

## Official *The OurStage Panel* Competition 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.** ENTRANTS MUST BE LEGAL RESIDENTS OF THE FORTY-EIGHT (48) CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA. 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.** THESE OFFICIAL RULES APPLY TO *THE OURSTAGE PANEL* COMPETITION ("COMPETITION").

**1. ELIGIBILITY:** This Competition is open to OurStage account-holders who are legal residents of the forty-eight (48) contiguous United States or the District of Columbia, 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" or the "Sponsor"), *Jimmy Kimmel Live!*, 12:05 AM Productions, LLC, and American Broadcast Companies, Inc. ("ABC") (collectively the "Promotion Parties") and each of their respective parent, subsidiary and affiliated companies, distributors, advertisers, web design, advertising, fulfillment, judging and competition agencies involved in the administration, development, fulfillment and execution of this competition, 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 (e.g. - those persons whether related or not who live in the same residence for at least three (3) months during the twelve (12) month period preceding the start date of the Competition).

**2. COMPETITION PERIOD:** Competition begins at 12:00:00 pm Eastern Time ("ET") on October 23, 2012 and ends at 11:59:59 am ET on November 15, 2012 ("Competition Period").

**3. TO ENTER:** One (1) entry per person/OurStage account. To enter the Competition, each entrant (the "Entrant") must first create a free account by logging on to OurStage's website located at the following URL: [www.ourstage.com](http://www.ourstage.com) (the "Website"). Entrants must then upload an audio recording of Entrant or Entrant's band performing their own original musical composition (the "Submission Materials" or "Entry"), between 12:00:00 pm ET October 23, 2012 and 11:59:59 am ET November 9, 2012 (the "Submission Period"). In order to be considered a valid Entry, the Submission Materials must conform to the criteria listed in Section 6 below. Entrant, additional band members and any individuals appearing in the Submission Materials must meet the eligibility requirements listed in Section 1 above. By submitting an Entry, Entrant acknowledges that his or her entry may be posted on Sponsor's website at Sponsor's sole discretion. Sponsor reserves the right to monitor or screen Entries prior to posting them to the website (<http://www.ourstage.com/>). By entering the Competition and submitting an Entry, Entrant acknowledges that the Sponsor has no obligation to use or post the submitted Entry. Notwithstanding the foregoing, the submission of an Entry grants the Sponsor, including Sponsor's respective agents, an unlimited, worldwide, irrevocable, gratis, perpetual license and right to publish, use, exploit, edit, broadcast and publicly perform the Entry in any way, in any and all media (whether now known or hereafter devised), without limitation and without payment of any consideration to the Entrant.

**4. COMPETITION TERMS OF SUBMISSION:** As conditions of Entry into the Competition, and by uploading Submission Materials, each Entrant warrants and represents to the Sponsor and the Promotion Parties on behalf of Entrant and each member of Entrant's band (including any other individual(s) that appears in the Entry), that Submission Materials are original with you (and not based on or derived from any other materials) and that you are not subject to any

music publishing agreement, recording agreement, production agreement, union or guild agreement, or any similar agreement which would interfere with your ability to enter into this Competition or grant all of the rights to be granted hereunder. Accordingly, you further warrant and represent that you have the right to enter into this agreement and grant the rights hereunder without the need for permission from or payment to any other party and the exercise of the rights set forth herein will not violate any third party rights and will not violate any contractual obligations or confidential relationships which you may have to or with any third party. Any such Entrant shall indemnify and hold harmless the Sponsors and Promotion Parties from any and all 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 Sponsor and Promotion Parties described in these Official Rules, and can make written copies of such permissions available to the Sponsors immediately upon request. By submitting an Entry, Entrant agrees to the Terms and Conditions specified on this Website (<http://www.ourstage.com/about/terms>) and further agrees to never sue or assert any claim against the Sponsor and Promotion Parties' for their use of the Submission Materials. Entrant agrees to indemnify and hold harmless the Sponsor and Promotion Parties and their respective parent, subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Competition Indemnitees") 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, and claims related to the fulfillment of prizes awarded as part of the Competition. Entrant agrees to release and indemnify and hold harmless the Sponsor 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:** Please read the OurStage Privacy Policy for more information about our information collection and use practices found at <http://www.ourstage.com/about/privacy>.

