

MTV's VMA Best Breakout NYC Artist Award Contest Official Rules

1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. CONTEST (AS DEFINED HEREIN) VOID ANYWHERE OUTSIDE THE MARKET AREA (AS DEFINED HEREIN) AND WHERE PROHIBITED OR RESTRICTED BY LAW. THESE OFFICIAL RULES APPLY TO THE "MTV VMA BEST BREAKOUT NYC ARTIST AWARD" (THE "CONTEST").

2. **CONTEST DESCRIPTION:** The top twenty (20) entrants from the Eligible Entries (as hereinafter defined) received in the Market Area with the most votes from Online Judges (as defined in Section 8) will be selected as the twenty (20) semi-finalists (the "Semi-Finalist(s)"). A panel of MTVN Judges (as defined in Section 9) from MTV Networks, a division of Viacom International Inc. ("MTVN"), will then select three (3) finalists (the "Finalist(s)") from the Semi-Finalists. Each Finalist will (i) perform two (2) to three (3) original songs for a period of time at MTVN's sole discretion, as a part of a local music showcase at the "MTV VMA Best Breakout NYC Artist Award" event at a "MTV Video Music Awards" weekend event tentatively scheduled for on or around September 11, 2009, subject to change in MTVN's sole discretion (the "Event"). A panel of Artist Judges (as defined in Section 11) at the Event will review the performances and select one (1) grand prize winner (the "Grand Prize Winner") and the remaining two (2) Finalists will be declared the two (2) first place winners (the "First Place Winners" and collectively with the Grand Prize Winner, the "Winners"). Entrants should submit their best original song in audio-only format (the "Submission Materials") and follow the submission instructions below and on the Website for a chance to win the Prizes (as defined herein).

3. **CONTEST PERIOD:** Contest entry begins at 12:00:01 PM Eastern Time ("ET") on August 1, 2009 and ends at 11:59:59 PM ET on August 10, 2009 ("Entry Period"). All entries must be received by 11:59:59 PM ET on August 10, 2009. During the period commencing at 12:00:01 PM ET on August 1, 2009 and ending at 11:59:59 PM ET on August 13, 2009, online voting will take place ("Voting Period"). During the period commencing at 12:00:01 AM ET on August 14, 2009 and ending at 11:59:59 PM ET on or before September 1, 2009, an initial round of judging will take place by MTVN Judges, during which time the three Finalists will be selected (the "Judging Period"). The Winners will be selected by a panel of judges at the Event on September 11, 2009, subject to change in MTVN's sole discretion. The period commencing with the Entry Period and ending with the announcement of the Winners at the end of the Event, including the Voting Period and Judging Period, shall be sometimes referred to herein as the "Contest Period".

All Submission Materials must be uploaded during the Entry Period. No Submission Materials will be accepted after the Entry Period has ended, nor will any Submission Materials be returned to the Entrants. IT IS RECOMMENDED THAT ENTRANTS UPLOAD THEIR SUBMISSION MATERIALS AS EARLY AS POSSIBLE IN THE ENTRY PERIOD, AS THE VOTING PERIOD IS BASED ON THE TOTAL FINAL COMBINED VOTES RECEIVED THROUGHOUT THE VOTING PERIOD WHICH OVERLAPS WITH THE ENTRY PERIOD. ONLY THE ENTRANTS WITH THE TOP TWENTY (20) HIGHEST NUMBER OF VOTES WILL BE ELIGIBLE FOR THE JUDGING PERIOD AND FOR A CHANCE TO BE DECLARED A FINALIST.

4. **ELIGIBILITY:** Contest is open to account-holders of www.ourstage.com, a website owned and controlled by OurStage, Inc. ("OurStage" and, together with MTVN, "Sponsors"), who are legal U.S. residents residing in the Time Warner Cable New York City service area (the "Service Area") as of August 1, 2008, age thirteen (13) years of age or older at the time of entry, have Internet access and are available to perform at the Event (collectively, the "Eligibility Requirements"). Entrants who are not yet at the age of majority in the jurisdiction in which they reside will be required to obtain parental or legal guardian consent to be eligible to enter Contest. Any Finalist who is not yet at the age of majority in the jurisdiction in which he/she resides must be accompanied by his/her parent/legal guardian to the Event for the entire time each such Finalist is present at the Event. Entrants can participate on an individual basis (each, a "Solo Artist") or as a member of a band of more than one (1) individual (each, a "Band" and, together with Solo Artist, the "Entrants"). Bands are permitted to participate provided that (i) one participating member of Band is designated as the main contact (the "Leader"), (ii) all members of the Band are at least thirteen (13) years of age at the time of entry, (iii) all members of the Band are legal residents of one (1) of the fifty (50) United States or District of Columbia and (iv) at least one (1) participating member of the Band meets all of the Eligibility Requirements. If the Entrant is a Band, except as expressly set forth in these Official Rules, the Leader can act on behalf of the Band. Entrants must not be, during Contest Period or at the time of Prize fulfillment, acceptance and/or participation, a party to any agreement with any third party that might interfere with an Entrant's participation in the Contest and/or acceptance of the Prize awarded. The Sponsors reserve the right, in their sole discretion, to disqualify any Entrant who is under a third party agreement which the Sponsors deem as 353416v1A

