



# KENTUCKY STATE FAIR GENERAL RULES

(Applicable to the Kentucky State Fair Talent Classic)

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**Please read all Talent Classic General Rules (found in the Talent Classic brochure) and the Kentucky State Fair General Rules which begin on page 3. They will be enforced.**

## PRIVACY NOTICE

### Our Commitment to Privacy

Your privacy is important to us. To better protect your privacy, we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. This privacy policy, which is a part of our overall Terms of Use, is intended to provide you with information about how we collect, store, and use personally identifiable information obtained through our website. To make this notice easy to find, we make it available on our homepage and at every point where personally identifiable information may be requested.

### The Information We Collect

This notice applies to all information collected or submitted on the Kentucky State Fair website. On some pages, you can order tickets or other products and services, make requests, and register to receive materials. The types of information collected at these pages are: name, mailing address, email address, and phone number. We need certain information in order to register you as a unique user and let you access personalized services; however, other requested information is optional and can be provided at your discretion. For example, from time to time we may post online surveys on our website, in which we seek to collect information from you regarding your personal preferences as to the events and other products and services offered by the Kentucky State Fair Board, as well as other relevant information.

### How We Use Cookies

Like most websites, the Kentucky State Fair website uses "cookies." A cookie is a text file, invoked by standard browser software, that we place on your hard drive to enable our systems to, among other things, recognize your browser, track transactions, and allow you to navigate our website without having to re-enter information. The information gathered by cookies is not made available to other organizations, except as discussed below. By using the Kentucky State Fair website, you consent to the use of these cookies and other similar technologies.

We may receive and store certain other types of information through the use of cookies and similar technologies, such as the pages you link to from our websites. This information helps us understand how visitors use our websites and other online services, and helps ensure that our websites, online services, and communications with you stay relevant and useful. We do not share personal information that we gather through cookies and similar technologies with third parties, except as set forth in this Policy.

Most browsers allow you to control cookies through their settings preferences. However, if you turn off the ability to use cookies and similar technologies, you may find that certain functionalities built into our websites and other online services do not work properly, or at all, and your overall user experience may be harmed. For more information about cookies and similar technologies, including how to set your browser to reject cookies, visit [www.allaboutcookies.org](http://www.allaboutcookies.org).

### Tracking Browsing History

If you visit the Kentucky State Fair website simply to browse, we may collect general information about the way in which you use our website, including, but not limited to, the time and duration of visit, type of web browser used, the operating system or platform you are using, your IP address, and the websites from which you linked to us. We also may note whether and how you use the websites by recording site traffic patterns and clickstreams.

### The Way We Use Information

In general, personally identifiable information collected through our website may be used by the Kentucky State Fair Board to allow purchasing and shipping of tickets, subscriptions, memberships and/or merchandise; to communicate with you, register you as a user, inform you of upcoming events, request your support through donations, enable you to participate in special promotions, or allow you to navigate the website without having to re-enter information; to develop, maintain, and improve our products and services; or to administer our website. We may make personally identifiable information available to other select organizations, including but not limited to, resident arts companies, visiting performers, arts organizations, affiliated organizations, agents working on our behalf, and companies or organizations with whom we have a contractual or sponsor relationship. We may also provide aggregated data to these and other organizations. We may use the information we collect for institutional research. Although we may make reasonable inquiries to determine that such other organizations maintain website privacy policies comparable to ours, we are not responsible for the enforcement of such policies.

We may disclose personally identifiable information if we believe in good faith that we are required to do so in order to comply with applicable law, a subpoena, or other legal process. We may also disclose personally identifiable information when we have reason to

believe that disclosing this information is necessary to identify, contact, or bring legal action against someone who may be violating our Terms of Use or to protect the safety, property, or other rights of our users or the public. In addition, we may disclose or access personally identifiable information for administrative and other purposes that we believe are necessary or as otherwise provided in this privacy policy.

We use the payment information you provide when placing an order, such as the information we need to bill your debit or credit card to complete that order, and we may use the information to send you a receipt for that order. We do not share payment information such as debit or credit card information with outside parties except to the extent necessary to complete that order.

