

2011 FISM NORTH AMERICAN CHAMPIONSHIP OF MAGIC

GENERAL TERMS AND CONDITIONS OF COMPETITOR'S APPLICATION

THE SUBMISSION OF AN APPLICATION FORM TO COMPETE IN THE 2011 NORTH AMERICAN CHAMPIONSHIP OF MAGIC SHALL BE CONSTRUED AS AN AGREEMENT TO THESE GENERAL TERMS AND CONDITIONS HEREBY MADE A PART OF SUCH FORM.

- Before the April 15, 2011 cut-off, the competitor shall send to the Contest Coordinator a list of all the music titles used during his performance, including the music title's name, name of the author, adaptor and performer, recording time of the track, the name and label of the soundtrack, as well as all necessary information for it. The performer is responsible for all appropriate copyright licenses on the performer's music.
- Due to the strict nature of current fire laws, *flash paper, flash string and Fantasio type candles may possibly be used but will be subject to review on site by the fire marshal and could be disallowed.* Everything else is considered pyro, and is not permitted, without exception.
- The competitor authorizes the North American Executive Board (NAEB) and S.A.M. Convention Committee to archive the act on tape or DVD and promote the competitor's performance during the convention in three ways:
 - To transmit the performance in its entirety via closed-circuit transmission to television monitors in public viewing areas within the headquarters hotel.
 - To use video clips to promote the convention locally on news media to help sell tickets to the Gala Shows.
 - To provide the Committee with archival images for use in selling possible future S.A.M. conventions or North American Championships Magic.
- The competitor gives the S.A.M. Convention the right to use or reproduce portions of the competitor's performance during the competition for use in television broadcasting outside the United States, including merchandising, or any other equivalent telecommunication network exploitation.
- The competitor may obtain a copy of his performance, if archived, for his personal use only, at a nominal cost of \$25.00.

- The present terms do not, in any way, constitute a partnership or agency between the parties and are entered into by the 2011 S.A.M. Convention.
- The 2011 S.A.M. Convention may refuse or cancel the competitor's participation at any time and for any reason, especially if the competitor's participation or performance infringes the contest rules and procedures, is in bad taste, violates applicable laws or infringes on a third party. In such instance, the competitor will forfeit any refund of application fee.
- Any provision hereunder which is unenforceable will not be deemed to affect the validity of any other provision, and the party which refrains from reporting a violation of the present terms does not waive its rights for the future. The present terms are governed by the laws of The United States, and any dispute arising from them shall be submitted, provided that no out of court agreement has been reached within thirty (30) days from its occurrence, to a competent court in the United States, including the case of summary proceedings, multiple defendants or the introduction of a third party.