

OurStage "Score Skins Music Project" Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. ENTRANTS MUST BE LEGAL RESIDENTS OF ONE OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA WHO ARE OURSTAGE ACCOUNT-HOLDERS AND EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY ("ENTRANT"). VOID WHERE PROHIBITED BY LAW. THESE OFFICIAL RULES APPLY TO THE SCORE SKINS MUSIC PROJECT COMPETITION ("COMPETITION").

- 1. ELIGIBILITY:** This Competition is open to OurStage account-holders who have Internet access and are at least eighteen (18) years or older at the time of Entry. The following are not eligible: employees, contractors, directors and officers of OurStage, Inc. ("OurStage"), MTV Networks, a division of Viacom International Inc. ("MTVN") (collectively, "Sponsors"), the production company for the *Skins* show and each of their respective parent, subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, judging and competition agencies involved in the administration, development, fulfillment and execution of this competition (collectively, "Promotion Parties"), and the immediate family members of each (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in their same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of competition). Entrants must not be, at time of entry, during the Competition Period or at time of Grand Prize (as defined herein) fulfillment and acceptance, a party to any agreement with any label, production company or publishing company or any third party that might interfere with Entrant's participation in the Competition and /or acceptance of the Grand 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 contradictory to the nature of the Competition. Promotion Parties 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 Materials (as defined herein). Such disputes will not be resolved by Promotion Parties. In the event that any such dispute interferes with the operation of the Competition, Entrants and, when applicable, their respective band members may be disqualified.

- 2. COMPETITION PERIOD:** Competition begins at 12:00:01 pm Eastern Time ("ET") on December 1, 2010 and ends at 11:59:59 pm ET on December 31, 2010 ("Competition Period").

- 3. TO ENTER:** One entry per person/OurStage account. To enter Competition, Entrant must first create a free account by logging on to OurStage's web site, www.ourstage.com ("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 am ET December 1, 2010 and 11:59:59 pm ET December 22, 2010 ("Submission Period"). In order to be considered a valid Entry, the

Submission Materials must conform to the criteria listed in Section 6 below. For 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.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSORS' WEBSITE, AT SPONSORS' SOLE DISCRETION. Sponsors reserve the right to, and may or may not, monitor/screen Entries prior to posting them to the Website. By entering, Entrant acknowledges that Sponsors has no obligation to use or post submitted Entry. Submission of an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Entry in any way, in any and all media, without limitation, and without consideration to the Entrant. ENTRIES POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSORS AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSORS IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants.

- 4. COMPETITION TERMS OF SUBMISSION:** As conditions of Entry into this Competition, and by uploading Submission Materials, each Entrant warrants and represents on behalf of Entrant and every other member of Entrant's band, that Submission Materials (a) are their original work, (b) that the Submission Materials do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (c) that Entrant has obtained permission from any person whose name, likeness or voice is used in the Submission Materials and (d) and that publication of the Submission Materials via various media including Web posting, will not infringe on the rights of any third party rights. Any such Entrant will indemnify and hold harmless, Sponsors from any claims to the contrary. Each Entrant further warrants and represents that the Entrant has obtained permission from each person who appears in the Submission Materials to grant the rights to the Promotion Parties described in these Official Rules, and can make written copies of such permissions available to the Promotion Parties upon request. By submitting an Entry, Entrant agrees to the Terms and Conditions specified on this Web site and further agrees to never sue or assert any claim against the Promotion Parties' use of the Submission Materials. Entrant agrees to indemnify and hold the Promotion Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Competition Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Competition Indemnitees due to or arising out of the Entrant's Submission Materials in the Competition, or the Entrant's conduct during and in connection with this Competition, including but not limited to claims of infringement of a party's trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation. Entrant agrees to release and indemnify and hold harmless Sponsors and the Promotion Parties from any and all claims that any advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsor or the Promotion Parties infringes on the rights of Entrant's work as contained in the Submission Materials.

5. **PRIVACY POLICY:** Information collected from Entrants is subject to the Ourstage's Privacy Policy (<http://www.ourstage.com/about/privacy>) and MTVN's Privacy Policy (<http://www.mtv.com/sitewide/legal/privacy.jhtml>).

