Sing @ Ning

SEARCH FOR THE ULTIMATE VOICE CONTEST

*****OFFICIAL RULES*****

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE REPUBLIC OF THE PHILIPPINES OR/AND OF FILIPINO DECENT WHO ARE 18-25 YEARS OF AGE AT TIME OF ENTRY, CURRENTLY ENROLLED AT ANY UNIVERSITY OR SCHOOL, OR ON OFFICIAL LEAVE OF ABSENCE (LOA) AND HAS NEVER BEEN SIGNED TO A RECORD LABEL. PHILIPPINE LAW GOVERNS THIS CONTEST.

1. **HOW TO ENTER:** The entry period for the SING AT NING SEARCH FOR THE ULTIMATE VOICE Contest (the "Contest") begins at 12:00 a.m. Philippine Time (PT) on August 1, 2012 and ends at 6:00p.m. PT on August 31, 2012 (the "Application Period") and will conclude on the finale night, scheduled on November 6, 2012. To enter, visit www.YouTube.com/singatning (the "Website") and follow the on-screen entry instructions. All entrants must agree to and comply with the Website Terms of Use applicable to youtube.com (the "YouTube Terms"), available at YouTube Terms of Service (http://www.youtube.com/static?gl=US&template=terms) and Community Guidelines (http://www.youtube.com/t/community_guidelines).Each entrant will be required to submit his or her name, e-mail address and such other information as Sponsor may require to upload to the Website a video clip entry ("VCE") taken by the entrant. Each VCE must be a maximum of two minutes in length (120 seconds), with the entrant introducing himself/herself and input the URL link to his/her personal youtube channel performing his or her song choice (either English or Filipino in language), but must be an Original Pilipino Music (OPM) with a music genre of either: pop, rock, opera, ballad, jazz, rhythm and blues, new age (Rap, Grunge, or heavy metal is not allowed). Song can be performed either a cappella or with accompaniment (either minus one or a musical instrument), All VCE's will be posted on the Website. All entries must be completed and received by no later than 6:00p.m. PT on August 31, 2012. Only one (1) VCE per entrant will be allowed. Succeeding VCE of the same entrant will be considered null and invalid. Proof of submission does not constitute proof of entry. Normal time rates, if any, charged by the entrant's Internet service provider will apply. No purchase is necessary to enter or win.

2. **ELIGIBILITY:** The Contest is open only to legal residents of the Republic of The Philippines or of Filipino descent, who are 18 to 25 years of age as of the date of entry, currently enrolled at any university or school, or on official leave of absence (LOA) and had never been signed to a record label. Employees of The Peninsula Manila Hotel ("Sponsor"), its advertising and promotion agencies, and each of their respective parent companies, subsidiaries and affiliates and such employees' immediate family (upto the 2nd degree) and household members, are not eligible. In the event of a dispute regarding any entry, the entry will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry (i.e., the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address).

3. **SUBMISSION GUIDELINES**: Entrant must fill up official contest application form available at youtube.com/singatning, submit his/her introductory VCE and input the URL link of to his/her personal you tube channel with his/her performance VCE. A total of two (2) VCEs [introductory and performance] videos must be submitted. Failure to comply with the said guidelines (incomplete submission) will make entries null or disqualified. In the introductory video, the entrant must state his or her name, age, school, name/title of song he/she will perform in his/her performance VCE, reason behind the song choice and answer the question: "*why are you the Sing at Ning ultimate voice*?". All performance VCE's must be submitted via entrant's personal youtube channel and not via youtube.com/singatning. It must also comply with the following

guidelines: (a) must be a maximum of two (2) minutes in length (120 seconds), with the entrant performing his or her song choice (either English or Filipino in language), but must be an Original Pilipino Music (OPM), with a music genre of either: pop, rock, opera, ballad, jazz, rhythm and blues, new age (Rap, Grunge, or heavy metal is not allowed). Song can be performed either a cappella or with accompaniment (either minus one or a musical instrument). (b) the VCE (should recognize any music copyright he or she might be using); (c) the VCE must have been taken by the entrant and must not previously have been published or won any award or have been published previously in any medium; (d) the VCE must not depict or refer to any brand or trademark other than The Peninsula Manila or Salon de Ning; (e) the VCE must not contain any material that is defamatory, threatening, indecent, violent, obscene or offensive, or that promotes a political agenda; (f) the VCE must not contain any material that violates or infringes upon the rights of any third party, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or whose use by the Sponsor Parties (as defined in Section 7) requires a license or permission from or payment to any third party; (g) if the VCE identifies or depicts any person other than the entrant, the entrant must have prior to submission obtained written consent from such person (or his or her parent or legal guardian, if the person identified or depicted is a minor) to the use by the Sponsor Parties of the VCE including such person's name, image and/or other identifying information, as applicable, as permitted hereunder; and (h) the VCE must not contain any material that Sponsor, in its sole discretion, deems inappropriate for public viewing and/or for posting on the Website. By submitting a VCE the entrant represents and warrants that he or she has complied with all of the foregoing requirements and has obtained all permissions, licenses and consents that are necessary for the submission of the VCE and the use of the VCE as permitted pursuant to Section 7 of these Official Rules and to verify compliance with the foregoing requirements. Each entrant agrees to provide to Sponsor at Sponsor's request copies of all such permissions, licenses and consents. Sponsor reserves the right in its sole discretion to disqualify and/or not to post on the Website any VCE that Sponsor determines does not comply with these guidelines, to make such changes to any VCE as are necessary to make it compliant, or to require the entrant to do so.

