

**Guitar Center: Your Next Record with Keith Urban Contest
OFFICIAL RULES**

NO PURCHASE NECESSARY. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. ENTRY INTO THE CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.

1. **OVERVIEW:** The Guitar Center: Your Next Record with Keith Urban Contest (“**Contest**”) consists of two parts: (i) the solicitation of voting from the public (“**Public Voting**”); (ii) a grand prize contest whereby Keith Urban (or another qualified panel of judges as mutually determined by Sponsor and Guitar Monkey Touring, Inc.) will judge and choose the Grand Prize winner (the “**Grand Prize Contest**”). By participating in the Contest, each Entrant agrees to comply with and be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. No purchase is necessary to enter or win. Void where prohibited.
2. **ELIGIBILITY:** The Contest is open only to individual musicians and musical groups whose members: (i) are legal residents of the contiguous 48 states of the U.S. and the District of Columbia; (ii) at the time of entry, have attained the age of majority in the jurisdiction where they reside; (iii) from the time of entry throughout the Contest Period (as defined below) are not, individually or as part of any musical group, under a recording contract with a major record label or distributed by a major distributor or record label group; (iv) have not individually or collectively received gross earnings in excess of \$100,000 for the prior tax year from their professional musical activities (including any teaching or instruction of music) (collectively, the “**Individual Eligibility Criteria**”); (v) do not have more than seven (7) members; and (vi) all members of each musical group must be featured in the Submission (as defined below) (collectively, the “**Group Eligibility Criteria**”) (the Individual Eligibility Criteria and the Group Eligibility Criteria, collectively the “**Eligibility Criteria**”). For purposes of this Contest, “**Designated Agent**” means the person who actually submits the Submission (as defined below) on behalf of himself/herself individually or on behalf of a musical group of which he/she is a member or on behalf of a musical group which he/she manages. Any person who makes a Submission on behalf of a group shall be deemed the Designated Agent for all members of the group. Where the Submission features only a single musician, “**Entrant**” means the individual musician featured in the Submission. Where the Submission features a musical group, “**Entrant**” means all members of the musical group, individually and collectively, and each member of the musical group must meet all of the Eligibility Criteria for the group to be eligible to enter the Contest. **Void in Puerto Rico, Alaska, Hawaii and wherever prohibited or restricted by law. Subject to all applicable federal, state and local laws.** Employees, contractors, directors and officers of Guitar Center Stores, Inc. (“**Sponsor**”), OurStage, Inc. (“**Administrator**”), Keith Urban, Guitar Monkey Touring, Inc., Gibson, D’addario, Evans, Planet Waves and each of their respective parents, subsidiaries, affiliated companies, distributors, web design, advertising, fulfillment and promotion agencies involved in the administration, development, providing of prizes and execution of this Contest (collectively, “**Contest Parties**”), and the immediate family members and those living in the same households of each are not eligible to participate in the Contest. If it is determined any member of an Entrant musical group is ineligible, the entire musical group and Submission will be disqualified.
3. **TIMING:** The Contest begins at 12:00:01 a.m. Eastern Time (“**ET**”) on October 1, 2010 and ends at 11:59:59 p.m. ET on December 15, 2010 (the “**Contest Period**”). Submissions may be uploaded between 12:00:00 a.m. ET on October 1, 2010 and 11:59:59 p.m. on November 30, 2010 (“**Submission Period**”). All Submissions must be received by Sponsor as required herein prior to the expiration of the Submission Period.
4. **HOW TO PARTICIPATE:**
Entrant Participation: Entrants must register for the Contest by visiting www.yournextrecord.com (“**Website**”) and following the prompts to create an OurStage.com profile and Electronic Press Kit (“**EPK**”). A person who manages an individual artist or a musical group may create an OurStage.com profile and EPK for the individual or group he/she manages and enter the individual or group into the Contest (a “**Manager**”). Once an OurStage.com account has been created and activated, then follow the prompts to officially enter and participate in the Contest.

