



Aria Contest Guidelines

ELIGIBILITY: Open to any individual age 11-17 as of the date of submission (“Entrant”). The following individuals are not eligible: children of employees, contractors, directors and officers of Boston Lyric Opera (“BLO”), and each of their respective parent, subsidiaries and affiliated companies, and any agent involved in the administration, development, fulfillment and execution of this Contest collectively, (“Contest Parties”). By participating, Entrants agree to these Official Rules and to the decisions of the Judges, whose decisions are final and binding in all respects. All applicable federal, state and local laws and regulations apply.

TO ENTER: Create a video of a performance or interpretation of one of the arias listed in Exhibit A. The performance or interpretation may be vocal or instrumental, and may be a solo performance or ensemble performance, provided that the ensemble does not include more than 6 Entrants. The video must be no more than three minutes in length and must be in one of the following formats: .WMV (Window Media Video), .3GP (cell phones), .AVI (Windows), .MOV (Mac), .MP4 (iPod/PSP), .MPEG, .FLV (Adobe Flash), .SWF (Shockwave Flash), or .MKV (h.264).

The video should be submitted via DVD (“Submission”) to Boston Lyric Opera, Attn: Aria Contest, 45 Franklin Street, Boston, MA, 02110 on or before 5:00pm October 2, 2009 with the following information for all Entrants: name, age, town of residence, school, and daytime telephone number. Creativity and both traditional and non-traditional interpretations are encouraged. No late submissions will be accepted. Any video files that are not able to be played by BLO on its commercial quality DVD players and/or computer system will not be eligible. All Entrants are responsible for acquiring their own music. Public domain versions of some selections may be available on the web and several of the selections can be accessed at: <http://www.dlib.indiana.edu/variations/scores/scores.html>. Selections may be performed in English or their original language.

CONDITIONS OF ENTRY: As conditions of entry into this Contest, and by entering a Submission, each Entrant warrants and represents that the Submission (a) is original and has been legally created by Entrant(s), (b) does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; (c) has not been entered in or won previous contests or awards; and (d) has not been published or distributed previously in any media. Each Entrant, including all Entrants of an ensemble, represents that he/she/they owns/own all rights to his/her/their Submission, including, without limitation, the copyright. Each Entrant further represents and warrants that the Entrant has obtained permission from each person whose name, image or likeness is included in the Submission.

By entering, each Entrant irrevocably grants BLO and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to reproduce, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the

Submission as submitted or as edited/modified in any way by BLO, in its sole discretion, as well as to use Entrant's name, likeness, photograph (collectively, "Likeness"), and/or statements regarding his/her participation in this Contest (with or without using the Entrant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Entrant or any other party. Entrant agrees to indemnify and hold BLO, its agencies and their respective affiliates, officers, directors, agents, or other partners, and any of their employees (collectively, the "Indemnities"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnities due to or arising out of the Submission, or the Entrant's conduct in creating a Submission or otherwise in connection with this Contest, including but not limited to claims for trademark infringement; copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation. Entrant further agrees to release BLO from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of BLO infringes Entrant's rights with regard to any elements, characters or ideas contained in any submission. While both traditional and non-traditional performances are encouraged, submissions must also be tasteful, not disrespectful to the Aria and consistent with the BLO's customary standards of professional performance.

JUDGING CRITERIA: The judging criteria used to determine the Semi-Finalists, Finalists and Winners are as follows: musicianship of performance (50 points), quality of performance (30 points), artist(s) statement (for Finalists; 20 points).

Submissions that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content or language as determined by BLO, in its sole discretion, will be disqualified.

SELECTION OF WINNERS: Submissions will be judged by a qualified panel of judges from BLO staff ("Judges") who will evaluate each eligible Submission based on the judging criteria (defined above), and a maximum of 10 entries will be designated as the Semi-Finalists. In case of a tie the highest score in musicianship of performance category will be declared the higher score. Round 1 judging will be completed on/about October 9, 2009. The Semi-finalists' Submissions will be posted for the public to vote for their favorite at www.youtube.com/BLOAriaContest ("Web Site") on or about October 9, 2009, at 12:00:01 p.m. EST and ending on October 21, 2009, at 11:59:59 a.m. EST ("Voting Period"). Limit one (1) vote per person. Each voter must register with YouTube.com to vote. At the close of the Voting Period, the top 5 Submissions that receive the most votes will be designated as Finalists. All Finalists will be notified by October 23, 2009 and must be available to perform on Saturday, November 7, 2009 between 1:00pm and 4:00pm.

