



FIDELITY INVESTMENTS

YOUNG ARTISTS COMPETITION

AT THE BOSTON POPS

OFFICIAL RULES

No purchase necessary to enter or win. Applications for the competition will be accepted beginning December 11, 2023 and ending March 11, 2024.

1. ELIGIBILITY

The competition, presented by FMR LLC (a/k/a Fidelity Investments) ("Sponsor"), is open to full-time students in good standing in grades 9–12 attending any public, private, parochial, or home school in the Commonwealth of Massachusetts. Entrants must be legal U.S. residents or in the process of obtaining citizenship and must be between 13 and 19 years of age as of January 1, 2024. Entrants must be instrumentalists and/or vocalists. Employees, officers, board members, and independent contractors (and their immediate families (parent, child, spouse, or sibling and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related) of FMR LLC (a/k/a Fidelity Investments) ("Sponsor") and Boston Symphony Orchestra, Inc. ("BSO"), and their respective parent companies, affiliates, subsidiaries, and advertising and promotion agencies are not eligible to participate in this competition. This competition is void where prohibited or restricted by law and is subject to all applicable federal, state, and local laws and regulations.

By entering this competition, an entrant (and, if a minor, his or her parents or legal guardians) agrees to be bound by these Official Rules and the decisions of the judges and/or Sponsor, which are binding and final on all matters relating to this competition.

2. HOW TO ENTER

Application forms are available at <https://www.bso.org/learn/students-educators/the-fidelity-investments-young-artists-competition> or by contacting the BSO at YAC@bso.org.

To enter:

1. submit a completed application form either online or mailed to: YAC at the Boston Pops, c/o Corporate Partnerships, Symphony Hall, 301 Massachusetts Avenue, Boston MA 02115
 - a. if submitting via paper application, application must postmarked by Monday, March 11, 2024, and
2. submit an audio-video copy of your performance act by either (a) uploading an audio-video copy of your performance act to your YouTube account and include in your application the link (URL) that can be used to view your performance act via YouTube or (b) DVD format (mailed to YAC at the Boston Pops, c/o Corporate Partnerships, Symphony Hall, 301 Massachusetts Avenue, Boston, MA 02115) Audio only recordings will not be accepted.
3. the performance submitted with your application must be the same performance that you audition with during the live audition in April 2024.

If you choose to make a copy of your performance act available via YouTube in connection with this competition:

- A. please note that you must have an active account on YouTube in order to be able to upload a copy of your performance act to YouTube;
- B. you must make the copy of your performance act available for viewing via YouTube from the date that your application is submitted through May 15, 2024 (please note that you do not need to make your video available for public viewing on YouTube so long as Sponsor, BSO, and the managers and the judges associated with this competition are able to view your video via the link (URL) you provided in your application);
- C. if you are submitting via paper application please send an email to YAC@bso.org containing your first and last name and the link (URL) that can be used to view your performance act via YouTube; your use of the YouTube website is subject to the terms of use associated with that website, YouTube's privacy policy and YouTube's other policies and rules applicable to that website.

YouTube LLC is not affiliated with Sponsor or BSO or formally involved with this competition in any way.

ALL ENTRIES MUST BE SUBMITTED ONLINE OR POSTMARKED BY MARCH 11, 2024. Sponsor, the BSO and judges are not responsible for late, lost, damaged, incorrect, or misdirected entries.

Each performance act must be either a solo performance or a group performance consisting of not more than five (5) members. If an entry involves a group performance, each performer must meet the eligibility requirements for this competition, and for the purposes of this competition each performer will be considered to be an "entrant" and the group performance will be considered to be a single entry. There is a limit of one (1) entry per student (whether as a solo performer or as part of a group). If more than one (1) entry is received from, or involves, the same student, only the first entry received from, or that involves, that student will be judged and the other entries will be disqualified. Sponsor reserves the right to reject and disqualify an entry if (a) the application submitted is illegible or incomplete, (b) Sponsor, the BSO or the managers or judges associated with this competition are not able to view the audio-video copy of the performance act that was submitted, or (c) the Sponsor, the BSO or the managers or judges associated with this competition discover that any portion of the entry or information supplied with the entry is false or fraudulent.

Performance acts must be instrumental or vocal musical performances. Each performance act must not be longer than four (4) minutes in duration. Performance acts that involve lip-synching, miming or other mimicking of a vocal or instrumental performance will be disqualified.