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

Technical Requirements

The Submission Materials must be full length with or without vocals, 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 one of the 50 United States or District of Columbia.
- Regarding acceptable genres of music, only Submission Materials that are determined, at the sole discretion of the Sponsors, to be classified as Rock, Pop, Singer-Songwriter, Urban, Electronic, Dance and Instrumental will be eligible as defined on the OurStage FAQ (<http://www.ourstage.com/about/faqs>).
 - The above genres include the following sub-genres:
 - Rock genre includes: Alternative Rock, Funk, Indie Rock, Modern Rock, Rock, Soft Rock and Southern Rock
 - Pop genre includes: Pop and Indie Pop
 - Singer-Songwriter genre includes: Singer-Songwriter (male) and Singer-Songwriter (female)
 - Urban genre includes: Rap, Hip-Hop, Alternative Hip-Hop, R&B, Soul
 - Electronica
 - Dance
 - Instrumental
- No Entries will be returned. Sponsors may, in their sole discretion, remove, delete and/or disqualify Entries deemed to be inappropriate or otherwise non-compliant. Sponsors reserves the right, in their reasonable discretion, during or upon completion of the Submission Period, to request that any Entrant resubmit his or her Entry which fails to comply with the Submission Requirements prior to any judging or voting period.
- Sponsors reserve the right to waive the Submission Requirements set forth herein in their reasonable discretion.
- Entrants must completely fill out an artist profile and their OurStage electronic press kit ("EPK").
- If any group of individuals elects to collaborate on an Entry, they are required to designate one (1) person as the official Entrant of the group to enter the Competition, agree to these rules and accept the Grand Prize on behalf of the

group. Neither Sponsor nor any of the Promotion Parties are liable for any disputes between collaborators arising under or related to the Competition. Entrant will be required to secure permission from all collaborators and supply proof of permission to Sponsors upon request.

- No Illegal, Infringing or Abusive Message Content: Entrant understands and acknowledges that he/she is responsible for the Submission Materials, and agrees not to post any content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent, derogatory of any ethnic, racial, gender, religious, professional or age group or otherwise objectionable, inappropriate, or in violation of any law, as determined by Sponsors.
- No Violations of Third Party Rights: Entrant agrees that he/she will not post any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that Entrant is under a contractual obligation to keep private or confidential. Entrant agrees that he/she will not impersonate any person or organization, including without limitation, the personnel of Sponsors. Entrant further agrees that he/she will not misrepresent an affiliation with another person or organization, nor will Entrant post any content that contains slanderous or libelous comments about others, or that infringes any copyright, trademark, patent, trade secret or other intellectual property right of a third party.
- No Commercial Use: Entrant agrees that he/she will not post any content that contains business solicitation of any type, including advertising a product or service, offering a product or service for sale, or directing readers to a location for more information about a product or service.
- No Viruses, Corrupting Files or Interference: Entrant agrees that he/she will not post any software, files or links to other sites, and that he/she will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Web Site, or feature of the Web Site. Entrant further agrees that he/she will not modify in any way any specifications, technology or application codes provided to Entrant by Sponsors or as embedded in the Submission Materials unless expressly authorized in writing by Sponsors.
- Use of Account Information: Entrant may not share or transfer password or other access information with any other party, temporarily or permanently. Entrant shall bear sole responsibility for all use of their accounts and for the confidentiality of their password.
- Responsibility of Postings: Entrant understands and acknowledges that they are solely responsible for the Submission Materials, and that Sponsors are not responsible for the information, data, text or other materials that may appear therein. Opinions expressed in the Submission Materials do not necessarily reflect the opinions of Sponsors, and Sponsors do not endorse and has no control over content of the Submission Materials. The Submission Materials are not necessarily reviewed by Sponsors prior to posting and Sponsors make no warranties, express or implied, as to the Submission Materials or to the accuracy and reliability of the Submission Materials.
- No Monitoring/Violation Notices: Sponsors do not necessarily monitor any materials posted, transmitted, or communicated to or within the Web Site. If Entrant believes that something on the Web Site violates these Terms, please email community@ourstage.com.

