Winner).

### **3. SELECTION OF WINNERS**

All eligible entries received by Sponsor will be judged by a panel of expert judges. There will be two (2) judging rounds. In the first round, the performance act submitted with each eligible entry will be judged to determine the top twenty (20) submissions (the "Finalist Entries"). In the final round, each entrant of a Finalist Entry (a "Finalist") will perform a live audition at Jones Hall (located at 615 Louisiana in Houston, TX) on Saturday, April 10, 2010 and the live auditions will be judged by a second panel of expert judges to determine the four (4) Winning Performances. At the discretion of Fidelity FutureStage, a fifth Winning Performance may also be selected. Each entrant who performs a Winning Performance (whether as a solo performer or as part of a group) will be a Grand Prize Winner.

Performances will be judged as follows. Each act will be awarded a plus (enhanced the performance), a minus (detracted from the performance), a zero (made no difference) or a N/A (not applicable) for each of the following performance elements: tone/timbre, rhythm/pulse/feel, ensemble/blending, articulation/diction, improvisation, presentation, stage presence/deportment and audience/judging panel interaction. Based on these criteria - judges would assign a total score out of one hundred (one being lowest and one-hundred the highest). In the event of a tie, the performance with the highest score for presentation will prevail. In the event of a further tie in such score, the tie will be broken in such manner not involving chance as the judges may determine in their sole discretion. All decisions of the judges are final and binding on all matters relating to this competition.

The first round of judging is expected to be completed by March 19, 2010. Fidelity FutureStage and the Competition Partner reserve the right to change the dates associated with the judging activities or the concert or rehearsals that are part of the Grand Prize, or substitute another venue for the live auditions or for the concert or rehearsals that are part of the Grand Prize, due to circumstances outside of their control.

Each Finalist Act will be required to have an adult mentor ("Mentor") who is either a teacher (of music or any other subject) or administrator at the entrant's high school, a private music instructor, or an



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administrator or staff member of a local community, music or arts organization. As part of the Participation Agreement, the Finalist will need to provide the Mentor's name, contact information (telephone number and email address), school or music/arts organization affiliation and relationship to the student. In addition, the Finalist's Mentor must sign the Finalist's Participation Agreement.

NOTE: If a Finalist (including any entrant in a group performance that is selected as a Finalist Entry) is not available to (1) participate in the live auditions at Jones Hall scheduled for Saturday, April 10, 2010, (2) participate and work with the Houston Symphony team to rehearse their act at times set by Fidelity FutureStage and Competition Partner in their sole discretion between Tuesday, April 27 2010 and Wednesday, June 30, 2010 at Jones Hall (or such other venue as may be substituted by Sponsor or the Competition Partner), and (3) participate in the Houston Symphony concert at Jones Hall scheduled for Wednesday, June 30, 2010 and the rehearsals for such concert, such Finalist and his or her Finalist Entry will be disqualified and Fidelity FutureStage may, but is not obligated to, select the entry with the next highest points from among all remaining entries as a replacement Finalist Entry.

If any Grand Prize winner is determined to be ineligible or declines the opportunity to participate in Grand Prize activities, that Grand Prize Winner will be disqualified and Sponsor may, but is not obligated to, select the Finalist Entry with the next-highest points from among all remaining Finalist Entries as a replacement Grand Prize Winner.

Each Finalist will be notified by phone and will be required to sign (and if a Finalist is a minor, the Finalist's parents or legal guardian will also be required to sign) a Participation Agreement, an affidavit of eligibility, a liability release, and, where lawful, a publicity release and deliver such signed documents to Fidelity FutureStage in advance of the live audition on Saturday, April 10, 2010. See "Participation Agreement and Releases" below for additional information about these documents. If such documents are not returned to Sponsor by the date specified above, if a Finalist cannot be contacted at the telephone number specified on the entry form, or if a Finalist or Grand Prize Winner is not in compliance with these Official Rules, the prize(s) to be awarded to such entrant will be forfeited and, at Sponsor and Competition Partner's discretion, an alternate Finalist or Grand Prize Winner may be selected by the judges. Fidelity FutureStage reserves the right in its sole discretion to conduct a background check on entrants chosen as Finalists and disqualify any individual who has been charged or convicted of a crime or if the Sponsor and/or Competition Partner determine in their sole discretion that awarding a prize to such individual may reflect unfavorably on the competition or Fidelity FutureStage and/or Competition Partner.