Performance acts must be in keeping with the Sponsor and the BSO's respective images, and may not be offensive or inappropriate, as determined by the Sponsor and the BSO in their sole discretion. Sponsor and the BSO reserve the right to disqualify an entry if they determine, in their sole discretion, the entry to be offensive, inappropriate, not in keeping with their image or otherwise not in compliance with these Official Rules. Copies of the performance acts that are submitted by entrants in this competition shall become the exclusive property of the Sponsor and will not be returned. By submitting an application, the entrant (and if minor his or her parents or legal guardians) grants to the Sponsor and the BSO an irrevocable, worldwide, fully paid, royalty-free license to copy, edit, modify, display, publish, perform and otherwise exploit in any manner the audition performance (in whole or in part) as well as all subsequent elements associated with the competition, including but not limited to the audition, rehearsal process and/or recorded live performance in all media now known or hereafter discovered, without further approval of or payment to the entrant and/or parent or legal guardian. Entrants will not receive any monetary compensation at any stage of this competition, including but not limited to any audition, rehearsal or on-stage performance (other than the Grand Prizes that are awarded to the Grand Prize Winners).

Each entrant is required to identify on the application form an adult person who will act as the entrant's mentor ("Mentor") for the competition and provide his or her contact information (telephone number and email address). The Mentor must be a teacher (of music or any other subject) or administrator at the entrant's high school, a private music instructor, or an administrator or staff member of a local community, music or arts organization or be his/her parent. If the entrant is home schooled, the entrant's parent may be his/her Mentor.

3. SELECTION OF WINNERS

All eligible entries received by Sponsor will be judged by a panel of judges. There will be two (2) judging rounds. In the first round, the performance submitted with each eligible entry will be judged to determine up to twenty (20) submissions, each of which shall be considered to be a "Finalist Act." For purposes of these Rules, each member of a Finalist Act shall be considered to be a "Finalist."

In the second round, each of the Final Acts will have the opportunity to perform a live audition on April 2, 2024, and the live auditions will be judged by a second panel of judges to determine each Finalist Act's audition score. Up to four (4) Finalist Acts with the highest audition scores will each be a winning act. At the Sponsor's discretion, the act with the fifth highest audition score may also be selected as a winning act, or if fewer than four (4) Finalist Acts meet or exceed a minimum audition score established by Sponsor, the BSO and/or the judges, Sponsor may elect to select as winning acts only those Finalist Acts whose audition score met or exceeded the minimum audition score, thereby resulting in fewer than four (4) winning acts being selected. Each Finalist that is part of a winning act will be a Grand Prize Winner.

Each round of judging will grade each performance based on the following criteria (each element having the potential maximum point value of 25 points with a maximum total combined value of 100 points): (i) technique, (ii) technical accuracy in the performance of the selected musical piece, (iii) interpretation of the selected musical piece, and (iv) presentation. In the event of a tie, the performance with the highest score for presentation will prevail. In the event of a further tie in such score, the tie will be broken in such manner not involving chance as the judges may determine in their sole discretion.

All decisions of Sponsor, the BSO and the judges are final and binding on all matters relating to this competition.

The first round of judging is expected to be completed by the first week of April 2024. Each Finalist will be notified by phone or email and will be required to sign (and if a Finalist is a minor, the Finalist's parents or legal guardian will also be required to sign) a Participation Agreement; an affidavit of eligibility; a liability release; and, where lawful, a publicity release, and deliver such signed documents via DocuSign electronic delivery to Sponsor by April 2, 2024. See "Participation Agreement and Releases" below for additional information about these documents. If such documents are not returned to Sponsor by the date specified above, if a Finalist cannot be contacted at the telephone number specified on the entry form, or if a Finalist or Grand Prize Winner is not in compliance with these Official Rules, the prize(s) to be awarded to such entrant will be forfeited and, at Sponsor and BSO's discretion, an alternate Finalist or Grand Prize Winner may be selected by the judges. Sponsor reserves the right in its sole discretion to conduct a background check on entrants chosen as Finalists and disqualify any individual who has been charged with or convicted of a crime or if Sponsor and/or the BSO determine in their sole discretion that awarding a prize to such individual may reflect unfavorably on the competition or Sponsor and/or the BSO.

