SOUL COUNTRY MUSIC STAR

2025 Official Rules

Contest Description:

"Soul Country Music Star" is a tournament styled "live" singing competition ("**Competition**") produced by Wade & Associates Group, LLC ("**Producer**"), and intended to also be produced as a potential television program exhibited on a television platform ("**Exhibitor**").

By participating in the Competition, each contestant/act (the "Contestant" or "Act") agrees that all decisions regarding the including but not limited to the selection of Contestants, Acts, alternates, Judges; the judging rules, methods and procedures; eliminations; program production; Competition elements and format; penalties and disqualification determinations; and the awarding of Prizes and/or the Grand Prize, are at the sole and exclusive discretion of Producer and are final and not subject to appeal.

Contestant Eligibility Requirements:

- Contestants must be 18 years of age or older.
- Contestants must be of African American heritage and be a legal resident of the United States.
- Contestants cannot be currently running for a public office.
- Contestant must not have any pending contracts or record deals that would conflict with their ability to participate as a Contestant in the Competition.
- Contestants cannot have a personal or employment relationship with the Producer of the
 Competition and/or any of the Judges of the Competition. Contestants cannot be employed by
 Black Classic Productions, or Bill Pickett Invitational Rodeo. The Soul Country Music™ Star
 Producer has the right to deem a Contestant ineligible at any time and hold the sole power of the
 decision.

Casting The Contestant Acts:

In each of five (5) city regions, Producer, in its sole discretion, will identify and cast up to ten (10) potential Contestant Acts who submitted their song video through the Soul Country Music Star web-site, based upon various criteria, some or all of which may be entirely subjective. Producer's determinations and decisions regarding the selection of these Acts for the Competition are final, binding and not subject to challenge or appeal. Producer is not obligated to have any Act appear in the Competition.

The Acts themselves may be composed of one (1) individual Contestant or a duo or a group of Contestants. The videos submitted by the Acts may contain any song they want to sing. Acts must wait to be contacted by phone or by email for any casting decision made by Producer based on their submissions. Submitted Acts may only submit a song performance one time per Competition season. If cast for their city region compensation is not included in the elimination rounds and Contestants must cover their own travel or other expenses. If cast, Contestants will have to share details about their personal life to Producer to be used

for Competition purposes. Contestants cannot promote personal brands and must always dress in clothing that has no corporate logos, sports names or brands. No nudity or profanity is ever allowed.

Competition Rules:

The Competition itself is a tournament-styled "live" singing Competition where the ten (10) Contestant Acts who are cast from each region compete in an elimination Competition format judged first by the "Committee of Judges" (during a "Voting Period") and voting method announced and determined by Producer in its sole discretion) to determine the top six (6) Acts, and then by a panel of Judges from each regional city to narrow it down to the top two (2) Acts who will be judged by a panel of Judges to determine the winner of "City Prize." Those five (5) cities winners will and move onto the Competition "Finals" and compete for the Grand Prize.

There are three (3) distinct Rounds in the Competition: The First Round, the Second Round and the Grand Finale Round.

The First Round Rules:

In Round 1 - The Competition will feature up to forty (40) Contestant singing Acts from each of the five (5) competing regional cities. Producer will identify and cast up to ten (10) Contestants from each region who have submitted videos of their singing performances to Producer. These ten (10) singing performances will then be voted on by the committee of judges (during a Voting Period and voting method announced and determined by Producer in its sole discretion) via the Soul Country Music Star web site to determine the top six (6) Acts in each region. Those six (6) Acts will then perform "live" before a panel of regional judges (the "Regional Judges") who will determine the top two (2) Acts move on to the Second Round and the "City Finals".

The Act order of appearance at the "live" events in the First Round is determined by Producer in its sole discretion.

The Second Round Rules:

The top two (2) Acts from the First Round will then perform "live" at that city region's "**City Finals**" event where a panel of Judges (the "**Regional Judges**") will determine the winning Act of that city and its prize (the "**City Prize**") and to be declared the one (1) Act to move onto the Grand Finale Round.

Each of the five (5) City Final Winners will win:

- Travel and Hotel accommodation to the Finals to be held in Los Angeles November 2024
- Special Gift Package (To be determined)

The Act order of appearance at the "live" events in the Second Round is determined by Producer in its sole discretion.

