

## OurStage "Artist Access" Competition Rules

**VOID WHERE PROHIBITED.** OPEN ONLY TO OURSTAGE ACCOUNT-HOLDERS WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY AND BE A LEGAL RESIDENT OF THE 48 CONTIGUOUS UNITED STATES. VOID WHERE PROHIBITED BY LAW. THE ARTIST ACCESS COMPETITION IS CONSIDERED A PREMIUM CHANNEL ON OURSTAGE.COM AND REQUIRES A MONTHLY MEMBERSHIP FEE OF NINE U.S. DOLLARS (\$9.00). ALL FEES PAID ARE NON REFUNDABLE.

1. **ELIGIBILITY:** Open to OurStage account-holders who have Internet access and are eighteen (18) years of age or older at the time of entry. The following are not eligible: employees, contractors, directors and officers of Sponsor organizations, and each of their respective parent, subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, judging and Competition agencies involved in the administration, development, fulfillment and execution of this Competition (collectively, "Competition Parties"), and the immediate family members of each (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in their same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Competition).
2. **COMPETITION PERIOD:** Competition begins at 12:00:00 am Eastern Time ("ET") on March 24, 2011 and ends at 11:59:59 pm ET on April 30, 2011. ("Competition Period").
3. **TO ENTER:** To enter a Competition, you must first create a free account by logging on to [www.OurStage.com](http://www.OurStage.com) ("Web Site"). Once you are on the Home Page, click on the word "Upload" at the top of the page. This will bring you to a page that will allow you to upload your material. After your material is successfully uploaded you will have the option to purchase entry into the "Artist Access" Competition. The material submitted will be considered the Competition Entry "Entry". To enter, upload your Entry between 12:00 am ET March 24, 2011 and 11:59:59 pm ET April 22, 2011. ("Submission Period").

In order to submit your music into the "Artist Access" Competition, Entrant must pay a monthly membership fee of nine U.S. dollars (\$9.00). This Competition is open only to Premium Members. You reserve the right to remove either of your Entries at any time during the Submission Period. You may resubmit any other acceptable Entry without paying another Entry Fee provided that you do so before the end of the Competition Period. Any entry removed by you must be resubmitted by 11:59:59 pm ET March 23, 2011. Your Entry Fee reserves your Entry a spot into the "Artist Access" Competition and cannot be reallocated to any other Premium Channel running on OurStage.com during the Competition Period.

Entry into the competition can be paid for by credit card only (VISA, MasterCard, American Express and Discover). We do not accept cash, checks or any other form of payment. AS FOR THE RELATIONSHIP BETWEEN YOU AND OURSTAGE, YOU, AND NOT OURSTAGE, ARE RESPONSIBLE FOR PAYING ANY AMOUNTS FOR SERVICES BILLED TO YOUR CREDIT CARD BY A THIRD PARTY WHO HAD ACCESS TO THESE ACCOUNTS, WHETHER OR NOT SUCH AMOUNTS WERE AUTHORIZED BY YOU. IF YOU ARE UNDER EIGHTEEN (18) YEARS OLD, YOU ACKNOWLEDGE THAT YOU ARE AUTHORIZED TO USE THE CREDIT CARD NUMBER THAT YOU SUBMIT IN THE ENTRY PROCESS.

BY SUBMITTING AN ENTRY, YOU ACKNOWLEDGE THAT YOUR ENTRY MAY BE POSTED ON SPONSORS' WEBSITE, IN SPONSORS' DISCRETION. Sponsors reserves the right to, and may or may not, monitor/screen entries prior to posting them to the Website. By entering, you acknowledge that Sponsors have no obligation to use or post any Entry you submit. Submission of an Entry grants Sponsor and its agents the right to publish and use the Entry in any way, in any and all media, without limitation, and without the requirement to make payment to the entrant or to any third party, whether or not such Entry is selected as a winning Entry. Occasionally, due to the technical requirements of our Internet content delivery providers, the Entry may need to be adapted, edited, modified or compressed, however OurStage will do everything in its power to preserve the integrity of the Entry. ENTRIES POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSORS AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSORS IN ANY MANNER. .

4. **COMPETITION TERMS OF SUBMISSION:** By submitting an Entry, Entrant agrees to the Terms and Conditions specified on this Web site. As conditions of entry into a Competition, and by uploading an Entry, each Entrant warrants and represents that the Entrant owns all rights to the Entry he/she is entering in the competition, including, without limitation, the digital video or audio recording, and the performance contained in each Entry. Each Entrant further warrants and represents that the Entrant has obtained permission from each person who appears in the Entry to grant the rights to the Competition Parties described in these Official Rules, and can make written copies of such permissions available to the Competition Parties upon request.

#### 5. ENTRY FORMAT AND CONTENT REQUIREMENTS:

##### Technical Requirements

Any Music entered in a Competition must be greater than 30 seconds and no more than 15 minutes in length, and be submitted in one of the formats allowed on the Upload/Compete page on the Web Site.

