

**RULES AND REGULATIONS  
SHAKE IT UP, INCORPORATED  
GREEK HALL OF FAME**

**1. HOW IT WORKS**

Shake It Up Incorporated is the first to showcase Greek talent without the expense of travel. Beginning January 1, 2010 through February 28, 2010 Shake It Up Incorporated will be accepting mail submissions for our Hall of Fame in three categories (Stepping, Party Walking, and Saluting). Semi-Finalist will be announced April 1, 2010. Finalist will be announced April 15, 2010. Winners and inductees of the Hall of Fame will be announced on May 1, 2010. Applications can be found on the Shake It Up Incorporated website ([www.shakeitupinc.com](http://www.shakeitupinc.com)). The exact dates of Qualifying and Winner Notifications are subject to change.

**2. ELIGIBILITY**

All participant(s) must:

- Be a legal resident of the United States, 18 years of age or older at the time of Winner Notification.
- Be an active member, in good standing of an undergraduate or alumni chapter of a nationally-recognized, service oriented fraternity or sorority.

Employees of Shake It Up Incorporated and their respective affiliates, subsidiaries, advertising and promotion agencies and suppliers that are involved in this promotion and each of their immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother and half-sister) and/or those living in the same household of each will not be considered an "eligible" and may not submit an entry.

**REQUIREMENTS**

- Every participant must meet the member eligibility requirements.
- In a Team Category - Every participant must be of the same gender.
- A Team must have a minimum of three (3) performing Team members and no more than fifteen (15) performing Team members.
- Each Team must designate one (1) Team Captain (who also must be among the fifteen (15) eligible Team members). The Team Captain will serve as the primary

point of contact and communication between Shake It Up staff and the Team, as well as be the recipient of any awards if chosen as a Winner. Thus, the Team Captain is responsible for acquiring full authorization from all Team Members to submit an entry form and video (on behalf of the Team) that may be published and used for marketing purposes. \* (see section 9 below for additional exclusive rights)

## RESTRICTIONS

- A Team or Individual may compete in one or more Shake It Up Incorporated categories, and may have unlimited number of submissions.
- Videos can be new or old performances.

## LIMITATIONS

By submitting the Materials in the Contest for an Entry, you represent and warrant to the Parties that the Materials and everything depicted therein: **[1]** do not originate from a magazine, newspaper or other commercial or proprietary source; **[2]** do not infringe upon or otherwise violate any right of any person, firm or entity; **[3]** comply these Rules; **[4]** do not contain any trademarks, logos, insignia, location signage, photographs, artwork or sculptures or other material (e.g., on props, costumes, background) that would infringe any third party's copyrights or trademarks; and **[5]** do not contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, harassing, defamatory, libelous, infringing or otherwise objectionable or unlawful as determined by Sponsor in its sole discretion.

To the extent any "moral rights," "ancillary rights," or similar rights in or to the Submissions exist and are not exclusively owned by the Parties, you agree not to enforce any such rights as to us or our licensees, distributors, agents, representatives and other authorized users, and you shall procure the same agreement not to enforce from any others who may possess such rights.

Without limiting the scope of the Submissions License or any future grant of rights, consents, agreements, assignments, and waivers you may make with respect to Submissions, you hereby ratify any prior grant of rights, consents, agreements, assignments and waivers made by you with respect to Submissions submitted by you to us.

Administrator may, in its sole discretion, disqualify and remove any contestant that Administrator deems to be in violation of these Limitations at any time

### 3. HOW TO ENTER

There is no maximum number of Teams or Individuals that may compete in any given category.

#### MAIL IN REGISTRATION

**Complete Mail In Entry Form** Go online to [www.shakeitupinc.com](http://www.shakeitupinc.com) and follow the directions to enter. Submission acceptance will end at 11:59:59 PM (ET) on February 28, 2010. Relevant cut off dates and times can be found on the Shake It Up Incorporated website ([www.shakeitupinc.com](http://www.shakeitupinc.com)).

To Enter: Mail in a completed entry form identifying (i) your school or school you attended, (ii) the Greek organization with which you are affiliated, (iii) your Chapter's name, (iv) the names of participant(s) performing, and (v) a Team Captain (to serve as the primary point of contact and person allowed to transact on behalf of all team participants), along with a video showcasing your talent, and entry fee made out to Shake It Up Incorporated (payable via: bank check, money order or credit card).

Individual Entry - \$5.95 per entry/per person/per category/per sub-category

Team Entry - \$15.95 per entry/per team/per category/per sub-category

**Entry Confirmation** The individual participant and Team Captain (for team performances) will receive an email confirmation when you or your Team has been successfully entered.