We use the information you provide about someone else when placing an order only to ship the product and to confirm delivery. We do not share this information with outside parties except to the extent necessary to complete that order.

#### **Forums and Public Communication**

The Kentucky State Fair website may enable users to submit their own content to a chat area, message board, web log, or other forum (“forum”). Any forum on this website is a free service to enable you to share comments about events, memberships, and products and services available on the website or to share information about topics of interest with other end users. If you participate in a forum within the website, any information you disclose in such a submission will be publicly available, so you should exercise caution in deciding whether to disclose any personal, financial, or other sensitive information there. By uploading or submitting any materials to a forum, you acknowledge and agree that the materials are not confidential or trade secret, and you automatically grant (or warrant that the owner of such materials has expressly granted) to the Kentucky State Fair Board a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, display, and distribute such materials or incorporate such materials into any forum now known or later developed. The Kentucky State Fair Board cannot prevent other persons who access this website from using submissions and personal information they find here, even if their use of that information violates the law, or your personal privacy and safety.

When participating in a forum, you should not assume that people are who they say they are, know what they say they know, or are affiliated with those whom they say they are affiliated. Information obtained in a forum may not be reliable. The Kentucky State Fair Board cannot be responsible for the content or accuracy of any information posted by third parties and shall not be responsible for any decisions made based on such information.

While we appreciate your time and comments, you are required to refrain from including the following in your posts: (i) profanity, obscenities, hateful, threatening or harassing comments or images; (ii) discussion of illegal activities or intent; (iii) solicitations for commercial activities or other statements that do not generally relate to the Kentucky State Fair Board or the designated topic of the forum; (iv) personally identifiable information such as phone numbers, addresses or URLs; (v) any information that violates any right of a third party or any law; and (vi) any software or other materials that contain a virus or other harmful component. The Kentucky State Fair Board is not responsible for moderating any forum or screening any content; however, the Kentucky State Fair Board reserves the right to edit or remove content from any forum at any time and for any reason.

#### **Our Commitment to Data Security**

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

#### **Our Commitment to Children’s Privacy**

Protecting the privacy of the very young is especially important. For that reason, we never collect or maintain information at our website from those we actually know are under 13, and no part of our website is structured to attract anyone under 13.

#### **Information Sharing**

The Kentucky State Fair Board will not provide, rent, or sell personal information to third parties for marketing programs or any other purpose. State law restricts the use of personally identifiable information for commercial purposes.

# **GENERAL RULES AND REGULATIONS OF THE KENTUCKY STATE FAIR**

## **As applicable to the Talent Classic**

1. No employee of the Kentucky State Fair or their immediate household can participate in any competition in which said employee is directly affiliated.
2. All acts entered in competition will be reviewed by State Fair Management. The Kentucky State Fair Board, in its sole discretion, may decline the acceptance of any entry or stop a performance that it deems not suitable for competition in the Talent Classic. All performances shall be presented in a manner that is compatible with the family orientation of the Kentucky State Fair.
3. Judges' tallies shall be signed in ink. Acts that did not perform must be so designated. State Fair Management is responsible for these requirements.
4. All contestants shall demonstrate good sportsmanship, respect, and cooperation. Discourtesy, direct criticism, or interference with judges, other contestants, production technical staff, event staff and volunteers, and Kentucky State Fair Management before, during, or after the competitive event is prohibited. No person (including family members and friends of contestants) shall direct abusive or threatening conduct toward them. State Fair Management will have the authority, without liability or recourse to the Kentucky State Fair Board, to bar a contestant, or his/her representatives, in the event of a discourteous act toward any Talent Classic participant, and he/she will have power to disqualify that contestant. In the event of such disqualification, the contestant forfeits any prize money won or awards earned.