A submission (“**Submission**”) consists of:

- Three (3) original audio masters which embody original musical compositions (no video or audio visual works) recorded in .MP3, .WAV, .OGG or .M4A with a file size of no larger than one gigabyte (1GB) for each such work, featuring the performance of three (3) original songs written by Entrant which songs are each greater than :30 seconds and no more than 15 minutes in length (each a “**Song**”, collectively, the “**Songs**”). **Entrant must choose one Song to be submitted for the Public Voting portion of the Contest.** Songs must fall into one of the permitted genres or subgenres as defined in the ourstage.com frequently asked questions (<http://www.ourstage.com/about/faqs>). The permitted genres for this Contest are:
 - Rock, including Alternative Rock, Funk, Indie Rock, Modern Rock, Rock, Soft Rock, Southern Rock.
 - Pop including Pop and Indie Pop.
 - Country including, Alternative Country, Country and Traditional Country.
- A minimum of one (1) photo of the Entrant. Photos may have a maximum upload size of 4800X4800 DPI.

EACH ENTRANT INCLUDING EACH MUSICIAN WHO ENTERS EITHER INDIVIDUALLY OR AS A MEMBER OF A MUSICAL GROUP MAY BE INCLUDED IN ONLY ONE SUBMISSION.

Upon registration, Entrants will be provided tools to create a “Vote for Me” embeddable banner ad to use to solicit public votes.

ONLY ONE SUBMISSION WILL BE ACCEPTED FROM EACH ENTRANT AND EACH OF ITS MEMBERS. In the event that more than one Submission is made by an Entrant, the first Submission shall be deemed the Entrant's Submission, and additional Submissions will be disqualified. In the event that any Submission includes any musician who has performed either individually or as part of a different group in an earlier Submission, the first Submission featuring that musician's performance shall be deemed the Submission for that musician and for all musical groups in which he performs, and additional Submissions will be disqualified. By uploading a Submission in the Contest, Entrants and Managers hereby warrant and represent that the entire Submission meets the following entry requirements:

- Submission cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity;
- Submission cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Submission cannot be obscene or offensive, endorse any form of hate or hate group;
- Submission cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies, including Contest Parties;
- Submission cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without written permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Submission cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media or musical "samples" other than the Songs provided) without written permission;
- Submission cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than the Entrant, without written permission;
- Submission cannot communicate messages or images inconsistent with the positive images and/or goodwill to which the Contest Parties wish to associate or otherwise be objectionable or inappropriate as determined by Sponsor; and
- Submission cannot depict, and cannot itself, be in violation of any law or regulation.

Each completed Submission must also include: the name of the Entrant's musical group, the name of the Designated Agent, *i.e.*, the person who owns the OurStage.com account and enters the musician or the musical group in the Contest, telephone number, email address and zip code. Although not required as part of the entry, Entrants are encouraged to complete as much of their EPK as possible, including providing a biography and a live performance video, so as to provide the judging panel with as much information about themselves as possible. Contest Parties may, in their sole discretion, remove and/or disqualify any Submission that is deemed to be inappropriate or otherwise non-compliant. All Submissions must also comply with the OurStage terms and conditions located at <http://www.ourstage.com/about/terms>.