NOTE: If a Finalist (including any entrant in a group performance that is selected as a Finalist Act) is not available to (1) participate in the live auditions in April 2024; (2) participate and work with the professional musicians and coaches to rehearse their act on dates and at times set by Sponsor and the BSO in their sole discretion, tentatively planned for select dates in April and May 2024 and (3) participate at the recording and performance of the final concert at Symphony Hall (scheduled for June 4, 2024); and to be included in a concert that, at the sole discretion of the BSO, may be streamed by the Boston Pops (collectively, the "Streamed Pops Concert") and the rehearsals for such concert, such Finalist and his or her Finalist Act will be disqualified, and Sponsor may, but is not obligated to, select the entry with the next-highest points from among all remaining entries as a replacement Finalist Act or Grand Prize Winner, as the case may be. Currently, Sponsor expects that the rehearsals will be held up to weekly throughout April and May 2024; rehearsal location is subject to Boston Symphony Orchestra COVID protocols and may be held in person or virtually over a mutually agreeable platform; the dress rehearsal at Symphony Hall to be scheduled for June 4, 2024; and the live performance at Symphony on June 4, 2024. However, Sponsor and the BSO reserve the right, in their sole discretion, to schedule substitute and/or additional rehearsal dates any time between April 2, 2024 and June 4, 2024 in person or virtually or at any such other venue in the greater Boston area as may be selected by Sponsor or the BSO.

Sponsor and the BSO reserve the right, in their sole discretion, to change the dates associated with the judging activities or the concert or rehearsals that are part of the Grand Prize, or substitute another venue for the live auditions or for the concert or rehearsals that are part of the Grand Prize, due to circumstances outside of their control.

If any Grand Prize Winner is determined to be ineligible or declines the opportunity to participate (or is unable to participate) in Grand Prize activities, that Grand Prize Winner (and his or her Finalist Act) will be disqualified and Sponsor may, but is not obligated to, select the Finalist Act with the next-highest audition score from among all remaining Finalist Acts as a replacement Grand Prize Winner.

4. PRIZES

Grand Prize – Each Grand Prize Winner will be awarded a Grand Prize consisting of (a) the opportunity for the Grand Prize Winner to perform on stage before a live audience at Symphony Hall during a June 4, 2024 Boston Pops Concert and/or on a Boston Pops Virtual concert which may be available and streamed to the public in 2024 as part of the BSO Inc's concert programming (to be eligible to participate in the concert, the Grand Prize Winner must participate in the rehearsals with professional musicians described above); (b) the rehearsals with professional musicians and coaches described above in preparation for the Boston Pops Concert; (c) for the Grand Prize Winner's family and friends, six (6) tickets for the live performance; (d) professional photos or a video clip of the performance and/or audition; and (e) a \$100 Gift Card. Approximate retail value ("ARV") of each Grand Prize: \$905. In addition, the Mentor of each winning act will receive six (6) tickets for the live performance. Approximate retail value ("ARV") of each prize awarded to Mentors: \$700.

First Prizes – Each of the entrants of an entry chosen as a Finalist Act, and each Mentor of a Finalist Act, will receive a special T-shirt and a certificate of participation signed by Keith Lockhart. ARV of each First Prize: \$6.

Total ARV of all prizes: \$6,420 (based on 4 winners). Actual total retail value of all prizes will vary based upon the number of students in the performance acts and the total number of Grand Prizes and First Prizes awarded.

All winners are solely responsible for any applicable taxes, expenses, and costs or fees associated with acceptance and/or use of prize, including, without limitation, transportation to and from events, meals, gratuities, and the like. All winners, Mentors, and their respective guests must comply with all Symphony Hall rules and regulations including any required COVID protocols. Prizes are awarded "as is" with no warranty or guarantee, either express or implied, by Sponsor. Winners may not substitute, assign, or transfer any prize or redeem any prize for cash, including concert tickets for the Streamed Pops Concert (if the concert is streamed). Sponsor reserves the right, at its sole discretion, to substitute any prize (or portion thereof) with one of comparable or greater value.

Winners (or, if minors, their parents or legal guardians) are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. Each Finalist (or if a minor his or her parent or legal guardian) must provide Sponsor with his or her Social Security number or tax identification number and shall receive a federal tax reporting statement if necessary.