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

**Technical Requirements:** The Submission Materials must be greater than thirty (30) seconds and no more than fifteen (15) minutes in length, and must 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>. Competition Entries will be pre-moderated. The Entry is not considered a submission to the Competition until it has been reviewed and deemed acceptable by OurStage moderators. This process involves all Entries being automatically loaded to a non-public "staging area" where only OurStage moderators will have access to them. Once OurStage moderators have reviewed each Entry and deemed it acceptable, the Entry is then loaded to the judging engine for viewing and judging by the OurStage Members and only then is that submission considered an Entry in the Competition.

### **Additional Requirements:**

- **Musical Genres:** Regarding acceptable genres of music, only Submission Materials that are determined, in the sole discretion of the Sponsor, to be classified as Country, Latin,

Pop, Rock or Urban, as defined in the OurStage FAQs (<http://www.ourstage.com/about/faqs>), will be deemed valid entries.

- **Return of Entries:** Sponsor may, in its sole discretion, remove, delete and/or disqualify Entries deemed to be inappropriate or otherwise noncompliant. Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Submission Period, to request that any entrant resubmit his or her Entry that fails to comply with the Submission Requirements prior to any judging or voting period. No entries will be returned once submitted.
- **Artist Profiles:** Entrants must completely fill out an OurStage artist profile and electronic press kit (“EPK”).
- **Group Entries:** 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 and to agree to these rules and accept the prize on behalf of the group. Neither Sponsor nor any of the Promotion Parties are liable for any disputes between or among collaborators arising under or related to the Competition. Entrant will be required to secure permission from all collaborators and supply written 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 or entity, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent, derogatory of any ethnic, racial, gender, religious, professional or age group or otherwise objectionable, inappropriate, disparaging of the Sponsor or Promotion Parties, or in violation of any law, as determined by the 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 the Sponsor or Promotion Parties. 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 Website, or features of the Website. Entrant further agrees that he/she will not modify in any way any specifications, technology or application codes provided to Entrant by the Sponsor or as embedded in the Submission Materials unless expressly authorized in writing by the Sponsor.
- **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 the Sponsor is 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 the Sponsor, and the Sponsor does not endorse the content of the Submission Materials. [NOTE: Why is the prior sentence in the Rules?] The Sponsor makes no warranties, express or implied, as to the Submission Materials or to the accuracy and reliability of the Submission Materials.

- **Violation Notices:** If Entrant believes that something on the Website violates these terms, please email [community@ourstage.com](mailto:community@ourstage.com). If you think that any Entry infringes your intellectual property rights, click [here](http://www.ourstage.com/about/dmca) if you wish to report it: [www.ourstage.com/about/dmca](http://www.ourstage.com/about/dmca).
- **No Confidentiality:** The nature of the Website 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 the Sponsor may be disclosed on a non-confidential basis to anyone or otherwise used by the Sponsor anywhere, anytime, and for any reason whatsoever without any additional consideration to Entrant, 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. Entrant acknowledges that, by acceptance of the Entry, Sponsor does not waive any rights to use similar or related ideas previously known to the Sponsor, or developed by their employees, or obtained from sources other than the Submission Materials. 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, in Sponsors' sole discretion.
- **Original Music Only:** Entrants are prohibited from using any music, songs, melodies, recordings or lyrics in their Entry unless all such musical content is exclusively created, owned, and controlled by the Entrant and provided that the Entrant agrees to these terms. Any variation from or violation of this requirement will result in disqualification of the Entry.

**7. SELECTION OF FINALISTS AND GRAND PRIZE WINNERS:** Submission Materials received from eligible Entrants during the Submission Period may be posted on [www.ourstage.com](http://www.ourstage.com) in *The OurStage Panel* Competition and will compete against each other in two rounds of judging to become one of four finalists (each a "Finalist" and together the "Finalists") for that month's Grand Prize (as defined below). The outcome of the first round is determined by OurStage Members (as defined below). The outcome of the second round is determined by a judging panel as set forth below and is the sole determinant of the Grand Prize winner.

