

OurStage Converse Battle of the Bands Contest Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. OPEN ONLY TO BOSTON-AREA RESIDENTS WHO ARE 13 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.

- 1. ELIGIBILITY:** The OurStage Converse Battle of the Bands ("Contest") is open to OurStage account-holders who have Internet access, are thirteen (13) years of age or older at the time of entry, and are legal residents of the Boston, MA, market area as defined by Nielson Media Research. The following persons are not eligible to participate in the Contest: employees, contractors, directors and officers of Sponsors organizations, and each of their respective parent, subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, judging and Contest agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, "Contest 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 Contest).
- 2. CONTEST PERIOD:** Contest begins at 12:00:00 am Eastern Time ("ET") on May 1, 2010 and ends at 11:59:59 pm ET on May 24, 2010 ("Contest Period").
- 3. TO ENTER:** To enter the Contest, create an audio or video recording of your band's performance of an original musical composition that is no shorter than 30 second and no longer than 15 minutes in length. The Entry must contain music typically classified as one of following genres: Alternative Rock, Indie Rock, Modern Rock, Indie Pop, Pop, Hard Rock and Punk. You may enter (one) unique piece within the Converse Battle of the Bands Channel. The material submitted will be considered the Contest "Entry".

You must upload your Entry between 12:00:00 am ET on May 1 2010 and 11:59:59 pm ET on May 22 2010 ("Submission Period"). Please refer to the rules below for more details regarding the requirements for your Entry. Submit your Entry by following the entry process outlined below:

- a. Create a free OurStage account at the OurStage web site at www.ourstage.com ("Web Site"). The person named as the registered owner of the OurStage account associated with the Entry will be deemed the "Entrant".
- b. Once you are on the home page of the Web Site, 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 Entry.
- c. Follow the steps on the "Upload" page to submit your Entry.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSORS' WEB SITES, IN SPONSORS' DISCRETION. Sponsors reserve the right to, and may or may not, monitor/screen entries prior to posting them to their web sites. By entering, Entrant acknowledges that Sponsors have no obligation to use or post any Entry. ENTRIES POSTED TO THE WEB SITES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT NECESSARILY REFLECT THE VIEWS OF SPONSORS IN ANY MANNER. Any waiver

of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants.

- 4. CONTEST TERMS OF SUBMISSION:** As conditions of entry into a Contest, and by uploading an Entry, each Entrant warrants and represents, on behalf of Entrant and every other member of Entrant's band, (a) that the Entry is your original work; (b) that the Entry has not been previously published; (c) that the Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (d) that you have obtained permission from a person whose name, likeness or voice ("Likeness") is included or used in the Entry; (e) and that publication of the Entry via various media including but not limited to Web posting, will not infringe on the rights of any third party; and (f) that Entrant owns all rights to the Entry, including, without limitation, the copyrights in the recording and the performances contained therein. Any such Entrant will indemnify and hold harmless Sponsors from any claims to the contrary. 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 Contest Parties described in these Official Rules, and can make written copies of such permissions available to the Contest Parties upon request. If the Likeness of a minor is included, such grant of rights must include written permission from the minor's parent or legal guardian authorizing the use of the minor's Likeness on behalf of the minor. Sponsors' determination as to whether the Entry potentially violates the rights of any third party is final.

By submitting an Entry, Entrant, on behalf of Entrant and every other member of Entrant's band, irrevocably grants Sponsors and their affiliates, legal representatives, assigns, agents and licensees, an unlimited, worldwide right and license to 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 Entrant's Entry in connection with promoting and advertising the Contest and the Boston Backyard BBQ, including, but not limited to, the recording and the performances contained therein (in each case, as submitted or as edited/modified in any way by the Sponsors, in their sole discretion), as well as to use Entrant's and Entrant's band members' names, likeness, and photographs (collectively, "Entrant's Likeness"), and/or statements regarding his/her participation in this Contest (with or without using the Entrant's name(s)) in any and all media, and without additional compensation or approval from the Entrant, Entrant's band members, or any other party. Entrant, on behalf of Entrant and every other member of Entrant's band, waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude Sponsors' use of the Entry as described above, and agrees not to sue or assert any claim against Sponsors, their agencies, or Contest Parties for the use of the Entry or Entrant's Likeness as described above.