*School-Selected Acts:* Representatives from each of the four schools listed below may each select a performance act to be entered into the competition (each of which shall be considered to be a "School-Selected Act"). Each School-Selected Act must consist of students from the school that selected such act, each student must meet the eligibility requirements set forth in these Rules, and Sponsor and/or the Competition Partner shall determine the representative(s) from each such school who will select the performance act to be entered into the competition as such school's School-Selected Act. Each of the School-Selected Acts will not be required to submit a video of its performance act, and will not be judged in the first round of judging. The schools that may submit a School-Selected Act are: S.P. Waltrip High School, North Shore Middle School, Ross Sterling High School, and Cesar E. Chavez High School. Members of a School-Selected Act are not eligible to submit a separate application in the competition (either individually or as part of a group). For the purposes of these Rules, each member of a School-Selected Act shall be considered to be an entrant.

#### 4. PRIZES

Grand Prize – Each Grand Prize Winner will be awarded a Grand Prize consisting of: (a) the opportunity for the Grand Prize Winner to perform on stage before a live audience at Jones Hall during the June 30, 2010 Houston Symphony Concert (to be eligible to participate in the concert, the Grand Prize Winner must participate in rehearsals with professional musicians at Jones Hall with two rehearsals to be announced between April 27 and June 28, and a conductor rehearsal on June 29 and dress rehearsal on June 30 at Jones Hall; (b) rehearsals with professional musicians; (c) six (6) tickets for the Grand Prize Winner's family and friends to attend the June 30 Houston Symphony concert at Jones Hall (d) professional photos of rehearsal and performance on stage at the concert; and (e) \$100 Visa Gift Card for each winning student. Approximate retail value ("ARV") of each Grand Prize: \$515. In addition, the mentor of each Grand Prize Winner will receive five (5) tickets for the mentor to attend the June 30, 2010 Houston Symphony concert at Jones Hall. Approximate retail value ("ARV") of each prize awarded to nominators: \$270. All guests of the Grand Prize Winner attending the June 30, 2010 Houston Symphony concert may be required to complete and submit a publicity release prior to the event. All such guests who are minors, as well as the Grand Prize Winner if a minor, must be accompanied at the event by a parent or legal guardian. First Prizes – Each of the entrants of an entry chosen as a Finalist Entry, and the entrant's nominator, will receive a special Fidelity FutureStage T-shirt and a certificate of participation signed by Michael Krajewski. ARV of each First Prize: \$6.

Total ARV of all prizes: \$4,356. Actual total retail value of all prizes will vary based upon the number of students in the performance acts and the total number of Grand Prizes and First Prizes awarded.

All winners are solely responsible for any applicable taxes, expenses, and costs or fees associated with acceptance and/or use of prize including, without limitation, transportation to and from events, meals, gratuities, and the like. All winners, Mentors, and their respective guests must comply with all Jones Hall rules and regulations. All prizes will be awarded, assuming sufficient number of eligible entries. Prizes are awarded "as is" with no warranty or guarantee, either express or implied, by Sponsor. Winners may not substitute, assign or transfer any prize or redeem any prize for cash, including concert tickets for the June 30 Houston Symphony concert at Jones Hall. Sponsor reserves the right, at its sole discretion, to substitute any prize (or portion thereof) with one of comparable or greater value. Winners (or, if minors, their parents or legal guardians) are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. Each Finalist (or, if minor, his or her parent or legal guardian) must provide Sponsor with his or her Social Security number or tax identification number and shall receive a federal tax reporting statement if necessary.

