

OurStage Intel “Superstars” Competition Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. OPEN ONLY TO OURSTAGE ACCOUNT-HOLDERS WHO ARE EIGHTEEN 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY AND ARE RESIDENTS OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA. VOID WHERE PROHIBITED BY LAW.

1. **“SUPERSTAR” COMPETITION OVERVIEW:** The Intel “Superstars” competition will run over two phases, beginning on October 25, 2011 and ending on December 15th, 2011. Round 1 of the Intel “Superstars” Competition, beginning on October 25, 2011 and ending on November 30, 2011 will consist of six genres (Rock, Pop, Country, Singer-Songwriter, Latin and Urban). Round 2 of the “Superstars” Competition, beginning on December 1, 2011 and ending December 15, 2011 will consist of the top 20 ranked artists from each genre who will automatically entered to compete against each other for the opportunity to win a \$10,000 Grand Prize.
2. **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).
3. **COMPETITION PERIOD:** Competition begins at 12:00:01 pm Eastern Time ("ET") on October 25, 2011 and ends at 11:59:59 am ET on November 30, 2011 ("Competition Period").

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 ("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 12:00:00 pm ET October 25, 2011 and 12:00:00am ET November 23, 2011 (“Submission Period”). In order to be considered a valid Entry, the Submission Materials must conform to the criteria listed in Section 6 below. For the 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. However, for purposes of this Competition, the official Entrant shall be deemed such individual who has registered the OurStage account associated with a given entry.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSORS' WEBSITE, IN SPONSORS' DISCRETION. Sponsors reserve 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 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 ARE 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.

Please note: An artist may submit only one (1) unique track into each of the Intel "Superstars" Competition Channels. If an artist submits the same song into multiple "Superstars" Channels, OurStage will remove the song from the genres deemed inappropriate.

- 4. COMPETITION TERMS OF SUBMISSION:** As conditions of entry into a Competition, and by uploading an Entry, each Entrant warrants and represents that uploaded Entry (a) is your original work, (b) has not been previously published, (c) you are not under contract with a record company (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that you have obtained permission from a person who's name, likeness or voice is used in the Entry and (f) and that publication of the Entry 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 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. By submitting an Entry, Entrant agrees to the Terms and Conditions specified on the OurStage.com site and further agrees to never sue or assert any claim against the Competition Parties' use of those Entry materials. Entrant agrees to indemnify and hold the Competition Parties and Facebook, Inc. 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 Sponsors 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 Sponsors or the Competition Parties infringes on the rights of Entrant's work as contained in any Entry.

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. **ENTRY FORMAT AND CONTENT REQUIREMENTS:**

Technical Requirements

The length of a music Entry 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 50 United States or the District of Columbia.
- The Entry must be acceptable for radio airplay with clean lyrics
- Accepted genres for the Intel “Superstars” Latin Competition: Latin.
- Accepted genres for the Intel “Superstars” Singer-Songwriter Competition: Singer-Songwriter must fall into the following genre based categories on OurStage: Singer-Songwriter (Male) and Singer-Songwriter (Female).
- Accepted genres for the Intel “Superstars” Urban Competition: Urban must fall into the following genre-based categories on OurStage: Hip-Hop, Rap, Alternative Hip-Hop, R&B and Soul.
- Accepted genres for the Intel “Superstars” Pop Competition: Pop must fall into the following genre-based categories on OurStage: Pop Channels including Pop and Indie Pop.
- Accepted genres for the Intel “Superstars” Rock Competition: Rock must fall into the following genre-based categories on OurStage: Rock Channels including Alternative Rock, Funk, Indie Rock, Modern Rock, Rock, Soft Rock, Southern Rock.
- Accepted genres for the Intel “Superstars” Country Competition: Country must fall into the following genre-based categories on OurStage: Country Channels including, Alternative Country, Country and Traditional Country.
- 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 completely fill out their OurStage profile and free EPK.
- 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.

- **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. Sponsors reserve the right to immediately remove any Entry material claimed to be infringing by 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 Sponsors are 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 Sponsors, and Sponsors do 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.

- **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. Sponsors assume no liability for any information removed from the OurStage Web Site, and reserve 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 Entry 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 Sponsors 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.

- 7. SELECTION OF WINNERS:** Submission Materials received by valid entrants during the Submission Period will be posted on www.ourstage.com in the Intel “Superstars” 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 two (2) rounds of judging for the Intel “Superstars” Competition. The outcome of the each round is based on judging by OurStage Members, and may not result in the awarding of any prize.

Round 1 - Regular judging: Round 1 of the Intel “Superstars” Competition will begin on November 1, 2011 at 12:00:00 am ET and will end on November 30 2011 12:00:00 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 twenty (20) ranked Entries from each of the Intel “Superstars” Competition Channels will be determined based on Round 1 Judging using proprietary ranking algorithms. **For the avoidance of doubt, the Entrant that places first in the Intel “Superstars” Competition at the conclusion of Round 1 is the NOT necessarily the Competition’s grand prize winner. The grand prize winner will be selected by from the top ten (10) ranked artists at the conclusion of Round 2 from the Intel “Superstars” Competition.** At the end of Round 1, the top twenty (20) ranked Entries will automatically be entered into Round 2.

Round 2 –Semi-Finals: Round 2 for the Intel “Superstars” Competition begins on December 1 at 12:00:00 am ET and ends on December 15 at 11:59:59 am ET (the During Round 2, OurStage Members will have the opportunity to judge the top one

hundred-twenty (120) ranked Entries to determine the top ten (10) Entries. Automated methods of voting are strictly prohibited. At the end of Round 2, the top ten (10) ranked Entries will progress to the Intel "Superstars" Finals.

Round 3 - Final Judging Panel: The Judging Panel will judge the top ten (10) ranked Entries in the Intel "Superstars" Semi Finals Round. 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 criteria. 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 ten (10) ranked Entries.** The decisions of the judging panels are final and binding on all matters relating to the Competition.

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 household. Prizes are non-transferable.

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.

8. PRIZES: For purposes of these Rules, Competition Prize Winners shall be referred to as the "Prize Winners". The number one (1) ranked artist in each of the six (6) Intel "Superstars" Competition Channels will receive prize packages as outlined below:

- Orange OPC Musician's Personal Computer;
- Intel® Corei7™ processor based Orange PC's;
- Cakewalk SONAR X1 Production Suite Software;
- Blue Microphones Yeti Pro.

Total Estimated Retail Value for all prizes = \$30,000 USD

Prize Distribution

For Phase 1 of the Intel "Superstars" Competition ending November 30 2011 the prizes will be awarded no later than January 1st 2012. For Phase 2 of the Intel

“Superstars” Competition the Grand Prize will be awarded no later than January 31, 2012.

9. GENERAL CONDITIONS: Prize winner and/or 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) 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, 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.

10. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsors, Facebook, Inc. 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, Facebook, Inc. 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, Facebook, Inc. 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, Facebook, Inc. 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, Facebook, Inc. 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, winner and/or winners (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 Winners names or Official Rules, send your request with a self-addressed, stamped envelope postmarked specifying "Winners List" or "Rules Request" to: Intel "Superstars" Competition, P.O. Box 182, Chelmsford, MA 01824.

12. **SPONSORS:** OurStage, Inc., P.O. Box 182, Chelmsford, MA, 01824 and Intel 2111 NE 25th Ave, Hillsboro Oregon 97124 JF1-F1, and Cakewalk 268 Summer St, Boston, 02210.