

## **Ernie Ball Sponsored OurStage "Indie Rock" Competition Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.** ENTRANTS MUST BE LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES. OPEN ONLY TO OURSTAGE ACCOUNT-HOLDERS WHO ARE [THIRTEEN (13). YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW. THESE OFFICIAL RULES APPLY TO THE ERNIE BALL SPONSORS THE "INDIE ROCK MUSIC CHANNEL" COMPETITION ("COMPETITION").

**1. ELIGIBILITY:** This Competition is open to OurStage account-holders who have Internet access and are at least thirteen (13) years or older at the time of Entry. The following are not eligible: employees, contractors, directors and officers of OurStage, Inc. ("OurStage") and/or Ernie Ball ("Ernie Ball") (collectively, "Sponsors"), 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, "Promotion 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 competition).

**2. COMPETITION PERIOD:** Competition begins at 12:00:00 am Eastern Time ("ET") on January 1, 2010 and ends at 11:59:59 pm ET on January 31, 2010 ("Competition Period").

**3. TO ENTER:** One entry per person/OurStage account. To enter Competition, Entrant must first create a free account by logging on to OurStage's web site, [www.ourstage.com](http://www.ourstage.com) ("Web Site"). Entrant must then upload an audio recording of Entrant or Entrant's band performing their own original musical composition ("Submission Materials" or "Entry") between 12:00:01 am ET January 1, 2010 and 11:59:59 pm ET January 23, 2010 ("Submission Period"). In order to be considered a valid Entry, the Submission Materials must conform to the criteria listed in Section 6 below. For avoidance of doubt, Entrant, additional band members, and any individuals appearing in the Submission Materials must be at least the eligibility age listed in Section 1 above. BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSORS' WEBSITE, AT SPONSORS' SOLE DISCRETION. Sponsors reserve the right to, and may or may not, monitor/screen Entries prior to posting them to the Website. By entering, Entrant acknowledges that Sponsors has no obligation to use or post submitted Entry. Submission of an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Entry in any way, in any and all media, without limitation, and without consideration to the Entrant. 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. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants.

**4. COMPETITION TERMS OF SUBMISSION:** As conditions of Entry into this Competition, and by uploading Submission Materials, each Entrant warrants and represents on behalf of Entrant and every other member of Entrant's band, that Submission Materials (a) are their original work, (b) that the Submission Materials do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (c) that Entrant has obtained permission from any person whose name, likeness or voice is used in the

Submission Materials and (d) and that publication of the Submission Materials via various media including Web posting, will not infringe on the rights of any third party rights. 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 Submission Materials to grant the rights to the Promotion Parties described in these Official Rules, and can make written copies of such permissions available to the Promotion Parties upon request. By submitting an Entry, Entrant agrees to the Terms and Conditions specified on this Web site and further agrees to never sue or assert any claim against the Promotion Parties' use of the Submission Materials. Entrant agrees to indemnify and hold the Promotion Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Competition 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 Competition Indemnitees due to or arising out of the Entrant's Submission Materials in the Competition, or the Entrant's conduct during and in connection with this Competition, including but not limited to claims of infringement of a party's trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation. Entrant agrees to release and indemnify and hold harmless Sponsors and the Promotion 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 Promotion Parties infringes on the rights of Entrant's work as contained in the Submission Materials.

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

## **6. SUBMISSION MATERIALS FORMAT AND CONTENT REQUIREMENTS:**

### **Technical Requirements**

The Submission Materials 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**

- Entrants must be legal residents of the 48 Contiguous United States.
- Regarding acceptable genres of music, only Submission Materials that are determined, at the sole discretion of the Sponsors, to be classified as Indie Rock, as defined on the OurStage FAQs (<http://www.ourstage.com/about/faqs>) will be deemed valid entries.
- No Entries will be returned. Sponsors may, in their sole discretion, remove, delete and/or disqualify Entries deemed to be inappropriate or otherwise noncompliant. Sponsors reserves the right, in their reasonable discretion, during or upon completion of the Submission Period, to request that any entrant resubmit his or her Entry which fails to comply with the Submission Requirements prior to any judging or voting period.
- Sponsors reserve the right to waive the Submission Requirements set forth herein in their reasonable discretion.
- Entrants must completely fill out an artist profile and their OurStage electronic press kit ("EPK").
- If any group of individuals elects to collaborate on an Entry, they are required to designate one (1) person as the official Entrant 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 Promotion Parties are liable for any disputes between collaborators arising

under or related to the Competition. Entrant will be required to secure permission from all collaborators and supply proof of permission to Sponsors upon request.

