

## 2025 MAKEMUSIC SPARK AWARD OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR ODDS OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. **Nominations.** The “Nomination Period” runs from 12:00:00 a.m. Tuesday, April 08, 2025 Pacific Standard Time (“PST”) until 11:59:59 p.m. PDT on Friday, May 09, 2025 (the “Nomination Period”).

The Nominator must be a legal U.S. resident residing in one of the United States, and the District of Columbia who are at least: (a) 18 years of age or (b) the age of majority in their state of residence, if higher than 18, at the time of submission. Void in Arizona, Puerto Rico, the U.S. Virgin Islands, U.S. military installations in foreign countries and where prohibited or restricted by law. Employees, officers, directors, members, managers, agents and representatives and their immediate families or members of their household (i.e., spouse, partner, parents, children, siblings, legal guardians, in-laws, grandparents and grandchildren, regardless of where they live) of MakeMusic (“Sponsor”), as well as Sponsor’s partners, affiliates, subsidiaries, parent companies, divisions and advertising, promotion, public relations agencies, and those entities associated with the development, distribution or implementation of this Contest are not eligible to participate or win.

During the Nomination Period, an eligible Nominator may nominate an eligible Contest participant (“Nominee”) by:

- Completing and submitting an Official Nomination Form, found at <http://www.makemusic.com/spark> (“Nomination”)

This is the ONLY nomination method and can be completed only once, for a total of one (1) nomination per person.

Only complete and valid nominations will be considered. By submitting a nomination, each nominator warrants that he or she has read and agrees to abide and be bound by these Official Rules and that he or she is not prohibited from submitting a nomination. All nominations become property of Sponsor and will not be acknowledged or returned. Nominations that are late, incomplete, garbled/jumbled, illegible, misdirected, lost, damaged, delayed, stolen or otherwise not in compliance with these Official Rules are void. Sponsor is not responsible for technical failures of any kind, including, but not limited to, electronic malfunctioning of any telephone network, computer hardware or software; any failed, incomplete, garbled or delayed computer transmissions or any combination thereof; or for any error, human, technical or otherwise. Sponsor reserves the right, in its sole discretion, to disqualify any fraudulent nominations or any individual it finds tampering with the operation or nomination process of the Contest or acting in violation of these Official Rules. If, for any reason, a nomination is determined by Sponsor to have been erroneously deleted, lost or otherwise destroyed or corrupted, the Nominator’s sole remedy is inclusion of the Nominee in the Contest, if feasible; if not feasible for any reason, Sponsor shall not have any liability to Nominator or Nominee in conjunction with same.

2. **Nominee Eligibility.** The MakeMusic Spark Award (“Contest”) is open only music educators who are at least: (a) 18 years of age or (b) the age of majority in their state of

residence, if higher than 18, at the time of entry; (c) have a minimum of two (2) years teaching experience; and (d) be actively engaged in teaching music (“Nominee”, “Contest Participant”, “Eligible Educator,” or “Entrant”).

3. **Contest Period.** The “Contest Period” during which Nominees will be selected to become Finalists, the Finalists will be voted on and judged, and a Winner determined begins on 12:00:00am PST on May 9, 2025 and will end on 11:59:59pm PST on May 20, 2025.

4. **Procedure For Contest Nominee.** Only one (1) nomination per eligible educator is required to become a Contest participant. Contest participants will be notified via the email provided by Nominator on the Nomination. Eligible Contest participants will be automatically entered into the Contest unless they affirmatively opt out of the Contest using a link provided in the notification email.

By entering the Contest, each Eligible Educator warrants that he or she has read and agrees to abide and be bound by these Official Rules and that he or she is not prohibited from participating in the Contest. Eligible Educators agree that Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and Contest participants agree to be bound by all decisions and interpretations made in good faith by the Sponsor, or its designee.

5. **Selection Period.** The “Selection Period” will run from 12:00:00am PST May 9, 2025 to 11:59:59pm PST May 13, 2025.

6. **Finalists.** During the Selection Period, a panel of qualified judges (as determined by Sponsor in its sole discretion) will select five (5) Finalists from the Contest participants.