Each individual participant and Team Captain (for team performances) must complete the following for Entry Confirmation:

- o Read and sign the Entry Rules (Team performances – Team Captain will sign one form on behalf of the entire group)
- o Sign a entry affidavit/waiver/release form (Team performances – Team Captain will sign one form on behalf of the entire group)

NOTE: An entry will be considered not valid until ALL of the steps of Entry Confirmation are completed.

## **4. PERFORMANCE CRITERIA/ SHAKE IT UP INCORPORATED CODE OF CONDUCT**

### **Participant(s)**

Participant(s) should ensure that their performance has the full consent of each participating member; Therefore, Team Captains are held liable for acquiring full consent from each participant.

### **Performance**

Participant(s) should ensure that their performance is suitable for viewing by people of all ages. No portion of the performance should reflect negatively upon Shake It Up Incorporated or the fraternity or sorority or subject them to public scandal or ridicule. Prohibited performance conduct includes, but is not limited to, the following:

- Ridiculing other fraternities or sororities;
- Any dance or step routine that includes nudity, partial nudity, gyrating or simulating sexual activity, or sexually suggestive movements;
- Profanity, including any word, expression, hand gesture or other behavior that is socially construed or interpreted as insulting, rude, vulgar, or disrespectful;
- Use of any music and/or videos that are in poor taste or contain profanity or sexually explicit language or connotations; and
- Performing under the influence of alcohol or drugs.
- Simulating illegal hazing practices.

### **Attire/Appearance**

Each participant is expected to wear appropriate attire. All clothing should be clean, properly fitting, in good repair and meet the following requirements:

- All undergarments (including briefs/boxers and sports bras) should be properly covered by your outer clothing.
- Strapless or tube tops, low cut clothing, transparent clothing, and very short skirts, shorts or dresses are inappropriate.
- Attire must not display obscene, profane, illegal, inappropriate or offensive images or words, including references to alcohol, tobacco, drug usage or violence.

- No advertising slogans or corporate logos shall appear on the clothing of participant(s).

Additionally, no tattoos or brands may be visible.

### **Music**

Music for your performance cannot contain profanity or sexually explicit language. The approved music selection cannot exceed 5 minutes throughout the entire routine.

### **Behavior**

- All participant(s) shall follow the instructions and directions of Shake It Up Incorporated.
- Participant(s) shall not engage in any acts or behavior that are obscene, offensive, immoral, or that would reflect negatively upon their fraternity or sorority or Shake It Up Incorporated.
- Participant(s) shall abide by all rules, policies and procedures of their fraternity or sorority including its Constitution and Bylaws and Protocol manual.
- Participant(s) shall abide by all rules, policies and procedures of their academic institution.

## **5. CATAGORIES**

### **Head 2 Head**

Video submissions will be evaluated, compared, and judged against those within the same fraternity or sorority, both on an individual basis and in a Team category. Entries can be made in any of the following sub-categories (both on an individual or Team basis): Party Walking, Stepping, and Saluting

### **Cross over**

Video submissions will be evaluated, compared, and judged against other fraternities or sororities, both on an individual basis and in a Team category. Entries can be made in any of the

following sub-categories (both on an individual or Team basis): Party Walking, Stepping, and Saluting

## **6. JUDGING**

Each performance is scored on the Shake It Up Incorporated 40 point scale which is divided into five (4) different criteria:

- Creativity - Performing new and innovative routines and utilizing a creative introduction and ending (10 points)
- Show Theme - The overall storyline of the performance (10 points)
- Execution - Carrying out precise rhythmic syncopation of beats (10 points)
- Showmanship - Overall manner of performance (10 points)

### **Deductions and Disqualification**

Participant(s) are expected to conduct themselves in a professional manner and represent their organizations in a positive light.

Deductions may be assessed in the sole discretion of the Shake It Up Incorporated Staff, whose decisions are final, for any of the following:

- Exceeding allotted time for performance
- Violation of the Performance Criteria/Shake It Up Incorporated Code of Conduct

Egregious violations of the Performance Criteria/Shake It Up Incorporated Code of Conduct may result in immediate disqualification in the sole discretion of the judges, the Shake It Up Incorporated staff, whose decisions are final.

## **7. WINNER QUALIFICATIONS**

The Qualifying Event is composed of two (2) rounds - the Semi-Finals Round and the Finals Round.

### **Semi-Finals Round**

Entries are allotted ten (10) minutes performance time including introduction and ending. A Deduction will be taken from the overall score if a performance exceeds the allotted time frame.

The total score from the Initial Round will determine each finalist; score based on the Shake It Up Incorporated 40 point scale, less any Deductions. The top fifteen (15) individuals and teams with the highest scores within each category will advance to the Finals Round.

### **Finals Round**

The top fifteen (15) scoring Individuals and Teams (per category) from the Semi-Finals Round will compete in the Finals Round. Those video entries will be reviewed for a second time (by a separate judging panel) to determine the winners of the Final Round.