4. **WINNER SELECTION:** The designated musical director of the competition will shortlist forty (40) entrants based on: (a) Musicality (40%); (b) Vocal Quality (40%); (c) Overall Impression/ personality (X-Factor) (20%) from Saturday, September 1, 2012 12:00am to Monday, September 3, 2012. Selected Finalists will be notified by email and a phone call to formally accept them in the competition on the week of September 3-5 and will be invited for a live screening audition on September 6, 2012. From the forty (40), eighteen (18) finalists will be selected by a designated pre-qualifying team selected by Sponsor on September 6, 2012.The pre-qualifying team will determine the finalists by applying the following criteria, weighted as indicated: (a) Musicality (40%); (b) Vocal Quality (40%); (c) Overall Impression/ personality (X-Factor) (20%). The top 3 video entries with the most number of **likes**, casted by August 31, 2012 will automatically be part of the shortlisted participants. The selected 18 finalists will be set to compete in a series of live elimination rounds covering the months of September – October 2012. Each elimination round will have at least three (3) judges to determine finalists by applying the following criteria, weighted as indicated: (a) Musicality (40%); (b) Vocal Quality (40%); (c) Overall Impression Stage presence (20%). Elimination rounds will take place at Salon de Ning, The Peninsula Manila on these following dates: September 18, 2012(Tuesday), October 9, 2012 (Tuesday) and October 23, 2012 (Tuesday). After the first elimination round on September 18, 2012, only the top twelve (12) finalists will remain for the second round on October 9, 2012; after the second round on October 9, 2012 only the top six (6) will remain for the third round on October 23, 2012. After the final elimination round on October 23, 2012, a total number of three (3) finalists will be selected to compete for the Grand Finale which will be held on Tuesday, November 6 at Salon de Ning, The Peninsula Manila. Only one (1) winner will be selected on the grand finale, chosen by the judges which will apply the following criteria, weighted as indicated: (a) Musicality (40%); (b) Vocal Quality (40%); (c) Overall Impression Stage presence (20%).

5. **PRIZES:** The winner will receive Php100,000 cash prize, a weekend stay at The Peninsula Manila, a 3-month special singing engagement at the Salon de Ning, The Peninsula Manila, a total of Php350,000 worth of scholarship package from John Robert Powers and Spotlight Artists Centre. The un-denominated prizes are non-transferable and may not be redeemed for cash. Sponsor reserves the right in its discretion to substitute an alternate prize. The prize has no retail value.

6. **GRANT OF RIGHTS:** Entry constitutes an irrevocable grant of permission to Sponsor and its parent companies, affiliates, subsidiaries, promotional partners, contractors, agents, and those each of them may designate from time to time, including without limitation all persons and entities involved in the production, distribution and/or marketing of the VCEs (as defined below) (all of the foregoing, the "Sponsor Parties") to use the entrant's name, likeness (including without limitation photographs and/or recordings of the entrant), voice and biographical information, and the VCE submitted by the entrant, including without limitation modifying, altering, excerpting or amending the VCE and/or creating derivative works based on the VCE or any component thereof, for purposes of trade, publicity or promotion and any other purpose, in all media and formats whether now known or later developed, throughout the world in perpetuity, without any notice, permission or compensation (except where prohibited by law). Without limitation of the foregoing, by entering the Contest, each entrant irrevocably agrees that the Sponsor is permitted, during the contest period and thereafter, to display his/her VCE, name, likeness and/or biographical information online at the Website and other websites and/or social media platforms for public viewing and comment and to incorporate the entrant's VCE, name and/or biographical information in advertising, marketing and promotional materials for Sponsor and/or its products and services and/or the Contest. Entrants may be required to execute such releases, licenses and other documentation as Sponsor requires with respect to the entrant's VCE. YouTube and the other entities specified in the YouTube Terms will also have the right to use each entrant's VCE in accordance with the YouTube Terms.