The following criteria will be utilized by the judging panel to determine the Finalists:

- Amount and quality of educational impact educator has on students, as shown through written submissions provided in Nomination(s);
- Demonstrated student growth facilitated by educator, as shown through written submissions provided in Nomination(s);
- Educator’s contribution to the local and national music education community, as shown through written submissions provided in Nomination(s); and
- Number of Nominations submitted by unique individuals nominating the same educator

7. **Voting Period.** The “Voting Period” during which Finalists will be publicly voted on, begins on 10:00:00am PST May 14, 2025 and ends on 11:59:59pm PST May 20, 2025.

8. **Voting.** Votes can be cast by anyone who meets the Nominator criteria laid out in Section 1 (“Voters”).

The public vote requests Voters cast a vote for a particular Finalist they think should win the Contest based on the following criteria:

- Amount and quality of educational impact Finalist has on students, as shown through written submissions provided in Nomination(s);

- Demonstrated student growth facilitated by Finalist, as shown through written submissions provided in Nomination(s); and
- Finalist's contribution to the local and national music education community, as shown through written submissions provided in Nomination(s)

Votes can be cast online at <http://www.makemusic.com/spark>. One (1) vote may be cast, per person, per day.

By submitting a vote, each Voter warrants that he or she has read and agrees to abide and be bound by these Official Rules and that he or she is not prohibited from submitting a vote. Votes that are late, incomplete, garbled/jumbled, illegible, misdirected, lost, damaged, delayed, stolen or otherwise not in compliance with these Official Rules are void. Sponsor is not responsible for technical failures of any kind, including, but not limited to, electronic malfunctioning of any telephone network, computer hardware or software; any failed, incomplete, garbled or delayed computer transmissions or any combination thereof; or for any error, human, technical or otherwise. Sponsor reserves the right, in its sole discretion, to disqualify any fraudulent vote(s) or any individual it finds tampering with the operation or voting process of the Contest or acting in violation of these Official Rules. If, for any reason, a vote is determined by Sponsor to have been erroneously deleted, lost or otherwise destroyed or corrupted, the sole remedy is an additional vote for the voter, if feasible; if not feasible for any reason, Sponsor shall not have any liability to the Voter or Finalist in conjunction with same.

**9. Winner Selection.** On or about May 23, 2025, the panel of qualified judges (as determined by Sponsor in its sole discretion) will review the votes and the below criteria to determine which of the Finalists will be the Winner.

The following criteria will be utilized by the judging panel to determine the Winner:

- Amount and quality of educational impact Finalist has on students, as shown through written submissions provided in Nomination(s);
- Demonstrated student growth facilitated by Finalist, as shown through written submissions provided in Nomination(s); and
- Number of votes received by Finalist

**10. Prize.**

One (1) total Prize will be awarded.

The Prize will consist of one (1) year teacher edition subscription to MakeMusic Cloud, twenty-five (25) student subscriptions to MakeMusic Cloud for one (1) year each, and two hundred dollars (\$200) in Alfred credit. This prize has an approximate retail value ("ARV") of \$590.

Prizes are not transferable. No substitution or cash redemption of any Prize, or any portion thereof, is allowed, except at the sole discretion of the Sponsor. Sponsor reserves the right to substitute any Prize with another prize of equal or greater value. Sponsor is not responsible for any inability of any winner to accept or use any Prize (or portion thereof) for any reason. No more than the stated Prize(s) will be awarded. Limit of one (1) Prize per person. Winner is solely responsible for all unspecified costs and expenses associated with Prize acceptance and use.

Prizes are awarded "as is" with no warranty, representation or guarantee of any kind by Sponsor. Transfer of Prize is not permitted without the permission of Sponsor which may be granted or withheld in its sole discretion and without liability of any kind. A Prize value as stated represents Sponsor's good faith determination of approximate retail value of prizes.

**11. Odds of Winning.** Odds of winning each Prize depend upon the total number of eligible nominations received during the Nomination Period.