All entries must comply with the OurStage Terms and Conditions found at <http://www.ourstage.com/about/terms>

##### Additional Requirements

- No Entries will be returned. Competition Parties may, in their sole discretion, remove, delete and/or disqualify Entries deemed to be inappropriate or otherwise non-compliant.
- Entrants must fill out a profile for their Fan Club.
- If any group of individuals elects to collaborate on an Entry, they are required to designate one (1) person as the agent of the group to enter the Competition, agree to these rules and accept the prize on behalf of the group. Neither Sponsor nor any of the Competition Parties are liable for any disputes between collaborators arising under or related to the Competition.

The permitted genres for this Competition are

- Rock, including Alternative Rock, Funk, Indie Rock, Modern Rock, Rock, Soft Rock, and Southern Rock.
- Pop including Pop and Indie Pop.
- Country including, Alternative Country, Country and Traditional Country
- Urban including Rap, Hip-Hop, Alternative Hip-Hop, R&B, Gospel and Soul.
- No Illegal, Infringing or Abusive Message Content: You understand and acknowledge that you are responsible for your Entry, and agree not to post any content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by OurStage.
- No Violations of Third Party Rights: You agree that you will not post any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential. You agree that you will not impersonate any person or organization, including without limitation, the personnel of OurStage. You further agree that you will not misrepresent an affiliation with another person or organization, nor will you post any content that contains slanderous or libelous comments about others, or that infringes any copyright, trademark, patent, trade secret or other intellectual property right of a third party.
- No Commercial Use: You agree that you will not post any content that contains business solicitation of any type, including advertising a product or service, offering a product or service for sale, or directing readers to a location for more information about a product or service.
- No Viruses, Corrupting Files or Interference: You agree that you will not post any software, files or links to other sites, and that you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Web Site, or feature of the Web Site. You further agree that you will not modify in any way any specifications, technology or application codes provided to you by OurStage or as embedded in the Entry unless expressly authorized in writing by OurStage.
- Use of Account Information: You may not share or transfer password or other access information with any other party, temporarily or permanently. You shall bear sole responsibility for all use of your account and for the confidentiality of your password.
- Responsibility of Postings: You understand and acknowledge that Entry is solely your responsibility, and that OurStage is not responsible for the information, data, text or other materials that may appear in Entry. Opinions expressed in Entry do not necessarily reflect the opinions of OurStage, and OurStage does not endorse and has no control over Entry. Entry is not necessarily reviewed by OurStage prior to posting and OurStage makes no warranties, express or implied, as to the Entry or to the accuracy and reliability of the Entry.
- No Monitoring/Violation Notices: OurStage does not necessarily monitor any materials posted, transmitted, or communicated to or within the Web Site. If you believe that something on the Web Site violates these Terms, please email [community@ourstage.com](mailto:community@ourstage.com).

- **User Termination/No Ownership:** You understand and agree that you have no ownership rights in your account or other access to the Web Site or features therein. OurStage may cancel your Account and delete all Entry associated with your Account at any time, and without notice, if OurStage deems that you have violated these Terms, the Submission Rules, the law, or for any other reason. OurStage assumes no liability for any information removed from our Web Site, and reserves the right to permanently restrict access to the Web Site or a user Account.
- **No Confidentiality:** The nature of this Web Site is interactive and public. By posting Entry, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and for any reason will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials you transmit to OurStage may be used by OurStage anywhere, anytime, and for any reason whatsoever subject to the terms of the Entry License described in Ownership of Posted Content and License thereto at <http://www.ourstage.com/about/terms>

Entries that do not include all required information and adhere to the foregoing and following requirements will be considered void and will not be considered in this Competition. OurStage reserves the right to remove all entries that do not adhere to the requirements above. The entrant's Entry Fee is nonrefundable.

6. **SELECTION OF WINNERS:** There are three (3) rounds of voting to determine the Winner for "Artist Access" Competition.

Regular Judging: All eligible Entries will be posted on the Web Site. There will be a public vote online ("Judging") to determine the top forty (40) Entries from the "Artist Access" Competition starting on April 1, 2011 at 12:00:01 am ET and ending April 24, 2011 at 11:59:59 pm ET. Members of [www.OurStage.com](http://www.OurStage.com) will be asked during this Judging process to rank an Entry compared to another Entry. Automated methods of voting are strictly prohibited. One account per person/email address. Judging or entering through multiple accounts is strictly prohibited. The top forty (40) Entries in the Artist Access Competition will be determined based on this Judging using proprietary ranking algorithms.

