

TuneCore Lay It Down And Mix It Up in the UK Contest

Official Rules

NO PURCHASE NECESSARY. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

- 1. ELIGIBILITY:** The TuneCore Lay It Down And Mix It Up in the UK Contest ("Contest") is open only to individual, legal residents of the 50 United States and the District of Columbia 18 years of age or older who possess a valid passport (permitting the legal international travel necessary to take the Trip). The following individuals are not eligible: employees of YourTunes, Inc. and Solid State Logic ("Sponsors"), Eventful, Inc. and each of their respective parent, subsidiary and affiliated companies, distributors, web design, advertising, fulfillment, judging and agencies involved in the administration, development, fulfillment and execution of this Contest collectively, ("Contest Parties"), and the immediate family members (spouse, parent, child, sibling and spouse or "step" of each) and those living in the same households of each. Eligible individuals may either entire as a solo performer or enter on behalf of their band, provided all members of the band meet the above eligibility requirements. Solo performers and bands that have a signed contractual agreement with a record label are not eligible if said contract is valid during the Contest period or was valid at any date up to six (6) months prior to the Contest period.
- 2. HOW TO ENTER:** Go online to www.eventful.com ("Web Site") between 09:00:01 am ET on September 06, 2007 and 11:59:59 am ET on October 31, 2007 and follow the instructions to opt-in for the Contest. If you have not already registered your band with Eventful.com, you will first need to complete the Eventful performer registration process. By opting in for this Contest, entrant agrees to these official rules.
- 3. CONDITIONS OF ENTRY:** By opting in, entrant irrevocably grants Sponsors and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to use entrant's name and likeness, entrant's band's name and/or statements regarding entrant's participation in the Contest (with or without using the Entrant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Entrant or any other party.

Entrant agrees to indemnify and hold Sponsors, Eventful, Inc. and their respective parent companies, subsidiaries, affiliates and agencies, and any of their employees, officers, and directors (collectively, the "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 Indemnitees due to or arising out of the Entrant's entry into the Contest, including but not limited to claims for: trademark infringement, copyright infringement; violation of an individuals right of publicity or right of privacy; or defamation.

4. **SELECTION OF WINNERS:** Opted-in bands will be posted on the Contest landing page where registered Eventful.com users can browse the list of bands and demand their favorite bands. The voting period will begin September 6, 2007 at 12:00:01 am ET and end on October 31, 2007 at 11:59:59 pm ET ("Voting Period"). Limit one (1) vote per registered user per location. Automated methods of voting are prohibited. At the close of the Voting Period, the band that receives the most votes will be declared the Grand Prize Winner, subject to verification. The bands with next two highest vote totals will be declared the Runner-Up Winners. In the unlikely event that public voting results in a tie, the winner will be determined in a tiebreaker to be determined by Sponsors. All Grand Prize and Runner-Up Winners are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion of all required documents (described below). Entrants agree that the Sponsors has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsors are final and binding.

5. **PRIZES:**

ONE (1) GRAND PRIZE: A trip for winner and up to four band members/friends to England for a 5 day recording session at the residential recording studio, Real World Studios, in Box Wiltshire, UK ("Trip"). Trip includes round-trip coach airfare for winner and up to four band members/friends to London, England, 6 nights accommodations (double occupancy), and local transportation to and from the studio. Approximate Retail Value: \$25,000. The actual value may vary based on the point of departure and airfare fluctuations. Any difference between the estimated value and actual value will not be awarded.

An engineer and assistant will be provided. Winner is responsible for providing instruments and recording media. Winner and guests are responsible for securing all necessary documents for travel to England, including passports, in time for the scheduled departure date. It is strongly recommend that any potential guests of entrants who do not have a valid passport file for a passport on an expedited basis so that they will be able to accompany entrants on the Trip if that entrant is the Winner. Trip must be taken on dates set by Sponsors (currently scheduled for 12/16/087 – 12/22/07, but subject to change at Sponsors' sole discretion, based on availability of Real World Studios), or prize will be forfeited to the runner-up.

Grand Prize Winner and all band members/guests must travel together on the same itinerary.

TWO (2) RUNNER-UP PRIZES: a Solid State Logic Duende DSP processing engine. Approximate Retail Value ("ARV"): \$1495.00 each.
Top 3 prizes provided by Solid State Logic.

TEN (10) ADDITIONAL PRIZES:

In addition, the top ten (10) vote getters will each receive a the right to post one album, with an unlimited number of songs (not to exceed seventy-four minutes), for placement into all stores via (and available to) TuneCore (storage fee for one year included). ARV: \$49.95 each.
Prizes provided by TuneCore.

6. **GENERAL CONDITIONS:** Grand Prize Winner (and each band member and/or guest who will be accompanying Grand Prize Winner on the Grand Prize trip) will be required to complete, sign and return an Affidavit of Eligibility and a Liability/Publicity Release within 10 days of date winner notification is sent or Winner will be disqualified and prize will be awarded to the next runner-up. Sponsors will attempt to award the prize to up to 2 runner-up Winners, after which the prize may not be awarded, in Sponsor's sole discretion. Winners are solely responsible for any taxes on their respective prizes. No substitution or cash redemption of prize is offered, except at the sole discretion of the Sponsors. Prizes are non-transferable. If for any reason the Contest is not capable of running as planned, including without limitation, 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 reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Sponsors reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Contest or violating the Official Rules or Eventful.com Terms of Service. As a condition of awarding the Grand Prize, Sponsors reserves the right to require Grand Prize Winner (and all members of the winning band) to submit to a confidential background check to help ensure that the band members will not bring Sponsors into public disrepute, contempt, scandal or ridicule, as determined by Sponsors in its sole discretion.

7. **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. 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. Sponsors 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, the Entrant releases Sponsors and Contest Parties 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, winners agree that the 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, or any travel in connection therewith. Sponsors and Contest Parties are not liable in the event that any portion of the Contest is cancelled for any reason beyond their control.

8. **Winners List:** For a list of the Grand Prize and Runner-Up Winners, visit www.eventful.com or send a self addressed, stamped, #10 envelope to: TuneCore Lay It Down And Mix It Up in the UK Contest, 20 Jay St., Suite 7A2, Brooklyn, NY 11201. Requests must be received by 11/30/07.

9. **Sponsors:** YourTunes, Inc. (TuneCore), 20 Jay St., Suite 7A2, Brooklyn, NY 11201. Solid State Logic, 320 W 46th St., New York, NY 10036