



## **US OPEN CASTING CALL OFFICIAL RULES**

**1. GENERAL DESCRIPTION.** Do you want to sing at the 2009 US Open Tennis Championships in Flushing Meadows, New York? The United States Tennis Association Incorporated ("USTA") is seeking talented kids 12 years of age and younger ("Participants") to be among those selected to sing the "Star Spangled Banner", "America the Beautiful" or another musical composition as selected by the USTA at the USTA Billie Jean King National Tennis Center ("NTC") prior to a session of the 2009 US Open (as determined by the USTA) ("US Open").

Participants and their parent or legal guardian will be required to review and consent to a liability and publicity release ("Release") and may be required to review and consent to other documents and agreements or provide other authorizations, assignments, releases, grants, indemnifications, consents or waivers in connection with the auditions ("Auditions"), and, if selected, the US Open. USTA reserves the right to request proof of age, residency and proof of parenthood or guardianship, in the form of valid, government issued identification/documentation or school ID, and a participant will be disqualified if USTA, in its sole and exclusive discretion, finds that such proof is unsatisfactory.

**2. ELIGIBILITY.** To participate in the Auditions, you must satisfy each of the following eligibility requirements:

**A.** You must be a legal resident of the fifty (50) United States or the District of Columbia and be 12 years of age or younger as of September 13, 2009;

**B.** You must be accompanied to the Auditions and the US Open, if selected, by a parent or legal guardian or, if auditioning in conjunction with an authorized school trip, accompanied by a school teacher or school designated chaperone (you will still be required to provide the Release with the signature of your parent or legal guardian);

**C.** The Release must be signed by you and your parent or legal guardian;

**D.** You must not be an immediate family member (meaning parents, siblings, children and their spouses, regardless of whether any of the above are step-relatives) or member of the household (whether family member or not) of any employee, officer or director of the USTA or the USTA National Tennis Center Incorporated.

**E.** You must not be bound by any contracts or agreements that conflict with your performing in the Auditions, performing at the US Open (if applicable), appearing in USTA advertising, publications and other materials (if applicable), or granting the rights contained in the Release.

By attending the Auditions and the US Open (if applicable) (collectively, the "Event"), you and your family members, friends and anyone else accompanying you to the Event agree to be videotaped, audiotaped, recorded, filmed and/or photographed at any time during the Event including, but not limited to, while auditioning, while waiting in line to audition, performing, or at any time while present at the Event. You and they understand and agree that your and their performances and appearances in connection with the Event may be further used, edited, altered, copied, reproduced, licensed, sold, rented, disclosed, displayed, published, performed, distributed, exhibited, broadcast, webcast, or otherwise exploited by USTA, in whole or in part, in any format and/or manner now known or hereafter developed, whether commercial or non commercial in nature, including without limitation, via the Internet, for any purpose whatsoever, without further compensation to, or authorization by, you or them. If you and/or your family members, friends or anyone else accompanying you to the auditions, do not wish to be videotaped, audiotaped, recorded, filmed and/or photographed, or do not agree with these Official Rules, **you may not attend the Event or enter Radio City Music Hall or the NTC while the Event is taking place.** You and/or their attendance at the Event will be conclusively deemed to be a waiver of any and all claims for invasion of privacy, defamation and all other related claims.

**3. HOW TO AUDITION.** It is anticipated that Auditions will start at 9 am ET on Monday, June 8, 2009 and conclude at 2pm ET on Monday, June 8, 2009 on a first come basis (a minimum of 200 auditions will be held). Participants shall line up in an orderly fashion as directed by the USTA at Radio City Music Hall in New York, NY. Qualified Participants will be asked to perform a cappella (without music) all or a portion of "America the Beautiful" (provided the USTA reserves the right to request Participants to perform alternate or additional musical compositions). **Overnight camping inside or outside Radio City Music Hall is prohibited.** The USTA, in its sole discretion, reserves the right to disqualify any person from the audition process that has cut in front of another person in line, is unruly, creates any type of disturbance or public safety concern, or fails to adhere to the rules of the Auditions as determined by the USTA in its sole discretion and as amended from time to time without notice.

**A.** Participants must bring two (2) forms of identification that show proof of your age (e.g., birth certificate, passport, school ID card) and a photograph to present to audition officials, upon request.