Song Selection Rule

All contestants must be prepared with a total of three songs: two for the competition rounds and one for the final round. For the 2025 competition, each contestant will perform two songs during the Regional Finals. This format allows the judges to fully evaluate their vocal abilities and versatility. In the Final Round, the top two contestants will each perform their third song as they compete for the title of Soul Country Music Star.

Eligibility Rule

Contestants who advance to the National Finals are not eligible to compete in the following year's competition. However, they may re-enter the competition after a one-year hiatus. The Final Competition will feature six contestants: one winner from each regional market and one Wild Card contestant selected from the pool of Regional Runner-Ups.

Wild Card Rule

All Regional Runner-Ups from each of the five (5) cities will have a second chance to compete for a spot in the Soul Country Music Star (SCMS) Finals. At the conclusion of the regional tour, the judges will conduct a comprehensive review of the performances from all second-place finalists. Based on this evaluation, one Wild Card Contestant will be selected to secure the sixth and final spot in the SCMS Finals. The chosen Wild Card Contestant will compete for the grand prize of \$10,000 and the title of the 2026 Soul Country Music Star.

Grand Finale Round Rules:

In the Grand Finale or Round 3 – the five (5) City Winners and one (1) Wildcard will compete "**live**" head-to-head in Los Angeles at an event to ultimately win the grand prize ("**Grand Prize**") of \$10,000 and other prizes as described below, and ultimately be deemed the "**Soul Country Music Star**" of the Competition as determined by a panel of judges (the "**Finale Judges**"), in accordance with these Official Rules.

In the Finale, each Act will perform its Act "live" for the Judges and a Finale Audience and in an order as determined by Producer. Upon the conclusion of the performances the Judges will evaluate each performance based on the judging guidelines as set forth below in these Official Rules.

The one (1) Finale Winner will win the Grand Prize of:

- \$10,000 Cash Prize
- Possible Opportunity for Music Streaming (To be determined)
- Travel Opportunity with BPIR Rodeo in 2025 as the Featured Country Music Artist
- On-line Promotions & social media to promote your music
- \$1,000+ Western Wardrobe
- Other Gifts and Prizes (To be determined)

Judging:

In each Round, Contestant Acts will be judged by the Judges as determined by Producer based on the following criteria (collectively, the "**Judging Criteria**") for the Rounds of the Competition:

In Round 1, for casting the ten (10) Acts who begin the Competition Producer will decide what Criteria they decide to use, if any, which may be highly subjective.

In Round 1 for the committee of judges will whittle the ten down to the top (6) using the voting criteria, which could be entirely subjective and basically who the liked best.

In Round 1 for the Judging Panel to deliberate on whittling the six (6) Acts down to the top two (2) based on their "live" performances the Judging Criteria for the Judges deliberations will be scored as follows on a scale of 1 to 5 (1 being the lowest and 5 being the highest) according to the following Judging

Criteria:

1. Skills and Performance:	Score:
- Vocal Ability	

Instrumental Skill (if applicable)Stage PresenceOverall Performance	
2. Persona:LikeabilityEngagingCharismaAuthenticity	Score:
3. Originality:- Creativity in Song Choice- Lyric Content / Interpretation of Lyric- Style	Score:
 4. Star Quality: - Ability to Command Attention - Potential for Longevity - Memorable Presence - Undeniable Essence / It Factor 	Score:
In Round 2 for the Judging Panel to deliberate on the to performances for the City Finals and decide the Act wir for the Judges deliberations will be scored as follows o 5 being the highest) according to the following Judging	nner of that City Final the Judging Criteria n a scale of 1 to 5 (1 being the lowest and
1. Skills and Performance:Vocal AbilityInstrumental Skill (if applicable)Stage PresenceOverall Performance	Score:
2. Persona:LikeabilityEngagingCharismaAuthenticity	Score:
3. Originality:- Creativity in Song Choice- Lyric Content / Interpretation of Lyric- Style	Score:
 4. Star Quality: - Ability to Command Attention - Potential for Longevity - Memorable Presence - Undeniable Essence / It Factor 	Score:
In the Finale Round, Contestants will be judged on the 2 and also on the additional category, PROFESSIONA	
5. Professionalism:- Punctuality	Score:

- Overall Preparedness
- Ability to Handle Pressure
- Connection with the Audience

Following each competitive "Live" performance, Producer will ask each Judge to evaluate the performance as outlined above. The Judges may use a numbered point system to help them rank the Contestants on their performances as a judging guide to their ultimate decisions as to determining a winner or loser of the Competition. Each performance will be ranked by the Judges, based on the Judging Criteria above, but scores may also be based on any other factors, some or all of which may be entirely subjective.