Semi Finals: Once the top forty (40) Entries for the "Artist Access" Competition have been selected, there will be a second Judging process within the top forty (40), starting on April 25, 2011 at 12:00:00 am ET and ending on April 30, 2011 11:59:59 pm ET (the "Semi Finals Voting Period") to determine the top twenty (20) ranked artists in the "Artist Access" Competition. **For the avoidance of doubt, the Entrant that places first (1<sup>st</sup>) in the "Artist Access" Competition at the conclusion of Round 2 is the NOT necessarily the Competition's grand prize winner. The grand prize winner will be selected by a Judging Panel as set forth below in Round 3.**

Round 3 - Final Judging Panel: The Judging Panel will judge the top twenty (20) ranked Entries in the "Artist Access" Competition. Entries will be judged by a panel of judges, who are considered experts in the field of music. The judges will judge the Entries based on the following five (5) criteria: (i) presentation; (ii) originality and creativity; (iii)

melody, vocal ability and music; (iv) lyrics; and (v) entertainment value. In the event of a tie, the Entrants may be re-judged based on any of the above criterion. The entrant whose Entry receives the highest score among all judging criteria will be selected as the grand prize winner, subject to verification. **For the avoidance of doubt, the panel of judges will decide the winner at their sole discretion, from among the top twenty (20) ranked Entries.** The decisions of the judging panels are final and binding on all matters relating to the Competition.

Entrants agree that the Sponsors have the sole right to decide all matters and disputes arising from this Competition and that all decisions of Sponsors are final and binding. Any attempt by entrant and/or his/her family/friends to vote more than the number of times authorized using multiple names or email address and/or any other fraudulent mechanism, as determined by Sponsor in its sole discretion, shall give Sponsors the right to disqualify entrant in its reasonable discretion.

On or about May 15, 2011 the Sponsors will select and announce the Grand Prize Winner. Winners selected shall be the "Competition Grand Prize Winner". The decision of the judges shall be final and binding in all regards. For purposes of these Rules, Competition Grand Prize Winner shall be referred to as the "Prize Winners".

## 7. **PRIZES:**

One Grand Prize Winner will receive:

- A mentoring session with music industry executive, Bruce Tyler, in New York City, NY.
- Up to \$2,000 travel stipend.

The Top 5 ranked artists will receive:

- OurStage will ensure that the top 5 ranked songs in the "Artist Access" Competition will be listened to by top industry executives.

8. **GENERAL CONDITIONS:** Prize winners are solely responsible to report and pay any applicable taxes on their prize. By participating, Entrants agree to these Official Rules and Sponsors Privacy Policy (available at [www.OurStage.com](http://www.OurStage.com)) which are final and binding in all respects. Unclaimed prizes will not be awarded. If prize notification or any prize is returned as undeliverable, prize will be forfeited. If for any reason the Competition is not capable of running as planned, including 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 Competition. In the advent that a Competition is cancelled all Entry Fees will be refunded to all of the Entrants. Sponsors reserve the right, at their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, modify or terminate the Competition or any part of the Competition. This Competition is governed by the laws of the Commonwealth of Massachusetts, with venue in Middlesex County,

Massachusetts, and all claims must be resolved in the federal or state courts located in Middlesex County, Massachusetts.

All persons winning prizes valued at \$600 or greater will receive an IRS Form 1099-MISC for the ARV of their prize. Limit one prize per household. Prizes are non-transferable.

Artists (or their parent/legal guardian if an eligible minor) winning prizes valued at \$600 or greater will be notified by phone and/or mail and/or electronic mail and will be required to complete, sign, notarize and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release within five (5) days of attempted notification or Prize may be forfeited.

9. **INDEMNIFICATION:** Entrant agrees to the Terms and Conditions specified on this Web site and further agrees to never sue or assert any claim against the Competition Parties' use of those Materials. Entrant agrees to indemnify and hold the Competition Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Competition 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 Competition Indemnities due to or arising out of the Entrant's Entry Materials or Additional Materials in the Competition, or the Entrant's conduct during and in connection with this Competition, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation. Entrant agrees to release and indemnify and hold harmless Sponsor and the Competition Parties from any and all claims that any advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsor or the Competition Parties infringes on the rights of Entrant's work as contained in any Entry.
  
10. **LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsors or Competition Parties resulting from any user's participation in or attempt to participate in the Competition or ability or inability to upload or download any information in connection with participating in the Competition. No responsibility or liability is assumed by the Sponsors or Competition Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Competition: 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 Competition, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Competition, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Competition. Sponsor and Competition Parties are not responsible for any typographical errors in the

announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk. Sponsors and the Competition Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Competition, use of the Web Site or the download of any information from the Web Site. By participating in the Competition, Entrant (or their parent/legal guardian if an eligible minor)\_agrees to release and hold Sponsors and Competition Parties harmless from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Competition. By accepting a prize in the Competition, winners a (or their parent/legal guardian if an eligible minor)\_agree that the Sponsors and Competition Parties have the right to use winner's name, Entry and biographical information for advertising/promotional purposes, except where prohibited by law, and that Sponsors and Competition Parties shall not be liable for any loss or injury resulting from participation in the Competition, acceptance or use of any prize, including any travel related thereto, or any use of Entry.

11. **WINNERS' LIST/RULES REQUEST:** For winner names or Official Rules, send your request with a self-addressed, stamped envelope postmarked specifying "Winners List" or "Rules Request" to: "Artist Access" Competition', P.O. Box 182, Chelmsford, MA 01824.

12. **SPONSORS:** OurStage, Inc., P.O. Box 182, Chelmsford, MA, 01824.