contradictory to the nature of the Contest. Promotion Parties (as defined herein) assume no responsibility for any internal disputes among members of Bands with regard to the material submitted, collective interests in any intellectual property or any other internal disputes among the individuals and/or entities that have collective interest in any Submission Material. Such disputes will not be resolved by Promotion Parties. In the event that any such dispute interferes with the operation of the Contest, Entrants and, when applicable, their respective Band members may be disqualified.

The following are not eligible for Contest entry: employees, agents, assigns, successors, contractors, directors and officers of Sponsors and each of their respective parents, subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, judging and Promotion agencies involved in the administration, development, fulfillment and execution of this Contest (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 the Contest). By participating in the Contest, Entrants: (i) agree to be bound by these Official Rules and by the interpretations of these Official Rules by the Sponsors, and by the decisions of the Sponsors, which are final in all matters relating to the Contest; (ii) release and hold harmless Promotion Parties against any and all claims, injury or damage arising out of or relating to participation in the Contest and/or the use or misuse or redemption of the Prize and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action; and (iii) acknowledge compliance with these Official Rules.

5. TO ENTER:

(a) Solo Artists: To enter Contest, you must first create a free account (the "Account") by logging on to <http://nyc.mtv2.com> (the "Website"), a website owned and controlled by OurStage. Once you have your Account, upload a sound recording of your original song during the Entry Period. The Submission Materials need to be entered into the "MTV VMA Best Breakout NYC" channel on the Website. Entrants that have Accounts on the Website prior to the Entry Period must sign in to his/her Account and opt-in to Contest by following instructions to opt-in to the Contest. The Submission Materials must be comprised only of original elements created by Entrant and may not contain elements which are/have been created, developed, copyrighted, trademarked and/or patented by any third party(ies) or which are own or subject to proprietary or licensing rights of or by an entity other than Entrant personally and in Entrant's individual capacity, and must otherwise conform to the criteria listed in Section 6 below. Any Submission Materials that do not meet the requirements of the previous sentence will not be accepted or will otherwise be disqualified. All Solo Artists must agree to the terms of these Official Rules and the Website's Terms of Use and Privacy Policy in order for Solo Artist to be eligible to enter Contest.

(b) Bands: The Leader must first create an Account by logging on to the Website. Once you have your Account, upload a sound recording of your original song during the Entry Period. The Submission Materials need to be entered into the "MTV VMA Best Breakout NYC" channel on the Website. Entrants that have an Account on Website prior to Entry Period must sign in to his/her Account and opt-in to Contest by following instructions to opt-in to Contest. Leader must include the name of all Band members when creating the Account for Band or shortly thereafter. The Submission Materials must be comprised only of original elements created by Entrant and may not contain elements which are/have been created, developed, copyrighted, trademarked and/or patented by third party(ies) or which are own or subject to proprietary or licensing rights of or by an entity other than Entrant personally and in Entrant's individual capacity(ies), and must otherwise conform to the criteria listed in Section 6 below. Any Submission Materials that do not meet the requirements of the previous sentence will not be accepted or will otherwise be disqualified. All members of Band must agree to the terms of these Official Rules and the Website Terms of Use and Privacy Policy in order for Band and each member of Band to be eligible to enter Contest.

SUBMISSION MATERIALS ARE NOT/WILL NOT BE 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 Sponsors does not constitute a general waiver of any obligation to Entrants. One entry per Solo Artist and/or Band (for the avoidance of doubt, an Entrant may not enter the Contest as both a Solo Artist and as a member of a Band).

Entrants must be available to perform at the Event in order to be considered as a Finalist and must provide their own transportation to and from the Event.

In addition, Entrant must be able to perform two (2) to three (3) original songs, to be approved by MTVN, or a total of fifteen (15) minutes in order to be eligible to enter Contest as that will be required of them if they are selected as a Finalist.

Entrant must also be prepared to submit to MTVN, at MTVN's request, a printed version of the lyrics to songs contained in Submission Materials and contained in all of the original songs that they would perform at the Event if selected as a Finalist prior to being declared a Finalist.