**B.** All Participants must be accompanied at all times by a parent or legal guardian who has authority to sign documents on the participant's behalf. If accompanied by a legal guardian, the legal guardian must bring proof of guardianship and present to the USTA, upon request. In the alternative, if Participant is auditioning in conjunction with an authorized school trip, a school designated teacher or chaperone must be in attendance at all times with Participant. **Regardless of the presence of a school designated teacher or chaperone, Participants will not be permitted to audition without a Release fully executed by their parent or legal guardian.**

**C.** In order to participate in the Event, you and your parent or legal guardian will be required to complete, sign and agree to all USTA required forms including the Release. Visit [www.usopen.org](http://www.usopen.org) to review and print the Release and other pertinent information relating to the Audition.

**4. AUDITIONS.** Eligible Participants, on a first come basis, will be reviewed for eligibility and, if eligible, will be asked to sing a cappella (without music) all or a portion of "America the Beautiful" (provided the USTA reserves the right to request Participants to perform alternate or additional musical compositions). The Auditions will take place before a panel of judges selected by the USTA in its sole and exclusive discretion. All auditions will be videotaped. The panel of judges will recommend select Participants to the USTA for further consideration. The USTA, at a later date, will review the videotaped auditions of said recommended Participants and will select a limited number of Participants to perform at a session of the US Open ("Finalists"). Only Finalists will be contacted, at a later date, to be determined in the sole discretion of the USTA, via telephone, facsimile, electronic mail, mail, courier, or any other form of communication as determined by the USTA, and invited to perform "America the Beautiful", the "Star Spangled Banner" or another musical composition as selected by the USTA in its sole discretion, at a session of the US Open. The USTA shall have, in its sole discretion, the right to determine how many Finalists it will select. It is understood and agreed that the recommendations of the judges and the method of selection of the Finalists by the USTA is final and not subject to appeal.

Each Participant is responsible for arranging for his/her own travel to the Auditions and for paying for any and all travel related expenses including, but not limited to, the cost of airfare, train tickets, rental car, gratuities, lodging and food. Participants will not be reimbursed for their travel expenses or compensated in any manner for their participation in the Auditions.

**5. US OPEN PERFORMANCE.** USTA will assign each of the Finalists a specific day or evening session of the US Open at the NTC. Each Finalist and his/her parent or legal guardian, who must accompany the Finalist at all times, will each receive a ticket for admission to the US Open session to which such Finalist has been assigned. Each Finalist is responsible for arriving at the NTC at the time designated by the USTA, arranging for his/her own travel to the US Open and for paying for any and all travel related expenses. If a Finalist cannot appear at his/her assigned session or if the assigned session is canceled or postponed for any reason, the Finalist will not be entitled to perform at a different US Open session and will not receive tickets for admission to any substitute US Open session. Once a session has been assigned, USTA will provide the Finalist and his/her parent or legal guardian details regarding the time and location of the performance. The Finalist, subject to the conditions provided herein, will perform "America the Beautiful", the "Star Spangled Banner" or another musical composition as selected by the USTA in its sole discretion. USTA may, in its sole discretion, require Finalist's performance to be a solo, duo or group performance (with other performers to be determined by USTA in its sole discretion) either a cappella or accompanied by music (as determined by USTA in its sole discretion). USTA may, in its discretion, require that each Finalist and his/her parent or legal guardian sign and return a release and/or other documentation as a condition of participation. If such documentation is not returned or provided as requested by the USTA, the Finalist will forfeit his/her opportunity to perform at the Event. Finalist and his/her parent or legal guardian may be required to complete and submit a US Open credential application form. Finalist and his/her parent or legal guardian acknowledge and agree that: (i) the issuance of all credentials is subject to the credential and security procedures as determined by USTA; and (ii) all Finalists and his/her parent or legal guardian must abide by all credential terms and conditions as determined by USTA. Each Finalists' performance may be subject to the successful issuance of credentials pursuant to the above referenced credential policy.

**6. OWNERSHIP AND PUBLICITY RIGHTS.** By participating in the Event, each Participant waives any moral rights in the Event and assigns all other rights, title and interest including, but not limited to, copyrights in and to the Event to USTA. Each Participant acknowledges and agrees that USTA owns his/her Event and shall have the exclusive, unrestricted, perpetual, royalty-free, worldwide, freely-assignable and irrevocable right to use, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, prepare derivative works from, perform, distribute, exhibit, broadcast, or otherwise exploit the performance, in whole or in part, in any form, media or technology, now known or hereafter

developed, including, without limitation, print media, broadcast television, radio and the Internet, for any purpose whatsoever, including, but not limited to, advertising, promotion, entertainment and commercial purposes, without any payment to, or further authorization by, the Participant. Although USTA has such exclusive rights of ownership, USTA is not obligated to exercise these rights.