- No Illegal, Infringing or Abusive Message Content: Entrant understands and acknowledges that he/she is responsible for the Submission Materials, and agrees 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, derogatory of any ethnic, racial, gender, religious, professional or age group or otherwise objectionable, inappropriate, or in violation of any law, as determined by Sponsors.
- No Violations of Third Party Rights: Entrant agrees that he/she 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 Entrant is under a contractual obligation to keep private or confidential. Entrant agrees that he/she will not impersonate any person or organization, including without limitation, the personnel of Sponsors. Entrant further agrees that he/she will not misrepresent an affiliation with another person or organization, nor will Entrant 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: Entrant agrees that he/she 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: Entrant agrees that he/she will not post any software, files or links to other sites, and that he/she 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. Entrant further agrees that he/she will not modify in any way any specifications, technology or application codes provided to Entrant by Sponsors or as embedded in the Submission Materials unless expressly authorized in writing by Sponsors.
- Use of Account Information: Entrant may not share or transfer password or other access information with any other party, temporarily or permanently. Entrant shall bear sole responsibility for all use of their accounts and for the confidentiality of their password.
- Responsibility of Postings: Entrant understands and acknowledges that they are solely responsible for the Submission Materials, and that Sponsors are not responsible for the information, data, text or other materials that may appear therein. Opinions expressed in the Submission Materials do not necessarily reflect the opinions of Sponsors, and Sponsors do not endorse and has no control over content of the Submission Materials. The Submission Materials are not necessarily reviewed by Sponsors prior to posting and Sponsors make no warranties, express or implied, as to the Submission Materials or to the accuracy and reliability of the Submission Materials.
- No Monitoring/Violation Notices: Sponsors do not necessarily monitor any materials posted, transmitted, or communicated to or within the Web Site. If Entrant believes that something on the Web Site violates these Terms, please email [community@ourstage.com](mailto:community@ourstage.com). **If you think that any Entry infringes your intellectual property rights, click here if you wish to report it: [www.ourstage.com/about/dmca](http://www.ourstage.com/about/dmca)**
- User Termination/No Ownership: Entrant understands and agrees that he/she has no ownership rights in their account or other access to the Web Site or features therein. OurStage may cancel Entrant's account and delete all the Submission Materials and any other materials associated with their Account at any time, and without notice, if OurStage deems that Entrant has 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 his/her Submission Materials, Entrant understands and acknowledges that any materials, ideas or other communications he/she transmits in any manner and for any reason are gratuitous and made without restriction and will not be treated as confidential or proprietary. Furthermore, Entrant acknowledges and agrees that any ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials Entrant transmits to Sponsors may be disclosed on a non-confidential basis to anyone or otherwise used by Sponsors anywhere, anytime, and for any reason whatsoever without any additional compensation to you, and Entrants are encouraged to review the terms of the Entry License described in Ownership of Posted Content and License thereto at <http://www.ourstage.com/about/terms> except as is otherwise set forth herein. You acknowledge that, by acceptance of your Entry, Sponsors do not waive any rights to use similar or related ideas previously known to Sponsors, or developed by their employees, or obtained from sources other than your Submission Materials 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, in Sponsors' sole discretion.

**7. JUDGING:** Public online voting ("Judge" or "Judging") is available to anyone who has an account on OurStage ("OurStage Members" or "Members"). OurStage Members have the opportunity to Judge all Submission Materials relative to each other based on the criteria set forth below. Members are restricted to Judging as one person, from one email address. Automated methods of voting are strictly prohibited. Judging through multiple accounts is strictly prohibited.

**8. SELECTION OF WINNER:** Submission Materials received by valid entrants during the Submission Period will be posted on [www.ourstage.com](http://www.ourstage.com) in the Ernie Ball Sponsors the "Indie Rock Music Channel" and will compete against each other for the Competition grand prize (as defined below). These Submission Materials will be judged by OurStage Members based on the criteria set forth below. There are four (4) rounds of judging for the Ernie Ball Sponsors the "Indie Rock Music Channel" Competition. The outcome of the first three (3) rounds are based on judging by OurStage Members, and may not result in the awarding of any prize. The outcome of the fourth (4<sup>th</sup>) round is determined by a judging panel as set forth below and is the sole determinant of the grand prize winner.

**Round 1 - Regular Judging:** Round 1 of the Ernie Ball Sponsors the "Indie Rock Music Channel" Competition will begin on January 1, 2010 at 12:00:01 am ET and will end on January 25, 2010 at 11:59:59 pm ET. Members of OurStage will have the opportunity to judge Entries compared to other Entries. Automated methods of voting are strictly prohibited. The top forty (40) ranked Entries in the Ernie Ball Sponsors the "Indie Rock Music Channel" Competition will be determined based on Round 1 Judging using proprietary ranking algorithms. At the end of Round 1, the top forty (40) ranked Entries will automatically be entered into Round 2 – Semi Finals.