In general, the Judges will evaluate and privately deliberate each Act's" Live" performance and scores ("Judges Deliberation"), which may occur in private. The function of the Judges' Deliberation is to set forth the Judging Criteria as outlined above, assess each Act as a whole, rank/score them as a guide, and discuss the Judges' viewpoints of the Acts and their success(es) or failure(s) and determine a winner or loser as the case may be. After the final Judges' deliberation, all Contestants are invited back to the stage together for the Judge's feedback and decisions, in a manner determined by Producer.

Producer reserves the right to add, replace and/or reduce the number of Judges at any time during the production of the Competition.

The decisions of the Judges and/or Producer with respect to judging outcomes or procedures shall be final, binding and not subject to challenge or appeal.

There will be no ties to determine eliminations and/or the ultimate winner of the Grand Prize. The Judges will determine how to break such tie or deadlock in their sole discretion, and the decision of Judges in such respect shall be final, binding and not subject to challenge or appeal.

Producer shall have the right to conduct frank and open discussions and consultations with the Judges regarding all judging decisions and to solicit the Judges' observations and opinions and share information regarding the Acts and Contestants; it being understood that all decisions of Judges shall be final, binding and not subject to challenge or appeal.

The Judging Criteria and all other methods and results of the judging process are final and not subject to appeal, review or challenge.

The Judges' decisions with respect to the Grand Prize winner and all other matters pertaining to the Competition and production shall be final, binding and not subject to appeal or challenge.

Prize and/or Grand Prize:

The Acts that wins the City Finals of the Competition will receive the City Prize as described above. The Act that wins the Final wins The Grand Prize as described above. All Prizes are paid to the Act in equal shares among the members of a multi-person Act, if applicable. Regardless of whether or not Producer withholds any taxes, each winning Contestant will be solely responsible for any and all tax liabilities or any other assessments, wherever incurred, resulting from such Contestant's receipt of the Grand Prize. Producer may deduct or require payment of any such tax or fee before delivery of the Grand Prize. Expressly for the avoidance of doubt, the Grand Prize is for the winning Act, not per Contestant.

The award of the Grand Prize will be conditioned on Contestant's compliance with these Official Rules, continued compliance with the terms of the "Contestant Release", eligibility verification and compliance with Producer's requirements, including without limitation execution of all necessary documentation. If Producer deems that an Act and/or Contestant is ineligible to receive a Prize or the Grand Prize, such ineligibility shall be considered a forfeiture of the Prize or the Grand Prize by such Act and/or Contestant and such Act and/or Contestant shall release the Released Parties (as such term is defined in the

Contestant Agreement) from any and all obligations in connection with the Prize or the Grand Prize. For the sake of clarity, if the Act that wins the Prize or the Grand Prize consists of more than one Contestant, and if any of the Contestants in the Act is deemed ineligible to receive or otherwise forfeits the Prize or the Grand Prize in accordance with the terms of these Official Rules and the Contestant Agreement, then all members of such Act shall be deemed disqualified.

The City Prizes and the Grand Prize will be awarded to the winning Acts after their respective "Live" events, provided that all Contestant(s) that make up the Act meet all requirements of Producer as set forth herein and the Contestant Agreement.

Any City Prize or The Grand Prize are not permitted to be assigned, transferred, exchanged, or sold by any of the Contestant(s) to other Contestant(s) or any other third parties, and no Contestant may agree to share (except as among the members of the Act), assign, transfer, exchange or sell any prize or portion thereof before it has been awarded to any Contestant.

Any Act and/or Contestant's refusal to accept the Prize or Grand Prize shall constitute a forfeiture of the Grand Prize, and any such Act and/or Contestant shall release the Released Parties (as such term is defined in the Contestant Agreement) from all obligations in connection with the Grand Prize.

