

NIL Star Singing Competition

Legal Notices & Contestant Agreements

Effective Date: April 30, 2026

Organized by: NIL TV, Inc. ("Organizer")

1. Eligibility, Age Requirement & Authority

By entering, submitting, and participating in the NIL Star Singing Competition (the "Competition"), each contestant represents and warrants that:

- They are 18 years of age or older at the time of entry. No minors are permitted to participate under any circumstances.
- They are legally eligible to participate under all applicable laws and governing rules.
- They are not restricted by any contract, institutional policy, or governing body (including NIL, school, athletic, or entertainment agreements).
- All submitted information is true, accurate, and complete.

The Organizer reserves the right to request proof of age and eligibility at any time and may immediately disqualify any contestant who fails to meet requirements.

2. Comprehensive NIL Rights, Waiver & Assignment

To the fullest extent permitted by law, each contestant irrevocably grants NIL TV, Inc. and its affiliates:

- A perpetual, worldwide, royalty-free, sublicensable, and transferable right to use their name, image, likeness, voice, performance, and biographical information.
- The right to record, edit, reproduce, distribute, publicly display, monetize, and otherwise exploit such materials in any media now known or later developed.

Contestants expressly waive:

- Any right of approval over use of their NIL content
- Any claim to additional compensation beyond expressly stated prizes
- Any moral rights or similar rights to the fullest extent permitted by law

3. Express Release of Legal Claims

By entering, submitting, or participating in the Competition, each contestant expressly and irrevocably:

- Releases, waives, and discharges NIL TV, Inc., its officers, employees, contractors, sponsors, partners, and affiliates from any and all claims, demands, causes of action, liabilities, damages, or expenses arising out of or relating to participation in the Competition.
- Agrees not to initiate, assist, or participate in any legal action against the Organizer related to participation, broadcast, or outcomes of the Competition.

4. Assumption of Risk

Contestants voluntarily assume all risks associated with participation, including but not limited to:

- Physical injury or illness
- Emotional distress or reputational impact
- Travel, lodging, rehearsal, and performance-related risks
- Actions of third parties, audiences, or media exposure

Participation is entirely voluntary.

5. Liability Waiver & Limitation of Liability

To the maximum extent permitted by law:

- Contestants fully release NIL TV, Inc. from all liability arising from participation.
- Contestants waive all claims for indirect, incidental, consequential, punitive, or exemplary damages.
- Any potential liability of the Organizer shall be strictly limited to the amount of any entry fee actually paid, if applicable.

6. Indemnification

Contestants agree to fully indemnify, defend, and hold harmless NIL TV, Inc. from any claims, damages, liabilities, or legal expenses arising from:

- Breach of these terms
- Misrepresentation or false statements
- Violation of third-party rights
- Any conduct by the contestant during participation

This includes reasonable attorneys' fees and court costs.

7. Force Majeure (Unforeseeable Events)

The Organizer shall not be liable for any failure or delay in performance due to events beyond its reasonable control, including but not limited to:

- Natural disasters (fires, floods, earthquakes)
- Acts of government or regulatory restrictions
- Pandemics or public health emergencies
- Power failures, cyberattacks, or technical disruptions
- Labor disputes or strikes
- Venue unavailability or broadcast interruption

In such cases, the Organizer may suspend, modify, reschedule, or cancel the Competition without liability.

8. Production Control & Cancellation Rights

The Organizer reserves the absolute right, in its sole discretion, to:

- Modify Competition format, schedule, or structure
- Cancel, postpone, or terminate the Competition at any stage
- Substitute venues, judges, sponsors, or broadcast platforms

No contestant shall have any claim for damages, lost opportunities, or expenses incurred as a result of cancellation or modification.

9. Arbitration Agreement & Class Action Waiver

9.1. Agreement to Arbitrate

By participating in the NIL Star Singing Competition, each contestant agrees that any and all disputes, claims, or controversies arising out of or relating to the Competition, including but not limited to participation, eligibility, disqualification, media use, prizes, or interpretation of these terms, shall be resolved exclusively through final and binding arbitration. This agreement applies to all claims whether based in contract, tort, statute, regulation, or any other legal or equitable theory.

9.2. Governing Seat and Venue

The arbitration shall be conducted with the legal seat and venue in Monmouth County, New Jersey, United States. All hearings shall take place in Monmouth County, New Jersey.

