

## **2014 OurStage CountryUP Competition Rules**

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

- 1. COUNTRYUP COMPETITION OVERVIEW:** The CountryUP Competition will begin on March 20, 2014 and end on May 30, 2014. The channel will be open for submissions starting March 18, 2014. This competition will see Rock, Pop, Country, and Urban genres entering their songs into the CountryUP channel on OurStage.com to be judged by the OurStage community of voters. After the online judging period has ended on May 30, a judging panel of industry experts will evaluate and select a Grand Prize winner from among the Top 40 ranked artists in the CountryUP channel.
- 2. ELIGIBILITY:** Open to OurStage account-holders who have Internet access, are residents of the 50 United States or the District of Columbia, and are eighteen (18) years of age or older at the time of entry. The following are not eligible: employees, contractors, directors and officers of Sponsor organizations, and each of their respective parent, subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, judging and Competition agencies involved in the administration, development, fulfillment and execution of this Competition (collectively, "Competition Parties"), and the immediate family members of each (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in their same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Competition).
- 3. COMPETITION PERIOD:** Competition begins at noon Eastern Time ("ET") on March 20, 2014 and ends at 11:59:59 am ET on May 30, 2014.
- 4. TO ENTER:** One Entry in the CountryUp channel per person/OurStage account. To enter Competition, Entrant must first create a free account by logging on to OurStage's Website, [www.ourstage.com](http://www.ourstage.com) ("Website"). Entrant must then upload an audio recording of Entrant or Entrant's band performing their own original musical composition ("Submission Materials" or "Entry") between noon ET on March 18, 2014 and 11:59:59 am ET on May 21, 2014 ("Submission Period"). In order to be considered a valid Entry, the Submission Materials must conform to the criteria listed in Section 7 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 2 above. For purposes of this Competition, the official Entrant shall be deemed such individual who has registered the OurStage account associated with a given entry.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSORS' WEBSITES, AT SPONSORS' DISCRETION. Sponsors reserve the right to, and may or may not, monitor/screen entries prior to posting them to the Website. By entering, you acknowledge that Sponsors have no obligation to use or post any Entry you submit. Submission of an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Entry

in any way, in any and all media, without limitation, and without consideration to the entrant. ENTRIES POSTED TO THE WEBSITE ARE NOT EDITED BY SPONSORS AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSORS IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants.

- 5. COMPETITION TERMS OF SUBMISSION:** As conditions of entry into a Competition, and by uploading an Entry, each Entrant warrants and represents that uploaded Entry (a) is your original work; (b) has not been previously published; (c) you are not under contract with a record company; (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that you have obtained permission from any person whose name, likeness, or voice is used in the Entry; and (f) that publication of the Entry via various media including Web posting, will not infringe on the rights of any third party rights. Any such Entrant will indemnify and hold harmless Sponsors from any claims to the contrary. Each Entrant further warrants and represents that the Entrant has obtained permission from each person who appears in the Entry to grant the rights to the Competition Parties described in these Official Rules, and can make written copies of such permissions available to the Competition Parties upon request. By submitting an Entry, Entrant agrees to the Terms and Conditions specified on the OurStage.com site and further agrees to never sue or assert any claim against the Competition Parties' use of those Entry materials. Entrant agrees to indemnify and hold harmless the Competition Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Competition Indemnities") from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Competition Indemnities due to or arising out of the Entrant's Entry materials or additional materials in the Competition, or the Entrant's conduct during and in connection with this Competition, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy, or defamation. Entrant agrees to release and indemnify and hold harmless Sponsors and the Competition Parties from any and all claims that any advertising, presentation, web content, or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsors or the Competition Parties infringes on the rights of Entrant's work as contained in any Entry.
- 6. 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>.
- 7. ENTRY FORMAT AND CONTENT REQUIREMENTS:**

**Technical Requirements**

The length of a music Entry must be greater than 30 seconds and no more than 15 minutes in length, and must be submitted in one of the formats allowed on the Upload/Compete page on the Website.