The scores of the Semi-Finals Round and the Finals Round, based on the Shake It Up Incorporated 40 point scale (less any Deductions), will be averaged together to determine the Winners. The top three (3) will be designated the Winners of each category.

## **8. PRIZES**

### **Entry in the Finals Round**

- The 2nd, 3rd and 4th place participant(s) in each category will receive notification of Winnings, certificate, and cash award.

2nd Place Prize – TBD (Based on number of submissions; not to be less than \$100)

3rd Place Prize - TBD (Based on number of submissions; not to be less than \$100)

4th Place Prize - TBD (Based on number of submissions; not to be less than \$100)

- The 1st place participant(s) in each category will receive notification of Winnings, certificate, cash award, Video posted on the Shake It Up Incorporated website ([www.shakeitupinc.com](http://www.shakeitupinc.com)), and an elite spot in the Shake It Up Incorporated Hall of Fame.

1st Place Prize - TBD (Based on number of submissions; not to be less than \$100)

**National Headquarters Award** Shake It Up Incorporated will award 1st, 2nd and 3rd place cash prizes to the National Headquarters of the fraternity and sorority with the most overall winners.

1st Place Prize - TBD (Based on number of submissions; not to be less than \$100)

2nd Place Prize - TBD (Based on number of submissions; not to be less than \$100)

3rd Place Prize - TBD (Based on number of submissions; not to be less than \$100)

Payment of the funds will be made directly to the individual listed on the Entry Form. Team Awards will be made directly to the Team Captain and sole discretion of division of funds is to be made by Team Captain and/or Chapter. Prizes will be awarded to the winning participant(s) listed on the Entry Form beginning no later than May 31, 2010, and are subject to additional, separate terms and conditions.

## **9. GENERAL RULES**

**SHAKE IT UP INCORPORATED RESERVES THE RIGHT TO REVISE, CHANGE, ALTER THESE OFFICIAL RULES AND REGULATIONS AT ANY TIME OR REVISE, CHANGE, ALTER OR ELIMINATE ANY ASPECT OF THE SEMI-FINALS OR FINALS, IN ITS SOLE**

**DISCRETION.** By participating in a Qualifying Event, each entry participant agrees to be bound by the Official Rules and the decisions of the judges, Shake It Up Incorporated staff. Failure to comply with any of the above rules and regulations may result in immediate disqualification, in the sole discretion of the Shake It Up Incorporated staff. All materials submitted become the sole property of Shake It Up Incorporated and will not be acknowledged or returned. By entering a Shake It Up Incorporated Event, each participant grants to Shake It Up Incorporated a royalty free, unlimited license and exclusive right to use, broadcast, publish, copyright and for any other lawful purposes whatsoever, including but not limited to, advertising, promotion, publicity, trade, merchandising, packaging, public relations and media purposes, unless otherwise prohibited by law, participant(s) likeness, including name, biographical information, voice, statements, recordings or interviews and endorsements made by or attributable to him/her, verbatim or otherwise ("Likeness") in perpetuity throughout the universe, and in any language, in connection with the production, exhibition, exploitation, merchandising (retail and licensed) and promotion of the Shake It Up Incorporated Greek Hall of Fame, in whole or in part, in any form, in any and all media, whether now known or hereafter developed worldwide without limitation. All rights set forth herein and any and all materials created incorporating a participant(s) Likeness, in whole or part, will be the sole property of Shake It Up Incorporated. All photos and videos are property of Shake It Up Incorporated and its affiliates. Each participant agrees to release and hold Sponsor, the Promotional Participants (i.e., Shake It Up Incorporated and their respective affiliates, subsidiaries, advertising and promotion

agencies, suppliers and vendors involved) and their respective directors, officers, employees and assigns of each, harmless against any and all claims, damages, losses, expenses and liability of any kind arising out of participation in this competition. All participants assume all risks associated with entering in the Shake It Up Incorporated Greek Hall of Fame and their performance. All participants assume all liability for any injury or damage caused, or claimed to be caused, by participation in the Shake It Up Incorporated Greek Hall of Fame, including the acceptance or use of any prize. All federal, state and local taxes are the sole responsibility of winners. All federal, state and local laws and regulations apply. Shake It Up Incorporated and the Promotional Participants are not responsible for any typographical or other errors in the printing, the offering or the announcement of any prizes or in the administration of the competition. DISPUTES: Shake It Up Incorporated is governed by, and will be construed in accordance with, the laws of the State of Ohio, and the forum and venue for any dispute shall be in Cleveland, Ohio. THE PARTIES AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

## **10. SPONSOR**

Shake It Up Incorporated, Cleveland, OH 44124.

## **11. Revised as of December 14, 2009.**