6. SUBMISSION MATERIALS FORMAT AND CONTENT REQUIREMENTS:

Technical Requirements:

- Submission Materials must be longer than thirty (30) seconds and no more than five (5) minutes in duration, and be submitted in one of the formats allowed on the "Upload/Compete" page on the Website.
- All entries must comply with the OurStage "Terms and Conditions" found at <http://www.ourstage.com/about/terms>.

Additional Requirements:

- Entrants must fill out a profile for their Fan Club on the Website.
- Entrant's Submission Materials must fall into one (1) or more of the following music genre categories: Alternative, Rock, Funk, Indie Rock, Modern Rock, Soft Rock, Southern Rock, Hard Rock, Punk, Alternative Hip-Hop, Hip-Hop Music, and Rap.
- No Illegal, Infringing or Abusive Message Content: Entrant understands and acknowledges that Entrant 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 or otherwise objectionable or inappropriate as determined by Sponsors.
- No Violations of Third Party Rights: Entrant agrees that Entrant 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 Entrant will not impersonate any person or organization, including without limitation, the personnel of OurStage. Entrant further agrees that Entrant 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 Entrant 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 Entrant will not post any software, files or links to other sites, and that Entrant 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 Website, or feature of the Website. Entrant further agrees that Entrant will not modify in any way any specifications, technology or application codes provided to Entrant by OurStage or as embedded in the Submission Materials unless expressly authorized in writing by OurStage.
- 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 Entrant's account and for the confidentiality of Entrant's password.
- Responsibility of Postings: Entrant understands and acknowledges that Submission Materials are solely Entrant's responsibility, and that Sponsors are not responsible for the information, data, text or other materials that may appear in the Submission Materials. Opinions expressed in the Submission Materials do not necessarily reflect the opinions of Sponsors, and Sponsors do not endorse and have no control over the Submission Materials. Submission Materials are not necessarily reviewed by Sponsors prior to posting and Sponsors make no warranties, express or implied, as to the Entry or to the accuracy and reliability of the Submission Materials.
- No Monitoring/Violation Notices: OurStage does not necessarily monitor any materials posted, transmitted, or communicated to or within the Website. If Entrant believes that something on the Website violates these Terms, Entrant should email community@ourstage.com.
- User Termination/No Ownership: Entrant understands and agrees that Entrant has no ownership rights in Entrant's account or other access to the Website or features therein. OurStage may cancel Entrant's Account and

delete the Submission Materials and any other materials associated with Entrant's Account at any time, and without notice, if OurStage deems that Entrant has violated these terms, these Official Rules, the law, or for any other reason. OurStage assumes no liability for any information removed from our Website, and reserves the right to permanently restrict access to the Website or a user Account.

- **No Confidentiality:** The nature of this Website is interactive and public. By posting the Submission Materials, Entrant understands and acknowledges that any materials, ideas or other communications Entrant transmits in any manner and for any reason 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 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>. 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 Contest.

Submission Materials shall not contain, include or involve any of the following:

- Obscenity
- Crude, vulgar or offensive pictures, depictions, images, language and/or symbols
- Commercial products (e.g., clothing, toys, food) and/or their trademarks, brands, logos or endorsements
- License plates, phone numbers, personal addresses – physical or email or otherwise
- Website or web page links
- Derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), any assault or threatening of others
- Trespass or the violation of other people's rights or property
- Illegal (e.g., discriminatory, harassing) or inappropriate activity, behavior or conduct (e.g., inflicting emotional distress)
- Conduct or activities in violation of these Official Rules
- Any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by Sponsors, in their sole discretion

Submission Materials containing content which endorses or condones illegal drug use or alcohol abuse are not allowed. Narcotic addiction and alcohol abuse should only be depicted as self-destructive, anti-social behavior. Music should not promote, glamorize or show as socially acceptable, the use of illegal drugs or the abuse of legal drugs.

Submission Materials containing explicit, graphic or excessive sexual activity are not allowed. When sexual themes are key to the meaning or intent of a song they must be depicted with consistent regard for commonly accepted standards of taste and propriety.

Submission Materials containing gratuitous violence are unacceptable. Violence, if depicted, must be essential to the development of a theme, plot or concept of the entry. Violence may not be used to stimulate the audience or to invite imitation, nor may it be shown or offered as an acceptable solution to problem or conflict. Exceptional care must be taken in instances where women and children are victims of, or are threatened by, acts of violence.

Language contained in Submission Materials will be evaluated by MTVN based on content and societal acceptability.