All Entrants and Entries must comply with the OurStage Terms and Conditions found at <http://www.ourstage.com/about/terms>

### **Additional Requirements**

- Entrants must be **legal residents** of the 50 United States or the District of Columbia
- The Entry must be acceptable for radio airplay with **clean lyrics** sung in English
- Accepted genres for the **CountryUP Competition**: Rock, Pop, Urban, and Country, with an ear for roots, americana, and country influences
- **To reference the above genre definitions, please visit <http://www.ourstage.com/about/faqs#faq1159a>**
- No Entries will be returned. Competition Parties may, in their sole discretion, remove, delete and/or disqualify Entries deemed to be inappropriate or otherwise non-compliant
- Entrants must completely fill out their free OurStage profile and free EPK
- If any group of individuals elects to collaborate on an Entry, they are required to designate one (1) person as the agent of the group to enter the Competition, agree to these rules, and accept the prize on behalf of the group. Neither Sponsor nor any of the Competition Parties are liable for any disputes between collaborators arising under or related to the Competition
- **No Illegal, Infringing, or Abusive Message Content**: You understand and acknowledge that you are responsible for your Entry, and agree not to post any content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by OurStage
- **No Violations of Third Party Rights**: You agree that you will not post any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential. You agree that you will not impersonate any person or organization, including without limitation, the personnel of Sponsors and Competition Parties. You further agree that you will not misrepresent an affiliation with another person or organization, nor will you post any content that contains slanderous or libelous comments about others, or that infringes any copyright, trademark, patent, trade secret, or other intellectual property right of a third party. Sponsors reserve the right to immediately remove any Entry material claimed to be infringing by a third party
- **No Commercial Use**: You agree that you will not post any content that contains business solicitation of any type, including advertising a product or service, offering a product or service for sale, or directing readers to a location for more information about a product or service
- **No Viruses, Corrupting Files or Interference**: You agree that you will not post any software, files or links to other sites, and that you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Website, or feature of the Website. You further agree that you will not

modify in any way any specifications, technology or application codes provided to you by OurStage or as embedded in the Entry unless expressly authorized in writing by OurStage

- **Use of Account Information:** You may not share or transfer password or other access information with any other party, temporarily or permanently. You shall bear sole responsibility for all use of your account and for the confidentiality of your password
  - **Responsibility of Postings:** You understand and acknowledge that Entry is solely your responsibility, and that Sponsors are not responsible for the information, data, text, or other materials that may appear in Entry. Opinions expressed in Entry do not necessarily reflect the opinions of Sponsors, and Sponsors do not endorse or have 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 Website. If you believe that something on the Website violates these Terms, please email [community@ourstage.com](mailto:community@ourstage.com)
  - **User Termination/No Ownership:** You understand and agree that you have no ownership rights to your account or other access to the Website or features therein. OurStage may cancel your Account and delete all media and materials associated with your Account at any time, and without notice, if OurStage deems that you have violated any Terms, the Submission Rules, the law, or for any other reason. Sponsors assume no liability for any information removed from the OurStage Website, and reserve 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 Entry, you understand and acknowledge that any Entry materials, ideas, or other communications you transmit in any manner and for any reason will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials you transmit to OurStage may be used by Sponsors anywhere, anytime, and for any reason whatsoever subject to the terms of the Entry License described in Ownership of Posted Content and License thereto at <http://www.ourstage.com/about/terms>
  - Entries that do not include all required information and adhere to the foregoing and following requirements will be considered void and will not be considered in this Competition
- 8. SELECTION OF WINNERS:** Submission Materials received from valid Entrants during the Submission Period will be posted on [www.ourstage.com](http://www.ourstage.com) in the CountryUP channels and will compete against each other for the Competition Grand Prize (as defined below). These Submission Materials will be judged by OurStage members. There are two (2) rounds of judging for the CountryUP

Competition. The outcome of the each round is based on judging by OurStage members, and may not result in the awarding of any prize.

Round 1 – Regular Judging: Round 1 of the CountryUP Competition will begin at noon ET on March 20, 2014 and end at 11:59:59 am ET on May 30, 2014. Members of OurStage will have the opportunity to judge Entries compared to other Entries. Automated methods of voting are strictly prohibited. The Top Forty (40) ranked Entries in the CountryUP Competition will be determined based on Round 1 judging, using proprietary ranking algorithms. ***For the avoidance of doubt, the Entrant that places first in the CountryUP Competition channel at the conclusion of Round 1 is NOT necessarily the Competition's Grand Prize Winner.***

Round 2 - Final Judging Panel: Round 2 of the CountryUP Competition begins when Round 1 regular online judging ends on May 30, 2014. The Judging Panel will judge the Top Forty (40) ranked Entries from Round 1. Entries will be evaluated by a panel of judges. The judges will evaluate the Entries based on the following five (5) criteria: (i) presentation; (ii) originality and creativity; (iii) melody, vocal ability and music; (iv) lyrics; and (v) entertainment value. In the event of a tie, the Entrants may be re-judged based on any of the above criteria. The Entrant whose Entry receives the highest score among all judging criteria will be selected as the Grand Prize Winner, at the sole discretion of the judging panel, subject to verification. The decisions of the judging panels are final and binding on all matters relating to the Competition.