**Round One - Regular Judging:** Round One of *The OurStage Panel* Competition will begin on October 26, 2012 at 12:00:00 pm ET and will end on November 15, 2012 at 11:59:59 am ET. OurStage members will select the Top 100 ranked entries throughout the Competition. Online voting is available to each account holder on OurStage ("OurStage Members" or "Members"). Members have the opportunity to judge all Submission Materials relative to each other based on their unique personal preferences. OurStage 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. The Top 100 ranked Entries in *The OurStage Panel* Competition will be determined based on Round One judging using OurStage Members' votes and OurStage's proprietary ranking algorithms. At the end of Round One, the Top 100 ranked Entries will automatically be entered into Round Two – Finalist Judging Panel.

**Round Two - Finalist Judging Panel:** *The OurStage Panel* will review the top 100 ranked Entries in *The OurStage Panel* Competition. Additionally, members of *The OurStage Panel* will review each Entrant's OurStage.com artist profile and EPK, and may research the Entrant's tour history, if any, and ability to perform live. *The OurStage Panel* will evaluate Entrants and their Entries and select Round Two Finalists and the Grand Prize Winner based on the following six criteria: (i) professional presentation; (ii) originality and creativity; (iii) melody, vocal ability, and music; (iv) lyrics; (v) live performance proficiency and showmanship; and (vi) entertainment value. The Sponsor additionally reserves the right to audition any finalists in order to determine their proficiency of performing both vocals and instrumentation live. The Sponsor and Promotion Parties are not responsible for any costs, including any travel related thereto, related to a requested audition.

Each Finalist will be notified by e-mail or phone. The Finalist whose is judged overall by *The OurStage Panel* to be the best will be selected as the Grand Prize Winner, subject to the Entrant's satisfactory completion of an affidavit of eligibility. For the avoidance of doubt, the OurStage Panel will decide winner at their sole discretion, from among the four Finalists selected from the top one-hundred (100) ranked Entries. The decision of *The OurStage Panel* and the Sponsor are final and binding on all matters relating to the Competition. The Grand Prize Winner will be announcement is subject to the production schedule of *The OurStage Panel*.

The Sponsor reserves the right to select a winner outside of the Top 100 ranked entries. In the event that a winner cannot be selected from the Top 100, the Sponsors will review and consider all ranked entries in the competition channel.

The Grand Prize Winner will be notified by e-mail or phone and will be given instructions on how to claim prize. The Grand 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 five (5) days of notification of the Prize or the Prize will be forfeited and an alternate winner will be chosen. If a Grand Prize Winner (or any band member) is found not to be eligible or not in compliance with these Official Rules, or if prize notification is returned as undeliverable, the Grand Prize Winner will be disqualified. In the event that a Grand Prize Winner is disqualified for any reason, the Sponsor reserves the right to award the Prize to an alternate Finalist, even if the disqualified Grand Prize Winner's name may have been publicly announced. The Sponsor is not responsible for any change in Entrant's mailing address, email address and/or phone number.

**8. FINALIST PRIZES:** Four Finalists selected by *The OurStage Panel* from the Top 100 OurStage Member ranked Entries will receive an evaluation of each finalist's then-current music catalog, professional image, marketing materials and any additional materials that serves to represent the Finalist's professional artistic entity. A panel of highly respected music industry professionals, including Bruce Tyler (Executive Producer of *The OurStage Panel* and entertainment consultant) and professionals of equal stature, will perform this evaluation for each Finalist.

**9. GRAND PRIZE:** One Finalist will be judged by *The OurStage Panel* to be the Grand Prize Winner and will receive:

- An opportunity for one (1) live musical performance as the featured musical guest during one (1) episode of “*Jimmy Kimmel Live!*”. Fulfillment is dependent upon the Winner’s completion of an affidavit of eligibility, name and likeness releases and written compliance to additional terms and conditions related to the network performance and appearance; and
- Two-thousand-dollars (\$2,000) USD.

The estimated fair market value of the Grand Prize is two-thousand-dollars (\$2,000) USD plus necessary payments, if any, made to the Grand Prize Winner as compensation for their appearance and performance on *Jimmy Kimmel Live!*. Arrangements for accommodations, air, and ground transportation to and from the scheduled appearance on *Jimmy Kimmel Live!*, taped in Hollywood, California or on location, are the sole responsibility of the Grand Prize Winner.

**10. GENERAL CONDITIONS:** Limit one (1) 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 Sponsor has the sole right to decide all matters and disputes arising from this Competition and that all decisions of Sponsor 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 the Sponsor in its sole discretion, shall give the Sponsor the right to disqualify Entrant in its sole and unfettered discretion. The decision of the Sponsor, shall be final and binding in all regards.