In submitting an entry into this Contest, each Entrant agrees to, confirms and represents to MTVN that neither he/she nor anyone else has engaged or taken part in (or induced or encouraged anyone else to do so) in any activity or conduct in connection with this Contest that: (i) may or is likely to harm or create a risk of harm, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person, other living thing or any property; (ii) may or is likely to create a risk of any other loss or damage to persons, living things or property; (iii) is or may constitute a crime, unlawful or non-consensual activities (e.g., conduct that could lead to criminal prosecution), tortious conduct (e.g., conduct that could lead to civil prosecution) or the violation or infringement of the rights of any other party; or (iv) violates any of the terms or conditions of these Official Rules. The Sponsors are not obligated to review, consider, use, publish, display or broadcast any Submission Materials submitted with an entry; provided, however, that each Entrant

acknowledges that Sponsors will rely on such Entrant's agreement and compliance with these Official Rules when Entrant submits or attempts to submit the entry.

MTVN reserves the right to reject any Submission Materials that it deems, in its sole discretion, to violate any of the policies of MTVN's "Standards and Practices Guidelines." MTVN may modify or edit any materials related to a Contest entry or request Entrants to do so, so that such materials meet such guidelines.

All Contest entries submitted in accordance with these Official Rules shall be collectively hereinafter referred to as the "Eligible Entries". Incomplete or inaccurate entries are void. All Submission Materials become the property of MTVN and will not be acknowledged or returned.

7. TERMS OF SUBMISSION: As conditions of entry into the Contest, and by uploading Submission Materials, each Entrant warrants and represents that (a) the Submission Materials are Entrant's original work; (b) that Entrant has secured all rights to the contents of the Submission Material and all components thereof (including, but not limited to, master recording rights and publishing rights with respect to any musical recordings), and that Entrant has obtained all rights, consents and permission, including, but not limited to, those of persons participating in the Submission Material, necessary to grant the rights granted herein, including, without limitation, permissions from any person whose name, likeness or voice is used in the Submission Materials (e.g., an Entrant will not have an exclusive recording agreement with a record label or other third party which has not consented to the rights granted herein); (c) the Submission Materials are free and clear of any liens or claims with respect to the use of the Submission Materials in the manner authorized herein and will not give rise to any claims of infringement, invasion of privacy or publicity nor will infringe on any other rights or interests of any third party, or give rise to any claims for any payment whatsoever, including, but not limited to, claims for re-use fees or residuals; (d) that the Submission Materials do not and will not violate any law, statute, ordinance or regulation; and (e) that the Submission Materials are not and will not be defamatory, trade libelous, pornographic or obscene. 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 Submission Materials, Entrant agrees to the OurStage "Terms and Conditions" specified on the Website and further agrees to never sue or assert any claim against any of the Promotion Parties in connection with the use of the Submission Materials, in whole or in part, by any of the Promotion Parties. 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 "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 Submission Materials 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. 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 Sponsors or the Promotion Parties infringes on the rights of Entrant's work as contained in the Submission Materials.

If any Submission Material was created by the result of any collaborative effort, each individual who has any right, title or interest in such Submission Material must be listed as a Band member. Entries which contain materials that are not the original work of the Entrants, or are illegible or incomplete will not be accepted.

FOR ALL ENTRANTS (Prior to selection of Finalists): Entrants agree that, by entering into this Contest, they are granting MTVN, and any and all of MTVN's subsidiaries and affiliates and affiliated broadcast stations and networks, successors, assignees and licensees, the non-exclusive, irrevocable worldwide right and license to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, rebroadcast, transmit, record, publicly perform, create derivative works of, distribute and/or synchronize in timed relation to visual elements, the Submission Materials and/or any portions or excerpts thereof, during the Contest Period and thereafter on a perpetual basis, solely in connection with the advertising, promotion and publicizing of the Contest and the Event and MTVN's local music programming in any and all media now known or hereafter devised. The undersigned acknowledges that MTVN may use the Submission Materials in accordance with the permission granted herein without any payment to the undersigned or any third party. Notwithstanding the prior sentence, MTVN shall not commercially release any audio or audiovisual products intended for home consumer use which embody any performance of musical compositions in the Submission Materials, without

Entrant's prior written consent and/or MTVN obtaining any necessary approvals that may be required by Entrant's record label(s) and/or music publisher(s), if applicable.

FOR FINALISTS: The three (3) Finalists agree that by entering into this Contest they are granting MTVN, and any and all of MTVN's subsidiaries and affiliates and affiliated broadcast stations and networks, successors, assignees and licensees, the non-exclusive, irrevocable worldwide right and license to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, rebroadcast, transmit, record, publicly perform, create derivative works of, distribute and/or synchronize in timed relation to visual elements, the Submission Materials and/or any portions or excerpts thereof, in any manner, an unlimited number of times, in any and all media, now known or hereafter devised, in perpetuity in any programming and/or promotional announcements owned, controlled, produced by or for and/or licensed to or by MTVN. MTVN may use the Submission Materials to advertise, promote and publicize the Contest, the Event, MTVN and/or the Website in any and all media throughout the universe and may authorize others to do so; such advertising, promotion and publicity may include portions and excerpts, in addition to cut-in, synchronized, dubbed and superimposed versions of the Submission Materials. The undersigned acknowledges that MTVN may use the Submission Materials in accordance with the permission granted herein without any payment to the undersigned or any third party. Notwithstanding the prior sentence, MTVN shall not commercially release any audio or audiovisual products intended for home consumer use which embody any performance of musical compositions in the Submission Materials, without Entrant's prior written consent and/or MTVN obtaining any necessary approvals that may be required by Finalists' record label(s), if applicable.