**The Winners will be announced on or about June 16, 2014.**

The Sponsors reserves the right to select a winner outside of the Top 40 ranked Entries in the event that any of said Entries are found to not be in compliance with any of the terms of these Official Rules, including the requirement that the Entry contain specific compositional elements, as outlined in section 7, above. In the event that a winner cannot be selected from the Top 40, the judging panel will review and consider all entries from within the Top 100.

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.

Potential Grand Prize Winners will be notified by e-mail or phone and will be given instructions on how to claim prize. The potential winners will be required to sign and return an affidavit of eligibility and liability release (and, where permitted, a publicity release) within five (5) days of notification of prize or prize will be forfeit. If a potential winner is found to be ineligible or not in compliance with these Official Rules, or if prize notification or any prize is returned as undeliverable, the potential winner will be disqualified. In the event that a potential winner is disqualified for any reason, Sponsors reserve the right to

award the prize to an alternate Entrant, if time permits even if the disqualified Potential Winner's name may have been publicly announced. Sponsors and the Administrator are not responsible for any change in Entrant's mailing address, email address and/or phone number. Potential Prize winners may be subject to a background check before the prize will be awarded; if a potential winner has been convicted of a felony or any other crime that would reflect negatively on the Sponsor or Administrator, the potential winner may be disqualified and the prize may be awarded to an alternate winner. Limit one prize per person/household. Prizes are 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 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 panel of judges in their sole discretion shall be final and binding in all regards.

- 9. PRIZES:** For purposes of these Rules, Competition Prize Winners shall be referred to as the "Prize Winners" or "Grand Prize Winner."

**Three (3) Grand Prize Winners will receive:**

- **A guest appearance on AXS-TV's country music show, to be interviewed and to co-host the program**
- **Opportunity to move on to additional rounds of competition, where they can ultimately win production of a single and video, which will be aired on AXS-TV, and will be released to radio.**
- **Editorial coverage on OurStage.com and CountryUP.com.**

#### **Prize Distribution**

Prizes for the CountryUP Competition will be awarded no later than **December 31, 2014.**

- 10. GENERAL CONDITIONS:** Prize Winner and/or Winners are solely responsible to report and pay any applicable taxes on their prize. By participating, Entrants agree to these Official Rules and Sponsors Privacy Policy (available at [www.OurStage.com](http://www.OurStage.com)) which are final and binding in all respects. Unclaimed prizes will not be awarded. If prize notification or any prize is returned as undeliverable, prize will be forfeited. If for any reason the Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, Sponsors reserve the right, at their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, modify or terminate the Competition or any part of the Competition. This Competition is governed by the laws of the Commonwealth of Massachusetts, with venue in Middlesex

County, Massachusetts, and all claims must be resolved in the federal or state courts located in Middlesex County, Massachusetts.

- 11. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsors or Competition Parties resulting from any user's participation in or attempt to participate in the Competition or ability or inability to upload or download any information in connection with participating in the Competition. No responsibility or liability is assumed by the Sponsors or Competition Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Competition: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the 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 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 Competition Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website. Use of Website is at user's own risk. Sponsors and the Competition Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Competition, use of the Website or the download of any information from the Website. By participating in the Competition, Entrant (or their parent/legal guardian if an eligible minor) agrees to release and hold Sponsors and Competition Parties harmless from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Competition. By accepting a prize in the Competition, winner and/or winners (or their parent/legal guardian if an eligible minor) agree that the Sponsors and Competition Parties have the right to use winner's name, Entry, and biographical information for advertising/promotional purposes, except where prohibited by law, and that Sponsors and Competition Parties shall not be liable for any loss or injury resulting from participation in the Competition, acceptance or use of any prize, including any travel related thereto, or any use of Entry.
- 12. WINNERS LIST/RULES REQUEST:** For Winners list or Official Rules, send your request with a self-addressed, stamped envelope postmarked specifying "Winners List" or "Rules Request" to: CountryUP Competition" Competition', P.O. Box 182, Chelmsford, MA 01824.
- 13. SPONSORS:** Amazing Holdings, dba OurStage, Inc., P.O. Box 182, Chelmsford, MA, 01824, and CountryUP, 13506 Summerport Village Parkway, #212, Windermere FL, 34786.