### **Protests**

1. All protests must be made in writing, plainly stating the reason for the complaint or appeal, and must be filed with the management of the Kentucky State Fair Board. All protests must be accompanied by a \$500.00 cash deposit, which will be forfeited if the protest is not sustained.
2. Protests against awards shall be filed by 11:00 p.m. EDT on the day on which the awards were made.
3. All protests will be considered at a time set by the Kentucky State Fair Board, and the interested parties will be notified and given the opportunity to submit evidence.
4. In addition to the right of protest herein guaranteed to interested parties, the Kentucky State Fair Board expressly reserves the right to take cognizance of fraud, which may have been consummated or attempted, and to take such action as may be deemed just and proper.

### **No Liability**

1. Every possible protection and courtesy will be extended to contestants at the Kentucky State Fair Talent Classic, but the Board shall not be responsible for any loss of personal property on the day of the event. The dressing and back stage areas are used by all contestants, so contestants should take care to secure their belongings.
2. The Kentucky State Fair Board, its agents, servants, and employees shall not be held liable in case of injury to exhibitors or the public, on the grounds or in the buildings, from any cause whatsoever while on the grounds of the Kentucky State Fair.
3. All equipment regardless of source of power must comply with all national, state, and local safety codes. All exhibitors' electric cords must be the 3-wire grounded type per state fire code Section 11.1.7.4. All exposed non-current-carrying metal parts of fixed equipment, which are liable to be energized, will be grounded.

### **Judging & Awards**

1. Competent judges have been invited to judge and have accepted, but in case of their inability to serve, Talent Classic Management reserves the right to replace or substitute another judge, or judges, to fill the vacancy.
2. Judges will be provided with a list of all contestants in advance and shall recuse themselves in the event that any contestant is a relative, employee, or student of the judge.
3. In the event that the number of competing acts is smaller than the number of available awards, judges may, at their discretion, reduce the number of awards to reflect what they deem the contestants deserve.
4. Should any doubt or questions arise as to the regularity of any act, or any other important matter that the judge feels incompetent to decide, he/she should notify Talent Classic Management, whose decision will be final.
5. An official timekeeper will be present to record the time of each act during the contest. Any act running more than 4 minutes will receive a one-point scoring penalty for every second over. Timing starts with the first word, note, or movement and ends with the last word, note, or movement. This includes bows and/or encores.
6. The decision of the judges will be final, and no appeal will be considered except in case of protest.
7. Any contestant or contestant representative (family member or friend) attempting to interfere with the judges during their adjudications will be promptly excluded from competition.
8. Judges' scoring sheets will be tallied by a third party representing the accounting office of the Kentucky State Fair.
9. If a contestant earns a cash award, and no Social Security number or tax identification number is provided, Talent Classic Management cannot request an award check. Winning contestants (or, in the case of minors, their parent or guardian) will be required to complete a W-9 Form providing the contestants' Social Security number or tax ID number immediately after the award ceremony ends.

10. Cash awards will be paid by the Kentucky State Fair as early as possible after the awards have been made and verified. The processing of award checks may take two to three weeks after the contest. Checks will be mailed to the mailing address provided on the entry form.

## **General Services & Notices**

- **Accessibility Services**—Kentucky State Fair Talent Classic rules are available to be read to the visually impaired by Kentucky State Fair staff. The Administrative Office is equipped with a TDD. The number is (502) 367-5131. The Kentucky Exposition Center meets requirements of the Americans with Disabilities Act. Accessible parking for individuals with limited mobility is located throughout the grounds. For ticketed events, call the KEC Ticket Office at (502) 367-5144. Tickets are subject to availability.
- **First Aid Rooms** are on the first floor of Freedom Hall, South Wing “C,” and outside the West Hall near the W8 overhead door.
- **State Police** are located outside the West Hall near the W8 overhead door.
- **The Fire Department** is located on the grounds throughout the Kentucky State Fair.
- **ATMs** may be found in these locations: West Hall (Outside); South Wing B (Inside Lobby); Freedom Hall (Front Lobby).
- **The Lost/Found Child Station** is at the State Police Office, outside the West Hall, near the W8 overhead door.
- **Dogs** will not be permitted on the grounds of the Kentucky Exposition Center during the course of the Kentucky State Fair except those under leash control of the owner. Service dogs are permitted on the grounds. Any dog running free will be impounded and removed from the grounds.