Winners are solely responsible to report and pay any applicable taxes on the estimated fair market value of the Prize. OurStage will provide each winner with an IRS Form 1099 reflecting payment to the winner(s) of the actual value of the Grand Prize. By participating, Entrants agree to these Official Rules and the Sponsor’s and OurStage’s 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. By entering, Entrants agree that (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.

**11. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by the Sponsor 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 liability or responsibility is assumed by The Sponsor or Promotion Parties resulting from any Finalist’s participation in or attempt to participate in the fulfillment of the Grand Prize. No responsibility or liability is assumed by the Sponsor 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 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. The Sponsor and 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. The Sponsor 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 Website or the download of any information from the Website. By participating in the Competition and the Grand Prize opportunity, Entrants, Finalists and Winners agrees to release and hold the Sponsor 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 a prize, Winner agrees that the Sponsor and Promotion Parties have the right to use the Submission Materials, Entrant's or Winner's name, any other materials comprising the Entry and biographical information for advertising/promotional purposes, except where prohibited by law, and that the Sponsor 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.

Entrant acknowledges that, in the event of a breach of this agreement by the Sponsor or any third party, the damage, if any, caused Entrant thereby will not be irreparable or otherwise sufficient to entitle Entrant to seek or obtain injunctive or other equitable relief. Entrant acknowledges that Entrant's rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and Entrant will have neither the right to rescind or terminate this agreement or any of Sponsor's rights hereunder, nor the right to enjoin the production, exhibition, or other exploitation of any television program, motion picture or otherwise, or any subsidiary or allied rights with respect thereto, nor will Entrant have the right to terminate Entrant's grant of rights or obligations hereunder by such breach.

**12. PERFORMANCE RIGHTS:** By accepting the Grand Prize, Winner agrees that the Promotion Parties shall be the exclusive owner of all copyright and other rights in and to the Winner's performance on *Jimmy Kimmel Live!*, including the master recording of the performance (but specifically excluding any embodied musical composition contained therein).

**13. GRANT OF RIGHTS WITH RESPECT TO YOUR ENTRY TO THE SPONSOR AND PROMOTION PARTIES:** By submitting your Entry hereunder, you hereby grant to the Sponsor and the Promotion Parties and their parents, subsidiaries and affiliated companies, and each of their respective officers, directors, agents, servants, representatives, shareholders and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Licensed Parties"), all necessary rights to use and distribute the musical compositions ("Compositions") and corresponding master recordings ("Sound Recordings"), if any, included in your Entry, (the Compositions and Sound Recordings are sometimes hereinafter collectively, the "Songs") including without limitation, reproduction rights, public performance rights, distribution rights, synchronization rights and all master recording rights as well as your likeness, picture, voice, name and biographical material (all such materials,

including the Songs are sometimes collectively referred to as the “Materials”) in all manner, methods, formats and media now known or hereafter created, including without limitation all forms of television, radio, internet, cable, satellite, wireless applications, home video products and devices, etc., in connection with the Competition and/or the Production branded programming and advertising and promotion, throughout the universe, in perpetuity.

You agree to defend, indemnify and hold harmless, the Licensed Parties from and against any and all claims, lawsuits, complaints, actions, causes of action, damages, liabilities, fees, royalties, costs and expenses (including reasonable attorney's fees), by whomever or wherever asserted, in connection with the Licensed Parties' exercise of the rights granted herein. You understand that the Production is not obligated to use any of the Materials, but may do so and may edit the Materials (including, without limitation, the Songs), in its sole discretion, without any further obligation or compensation to anyone. You hereby grant the Licensed Parties a direct performance license to publicly perform the Songs and the Material and you shall not be entitled to any royalties or other monies in connection with the performance or other use of the Songs by the Sponsor and the Promotion Parties or their affiliates, agents, or licensees, nor shall any such party be required to include the Songs on any cue sheets.

**14. WINNERS' LIST/RULES REQUEST:** For the winners names or Official Rules, send your request with a self-addressed, stamped envelope postmarked specifying "Winner List" or "Rules Request" to: *The OurStage Panel* Competition, P.O. Box 182, Chelmsford, MA 01824.

**15. SPONSOR:** OurStage, Inc., 321 Billerica Road, Chelmsford, MA, 01824.