8. ONLINE VOTING: During the Voting Period as detailed in Section 3, all Entrants' Submission Materials will be posted online for judging by the Website users (the "Online Judges"). The total number of online votes submitted during the Voting Period for each of the Entrants will be tabulated by OurStage using proprietary ranking algorithms (administered by OurStage). The twenty (20) Entrants with the most online votes during the Voting Period will be declared the Semi-Finalists. Automated methods of voting are strictly prohibited. One account per person/email address. Judging or entering through multiple accounts is strictly prohibited. In the event of a tie or dispute, or for any other reason that MTVN deems necessary, determination of any Semi-Finalists, Finalists and/or the Winners shall be made by MTVN. To the extent permitted by law, the Promotion Parties disclaim any liability from, and Entrants (whether or not a Semi-Finalist, Finalist or Winner) agree to waive, any claims against the Promotion Parties relating to the judging or awarding process. MTVN reserves the right to select an alternative Semi-Finalist, Finalist or Winner in the event that any Semi-Finalist, Finalist or Winner (or any member of a Band that is a Semi-Finalist, Finalist or Winner) fails to comply with these Official Rules.

9. FINALIST JUDGING/JUDGING CRITERIA: The official judging panel for the selection of the Finalists will be comprised of representatives from MTVN (collectively, the "MTVN Judges"). The Submission Materials will be judged on a variety of elements weighted equally, including, but not limited to, general musical ability, including the ability to compose unique music and demonstrate mastery of the musical instruments utilized, songwriting ability, lyrical content, originality and creativity. The MTVN Judges reserve the right to conduct interviews with any of the Semi-Finalists or Finalists. The MTVN Judges also reserve the right to extend the Entry Period and/or Contest Period or not to progress to the Finalist and/or Winners stage if they determine, in their sole discretion, that entries received did not meet the minimum qualification standards based on the judging criteria specified herein. To the extent permitted by law, MTVN disclaims any liability from, and Entrants (whether or not a Semi-Finalist, Finalist or Winner) agree to waive, any claims against MTVN relating to the judging or awarding process. The application of the judging criteria shall be in the sole and absolute discretion of the MTVN Judges.

10. FINALISTS SELECTION/NOTIFICATION: Three (3) Finalists will be selected from among the Semi-Finalists on or before September 1, 2009. MTVN reserves the right to delay the announcement of the Semi-Finalists and the Finalists in its sole discretion. MTVN will make up to two (2) attempts over the 24 hour period following MTVN's selection of the Finalists to contact the potential Finalists (or the Leader of a Band that is a Finalist) at the phone number or email address such Entrant used to register. If a potential Finalist (or the Leader of the Band that is a potential Finalist) cannot be reached during the 24 hour period in which he/she is called (no messages will be left on answering machines or voicemail systems) or emailed, the potential Finalist will be disqualified and an alternate Finalist may be selected from the applicable Semi-Finalists in MTVN's sole discretion. **The Finalists must consist only of Entrants that either opted into Contest as Solo Artists, a Leader or were listed as a Band Member at time of Contest entry. If any Finalist, (including any member of a Band that is a Finalist, if applicable) is not able to provide his/her (including any member of a Band that is a Finalist, if applicable) transportation to/from the Event and perform at the Event on**

the date and time as specified by MTVN in its sole discretion, Finalist privileges will be forfeited and an alternative Finalist may be selected from among the Semi-Finalists that in the opinion of the MTVN Judges was the next in contention for Finalist designation. In addition, MTVN reserves the right to select an alternate Finalist in the event that any potential Finalist (including any member of a Band that is a Finalist) fails to comply with these Official Rules. Upon a Finalist's forfeiture, no compensation will be given.

11. CONTEST WINNERS JUDGING/JUDGING CRITERIA: The official judging panel for the selection of the Winners will be comprised of performing artists who will be appearing at the Event and one (1) or more representatives from MTVN (collectively, the "Artist Judges"). The Submission Materials will be judged on a variety of elements weighted equally, including, but not limited to, general musical ability, including the ability to compose unique music and demonstrate mastery of the musical instruments utilized, songwriting ability, lyrical content, originality and creativity as well as general performance capabilities including the ability to display complete an energetic, enthusiastic, entertaining set. The Artist Judges will view performances and provide feedback. The application of the judging criteria shall be in the sole and absolute discretion of the Artist Judges. The Artist Judges reserve the right to conduct interviews with any Finalist.