5. **PUBLIC VOTING:** Entries received in full during the Submission Period will be posted to the OurStage.com website for online voting during the Contest Period. During the Contest Period, members of OurStage.com can rank a Submission by either comparing it to one other Submission or to four other Submissions. To vote, you must be a member of OurStage.com. Registration is free. You must be 13 years of age or older to vote. Individuals under the age of majority in their state of residence (typically, 18), must obtain parental permission prior to voting in the Contest. Individuals under the age of 13 are not permitted to register for an OurStage account or use other interactive features on OurStage.com. **YOU MAY VOTE AS MANY TIMES AS YOU LIKE.** For answers to frequently asked questions about the voting process, see the OurStage FAQ's at: <http://www.ourstage.com/about/faqs>. Automated methods of voting are strictly prohibited. One account per person/email address is allowed. Judging or entering through multiple accounts is strictly prohibited. Entries will be ranked by using the OurStage proprietary ranking algorithms. Any attempt by an Entrant and/or his or her family/friends to vote more than the permitted number of times using multiple names or email addresses and/or any other fraudulent mechanism, as determined by Sponsor and/or Administrator, in their sole discretion, shall give Sponsor the right to disqualify Entrant.
6. **GRAND PRIZE CONTEST JUDGING PROCESS:** At the end of the Contest Period, a qualified panel of judges who are considered experts in the field of music, as determined by Sponsor, will review the Submissions of the top 100 Entrants. The judging panel may or may not include Keith Urban. Ranking of Entrants will be determined by the OurStage proprietary ranking algorithms, according to the OurStage records. In the unanticipated event that the judging panel, in their sole discretion, believes that they need to draw from a larger number of Submissions, the judging panel reserves the right to consider entries that have placed within the top 250 Submissions in their review. **Except as otherwise set forth in these Official Rules, only the Submissions of the top 100 Entrants are guaranteed to be judged by the judging panel.** The Grand Prize Contest winning Entrant will be selected using the Judging Criteria set forth below.
7. **JUDGING CRITERIA:** The top five Submissions will be ranked and the winning Submission will be selected by the judging panel based on the following criteria: (i) presentation; (ii) originality and creativity; (iii) melody, vocal ability and music; (iv) lyrics; and (v) entertainment value ("**Judging Criteria**"). In the event of a tie, the Entrants may be re-judged based on the Entrant that received the highest ranking from the Public Voting round according to OurStage records. The judging panel will decide the winner at their sole discretion. One Grand Prize Contest winner will be selected. The decisions of the judging panel are final and binding on all matters relating to the Contest.
8. **SELECTION OF WINNER AND NOTIFICATION:** The potential Grand Prize Contest winning Entrant will be notified on or about January 15, 2011, by telephone and/or email using the contact information provided during registration by the Designated Agent. If prize notification is returned as undeliverable or if Entrant does not respond within five (5) calendar days of the date of notification, Sponsor has the right to disqualify the potential winner and the prize will be awarded to the Entrant with the next highest rank as determined by the judging panel.
9. **PRIZES: ONE (1) GRAND PRIZE:** One (1) Grand Prize Contest winning Entrant will be awarded:
 - a. A trip to Nashville, TN or Los Angeles, CA (to be determined by Sponsor) ("**Trip**") to record a three (3) song demo recording produced with a top producer chosen by Sponsor ("**Demo CD**"),

including studio time, engineer, mix and master. Trip will include round trip coach airfare from the nearest metropolitan airport for the winning Entrant; transportation from airport to hotel; double occupancy hotel accommodations of Sponsor's choice; duration of Demo CD recording and Trip to be determined by Sponsor, but shall be no more than five (5) days time. Members of any Entrant that is a musical group must fly on the same itinerary. If winning Entrant lives within a 300-mile radius of the Trip location, round-trip ground transportation will be provided in lieu of air transportation and no additional compensation will be provided in place of air transportation portion of the prize. The approximate retail value ("ARV") of the Trip is \$6,500. The ARV of the Demo CD is indeterminable.