Each Participant further agrees that USTA has the exclusive, unrestricted, perpetual, royalty-free, worldwide, freely assignable and irrevocable right, but not the obligation, to use Participant's name, address, photograph, picture, likeness, moving image (including, but not limited to, any videotape, photograph, recording or film taken by USTA of the Participant during the Event), voice, biographical material, personal information, and any speaking, posing, singing, musical, acting and/or other performance on Participant's part, whether in their original form, or as altered, edited, lifted or reproduced by USTA, its subsidiaries, affiliates and agents, in perpetuity throughout the world, whether in connection with the Event performance or not, in any and all media (including, but not limited to, print media, broadcast television, radio and the Internet) now existing or hereafter discovered or developed, for any and all purposes (including, but not limited to, advertising, promotion, entertainment and commercial purposes), without additional consideration to, or further authorization by, the Participant.

**7. LIMITATION OF LIABILITY.** By auditioning, each Participant agrees (i) to release USTA, the USTA National Tennis Center Incorporated, the City of New York, MSG Entertainment, the Audition judges, and their affiliates, subsidiaries, parent companies, shareholders, agents, officers, directors, employees, volunteers, representatives, assigns and all others associated with the Event (collectively, with USTA, "the Releasees"), from any and all liability arising in any way from the Event and the Releasees' review and use of the Participant's performance, or any parts thereof, including, without limitation, liability for any costs, fees, expenses, injuries, losses, harm, damage of any kind whatsoever, death, personal injury, property damage (including, but not limited to, liability for any items belonging to Participants that are lost, damaged or stolen at the Event), liability to any other persons, including, without limitation, liability arising from any claim relating to the breach or alleged breach of the representations and warranties each Participant is making in connection with his/her performance, and liability by virtue of any blurring, distortion, alteration, or optical illusion that may occur in connection with the exercise of USTA's rights, whether intentional or otherwise; (ii) to indemnify the Releasees from any and all liability arising in any way from third party claims relating to his/her actions during the Event including, but not limited to, third party claims relating to the representation and warranties Participant is making in connection with the Event; and (iii) that the Releasees are not liable for any similarities between Participant's performance and future USTA products, publications or programs.

**8. DISPUTES/GOVERNING LAW.** By auditioning, each Participant agrees that these Official Rules and any and all claims arising in connection with the Event shall be governed by the laws of the State of New York, without giving effect to any choice of law or conflicts of law principles. It is further agreed that any action at law or in equity arising out of or relating to the Official Rules or the Event themselves may be filed only in the federal and state courts located in the Counties of Westchester, New York, and by auditioning, each Participant consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. If any of the terms of these Official Rules are held to be unlawful, invalid or unenforceable, the remainder of the Official Rules will remain in full force and effect, provided that no party is, as a result thereof, deprived of the enjoyment of its substantial benefits under the Official Rules.

**9. GENERAL TERMS AND CONDITIONS.** By auditioning, each Participant agrees to be bound by these Official Rules and the decisions of USTA, which shall be final and binding. No Participant shall be considered an employee or independent contractor of USTA. No Participant is entitled to any compensation, wages, salary or benefits. Participants may not be a member of AFTRA, SAG or any other performing arts guild. If Participant is discovered to be a member of AFTRA, SAG or any other performing arts guild, Participant's appearance(s) in connection with the Event, if any, shall not be deemed to be a performance under any collective bargaining agreement. USTA has not arranged for, and will not arrange for, any insurance of any kind, for the benefit of Participants (or the heirs, executors and administrators of Participants) in connection with the Event. No responsibility will be assumed for lost, late, stolen, illegible, incomplete, damaged, misdirected, misplaced or mutilated Event materials. USTA and its respective agencies, affiliates and representatives are not responsible for lost, interrupted or unavailable network, server, telephone, broadcast or other connections, miscommunications, failed telephone, broadcast or computer hardware or software transmissions or technical failures, incomplete, delayed or garbled transmissions or other errors or problems of any kind, whether mechanical, electronic, human or otherwise, relating to the Event. USTA also assumes no responsibility for any problems or delays, whatever their nature, encountered by Participants in traveling to the Event. If USTA determines that there is any suspected or actual tampering with any aspect of the Event process, or if technical difficulties compromise the integrity of the Event process, USTA reserves the right, in its sole and exclusive discretion, to disqualify any Participant that appears to have been involved in the tampering or to cancel or modify the Event process, in whole or in part. USTA

reserves the right, in its sole and exclusive discretion, to decline to offer any Participant the opportunity to perform at the US Open.

**The Official Rules are subject to change without notice, and USTA reserves the right, in its sole and exclusive discretion, to amend or modify the Official Rules at any time and for any reason.**