For the live performance during the Boston Pops concert on June 4, 2024, a winning Finalist Act may be asked to perform an alternative music selection in its current repertoire chosen by the Boston Pops that is different than the music selection performed in its application and/or audition. If a winning Finalist Act does not agree to perform an alternative music selection, the prize(s) to be awarded to such Grand Prize Winners will be forfeited and, at Sponsor and the BSO's discretion, an alternate Grand Prize Winner may be selected by the judges. Sponsor and/or the BSO (or, if requested by Sponsor, the judges) will determine the order in which the Grand Prize Winners will perform for Boston Pops Concert. Sponsor and the BSO shall have the right to approve the wardrobe of the Grand Prize Winners for the Boston Pops Concert.

If for any reason, including but not limited to labor dispute, pandemic, war, weather, acts of God; or any other cause beyond their reasonable control, the Boston Pops Concert is cancelled, Sponsor and the BSO shall have no obligation to reschedule such performance or provide the opportunity for the Grand Prize Winners to perform at an alternative live performance, and shall have no further obligation to the Grand Prize Winners, their Mentors or any other person with respect to that portion (and all related portions) of the Grand Prize or otherwise with respect to such cancellation.

5. PARTICIPATION AGREEMENT AND RELEASES

As described in Section 3 above, each Finalist (and, if the Finalist is a minor, the Finalist's parent or legal guardian) will be required to sign and return a Participation Agreement and the releases described in Section 3 above within the time period specified in that section. Pursuant to those documents, the Finalist will, among other things, (a) agree to comply with certain rules and procedures applicable while participating in the audition process, including following all BSO COVID protocols, and, if chosen as a Grand Prize Winner, the concert and other events associated with the Grand Prize; (b) acknowledge that neither the Sponsor nor the BSO is obligated to have the Finalist or any student performers appear in any concerts, and that Sponsor or the BSO may disqualify the Finalist from the remainder of this competition at any time and for any reason, in their sole discretion; and (c) grant the Sponsor and the BSO the right to photograph, film, and record the audition process, rehearsals and the concert and other events associated with this competition, including the Grand Prize, and the perpetual right to use such materials for their respective publicity, advertising and other purposes without further approval of or compensation to the Finalist or the Finalist's parents or legal guardian.

6. GENERAL CONDITIONS

Entrants must follow all the rules, direction, BSO COVID protocols, and instructions of the Sponsor and the managers of this competition. Rules and procedures are subject to change at the Sponsor and BSO's sole discretion. Entrants (and, if minors, their parents or legal guardians), by participating, agree that Sponsor; Boston Symphony Orchestra, Inc.; and their respective parent companies, affiliates, subsidiaries, and advertising and promotion agencies, and all their respective officers, directors, employees, board members, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries, losses or damages of any kind, including death, to persons or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this competition or any of the events awarded as prizes. Except where legally prohibited, entry into this competition and/or an entrant's acceptance of any prize constitutes permission for Sponsor and the BSO and their designees to use his or her name, address (city and state), photograph, voice, and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. The Released Parties are not responsible for any aspect of the YouTube website, any problems in accessing the YouTube website (generally or any specific video) or uploading a video or other material to the YouTube website, any technical problems affecting or caused by the use of the YouTube website, any changes made by YouTube with the operation of the YouTube website, or any other technical malfunction or lost, delayed or unsuccessful data transmission. If any entry or any aspect of the contest is, in Sponsor's sole opinion, compromised by virus, worms, bugs, technical difficulties, unauthorized human intervention or other causes that, in the sole opinion of Sponsor, corrupt or impair the administration, security, fairness or proper play of this competition or the submission of entries, or if for any other reason this competition is not capable of running as planned (including, without limitation, technical failures or any other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of this contest), Sponsor reserves the right at its sole discretion to cancel, suspend, modify or terminate this contest and proceed in a manner it deems fair and reasonable, which may include, at its discretion, selecting the winners from all eligible non suspect entries received prior to such cancellation, modification or termination.

WINNERS LIST

For the names of prize winners (available after June 30, 2024), send a self-addressed, stamped envelope to:
YAC at the Boston Pops Winners List, c/o Corporate Partnerships, Symphony Hall, 301 Massachusetts Avenue, Boston, MA 02115. Requests must be received by September 1, 2024.

SPONSOR

National Financial Services LLC and Fidelity Brokerage Services LLC, Members NYSE, SIPC, and Fidelity Investments Institutional Services Company, Inc.

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COMPETITION PARTNER

Boston Symphony Orchestra, Inc., 301 Massachusetts Avenue, Boston, MA 02115

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