If you think that any Entry infringes your intellectual property rights, click here to find out how to report it: <http://www.ourstage.com/about/dmca>

- **User Termination/No Ownership:** Entrant understands and agrees that he/she has no ownership rights in their account or other access to the Web Site or features therein. OurStage may cancel Entrant's account and delete all the Submission Materials and any other materials associated with their Account at any time, and without notice, if OurStage deems that Entrant has violated these Terms, the Submission Rules, the law, or for any other reason. OurStage assumes no liability for any information removed from our Web Site, and reserves the right to permanently restrict access to the Web Site or a user Account.
- **No Confidentiality:** The nature of this Web Site is interactive and public. By posting his/her Submission Materials, Entrant understands and acknowledges that any materials, ideas or other communications he/she transmits in any manner and for any reason are gratuitous and made without restriction and will not be treated as confidential or proprietary. Furthermore, Entrant acknowledges and agrees that any ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials Entrant transmits to Sponsors may be disclosed on a non-confidential basis to anyone or otherwise used by Sponsors anywhere, anytime, and for any reason whatsoever without any additional compensation to you, and Entrants are encouraged to review the terms of the Entry License described in Ownership of Posted Content and License thereto at <http://www.ourstage.com/about/terms> except as is otherwise set forth herein. You acknowledge that, by acceptance of your Entry, Sponsors do not waive any rights to use similar or related ideas previously known to Sponsors, or developed by their employees, or obtained from sources other than you.

Submission Materials that do not include all required information and adhere to the foregoing and following requirements will be considered void and will not be considered in this Competition, in Sponsors' sole discretion.

- 7. JUDGING:** Public online voting ("Judge" or "Judging") is available to anyone who has an account on OurStage ("OurStage Members" or "Members"). OurStage Members have the opportunity to Judge all Submission Materials relative to each other based on the criteria set forth below. Members are restricted to Judging as one person, from one email address. Automated methods of voting are strictly prohibited. Judging through multiple accounts is strictly prohibited.
- 8. SELECTION OF PRIZE WINNER:** Submission Materials received by valid Entrants during the Submission Period will be posted on www.ourstage.com in the "Score *Skins* Music Project" channel and will compete against each other for the Competition Grand Prize. These Submission Materials will be judged by OurStage Members based on the criteria set forth below. There are three (3) rounds of judging for the Competition. The outcome of the first two (2) rounds are based on judging by OurStage Members,

and may not result in the awarding of any prize. The outcome of the third (3rd) round is determined by a judging panel as set forth below and is the sole determinant of the Prize Winner (as defined herein).

Round 1 - Regular Judging: Round 1 of the Competition will begin on December 1, 2010 at 12:00 am ET and will end on December 25, 2010 at 11:59:59 pm ET ("Round 1 Judging"). Members of OurStage will have the opportunity to judge Entries compared to other Entries. Automated methods of voting are strictly prohibited. The top two hundred fifty (250) ranked Entries in the Competition will be determined based on Round 1 Judging using proprietary ranking algorithms. At the end of Round 1, the top two hundred fifty (250) ranked Entries will automatically be entered into "Round 2".

Round 2 – Regular Judging: Round 2 of the Competition will begin on December 26, 2010 at 12:00:01 am ET and will end on December 31, 2010 at 11:59:59 pm ET ("Round 2 Judging"). Members of OurStage will have the opportunity to judge Entries compared to other Entries. Automated methods of voting are strictly prohibited. The top one hundred (100) ranked Entries in the Competition will be determined based on Round 2 Judging using proprietary ranking algorithms. At the end of Round 2, the top one hundred (100) ranked Entries will automatically be entered into "Round 3 –Final Judging Panel".

For the avoidance of doubt, the Entrant that places first in the Competition at the conclusion of Round 2 is the NOT necessarily the Competition's Prize Winner. The Prize Winner will be selected by a Judging Panel as set forth below in "Round 3".