12. WINNERS SELECTION/NOTIFICATION: One (1) Grand Prize Winner and two (2) First Place Winners will be selected from among the Finalists after all performances are completed and the Artist Judges have had a chance to deliberate and select and declare a Grand Prize Winner and the First Place Winners at the Event on September 11, 2009, subject to change in MTVN's sole discretion. After the performances, the Artist Judges will discuss and collectively declare a Grand Prize Winner and the First Place Winners. To the extent permitted by law, MTVN disclaims any liability from, and Entrants (whether or not a Finalist, a Winner) agree to waive, any claims against MTVN relating to the judging or awarding process. MTVN reserves the right to delay the announcement of the Winners in its sole discretion. In addition, MTVN reserves the right to select an alternate Winner in the event that any potential Winner (including any member of a Band that is a Winner) fails to comply with these Official Rules.

13. FINALISTS VERIFICATION: Each potential Finalist (including each member of a Band that is a potential Finalist) must prove eligibility, including, but not limited to, proof of age (at least one (1) member of the Band that is the potential Finalist must prove that they meet ALL of the Eligibility Requirements) within one (1) day of being notified as a potential Finalist. In the event of non-compliance by a potential Finalist (including any member of a Band that is a potential Finalist) such potential Finalist shall be disqualified and an alternate Finalist may be selected from among the Semi-Finalists in MTVN's sole discretion. In addition, the potential Finalists must sign, (including each member of a Band that is a potential Finalist) (or, if a minor in the jurisdiction in which he/she resides, his/her parent/legal guardian must sign on his/her behalf) within one (1) day of receipt of such documents from MTVN: (i) an affidavit of eligibility and release of Contest Indemnities from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Contest or the use/misuse or acceptance of the Prize or any portion thereof, and for any claims based on publicity rights, invasion of privacy rights, defamation, copyright infringement, trademark infringement or any other intellectual property related cause of action, to be eligible for the Prize; (ii) except where prohibited by law, a promotional release granting MTVN the right to use their name and likeness for advertising and publicity purposes without additional compensation (collectively, the "Affidavit of Eligibility and Publicity/Liability Release"); (iii) Solo Artist's and all members of Band's acknowledgment and agreement of compliance with the terms of (x) these Official Rules; (y) any and all Website "Term and Conditions" and "Ownership of Posted Contest and License"; and (z) any other guest/performer release that may be deemed necessary in MTVN's sole discretion and return them as specified by MTVN or the Finalist may be disqualified at the MTVN's sole discretion. Entry into this Contest constitutes agreement to sign such releases. The Affidavit of Eligibility and Publicity/Liability Release must be complete and must include the Finalist's social security or resident alien identification number. The information in the Finalist's Affidavit of Eligibility and Publicity/Liability Release must be correct and must be identical to the information provided in Finalist's entry or the Finalist will be disqualified. The Finalist (including each member of a Band that is a Finalist) also must acknowledge that the Promotion Parties have not and will not obtain or provide insurance of any kind relating to the Contest or the Event and that the Finalist, including each member of a Band that is a Finalist, will be responsible for obtaining and paying for any form of insurance. Each Finalist (or, if a minor in the jurisdiction in which he/she resides, his/her parent/legal guardian on his/her behalf) must also complete any additional legal documents provided by Sponsors (or third party on its behalf, if applicable) with respect to the Contest and return them as instructed within the time frame specified by Sponsors or Finalist may forfeit his/her designation as a Finalist at Sponsors' sole discretion. Sponsors expressly reserve the right to delay the announcement of the Semi-Finalists, Finalists, and/or Winners for creative or technical reasons or for any other reason Sponsors deem necessary.

14. PRIZES:

(a) FIRST PLACE PRIZE: There will be two (2) First Place Winners. A Band that is a First Place Winner is considered one (1) First Place Winner. The First Place Winner will be featured: (i) on local MTVN TV-VOD programming in the Market Area for a period of no less than two (2) weeks (the "Local VOD"), the dates and frequency of which will be in MTVN's sole discretion and (ii) online on an "MTV2" and Time Warner Cable co-branded website for a period of no less than two (2) weeks (the "Online Promotion"), the dates and frequency of which will be in MTVN's sole discretion. The First Place Winner may, at MTVN's sole discretion, also be featured on MTVN's "MTV2" national television programming service in MTVN's sole discretion (the "MTV2 Promotion" and collectively with Local VOD and Online Promotion, the "Contest First Place Prize"). The approximate retail value ("ARV") of the Contest First Place Prize is \$0.00. If for any reason any Contest First Place Prize related Event is delayed, cancelled or postponed, MTVN reserves the right, but is not obligated, to cancel or modify these Contest rules in its discretion and shall award a substitute prize of comparable or greater value. The dates for fulfillment of the Contest First Place Prize are tentatively scheduled for on or around September 15, 2009 through on or around October 15, 2009 for the Local VOD and Online Promotion, all dates subject to change in MTVN's sole discretion.