**Claiming the Prize.** POTENTIAL WINNERS WILL BE NOTIFIED BY PHONE AND/OR EMAIL AND WILL BE REQUIRED TO RESPOND WITHIN FIVE (5) DAYS OF INITIAL NOTIFICATION and may (at Sponsor's discretion) be required to complete, sign and return to Sponsor an affidavit of eligibility and liability/publicity release within seven (7) days of receipt of such documents from Sponsor before accepting the prize. Failure to return the documents prior to the deadline may result in disqualification, any prize won may be forfeited, and Sponsor may select an alternate winner from the remaining eligible entries. Potential winners must follow the Prize claim instructions and any subsequent claim instructions, or the Prize will be forfeited in its entirety. Sponsor shall have no liability for a winner's failure to receive notices due to winner's spam, junk e-mail voicemail malfunction, or other security settings or for provision of incorrect or otherwise non-functioning contact information by Nominee or winner.

In the event a potential winner (a) cannot be reached for whatever reason or the potential winner notification is returned as undeliverable; (b) declines or cannot accept, receive or use the Prize for any reason; (c) is found to be ineligible to have been nominated, to participate in the Contest, or receive the Prize, or (d) cannot or does not comply with the Official Rules, an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received.

**12. Taxes.** Winner is responsible for all applicable local, state and federal taxes. Sponsor will issue winners of prizes valued at \$600 or over an IRS 1099 Tax Form, and winner agrees to fully cooperate in complying with applicable governmental reporting requirements. If requested by Sponsor, the potential winner will be required to complete, sign and return to Sponsor an IRS Form W-9 prior to receiving the Prize. Failure to complete, sign and return a W-9 will result in the winner being disqualified, and in such case Sponsor may, in its sole discretion, select an alternate winner in a random drawing from remaining eligible entries.

**13. Publicity.** Except where prohibited or restricted by law, acceptance of a prize constitutes agreement and consent for Sponsor and any of its designees to use and/or publish the winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Contest, Sponsor, or the MakeMusic Cloud, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion purposes on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, without further limitation, restriction, compensation, notice, review, or approval.

**14. General.** Each Nominator and entrant agrees to, accepts and shall abide by these Official Rules and agrees that any disputes shall be resolved by Sponsor, in its sole discretion. Sponsor reserves the right to cancel/terminate, modify, amend or suspend the Contest if in Sponsor's sole determination it believes that the integrity of the Contest has been, or could be, compromised or

that the Contest is not capable of running as planned or fairly, including without limitation due to tampering, unauthorized intervention, fraud, or force majeure or any other causes beyond Sponsor's control. Contest void where prohibited or restricted. If any provision of this Contest shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. Sponsor is not responsible for any typographical or other errors in the printing of these Official Rules, administration of this Contest or in the announcement of any winner(s) or Prize(s). In the event this Contest is cancelled for any reason, Sponsor reserves the right to conduct a random drawing to award the prizes from among all eligible, non-suspect, entries received prior to the time of the action or event warranting such cancellation.

**15. DISPUTES RESOLUTION.** Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules. In addition, any dispute relating to the Contest (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in Boulder County, Colorado. Entrants hereby irrevocably consent to the personal jurisdiction of said courts.

**16. Release.** By participating, each entrant agrees to hold harmless Sponsor and its employees, officers, directors, shareholders, representatives, agents, successors and assigns, from any liability whatsoever, and waive and release such parties from any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional) arising out of or in connection with the event or acceptance, possession, or use/misuse of any prize, participation in any promotion-related activity, or participation in the promotion, whether under a theory of contract, torts (including, without limitation, negligence), warranty, or any other theory or cause of action.

**17. Privacy.** Information submitted in connection with the Contest will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at <http://www.makemusic.com/privacy>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail only with respect to the conduct of this Contest.

**18. Sponsor.** This Contest is sponsored by MakeMusic, Inc., 285 Century Place, Louisville, Colorado 80027. Sponsor will provide list of winners upon request. To obtain a list of the Contest winners or a copy of these Official Rules, send an email to [letsmakemusic@makemusic.com](mailto:letsmakemusic@makemusic.com) with the subject line stating: "Winners List - Spark Award". Requests for the winner list must be received by within 60 days of the end of the Contest Period.