Round 3 - Final Judging Panel: The Judging Panel will judge the top one hundred (100) ranked Entries in the Competition. Entries will be judged by a panel of judges from MTVN's "MTV Creative Music Integration Department" and the producers of the *Skins* show ("Judging Panel"). The Judging Panel will judge the Entries based on the following five (5) criteria (20% each): (i) presentation; (ii) originality and creativity; (iii) melody, vocal ability and music; (iv) lyrics; and (v) how well the song best suits the *Skins* show ("Judging Criteria"). In the event of a tie, the Entrants may be re-judged based on: how well the song best suits the *Skins* show. The Entrant whose Entry receives the highest score among all Judging Criteria will be selected as the Prize Winner, subject to verification. **For the avoidance of doubt, the Judging Panel will decide the Prize Winner at their sole discretion, from among the Entries.** The decisions of the Judging Panels are final and binding on all matters relating to the Competition.

In the rare event that the Judging Panel, in their sole discretion, believes that they need to draw from a larger number of Entrants, the Judging Panel reserves the right to consider all submitted Entries. **Except as otherwise set forth in these Official Rules, only the Submission Materials of the top one hundred (100) Entrants are guaranteed to be judged by the Judging Panel.** The Prize Winner will be selected using the Judging Criteria set forth above.

On or about January 15, 2011, the Sponsors will determine the one (1) Prize Winner from all Entries in the Competition as described above. The Prize Winner selected shall be the Competition Prize Winner, subject to verification. The Judging Panel reserves the right to extend the Competition Period or not to declare a Prize Winner if they determine,

in their sole discretion, that the Submission Materials received did not meet the minimum qualification standards.

The potential Prize Winner will be notified by e-mail or phone and will be given instructions on how to claim the Grand Prize. The potential Prize Winner (including each band member who appears in or owns any rights in the Entry materials and recording) will be required to sign and return an affidavit of eligibility and liability release (and, where permitted, a publicity release) within two (2) days of notification of Grand Prize or Grand Prize will be forfeited and an alternate Prize Winner will be chosen. If a potential Prize Winner (or any band member) is found not to be eligible or not in compliance with these Official Rules, or if Grand Prize notification or any prize is returned as undeliverable, the potential Prize Winner will be disqualified. In the event that a potential Prize Winner is disqualified for any reason, Sponsors reserve the right to award the Grand Prize to an alternate Entrant, even if the disqualified Potential Prize Winner's name may have been publicly announced. Sponsors are not responsible for any change in Entrant's mailing address, email address and/or phone number.

Prize Winner will be required to execute (a) a licensing agreement with MTVN granting the option for a licensing deal on terms and conditions negotiated with MTVN ("Licensing Contract") which are consistent with MTVN's standard exclusive licensing agreement for artists. **The Licensing Contract involves long term exclusive rights to the Prize Winner's song, and accordingly, the Prize Winner is advised to have experienced independent legal counsel review, at their own expense, the Licensing Contract before executing the same.** MTVN agrees as it relates to the Licensing Contract to negotiate the terms and conditions in good faith within the usual and customary parameters of agreements of its kind; provided, if MTVN, and the Prize Winner fail to agree on the material terms of the Licensing Contract such that the Prize Winner fails to execute the Licensing Contract within two (2) weeks of receiving it, MTVN shall have the option to disqualify such Prize Winner.

If a potential Prize 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 Grand Prize will be forfeited and an alternate Prize Winner will be chosen.

Grand Prize is non-transferable, non-cash portions are not redeemable for cash, and there are no substitutions, except in Sponsor's sole discretion.

Entrants agree that the Sponsors have the sole right to decide all matters and disputes arising from this Competition and that all decisions of Sponsors are final and binding. Any attempt by Entrant and/or his/her family/friends to vote more than the number of times authorized using multiple names or email address and/or any other fraudulent mechanism, as determined by Sponsor in its sole discretion, shall give Sponsors the right to disqualify Entrant in its reasonable discretion.

The decision of the Judging Panel in their sole discretion, shall be final and binding in all regards. For purposes of these Rules, Competition winner shall be referred to as the "Prize Winner".