By submitting an Entry, Entrant, on behalf of Entrant and every other member of Entrant's band, agrees to the Terms and Conditions specified on the Web Site. Entrant, on behalf of Entrant and every other member of Entrant's band, agrees to indemnify and hold the Contest Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Contest Indemnitees"), 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 Contest Indemnitees due to or arising out of the

Entrant's Entry or any additional materials submitted by Entrant in the Contest, or the Entrant's conduct during and in connection with this Contest, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation.

5. **PRIVACY POLICY:** Please read the OurStage Privacy Policy for more information about our information collection and use practices found at <http://www.ourstage.com/about/privacy>.

6. **ENTRY FORMAT AND CONTENT REQUIREMENTS:**

Technical Requirements

Any Entry entered in the Contest must be greater than 30 seconds and no more than 15 minutes in length, and must 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. Contest 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 Contest, agree to these rules and accept the prize on behalf of the group. Neither Sponsors nor any of the Contest Parties are liable for any disputes between collaborators arising under or related to the Contest.
- Entry must contain vocals, but Entry must not consist solely of vocals. Entry must be accompanied by musical instruments.
- The Entry must be acceptable for radio airplay with clean lyrics. Entries may not contain obscene language or content, including but not limited to nudity, profanity or graphic violence. You further 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 any of the Sponsors in their sole discretion.
- Once you upload and register your Entry, your Entry is final and may not be modified or edited.
- You agree that you will not post any content that contains business solicitations of any type, including advertising a product or service, offering a product or service for sale, or directing viewers to a location for more information about a product or service.

Additional Requirements for Live Battle of the Bands Round

Two Converse Finalists (defined below) will be selected via the Online Judging process described in Paragraph 7 below to compete with live performances (the "Live Performance") at the Journeys Backyard BBQ Boston Stop at the North Shore Mall on May 29, 2010 ("Boston Backyard BBQ"). The Converse Finalists selected to perform at the Boston Backyard BBQ must adhere to the following requirements for the Live Performance:

- Converse Finalists' Live Performance may not exceed twenty minutes.
- Converse Finalists' Live Performance must be live; prerecorded music is not allowed.
- Converse Finalists' Live Performance must be family-friendly and must not contain profanity; violence; obscenities; drug or alcohol references; racist, sexist or otherwise hateful content; or otherwise objectionable or inappropriate content as determined by any of the Sponsors in their sole discretion.
- Converse Finalists must be dressed in clothing free from obscenities, drugs, alcohol, sexual references or any other subject not suitable for a family audience, as determined by any of the Sponsors in their sole discretion.
- Converse Finalists must not be under the influence of alcohol or drugs at the Backyard BBQ Event.
- Converse Finalists must consent to having his/her Live Performance recorded by Sponsors and to irrevocably assign and transfer to Sponsors any and all rights, title and interest in hi/her Live Performance, including without limitation all copyrights and rights of publicity, in the Live Performance.

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 the Contest.

7. SELECTION OF WINNERS: There are three (3) rounds of voting to determine the winner of the Contest.

Online Judging Round: All eligible Entries will be posted on the Web Site. There will be a public vote online ("Online Judging") to determine the top twenty (20) Entries from the Contest starting on May 1, 2010 at 12:00:01 am ET and ending May 24, 2010 at 11:59:59 pm ET. Members of www.OurStage.com will be asked during the Online Judging round to rank an Entry compared to another Entry based on the member's preferences. Automated methods of voting are strictly prohibited. One OurStage.com account per person/email address. Judging or entering through multiple accounts is strictly prohibited. The top twenty (20) Entries in the Contest will be determined based on the Online Judging using proprietary ranking algorithms. If there are less than twenty (20) eligible entries as of the beginning of the Online Judging round, the Online Judging will determine the top fifty-percent (50%) of eligible entries, i.e. if there are eighteen (18) eligible entries, the top nine (9) will be determined based on the Online Judging.