7. **RELEASE AND ASSUMPTION OF RISK:** By entering, each entrant, on behalf of the entrant and his or her heirs, executors, guardians, assigns, agents and representatives, releases Sponsor, its advertising and promotion agencies, Google Inc., each of their parent companies, subsidiaries, affiliates and successors, and the directors, officers, employees and assigns of each of the foregoing, and all people and entities involved in the development or execution of the Contest and/or the production, marketing and/or distribution of the Film (all of the foregoing, the "Released Parties"), from and agrees not to assert any and all claims, actions, suits, proceedings and demands arising out of or relating to the conduct of or the entrant's participation in the Contest, the acceptance or use of the prize, the use by any of the Sponsor Parties of any Photograph or any other exercise by any of the Sponsor Parties of the rights granted herein, and all liabilities, losses, injuries and/or damages arising out of relating to the same. The foregoing includes, without limitation, any claims, actions, suits, proceedings or demands based upon or alleging any invasion of privacy, violation of right of publicity or infringement of any intellectual property or other personal or proprietary rights, or any personal injury or death to an entrant or any other person or any damage to or loss of personal or real property, due in whole or in part, directly or indirectly, by reason of participation in this Contest. Entrants assume all liability for and risk of any injury or damage caused, or claimed to be caused, by participation in this Contest.

8. **GENERAL RULES:** The Released Parties are not responsible for late, lost, delayed, illegible, damaged, corrupted or incomplete entries, e-mails, incorrect or inaccurate capture of, damage to, or loss of entries, VCEs or entry information, or any other human or technical errors of any kind relating to the submission, collection, storage or processing of entries or the administration of the Contest. The Released Parties are not responsible for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client

or for insufficient space in user's e-mail account to receive e-mail. The Released Parties are not responsible for any liability for damage to any computer system resulting from participation in or accessing or downloading information in connection with this promotion. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process. Sponsor may prohibit any potential entrant from participating in the Contest or winning a prize if, in Sponsor's sole discretion, it determines that said entrant is or may be attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices or intends or is attempting to annoy, abuse, threaten or harass any other entrants or any representative of Sponsor. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend this Contest should a virus, bugs, entrant fraud or misconduct, or other causes beyond the control of the Sponsor corrupt the administration, integrity, security or proper operation of the Contest. In the event of termination of the Contest, a notice will be posted online and a winner will be selected from among all eligible entries received prior to the time of termination. Entry times will be determined using Sponsor's computer, which will be the official clock for the Contest. All local laws and regulations apply. Each entrant will indemnify, defend and hold each of the Released Parties harmless from and against any and all claims, actions, suits, proceedings and demands arising out of or relating to the use by any of them of the VCE as permitted hereunder, and all liabilities, losses, injuries and/or damages to entrant or any other person arising out of relating to the same. Entries will not be verified or returned. By participating in this promotion, entrants agree to be bound by the Official Rules and the decisions of Sponsor, which are final and binding in all respects. The Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize. In no event will more than the stated number of prizes be awarded. 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; and (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, special, 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. Each entrant's sole and exclusive remedy with respect to any and all claims, causes of action and/or lawsuits relating to or arising out of the Contest and/or Film shall be an action at law for the recovery of monetary damages only, and in no event shall any of the rights acquired or to be acquired by any of the Sponsor Parties hereunder be affected or impaired. Each entrant agrees that in no event shall the entrant have the right to enjoin or otherwise interfere with the development, production, distribution, or exploitation of the Film and/or any of the Sponsor Parties exercise of any of their rights hereunder or to terminate or rescind any of the rights granted herein. Non-compliance with these Official Rules may result in disqualification. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the Republic of The Philippines 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.

10. PRIVACY: Information collected by Sponsor from entrants in connection with the Contest will be used and collected in accordance with Sponsor's Online Privacy Statement (available at http://www.peninsula.com/Peninsula_Hotels/en/default.aspx#/Peninsula_Hotels/en/Privacy_Policy/), not YouTube's Privacy Policy. Data and information collected from entrants will solely be used for this contest alone and for background verification , rehearsal, elimination and contest coordination only. YouTube will not store any user data collected.

11. **WINNERS' NAMES:** For the names of the winners, available after November 6, 2012, send a self-addressed, stamped envelope to: Sing at Ning, Search for the Ultimate Voice Contest, c/o The Peninsula Manila, Corner of Ayala and Makati Avenues, Makati City, 1226 Philippines

12. **SPONSOR/ADVERTISER:** The Peninsula Manila, located at Corner of Ayala and Makati Avenues, Makati City, 1226 Philippines. YouTube is not a sponsor of the Contest and has no responsibility or liability regarding the conduct or administration of the Contest.