Contestant further understands and agrees that in the event they are awarded the City Prize of the Grand Prize: (i) the City Prize or Grand Prize shall be payable in equal shares to all members of the Act, (ii) Contestants are responsible for any taxes on any Prize they win, and the value of the City Prize of Grand Prize may be reported to the Internal Revenue Service and other applicable taxing authorities as prize winnings, and that Contestant will receive a 1099 tax form reporting the Grand Prize; and (iii) it is Contestant's responsibility to report the Grand Prize they are awarded to the IRS and any other applicable taxing authorities on their income tax return.

Additional Official Rules:

Producer may require losing Acts or Acts that are not chosen to compete during the First Round to become Alternates (and therefore such Alternate Acts must remain at the production location) for the Second Round, and may require losing Acts or Acts that are not chosen to compete during the Second Round to become Alternates (and therefore such Alternate Acts must remain at the production location) in the event any of the Finalists needs to drop out of the Competition for any reason.

Unless otherwise allowed by these Official Rules, Contestants must not appear with, or compete against, anyone (including, without limitation, the Judges) who is an acquaintance, friend or relative, unless they have disclosed to Producer such relationship prior to their appearance in the Competition and Producer has made a determination regarding their eligibility.

Contestants must immediately inform Producer if any such Contestant knows the any Judges, any production personnel and/or employees of Producer or Exhibitor or their respective parent, subsidiaries or affiliates or any of its licensees, assigns, or any other person or entity involved in the development, production, distribution, or other exploitation of the Competition.

Contestants must play fairly and continue game play throughout the entire Competition, either to the point of a Contestant's elimination or Contestant's completion of the Finale Round.

Contestants may not conspire or collude with any other Contestant, the Judges, production staff, audience member, or any others to determine the outcome of any Round and/or the Competition. Contestants must notify Producer immediately if any other Contestant or anyone acting on their behalf attempts to initiate any such communication before, during or after production.

Contestant understands that his/her success or failure in the Competition may be affected by the actions and/or advice of the Judges, members of the Act, and/or other Contestants they are competing against, and/or the Contestant's supporters. Contestant also understands and acknowledges that the game play conducted as part of the Competition may involve them receiving advice from Producer and its employees,

the Judges, members of the Act, Contestants they are competing against, and/or the Contestant's supporters, but the Contestant is free to accept or reject any such advice, and Contestant will be solely responsible for any and all decisions that they make during the Competition, whether or not such decisions are consistent with any advice he/she may receive, and whether or not such decisions affect the outcome of the Competition.

Contestant is not permitted to wear apparel or utilize any equipment or props with logos or brand names without Producer's consent. Contestant must wear apparel appropriate for broadcast. If at any time a Contestant is wearing any apparel that does not comport with these guidelines, as determined by Producer in its sole discretion, then the Contestant may be asked to change apparel with other apparel from Contestant's own wardrobe or with that provided by Producer, in its sole discretion.

If a Contestant becomes sick, injured or otherwise unavailable to participate for any reason in any Round of the Competition, as determined by Producer in its sole discretion ("**Unavailable**"), then the Unavailable Contestant will be disqualified and eliminated from the Competition and replaced or not replaced in Producer's sole discretion.

It is expressly acknowledged and agreed that Producer has the right at all times and in its sole discretion to amend the Competition format and these Rules in any manner and for any reason, including in the unlikely event that a portion of the Contestants and/or Acts become Unavailable.

Technical Interruption Rule

If a contestant's performance is disrupted due to an unforeseen technical issue, such as a sound system failure or microphone malfunction, they will be granted the opportunity to restart their performance from the beginning. The decision to allow a restart will be made at the discretion of the event judges and production team to ensure fairness while maintaining the integrity of the competition. If the issue occurs mid-performance and significantly impacts the contestant's ability to compete, they may be given a reasonable break before reattempting their song. Additionally, the National Voting Committee reserves the right to offer the contestant an opportunity to compete in the following year's competition.