9.3. Arbitration Administrator and Rules

Arbitration shall be administered by the American Arbitration Association, under its applicable commercial arbitration rules in effect at the time the dispute is filed. The arbitrator shall be selected in accordance with those rules and shall be a licensed attorney or retired judge with experience in commercial or entertainment law.

9.4. Waiver of Court Rights

All contestants acknowledge and agree that:

- They are waiving the right to a trial by jury
- They are waiving the right to bring claims in court except as specifically allowed below
- They are waiving the right to participate in any class, collective, or representative action

9.5. Limited Court Exceptions

Notwithstanding the above, either party may bring an individual claim in a court of competent jurisdiction in Monmouth County, New Jersey solely for:

- Injunctive or equitable relief to protect intellectual property or confidential information
- Enforcement of the arbitration agreement
- Confirmation or enforcement of an arbitration award

9.6. Discovery and Procedure

The parties agree that arbitration shall be conducted on an expedited and streamlined basis, including:

- Limited discovery, restricted to narrowly tailored document exchange
- No broad depositions unless expressly authorized by the arbitrator
- Written submissions prioritized over live testimony where appropriate

The intent is to resolve disputes efficiently, fairly, and without unnecessary delay or expense.

9.7. Limitation of Arbitration Awards and Damages Cap

To the fullest extent permitted by applicable law, the contestant agrees that any claim, dispute, or cause of action arising out of or relating to the Competition, including any claim submitted to arbitration, shall be subject to the following limitation:

(a) Maximum Recovery Cap. The total aggregate liability of NIL TV, Inc., its affiliates, sponsors, officers, employees, contractors, and agents for any and all claims, damages, awards, or relief of any kind arising out of or relating to the Competition shall not exceed, in any circumstance, the actual monetary value of the prize awarded to the contestant (if any).

(b) No Additional Damages. In no event shall any contestant be entitled to recover, and the arbitrator shall have no authority to award, any indirect, incidental, consequential, special, exemplary, or punitive damages, or any damages for lost profits, lost opportunities, reputational harm, emotional distress, or similar claims.

(c) Exclusive Remedy Limitation. The contestant acknowledges and agrees that the prize (if awarded) constitutes the full and exclusive maximum remedy available for any claim arising from participation in the Competition.

(d) Acknowledgment of Bargained For Exchange. Contestant acknowledges that participation in the Competition, including eligibility for any prize, constitutes adequate consideration for this limitation of liability and damages cap.

9.8. Costs and Fees

Unless otherwise required by applicable law:

- Each party shall bear its own attorneys' fees and costs
- Arbitration filing fees shall be shared equally
- The arbitrator may award fees and costs to the prevailing party where legally permitted

9.9. Finality

The arbitrator's decision shall be final, binding, and enforceable in any court of competent jurisdiction, including courts in Monmouth County, New Jersey.

9.10. Survival

This arbitration agreement survives the completion, cancellation, or termination of the Competition and applies to any dispute arising after participation.

10. Media Rights & Consent

Contestants irrevocably consent to:

- Recording, broadcasting, streaming, and distribution in any format worldwide
- Editing, adaptation, and creative interpretation of performances
- Commercial, promotional, and sponsorship use of all content

Contestants waive all rights to inspect or approve final content.

11. Conduct & Disqualification

The Organizer retains sole discretion to disqualify any contestant for:

- Unsafe or disruptive behavior
- Rule violations
- Fraud or misrepresentation
- Conduct deemed harmful to the Competition's reputation

All decisions are final and binding.

12. Intellectual Property

All Competition branding, materials, and production elements remain exclusive property of NIL TV, Inc..

Unauthorized use is strictly prohibited.

13. Privacy & Data Use

Contestants consent to collection and use of personal data for:

- Competition administration
- Marketing and promotional activities
- Sponsor reporting and analytics

Data may be shared with vetted third parties under confidentiality agreements.

14. Prize Disclaimer

Prizes may be modified, substituted, or withdrawn at the Organizer's discretion.

Contestants are responsible for applicable taxes.

15. Severability

If any provision is deemed unenforceable, remaining provisions shall continue in full force and effect.

16. Governing Law

These terms shall be governed by the laws of the State of New Jersey.

17. Acknowledgment & Binding Agreement

By participating, contestants acknowledge that:

- They are 18 years or older
- They have read and understood all terms above
- They voluntarily agree to be legally bound by them
- They have had the opportunity to seek independent legal counsel prior to entering this competition.