The Finalists shall perform the Submission live between 1:00pm and 4:00pm on November 7, 2009 at the Open House on the Shubert Theatre stage, 265 Tremont Street, Boston. BLO will provide music stands, an electric keyboard, and the necessary number of stand microphones. The Finalists will be performing on the set of BLO's *Carmen*. The stage floor will be textured and a planked runway approximately 10' across will be placed on top of it to create the performance

space. No accompaniment shall be provided. Contestants requiring accompaniment must retain their own pianist.

The winner or winning group shall be judged by the Judges based on the same criteria that was used to determine the Semi-Finalists. The first, second, and third place winners or winning groups will be announced at between 3:00pm and 4:00pm and the winning Submission posted on blo.org.

All Finalists are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion of all required documents (described below). BLO has the sole right to decide all matters and disputes arising from this Contest.

PRIZES: The first place winner or winning group shall receive a cash award of \$1,000. The second place winner or winning group shall receive a cash award of \$500. The third place winner or winning group shall receive a cash award of \$250. Equal shares of each cash prize will be paid to each member of a winning group. All Finalists, including each member of a Finalist group, shall receive a pair of passes to the final dress rehearsal of each of the remaining productions in BLO's season.

Finalists (and the parent or guardian of each Finalist) will be required to irrevocably assign and transfer to BLO any and all rights, title and interest in the Submission, including, without limitation, all copyrights, and agree to waive all moral rights in that Submission. Finalists (and the parent or guardian of each Finalist) will be required to complete, sign and return an Affidavit of Eligibility, Liability Release, Copyright Assignment and, where lawful, a Publicity Release. All completed documents must be returned to BLO within five (5) days of date notice was sent or at BLO's discretion Finalist status will be forfeited and an alternate Finalist may be selected. If the status of one Finalist of the member of a Finalist group shall be forfeited, the entire group's status as a Finalist shall also be forfeited. Notification of Semi-Finalist or Finalist status must be kept confidential until the status of his/her/their Submission is publicly revealed by BLO. The first, second, and third place winners may also be required to sign additional documents, as deemed necessary by BLO in its sole discretion. The first, second, and third place and/or the parent(s)/guardian(s) of same will be responsible for any taxes on the prize, and will receive an IRS Form 1099 for the value of the prize. No substitution of prize is offered, except at the sole discretion of BLO. Prizes are nontransferable. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, BLO reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Further, BLO reserves the right, at its sole discretion, to disqualify any Entrant deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating the Official Rules; or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by BLO or the Contest Parties resulting from any Entrant's or user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in

connection with participating in the Contest. No responsibility or liability is assumed by BLO or the Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an e-mail account used in connection with the Contest. BLO and the Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules. By participating in the Contest, Entrant releases BLO and the Contest Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. BLO and the Contest Parties are not liable in the event that any portion of the Contest is cancelled or delayed due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Should a Force Majeure Event occur, BLO may, but is not obligated to, exercise commercially reasonable efforts to make a reasonable substitution in its sole discretion.

EXHIBIT A

Aria selections

Habanera (*Carmen, Bizet*)

Una furtiva lagrima (*The Elixir of Love, Donizetti*)

Der Hölle Rach (*The Magic Flute, Mozart*)

Der Vogelfänger (The Birdcatcher's Aria) (*The Magic Flute, Mozart*)

Non più andrai (*The Marriage of Figaro, Mozart*)

Voi, che sapete (*The Marriage of Figaro, Mozart*)

Che gelida manina (*La bohème, Puccini*)

Quando m'en vo' (*La bohème, Puccini*)

Un bel di (*Madama Butterfly, Puccini*)

Recondita armonia (*Tosca, Puccini*)

Vissi d'arte (*Tosca, Puccini*)

Nessun dorma (*Turandot, Puccini*)

Largo al factotum (*The Barber of Seville, Rossini*)

La donna è mobile (*Rigoletto, Verdi*)