- b. Keith Urban will select one of the foregoing songs (the "Single") on which he will perform. Keith Urban will determine how, where, when and in what manner he performs on the Single. The ARV of this prize is indeterminable.
- c. Featured single on iTunes Country. The ARV of this prize is indeterminable.
- d. A \$10,000 Guitar Center shopping spree (to be divided equally among musical group members). The Guitar Center shopping spree will be awarded in the form of a Guitar Center store credit and is subject to additional terms and conditions. ARV: \$10,000.
- e. \$10,000 in new Gibson gear and a one (1) year endorsement deal with Gibson. ARV \$10,000.
- f. D'Addario prize package including: (i) three (3) diamond endorsement packages and gear from D'Addario and Planet Waves; (ii) one (1) Diamond endorsement package and gear from Evans; 10,000 custom picks; (iii) five (5) Inked by Evans Custom Front Bass Heads; and (iv) one (1) Entrant publicity package. ARV \$20,000.
- g. An opportunity (subject to Keith Urban availability) to play for a minimum of fifteen (15) minutes as an opening act for Keith Urban during one of his 2011 tour dates (exact date to be determined by Keith Urban in his sole discretion) ("Opening Act Spot"). If winning Entrant does not live within 300 miles of Opening Act Spot location, then Opening Act Spot prize will also include round trip coach airfare from the nearest metropolitan airport for the winning Entrant; transportation from airport/hotel and hotel/concert; double occupancy hotel accommodations of Sponsor's choice; duration of trip to be determined by Sponsor, but shall be no more than three (3) days and two (2) nights. In the event winning Entrant lives within a 300-mile radius of Opening Act Spot concert location, round-trip ground transportation will be provided in lieu of air transportation and no additional compensation will be provided in place of air transportation portion of prize. The ARV of the potential travel to the Opening Act Spot is \$3,000. The ARV of the Opening Act Spot is indeterminable.

The total approximate retail value ("ARV") of the Grand Prize is \$49,500.

Unless specifically stated above, the winner is responsible for all other costs and expenses associated with the prizes, including, but not limited to, set up and provisions of instruments, transportation/transfers to and from their respective residences, airports, and hotels; any taxes, duties, fees, or other charges imposed by airlines, hotels, governmental bodies, concert venue or any other person or entity; food; gratuities; personal conveniences and expenses; and insurance, except to the extent specifically included in the prize description set forth above.

Winner is solely responsible for any taxes on their respective prizes. Winner will receive an IRS form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS. No cash equivalent or substitution of any prize is offered, except at the sole discretion of the Sponsor. Prizes are non-transferable and non-refundable. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute such prize with another prize of equal or greater value, as determined by Sponsor in its sole discretion. If the Opening Act Spot concert is cancelled for any reason Sponsor agrees to use good faith efforts to substitute that portion of the Grand Prize with another opening act spot for an artist of Sponsor's choosing or reschedule. In order to accept the Grand Prize and be deemed a "winner", potential winning Entrant will be required to execute separate agreements with the Demo CD producer ("Producer Agreement") and Hit Red Records, a division of Guitar Monkey Entertainment, Inc. f/s/o Keith Urban for his Single performance ("Wavier of Exclusivity Agreement"). such agreements will be provided to potential winner upon notification. Except with respect to Keith Urban's performance on the Single, all performances of vocals and music on the Demo CD must be

performed by winning Entrant. Winners may not, under any circumstances, divide any of the individual prizes, which collectively make up the Grand Prize. The Grand Prize is a single indivisible package; and any refusal of the winning Entrant to accept any terms or any portion of the Grand Prize, including but not limited to refusing to execute the Waiver of Exclusivity Agreement and/or the Producer Agreement, inability to participate in the recording session for any reason or any attempt to transfer, sell, fail to cooperate with, renounce, repudiate and/or refuse any part of the Grand Prize shall immediately disqualify the winning Entrant from the Contest and such winning Entrant will forfeit the entire grand Prize. In any such event, Sponsor may select an alternate winning Entrant in the order of ranking by the judging panel. ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