9. Prizing

- Top five-hundred (500) ranked artists will be automatically rolled-into the January 2011 MTV “Score *Skins* Music Project”.
- Top one-hundred (100) ranked artists will be guaranteed review by the Judging Panel for consideration of placement in the *Skins* show.
- Top twenty five (25) ranked artists will receive placement and promotion on the *Skins* website.

10. GRAND PRIZE:

One (1) Prize Winner will receive:

- The opportunity to enter into a licensing agreement with MTVN in order to have their song be used for placement in the *Skins* show (the “Song”) which shall potentially be broadcast on the MTVN platforms (“Grand Prize”).
- The total estimated retail value of the Grand Prize is commensurate with a license fee for the Song to be negotiated by MTVN and the Prize Winner. MTVN is under no obligation to use the Prize Winner’s Song.
- If for any reason the Grand Prize related show is delayed, cancelled or postponed, MTVN reserves the right, but are not obligated, to cancel or modify the Competition in its discretion and may award a substitute prize. Arrangements for fulfillment of the Grand Prize will be made by MTVN. The dates for fulfillment of the Grand Prize will be on or about January 15, 2011, subject to programming requirements and such dates are subject to change in MTVN’s sole discretion.

Sponsors reserve the right, at their sole discretion, to disqualify any individual who tampers with the Entry process, and to cancel, modify or terminate the Competition or any part of the Competition. If, for reasons beyond the control of Sponsors (including, but not limited to, tampering or computer virus infection), the Competition is not capable of running as originally planned, Sponsors, at their sole discretion, reserve the right to cancel or modify the Competition, without liability.

Prize Winner's Song must not contain profane, unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate images or language as determined by Sponsors and must otherwise strictly conform to the reasonable requirements set forth by Sponsors.

11. GENERAL CONDITIONS: Prize Winner is solely responsible to report and pay any applicable federal, state and local taxes on his/her Grand Prize. Upon entry into this Competition, Prize Winner (as well as all other Entrants) is required to comply with any and all applicable federal, state and local laws, rules and regulations. Any costs not specifically provided for in these Official Rules are solely the Prize Winner’s responsibility. Sponsors shall have no responsibility or obligation to the Prize Winner or potential Prize Winner who is unable or unavailable to accept or utilize the Grand Prize as described herein. 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. As a condition of entering, Entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing): (a) under no circumstances will Entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with this Competition, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. This Competition is governed by the laws of the Commonwealth of Massachusetts, with venue in Middlesex County, Massachusetts, and all claims must be resolved in the federal or state courts located in Middlesex County, Massachusetts.

12. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsors or Promotion Parties resulting from any user's participation in or attempt to participate in the Competition or ability or inability to upload or download any information in connection with participating in the Competition. No responsibility or liability is assumed by the Sponsors or Promotion Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Competition: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Competition, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Competition, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Competition. Sponsors and Promotion Parties are not responsible for any typographical errors in the announcement of Grand Prize or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk. Sponsors and Promotion Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Competition, use of the Web Site or the download of any information from the Web Site. By participating in the Competition, Entrants (or their parent/legal guardian if an eligible minor) agrees to release and hold Sponsors and Promotion Parties harmless from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Competition. By accepting the Grand Prize, Prize Winner (or their parent/legal guardian if an eligible minor) agree that the Sponsors and Promotion Parties have the right to use the Submission Materials, Entrant's or Prize Winner's name, any other materials comprising the Entry and biographical information for advertising/promotional purposes, except where prohibited by law, and that Sponsors and Promotion Parties shall not be liable for any loss or injury resulting from participation in the Competition, acceptance or use of any prize, including any travel related thereto, or any use of the Submission Materials Entry.

13. WINNER'S LIST/RULES REQUEST: For Prize Winner name or Official Rules, send your request with a self-addressed, stamped envelope postmarked specifying "Winner List" or "Rules Request" to: "Score *Skins* Music Project", P.O. Box 182, Chelmsford, MA 01824.

14. SPONSORS: OurStage, Inc., 321 Billerica Road, Chelmsford, MA, 01824 and MTV Networks, a division of Viacom International Inc., 1515 Broadway, New York, NY 10036.