Judging Panel: The top twenty (20) Entries, or top fifty-percent (50%) if there were less than twenty (20) eligible entries as of the beginning of the Online Judging round, from the Online Judging Round will move on to the final stage of the Contest, where Entries will be judged by a panel of qualified judges, who are experts in the field of music, based on the following four (4) criteria: (i) Creativity (25%); (ii) Melody and Music (25%); (iii)

Lyrics (25%) and (iv) Entertainment Value (25%). In the event of a tie, Entries will be re-judged based on: (i) Creativity (50%) and (ii) Melody and Music (50%). The decisions of the judging panels are final and binding on all matters relating to the Contest.

On or about May 25, 2010, the Sponsors will select two (2) winners from the Entries that advanced from the Online Judging Round. The winners selected shall be the "Converse Finalists".

The Converse Finalists will be notified by e-mail or phone and will be given instructions on how to claim prize.

Live Judging at the Boston Backyard BBQ: The Converse Finalists must be available to attend the Boston Backyard BBQ, where they will perform live in front of a live audience. One (1) Converse Finalist will be selected during the Boston Backyard BBQ by live voting through SMS voting, and the Converse Finalist receiving the most votes shall be the "Contest Grand Prize Winner". This decision shall be final and binding in all regards.

The Converse Finalists (including each band member who appears in the Entry and recording) will be required to sign and return an affidavit of eligibility, liability release, copyright assignment, and, where permitted, a publicity release within seventy two (72) hours of notification of prize or prize will be forfeited and an alternate winner will be chosen. Converse Finalists (or their parent/legal guardian if Converse Finalist is a minor) will be required to grant Sponsors an unlimited, worldwide right and license to 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 Entrant's live performance at the Boston Backyard BBQ, in connection with promoting and advertising the Contest and the Boston Backyard BBQ.

If a Converse Finalist is a minor, minor's parent/legal guardian is required to execute all documents within the timeframe set forth above on minor's behalf or the prize(s) will be forfeited and an alternate winner will be chosen. If the Converse Finalist is a minor, minor's parent/legal guardian will be required to accompany minor on the trip to the North Shore Mall in Boston, MA on May 29, 2010.

Entrants agree that the Sponsors have the sole right to decide all matters and disputes arising from this Contest 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 Sponsors in their sole discretion, shall give Sponsors the right to disqualify Entrant in its reasonable discretion.

8. PRIZES:

(2) Converse Finalists will receive:

- A chance to play at the Boston Backyard BBQ
- Each band member will receive (1) pair of CONVERSE shoes (\$45 MSRP per pair)

(1) Contest Grand Prize Winner will receive:

- \$1000 cash
- \$500 gift card for Journeys
- \$500 gift card for Converse.com

(1) The Converse Finalist that is not selected as the Contest Grand Prize Winner will receive:

- \$250 gift card for Journeys
- \$250 gift card for Converse.com

9. 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, the OurStage Privacy Policy, and the OurStage Terms and Conditions (available at www.OurStage.com) which are final and binding in all respects. Unclaimed prizes will not be awarded. Prizes are non-transferable. If prize notification or any prize is returned as undeliverable, prize will be forfeited. If for any reason the Contest 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 Contest, 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 Contest or any part of the Contest. This Contest 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.

10. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsors or Contest Parties resulting from any 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 the Sponsors or 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 email account used in connection with the Contest. Sponsors and Contest 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 Contest 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 Contest, use of the Web Site or the download of any information from the Web Site. By

participating in the Contest, Entrant (or their parent/legal guardian if an eligible minor) agrees to release and hold Sponsors and Contest Parties harmless from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, winners (or their parent/legal guardian if an eligible minor) agree that the Sponsors and Contest 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 Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize, including any travel related thereto, or any use of Entry.

11. WINNERS' LIST/RULES REQUEST: For a list of winners' names or a copy of these Official Rules, send your request with a self-addressed, stamped envelope specifying "Winners List" or "Rules Request" to: Converse Battle of the Bands Contest, P.O. Box 182, Chelmsford, MA 01824.

12. SPONSORS: OurStage, Inc., P.O. Box 182, Chelmsford, MA, 01824; Genesco Inc. d/b/a Journeys, 1415 Murfreesboro Rd, Ste. 504, Nashville, TN, 37217; and Converse Inc., 1 High St. North, Andover, MA, 01845.