10. **VERIFICATION:** Upon being notified of selection as the potential Grand Prize winner, the potential winning Entrant (including each member of the musical group who appears on the Submission) must execute and return to Sponsor: (i) an Affidavit of Eligibility; (ii) Release of Liability/Publicity (iii) a Producer Agreement; (iv) Waiver of Exclusivity Agreement and (v) any additional required documentation. All forms must be returned by all members of the Entrant group within five (5) calendar days of the date of notification or other date provided by Sponsor. Entrants that fail to execute required documentation in the designated time period or who otherwise are found to have violated the Official Rules will be disqualified and will forfeit the prize and Sponsor may, in its sole discretion, select the Entrant with the next highest rank as determined by the judging panel as the alternate potential winner. If any member of a musical group is disqualified for any reason, the entire group will be disqualified.
11. **ENTRANT REPRESENTATIONS, GRANT OF RIGHTS:** BY SUBMITTING SUBMISSION, ENTRANTS AND MANAGERS ACKNOWLEDGE THAT THE SUBMISSION MAY BE POSTED ON CONTEST PARTIES' AND/OR SPONSOR'S WEBSITE, IN SPONSOR'S DISCRETION. Entrants and Manager warrant and represent that their entry into the Contest and/or winning of any prize does not and will not violate the terms of any agreement to which they a party or conflict with any other obligation of Entrants or Manager. Further, Entrants and Managers warrant and represent that the Submission: (i) is Entrants' original work; (ii) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (iii) Entrants and Managers have obtained written permission from each person whose name, likeness, voice or other intellectual property is used in the Submission; and (iv) the publication of the Submission music via various media (including web posting) will not infringe the rights of any third party. Entrants and Managers will indemnify and hold harmless, Sponsor and the other Contest Parties from any third party claims to the contrary and any third party claims arising out of or related to Entrant's Submission or participation in the Contest

By submitting a Submission and thereby entering the Contest, Entrants and Managers grant to Contest Parties a worldwide, perpetual, unlimited, irrevocable, royalty-free right and license to use, publish and publicly perform their individual name (first and/or last), musical group's name, hometown, place of residence, Submission materials uploaded to the Website and/or ourstage.com, photo, image, voice, and likeness, in connection with the Contest and/or Submission in any manner and in any media and content whether now existing or later invented without any restrictions, including without limitation, in future trade, publicity and/or advertising for such Contest Parties products and/or services, unless prohibited by law. Entrants and Managers further agree: (i) that Contest Parties may exercise any and all rights hereunder without attribution, notification or compensation to Entrants or Managers; (ii) that Contest Parties shall have the right to freely assign their rights hereunder, in whole or in part, to any other person or entity, without notification or approval by Entrant or Manager; (iii) that Contest Parties shall have no obligation (express or implied) to use the Submission in any manner and Entrants and Manager shall not be entitled to any damages or other relief by reason of Contest Parties use or non-use of Entrants' Submission; (v) to be bound by these Official Rules and the decisions of the judges; (vi) that Entrants and Manager may be contacted by Contest Parties by telephone, mail or email regarding this Contest; and (vii) to sign and deliver to Contest Parties such documents as Contest Parties may reasonably require to effectuate the rights granted herein.

12. GENERAL TERMS: Sponsor has the right, but not the obligation, to monitor/screen Submissions prior to posting them on the Website or on ourstage.com. By entering, Entrant and Manager acknowledge that Sponsor and Administrator have no obligation to use or post any Submission. SUBMISSIONS POSTED ON THE WEBSITE OR ON OURSTAGE.COM WERE NOT EDITED BY SPONSOR OR OURSTAGE.COM AND ARE THE VIEWS/OPINIONS OF THE ENTRANT AND DO NOT REFLECT THE VIEWS OF THE CONTEST PARTIES IN ANY MANNER. 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, Sponsor reserves the right, at its sole discretion, to cancel, modify or terminate the Contest or any portion thereof. ANY ATTEMPT BY AN ENTRANT OR OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION, INCLUDING BUT NOT LIMITED TO ANY FRAUDULENT CLAIMS, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS – AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH INDIVIDUAL, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Proof of making a Submission will not be deemed to be proof of receipt by Sponsor. Any use of robotic, automatic, programmed or like entry methods will void all Submissions affected by such methods and be deemed tampering. Persons engaging in any of the foregoing activities may be disqualified. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. By participating, Entrants and Manger agree to be bound by these Official Rules and the decisions of Sponsor and judges and waive any right to claim ambiguity in the Contest or these Official Rules. Sponsor reserves the right to make changes or additions to these Official Rules and/or change the dates of the Contest at any time. This Contest is offered only in the United States and is governed by the laws of the State of California. By entering, Entrants and Manager consent to the jurisdiction and venue of the federal, state and local courts located in Los Angeles, California for the resolution of any disputes.