**Round 2 - Semi Finals:** Round 2 for the Ernie Ball Sponsors the "Indie Rock Music Channel" Competition begins on January 26, 2010 at 12:00:01 am ET and ends on January 29, 2010 at 11:59:59 pm ET (the "Semi Finals Voting Period"). During Round 2, OurStage Members will have the opportunity to judge the top forty (40) ranked Entries to determine the top twenty (20) Entries. Automated methods of voting are strictly prohibited. At the end of Round 2, the top twenty (20) ranked Entries will progress to Round 3 (Final Judging Panel).

**Final Judging Panel:** The Judging Panel will judge the top twenty (20) ranked Entries in the Ernie Ball Sponsors the "Indie Rock Music Channel" 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.

On or about February 15, 2010, the Sponsors will determine the one (1) grand prize Winner from all Entries within the top twenty (20) ranked Entries in the Ernie Ball Sponsors the "Indie Rock Music Channel" Competition as described above. The Winner selected shall be the Competition grand prize Winner, subject to verification.

**OurStage Rock Finals:** The OurStage finals are in addition to the prizes awarded by Ernie Ball as described herein and separate from the Ernie Ball "Modern Rock Music Channel" competition as described above. The top ten (10) ranked artists in the Ernie Ball "Modern Rock Music channel" Competition will automatically be included in the competition for the OurStage Rock Finals grand prize. The OurStage Rock Finals grand prize is awarded to the number one (1) ranked artist from all of the OurStage Rock Music Channels competing against each other in any given month. The OurStage grand prize is a cash (check) payment of \$1000.00. The OurStage Rock Finals Competition begins on January 30, 2010 at 12:00:01 am ET and ends on January 31, 2010 11:59:59 pm ET (the "Finals Voting Period").

The potential Winner will be notified by e-mail or phone and will be given instructions on how to claim prize. The potential Winner (including each band member who appears in or owns any rights in the Entry materials and recording) will be required to sign and return an affidavit of eligibility and liability release (and, where permitted, a publicity release) within five (5) days of notification of prize or prize will be forfeited and an alternate winner will be chosen. If a potential winner (or any band member) is found not to be eligible or not in compliance with these Official Rules, or if prize notification or any prize is returned as undeliverable, the potential winner will be disqualified. In the event that a potential winner is disqualified for any reason, Sponsors reserve the right to award the prize to an alternate entrant, even if the disqualified Potential Winner's name may have been publicly announced. Sponsors are not responsible for any change in entrant's mailing address, email address and/or phone number.

If a potential winner 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. Limit one prize per person/household. Prizes are non-transferable, non-cash portions are not redeemable for cash, and there are no substitutions, except in Sponsor's sole discretion. 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. The decision of the panel of judges in their sole

discretion, shall be final and binding in all regards. For purposes of these Rules, Competition Grand Prize Winner shall be referred to as the "Prize Winner".

#### **9. PRIZES:**

One (1) Prize Winner will receive:

- One year's supply Guitar strings (52 sets);
- One year's supply Bass strings (12 sets);
- Additional Accessories.

The total estimated retail value of the aforementioned prize is \$500.

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. If, for reasons beyond the control of Sponsors (including, but not limited to, tampering or computer virus infection), the Competition is not capable of running as originally planned, Sponsors, at their sole discretion, reserve the right to cancel or modify the Competition, without liability. Winner's Performance must not contain profane, 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 images or language as determined by Sponsors and must otherwise strictly conform to the reasonable requirements set forth by Sponsors.

**10. GENERAL CONDITIONS:** 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. As a condition of entering, entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing): (a) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with this Competition, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. 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.

**11. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsors or Promotion 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 Promotion 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. Sponsors and Promotion 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 Promotion 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, Entrants (or their parent/legal guardian if an eligible minor) agrees to release and hold Sponsors and Promotion 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, Winner (or their parent/legal guardian if an eligible minor) agree that the Sponsors and Promotion Parties have the right to use the Submission Materials, entrant's or winner's name, any other materials comprising the Entry and biographical information for advertising/promotional purposes, except where prohibited by law, and that Sponsors and Promotion 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 the Submission Materials Entry.

**12. 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: Ernie Ball Indie Rock Music Competition', P.O. Box 182, Chelmsford, MA 01824.

**13. SPONSORS:** OurStage, Inc., 321 Billerica Road, Chelmsford, MA, 01824 and Ernie Ball, 53-973 Polk St., Coachella, CA, 92236.