For the live performance during the Houston Symphony concert on June 30, 2010, a winning Finalist Act may be asked to perform alternative music selections in their current repertoire chosen by the Houston Symphony that is different than the music selection performed in their application and /or live audition for the Houston Symphony live performance on June 30, 2010. If a winning Finalist Act does not agree to perform an alternative music selection, the prize(s) to be awarded to such Grand Prize Winners will be forfeited and, at Sponsor and Competition Partner' discretion, an alternate Grand Prize Winner may be selected by the judges. Sponsor and/or the Competition Partner (or, if requested by Sponsor, the judges) will determine the order in which the Grand Prize Winners will perform during the June 30, 2010 concert. Sponsor and the Competition Partner shall have the right to approve the wardrobe of the Grand Prize Winners for the June 30, 2010 concert



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If for any reason, including but not limited to labor dispute, war, weather, acts of God or any other cause beyond their reasonable control, the live performance scheduled for June 30, 2010 is cancelled, Sponsor and Competition Partner shall have no obligation to reschedule such performance or provide the opportunity for the Grand Prize Winners to perform at an alternative live performance, and shall have no further obligation to the Grand Prize Winners, their Mentors or any other person with respect to that portion (and all related portions) of the Grand Prize or otherwise with respect to such cancellation.

### 5. PARTICIPATION AGREEMENT AND RELEASES

As described in Section 3 above, each Finalist (and, if the Finalist is a minor, the Finalist's parent or legal guardian) will be required to sign and return a Participation Agreement and the releases described in Section 3 above within the time period specified in that section. Pursuant to those documents, the Finalist will, among other things, (a) agree to comply with certain rules and procedures applicable while participating in the audition process and, if chosen as a Grand Prize Winner, the concert and other events associated with the Grand Prize, (b) acknowledge that neither the Sponsor nor any Competition Partner is obligated to have the Finalist or any student performers appear in any concerts, and that Sponsor or a Competition Partner may disqualify the Finalist from the remainder of this competition at any time and for any reason, in their sole discretion, and (c) grant the Sponsor and the Competition Partner the right to photograph, film, and record the audition process, rehearsals and the concert and other events associated with this competition, including the Grand Prize and the perpetual right to use such materials for their respective publicity, advertising and other purposes without further approval of or compensation to the Finalist or the Finalist's parents or legal guardian.

### 6. GENERAL CONDITIONS

Entrants must follow all the rules, direction, and instructions of the Sponsor and the managers of this competition. Rules and procedures are subject to change at the Sponsor and Competition Partner's sole discretion. Entrants (and, if minors, their parents or legal guardians), by participating, agree that Sponsor; Houston Symphony Society, First Night, Inc., and their respective parent companies, affiliates, subsidiaries, and advertising and promotion agencies and all their respective officers, directors, employees, board members, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries, losses or damages of any kind, including death, to persons or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this competition or any of the events awarded as prizes. Except where legally prohibited, entry into this competition and/or an entrant's acceptance of any prize constitutes permission for Sponsor and Competition Partner and their designees to use his or her name, address (city and state), photograph, voice, and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. If any entry or any aspect of the contest is, in Sponsor's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes that, in the sole opinion of Sponsor, corrupt or impair the administration, security, fairness or proper play of this competition or the submission of entries, or if for any other reason this competition is not capable of running as planned (including without limitation, technical failures or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this contest), Sponsor reserves the right at its sole discretion to cancel, suspend, modify or terminate this contest and proceed in a manner it deems fair and reasonable, which may include, at its discretion, selecting the winners from all eligible non-suspect entries received prior to such cancellation, modification or termination.



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### **WINNERS LIST**

For the names of prize winners (available after June 1, 2010), send a self-addressed, stamped envelope to Houston Symphony, attn: Francine Schiffman Lumia, 615 Louisiana, Suite 102, Houston, Texas 77002. Requests must be received by July 1, 2010. SPONSOR: FMR LLC, 82 Devonshire Street, mailzone W5A, Boston, MA 02109

### **COMPETITION PARTNER**

Houston Symphony Society, 615 Louisiana, Suite 102, Houston, Texas 77002

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