13. LIMITATIONS OF LIABILITY AND RELEASE: Sponsor and other Contest Parties are not responsible for: (i) technical problems or technical malfunction which may affect the operation of the Contest, including but not limited to any of the following occurrences (a) hardware or software errors; (b) faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; (c) errors or limitations of any Internet service providers, servers, hosts or providers; (d) garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; (e) any inability to upload or download any information in connection with participation in the Contest; (f) inaccessibility of Sponsor's website and/or the Website, in whole or in part for any reason, or traffic congestions on the Internet; (ii) lost, late, delayed, corrupted or intercepted e-mail or Submission transmissions; (iii) unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; (iv) destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Contest, including but not limited to, undeliverable contact attempts that result from any form of active or passive e-mail filtering by a user's Internet service provider and/or email client or for insufficient space in user's account to receive e-mail; (v) any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website; and (vi) 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 Website, ourstage.com or the download of any information from the Website or ourstage.com.

Entrant acknowledges that Sponsor and other Contest Parties, and their respective parents, subsidiaries, affiliates, successors, assigns, and prize providers (collectively "**Released Parties**" and individually "**Released Party**") maintain no control over the personnel, equipment, or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, restaurant, or other person or entity furnishing services, products, or accommodations supplied by others as a part of the Contest. Entrant and Manager agree that Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to (i) by any wrongful, negligent, or unauthorized act or omission on the part of any other suppliers or any of

their agents, servants, employees, or independent contractors (collectively, "**Suppliers**"); (ii) by any defect in or failure of any vehicle, equipment, accessories, instrumentality, service, product, or accommodation that is owned, operated, furnished, or used by any of those Suppliers; (iii) by the wrongful, negligent, or unauthorized act or omission on the part of any other person or entity not employed by that Released Party; or (iv) by any cause, condition, or event whatsoever beyond the control of that Released Party. Entrant and Manager hereby waive, release and discharge each Released Party from and against any claims, damages or liability, even if caused by the negligence or willful misconduct of the Released Party, for any injury, damage, loss, expense, accident, delay, inconvenience, or irregularity arising out of or relating to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from participation in this Contest or in any Contest-related activity or from acceptance, possession, use or misuse of any prize.

By entering the Contest, Entrants and Managers acknowledge that they are familiar with the provisions of California Civil Code Section 1452, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST BE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Accordingly, by entering the Contest, Entrants and Managers (on their behalf and on behalf of their heirs, executors, administrators, personal representatives, predecessors, successors and assigns of any of the foregoing, and all other persons and entities asserting rights of or acting on behalf of the entrant) hereby waive and relinquish any right or benefit which Entrant, Manager or such persons has, have or may have against Sponsor and the other Contest Parties under Section 1542 of the Civil Code of the State of California, or under any similar statutory or common law of any other jurisdiction to the full extent that any such person may lawfully waive such rights and benefits pertaining to the releases set forth in these Official Rules, the Website and ourstage.com terms & conditions and applicable privacy policies.

In the event of early termination of the Contest for any reason at Sponsor's sole discretion, a notice will be posted on the Website and ourstage.com and judging will be conducted from among the qualifying Submissions based on the top 100 rankings as determined by OurStage and its proprietary ranking algorithm prior to termination.

14. **PRIVACY POLICY.** Please read the Guitar Center and the OurStage privacy policies, located at <http://gc.guitarcenter.com/legal/privacy.cfm> and <http://www.ourstage.com/about/privacy> for more information about our information collection and use practices.
15. **WINNERS LIST:** For a winner's list, send a self-addressed stamped envelope to: "**Guitar Center Your Next Record With Keith Urban**" Winner's List, c/o Guitar Center Stores, Inc., P.O. Box 5111, Thousand Oaks, CA 91359-5111, to be received no later than April 15, 2011.
16. **SPONSOR:** Guitar Center Stores, Inc., 5795 Lindero Canyon Road, Westlake Village, CA 91362
17. **ADMINISTRATOR:** OurStage, Inc., 321 Billerica Road, Chelmsford, MA 01824.