Disqualification:

Contestants may be disqualified or removed from the Competition location in the sole discretion of Producer for any reason, including, without limitation, the following:

- 1. breaking of any Rules pertaining to the competition or any instruction of Producer;
- 2. breaching any agreement with Producer in connection with the Competition;
- 3. violating any local, city, state or federal law;
- 4. making agreements to financially benefit or receive other similar consideration from any other Contestant, any relative of any Contestant, any agent or affiliate of any Contestant, Producer, or any agent or affiliate of Producer, in exchange for taking or causing to be taken deliberate premeditated actions which would affect the outcome of the competition; such agreements shall include, but not be limited to, accepting offers of money or employment in exchange for intentionally losing or performing poorly in the Competition;
- 5. unlawful conduct or misconduct as determined by Producer in its sole discretion, including, without limitation, harming or threatening to harm other Contestants or production personnel, violent behavior, criminal damage or cheating;
- 6. purposefully impeding the work of the production personnel;
- 7. illness or other health related matters;
- 8. withholding symptoms or information from Producer's medical team;
- 9. failing to participate in the Competition, or any other activity requiring the involvement of the Contestant as directed by Producer and/or Exhibitor; and

10. physical violence of any form.

If a Contestant is disqualified for any reason, the Contestant is disqualified. At the sole discretion of Producer and/or Exhibitor, an eliminated Contestant may be reinstated to replace a Contestant who was ejected from the competition due to disqualification.

Miscellaneous Provisions:

Producer may, in the Producer's sole discretion, suspend or terminate the production of the Competition or modify or amend these Official Rules, or any part thereof, at any time upon the occurrence of an event of force majeure including, without limitation, fire, flood, epidemic, pandemic, earthquake, explosion, accident or other acts of God; act of government (including any governmental order, regulation or order of any court of competent jurisdiction); illness or incapacity of a Contestant, Judge or Competition staff; lockout; strike or other labor dispute; riot or civil commotion; war (whether declared or undeclared) or armed conflict; acts of terrorism; enactment, rule, order or act of government or governmental instrumentality (whether foreign, federal, provincial/state or local); U.S. State Department advisory; material availability; site availability; mechanical failure or technical malfunction, and/or unforeseen production needs; or other cause of similar or different nature beyond Producer's control. Producer's decisions and all matters (including decisions regarding the creation and implementation of these Official Rules) shall be within the Producer's sole control and shall be final and binding on all Contestants in all respects and not subject to appeal. In addition, if any activity on the Program is halted or cancelled for any reason, all Contestants shall abide by the Producer's decision regarding the resumption of the activity and any disposition of prizes including not awarding any prize at all.

The Released Parties (as such term is defined in the Contestant Release) shall not be responsible for any technical, mechanical, or event of force majeure which affect the Contestant selection process, production, Competition, or exhibition if any.

The interpretation, implementation and enforcement of all Official Rules are at Producer's sole discretion.

These Official Rules are Confidential Information, as that term is defined in the Contestant Agreement.

Nothing contained in these Official Rules shall in any way be construed to limit any provision of the Contestant Release, and by participating in the Competition, each Contestant reaffirms and accepts all of the terms and conditions therein. These Official Rules are in addition to all of the terms and conditions of the Contestant Release.

These Official Rules and/or other Competition rules that may be announced or otherwise provided by Producer are subject to change at any time, in Producer's sole discretion.

By participating in the Competition, each Contestant agrees that his/her participation signifies his/her clear understanding of, and agreement to follow and be bound by, these Official Rules and any additional rules (as they may be changed, modified or amended by Producer in its sole discretion).

By participating in the Competition, each Contestant acknowledges and agrees that all determinations by Producer relating to the Competition shall be final, binding and not subject to challenge or appeal. Failure to comply with any of these Official Rules or any other rules, guidelines, or codes of conduct set forth by Producer may result in a contestant's disqualification and/or forfeiture of prizes at Producer's sole discretion.

I ACKNOWLEDGE THAT I HAVE RECEIVED, READ, AND UNDERSTOOD THE FOREGOING OFFICIAL RULES, AND I AGREE TO ABIDE BY AND OBEY THE FOREGOING OFFICIAL RULES (AS THEY MAY BE OR HAVE BEEN CHANGED, WITH OR WITHOUT NOTICE, MODIFIED OR AMENDED BY PRODUCER IN ITS SOLE DISCRETION AT ANY POINT DURING THE COMPETITION.