

OurStage "Get Your Music Featured on VIBE.com" 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. VOID WHERE PROHIBITED BY LAW.

- 1. 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 Contest agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, "Contest 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).

- 2. CONTEST PERIOD:** Contest begins at 12:00:00 am Eastern Time ("ET") on July 1, 2010 and ends at 11:59:59 pm ET on July 30, 2010 ("Contest Period").
- 3. TO ENTER:** To enter a Contest, Entrant must first create a free account by logging on to www.ourstage.com/go/vibe ("Web Site"). Once Entrant is on the Home Page, he/she may click on the word "Upload" at the top of the page. This will bring Entrant to a page that will allow Entrant to upload a unique track or media file ("Entry"). Entrant may enter one (1) Entry within the "Get Your Music Featured on VIBE.com" Competition Channel.

SUBMISSION PERIOD: Entry must be uploaded between 12:00:01 am ET July 1, 2010 and 11:59:59 pm ET July 22, 2010 ("Submission Period").

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSORS' WEBSITE, AT SPONSORS' SOLE DISCRETION. Sponsors reserves 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. CONTEST TERMS OF SUBMISSION:** As conditions of Entry into a Contest, and by uploading an Entry, each Entrant warrants and represents that uploaded Entry (a) is Entrant's original work, (b) has not been previously published, (c) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (d) that Entrant has obtained permission from a person who's

name, likeness or voice is used in the Entry and (e) 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 Contest Parties described in these Official Rules, and can make written copies of such permissions available to the Contest 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 Contest Parties' use of those Materials. Entrant agrees to indemnify and hold the Contest Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Contest 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 Contest Indemnities due to or arising out of the Entrant's Entry Materials or Additional 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 Sponsor and the Contest 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 Contest 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

Any Entry entered in a Contest 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>

Genre Upload Requirements

In order to be eligible for the "Get Your Music Featured on VIBE.com" Channel, Entries must belong to one of the following Urban genre-based categories on OurStage: Rap, Hip-Hop or Alternative Hip-Hop.

Additional Requirements

- Entry must contain vocals and must be accompanied by musical instrumentation.
- No Entries will be returned. Contest 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 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 agent of the group to enter the Contest and must agree to these rules and accept the prize on behalf of the group. Neither Sponsor nor any of the Contest Parties are liable for any disputes between collaborators arising under or related to the Contest.
- No Illegal, Infringing or Abusive Message Content: Entrant understands and acknowledges that he/she is responsible for their Entry, 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 OurStage.
- 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 OurStage. 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 OurStage or as embedded in the Entry 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 their accounts and for the confidentiality of their password.
- Responsibility of Postings: Entrant understands and acknowledges that they are solely responsible for their Entry, and that OurStage is 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 OurStage, and OurStage does 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 Entrant believes that something on the Web Site violates these Terms, please email community@ourstage.com.
- **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 Entries 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 an Entry, Entrant understands and acknowledges that any materials, ideas or other communications he/she 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 OurStage 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 Contest.

- 7. SELECTION OF WINNERS:** There are four (4) rounds of voting to determine the winner for the "Get Your music Featured on VIBE.com" Channel Competition.

Regular Judging: All eligible Entries will be posted on the Web Site. There will be a public vote online ("Judging") to determine the top twenty (20) Entries from the "Get Your Music Featured on VIBE.com" Channel starting on July 1, 2010 at 12:00:01 am ET and ending July 22, 2010 at 11:59:59 pm ET. Members of www.OurStage.com will be permitted during this Judging process to rank an Entry compared to another Entry. Automated methods of voting are strictly prohibited. One account only per person/email address. Judging or entering through multiple accounts is strictly prohibited. The top twenty (20) Entries in the "Get Your Music Featured on VIBE.com" Channel will be determined based on this Judging using proprietary ranking algorithms.

Quarter Finals: Once the top twenty (20) Entries for the "Get Your Music Featured on VIBE.com" Channel have been selected, there will be a second Judging process within the top 20, starting on July 25, 2010 at 12:00:00 am ET and ending on July 28, 2010 at 11:59:59 pm ET (the "Quarter Finals Voting Period") to determine the top ten (10) for each channel.

Semi Finals: Once the top ten (10) Entries in the "Get Your Music Featured on VIBE.com" Channel have been selected, there will be a third Judging process within the top 10, starting on July 29, 2010 at 12:00:00 am ET and ending on July 30, 2010 11:59:59 pm ET (the "Semi Finals Voting Period") to determine the top one (1) in the "Get Your Music Featured on VIBE.com" Music Channel. **For the avoidance to doubt,**

the Entrant that places first in each channel is NOT the “Contest Grand Prize Winner”.

Judging Panel: The Top 20 finalists in the "Get Your Music Featured on VIBE.com" Channel will move on to the phase of the Contest, where the Entrants' submission entry, their OurStage profile and EPK will be reviewed by a panel of Sponsor appointed judges. In conducting an evaluation of top ranked Entrants the panel will take into consideration the following elements:

- i. Suitability as it relates to the opportunity and prizing
- ii. Musical talent
- iii. Vocal ability
- iv. Composition and arrangement
- v. Showmanship— as demonstrated through live performance videos (when available)
- vi. Image
- vii. Industry achievements

In the event of a tie, the Entrant with the higher ranking in the "Get Your Music Featured on VIBE.com" Music Channel— as determined by the www.OurStage.com member judging process— will be deemed the Grand Prize Winner.

On or about August 15, 2010 the Sponsors in conjunction with the judging panel will select one (1) winner from all Entries within the Top 20 in the "Get Your Music Featured on VIBE.com" Music Channel. The winner selected shall be the “Contest Grand Prize Winner”. **The decisions of the Sponsors and judging panel are final and binding on all matters relating to the Competition.**

The potential winner will be notified by e-mail or phone and will be given instructions on how to claim prize. The potential winner (including each band member who appears in the Entry materials and recording) will be required to sign and return an affidavit of eligibility and liability release (and, where permitted, a publicity release) within five days (5) days of notification of prize or prize will be forfeited and an alternate winner will be chosen.

All persons winning prizes valued at \$600 or greater will receive an IRS Form 1099-MISC for the ARV of their prize. 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 Contest 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 judges shall be final and binding in all regards. For purposes of these Rules, Contest Grand Prize winner shall be referred to as the “Prize Winner”.

8. PRIZES:

One (1) Grand Prize Winner will receive:

- An featured Interview on VIBE.com
- Their winning song featured on VIBE.com
- Their winning song featured in a “mash-up” with resident DJ’s at VIBE.com

9. GENERAL CONDITIONS: Prize Winner is 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 Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, 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 Contest or any part of the Contest. This Contest 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 or Contest 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 the Sponsors or Contest 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 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 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. Sponsor and Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk. Sponsors and the Contest 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 Web Site or the download of any information from the Web Site. By participating in the Contest, Entrant (or their parent/legal guardian if an eligible minor) agrees to release and hold Sponsors and Contest Parties harmless from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, Winner (or their parent/legal guardian if an

eligible minor) agree that the Sponsors and Contest 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 Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize, including any travel related thereto, or any use of Entry.

11. WINNER' LIST/RULES REQUEST: For Winner names or Official Rules, send a self-addressed, stamped envelope postmarked specifying "Winner List" or "Rules Request" to: "Get Your Music Featured on VIBE.com" Competition", P.O. Box 182, Chelmsford, MA 01824.

12. SPONSORS: OurStage, Inc., P.O. Box 182, Chelmsford, MA, 01824 and Vibe Lifestyle Network 215 Lexington Ave, New York 10016- 6023.