(b) GRAND PRIZE: There will be one (1) Grand Prize Winner. A Band that is a Grand Prize Winner is considered one (1) Grand Prize Winner. The Grand Prize Winner will be featured: (i) on local MTVN TV-VOD programming in the Market Area for a period of no less than two (2) weeks (the "Local VOD"), the dates and frequency of which will be in MTVN's sole discretion and (ii) online on an "MTV2" and Time Warner Cable co-branded website for a period of no less than two (2) weeks (the "Online Promotion"), the dates and frequency of which will be in MTVN's sole discretion. The Grand Prize Winner may, at MTVN's sole discretion, also be featured on MTVN's "MTV2" national television programming service in MTVN's sole discretion (the "MTV2 Promotion" and collectively with Local VOD and Online Promotion, the "Contest Grand Prize" and together with Contest First Place Prize, the "Prizes"). At MTVN's option to be decided at a later date, the Grand Prize Winner may also be featured during an "MTV" pod takeover that will air in the Market Area on or around September 13, 2009 during the "2009 MTV Video Music Awards" (the "Pod Takeover"), subject to change in MTVN's sole discretion. The approximate retail value ("ARV") of the Contest Grand Prize is \$0.00. If for any reason any Contest Grand Prize related Event is delayed, cancelled or postponed, MTVN reserves the right, but is not obligated, to cancel or modify these Contest rules in its discretion and shall award a substitute prize of comparable or greater value. The dates for fulfillment of the Contest Grand Prize are tentatively scheduled for on or around September 15, 2009 through on or around October 15, 2009 for the Local VOD and Online Promotion and on or around September 13, 2009 for the Pod Takeover and during available airtime on "MTV2" through the end of 2009, if applicable, all dates subject to change in MTVN's sole discretion.

15. MTVN PRODUCED PROGRAMMING: All video material and programming created by MTVN at or in connection with Event will be referred to as "Programming". MTVN shall be the exclusive owner of the copyright and other rights in and to the Programming and MTVN and its subsidiaries, affiliates, affiliated broadcast stations and networks and licensees will be able to use the Programming forever and throughout the world, and to license others to use it, in any manner MTVN wishes and in any and all media now known or hereafter discovered or developed without notice, including for advertising, promoting and publicizing any of their products or services, such use may include portions and excerpts, in addition to cut in, synchronized, dubbed and superimposed versions of the Programming. By participating in any of the Events, Finalists and Winners acknowledge that MTVN may use the Programming in accordance with the permission granted herein without any compensation, royalty, payment, liability or obligation to Entrant or any third party. MTVN is under no obligation to broadcast or otherwise exploit the Programming.

16. GENERAL PRIZE CONDITIONS: Unclaimed prizes will not be awarded. Arrangements for fulfillment of the Prize will be made by MTVN or a third party on MTVN's behalf. All costs and expenses not specifically listed above, including, without limitation, meals, snacks, beverages, mini-bar, entertainment, tips, souvenirs, personal expenses, damages to hotel rooms, baggage fees and any equipment to be used in connection with the Prize as described herein are solely the Winners' responsibility. Upon entry into this Promotion, Winners (as well as all other online Entrants) is required to comply with any and all applicable federal, state, and local laws, rules, and regulations. All federal, state and local taxes, and any other costs not specifically provided for in these Official Rules are solely the Winners' responsibility. Promotion Parties shall have no responsibility or obligation to any Winner or any potential Winner who are unable or unavailable to accept or utilize the Prize as described herein.

No substitution, transfer or cash equivalent of the Prize or any portion thereof permitted, except by MTVN, in which case a prize of comparable or greater value may be awarded.

17. GENERAL CONDITIONS: By participating, Entrants agree to these Official Rules and OurStage "Privacy Policy" (available at the Website) which are final and binding in all respects. Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER OR ANY BEHAVIOR BY A WINNER THAT WILL BRING SUCH WINNER OR PROMOTION PARTIES INTO DISREPUTE (IN PROMOTION PARTIES' SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS THE WINNER OF THIS CONTEST AND ALL PRIVILEGES AS THE WINNER WILL BE IMMEDIATELY TERMINATED. If, for reasons beyond the control of Sponsors (including, but not limited to, any suspected evidence of tampering or if any portion of the Contest is compromised by computer virus infection, bugs, worms or unauthorized human intervention, fraud, acts of God, strikes, terrorists acts, or criminal acts of third parties), the Contest is not capable of running as originally planned, Sponsors, at their sole discretion, reserve the right to cancel or modify the Contest without liability. If a sufficient number of eligible entries (as determined by Sponsors in their sole discretion) are not received by the end of the Contest Period, Sponsors reserve the right not to award any or all prizes. By accepting the Prizes, the Winners acknowledges that the Sponsors have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize or to any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

Past experience has confirmed that contests and other competitions generate substantially similar submissions or entries which closely resemble concepts and ideas that have been independently developed by MTVN before or after the Contest. Accordingly, Entrants may subsequently see an MTVN presentation which seemingly incorporates an idea or concept or includes materials similar to that contained in their entries. Any similarity is purely coincidental and unavoidable in light of the volume of ideas which MTVN routinely considers in the course of their program development. Because of this possibility, Entrants hereby agree to submit their entries under the following terms and conditions: (a) that MTVN may use any songs, ideas, concepts, material, in whole or in part, contained in an entry, (b) that all physical materials submitted become the property of MTVN and will not be returned; (c) that all materials submitted are free from any lien or claim by anyone, including, but not limited to any union, guild or performance rights society; (d) Entrants have obtained all rights, permissions and licenses necessary for MTVN to use the entries for any purpose; (e) that no entry or any part thereof infringes any trademark or copyright or otherwise violates anyone's right of privacy or publicity; and (f) Entrants agree to indemnify and hold harmless MTVN and its parent company, officers, directors, employees, agents, members, affiliated companies and subsidiaries from any claims, suits, losses damages and expenses (including reasonable attorneys' fees) that arise from any breach of the following conditions. Entrants agree to the foregoing and in addition agree to obtain, upon request of MTVN any documentation and releases necessary to prove their unrestricted ownership in all materials contained in their Submission Materials and MTVN's right to use such Submission Materials, in whole or in part, without limitation in all media and for any purpose whatsoever without compensation.

18. GENERAL TERMS/LIMITATIONS OF LIABILITY AND RELEASE: If, for any reason, the Contest is not capable of running as planned, including, without limitation, changes in MTVN's on-air programming, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Promotion Parties which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsors reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest. Should this Contest be terminated prior to the stated expiration date, notice will be posted on the Website during the Contest Period and the Prizes may be awarded to Winners to be selected from among all Eligible Entries received up until and, or after (if applicable) the time of modification, cancellation or termination or in a manner that is fair and equitable as determined by Sponsors in their sole discretion. All interpretations of these Official Rules and decisions by Sponsors are final. Sponsors reserve the right in their sole discretion to disqualify any individual they suspect or find (a) to have used a software generated, robotic, programmed, script, macro or other automated online or text message entry, (b) to have tampered with the entry process or the operation of Contest, (c) to be acting in violation of these Official Rules, (d) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or (e) to have provided inaccurate information on any legal documents submitted in connection with the Contest. No liability or responsibility is assumed by Promotion 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 Promotion 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 Website in whole or in part for any reason; traffic congestion on the Internet or the Website; 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, or human error that may occur in the transmission, receipt or processing of entries. 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 Website. Use of Website is at user's own risk. 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 Contest, use of the Website or the download of any information from the Website. By participating in the Contest, Entrants (or their parent/legal guardian if an eligible minor) agree to release and hold Promotion Parties harmless from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting the Prizes, Winners (or his/her parent/legal guardian if an eligible minor) agree that the Promotion Parties have the right to use Winners' name, Submission Materials and biographical information for advertising/promotional purposes, except where prohibited by law, and that Promotion Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance, possession, use or misuse of any prize, including any travel related thereto, or any use of the Submission Materials. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. Entrants agree to indemnify and hold harmless the Promotion Parties from any and all liability resulting or arising from this Contest, to release all rights to bring any claim, action or proceeding against the Promotion Parties, and hereby acknowledge that Promotion Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize, including express warranties provided exclusively by a prize supplier that are sent along with the Prizes.

19. **WINNERS NAMES/RULES REQUEST:** For Winners names or Official Rules, send your request with a self-addressed, stamped envelope postmarked specifying "Winners Names" or "Rules Request" by November 18, 2009 to: MTV Networks, ATTN: MTV VMA Best Breakout NYC Artist, 1540 Broadway, 29th Floor, New York, NY 10036. Vermont residents may omit return postage if requesting a set of Official Rules.

20. **SPONSORS:** OurStage, Inc., P.O. Box 182, Chelmsford, MA, 01824 and MTV Networks, 1515 Broadway, New York, New York 10036.