

101 Distribution Presents: Best of the Best Bands Contest OFFICIAL RULES

THE FOLLOWING CONTEST IS VALID ONLY IN THE 50 UNITED STATES AND D.C. AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. YOU MAY NOT ENTER IF YOU ARE NOT 18 YEARS OF AGE OR OLDER (19 OR OLDER IF A RESIDENT OF AL OR NE), A LEGAL RESIDENT OF THE 50 UNITED STATES OR D.C., IN A ROCK, PUNK OR METAL BAND (AS DEFINED HEREIN) AT TIME OF ENTRY, AND IF YOU DO NOT HAVE AN ACTIVE EMAIL ADDRESS AS OF 7/21/2009.

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

101 Distribution LLC ("Sponsor") is offering this Contest ("Contest").

1. This Contest is open to legal U.S. residents of the 50 United States and the District of Columbia, who are in a Rock, Punk or Metal band and are 18 years of age or older at time of entry (19 or older if a resident of AL or NE) with an active e-mail address as of 7/21/2009. The term "band" as used herein shall refer to a music group that performs Rock or Metal music with a minimum of three (3) performers. Void outside the 50 United States and D.C. and where prohibited. Employees of Sponsor and its affiliates, subsidiaries, agents, Contest and advertising agencies, and members of their immediate families (defined for these purposes as parents, spouse, children, siblings, grandparents, and each of their respective spouses) or households (whether related or not) of any of the above are NOT eligible to participate. Proof of eligibility will be required
2. Contest begins at 12:01:01 am ET on 7/21/2009 and ends at 11:59:59 pm ET on 12/01/2009 (the "Contest Period"). **Limit one entry per band for the entire Contest period.** Only one member of a band may submit an entry on behalf of his/her band, but the names of all members of each band must be listed on the submitted entry form. Each entry submitted will be deemed submitted on behalf of all of the Band Members identified on the official entry form and by submitting an entry, the band member doing so represents and warrants that s/he has received permission to enter the Contest from each band member, and to submit the names of the band members listed on the official entry form and their performances incorporated in the entry. The terms "contestant" or "entrant" as used herein shall refer to each band in its entirety and not to the person who actually submitted the entry on his/her band's behalf.
3. To enter the Contest, follow the instructions at www.101d.com/register to submit your completed entry form, upload between five (5) and ten (10) of your band's MP3 (256kbs) music files, album cover artwork, tracklist and your agreement to a 12 month non-exclusive contract to enable consumers to download your songs. A sample version of the agreement can be reviewed and downloaded at http://assets.101distribution.com/site/en_101/pdf/sell/references_docs/101_Non_Exclusive_Agreement.pdf Judging will be done by a panel of music experts based on the following criteria to determine the winner: 25% originality, 25% of the band's professionalism of recording, 25% composition of the band's lyrical content and 25% of the band's overall marketability. Your submitted entry form and all songs you submit shall collectively constitute your "entry" as that term is used herein. Your song(s) must be all original content with all lyrics and production owned by your band, may not have won previous awards, must not infringe on any third party rights (including, without limitation, any rights of copyright, trademark, patent, moral rights, unfair competition, defamation or privacy), and must not be obscene or indecent or unsuitable for publication/broadcast/distribution in connection with this Contest in the sole opinion of the Sponsor. Cover songs or samples are not permitted. **Please note: Entries containing covers of copyrighted songs or songs containing samples will be disqualified and the corresponding band and each of its members shall be ineligible for participation in this Contest.** Though not owned by Sponsor, Sponsor's right to use the entry must not be restricted in any way. Modifying, enhancing or altering a third party's preexisting work does not qualify as entrant's original creation and will subject the entrant to disqualification. Submission of an entry grants Sponsor and its agents the right to publish, use, adapt, edit and/or modify such entry in any way, in commerce and in any and all media worldwide, without time or other limitations, without compensation to the entrant, and without further notice to or approval of the entrant. If your entry does not conform to Contest requirements in whole or in part, the entry will be disqualified. All eligible Contest entries will be reviewed by Sponsors' judges who will choose one Grand Prize winner on the basis of the criteria stated herein. Judging will take place on or about 12/15/09. All decisions of the judges are final. In case of a tie, potential winners must submit another MP3 song file for judging based on the same criteria. If the tie involves a resident of WI, a duplicate prize will be awarded to that winner.

4. All Contest entries must be received by 11:59:59 pm ET on 12/01/2009. Proof of submission of an entry will not be deemed proof of receipt by Sponsor or Administrator. **Entries will not be returned.** If you do not want to be contacted by the Sponsor for future promotional purposes, please uncheck the opt-in boxes on the online entry form.
5. Sponsor is not responsible for: (i) electronic transmissions/entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected or not received by Sponsor or its respective agents for any reason, (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries, (iii) failed or unavailable hardware, network, software or telephone transmissions, damage to entrants' or any person's computer and/or its contents, or causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest, or (iv) any entries submitted in a manner that is not expressly allowed under these rules; all such entries will be disqualified. All incomplete or non-conforming entries will be disqualified. If for any reason this Contest cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Contest, or if this Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right to terminate this Contest. If the Contest is terminated before the original end date, Sponsor will select Contest winner on the basis of the criteria stated herein from among those eligible, non-suspect entries already received as of the termination time/date. **CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**
6. Sponsor reserves the right at its sole discretion to disqualify any contestant it finds to be tampering with or attempting to tamper with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person or contestant.
7. **Contest Prize:** One (1) Grand Prize will be awarded, consisting of new equipment for the winning band (selected by Sponsor) worth up to \$5,000. Approximate Retail Value: \$5,000. Actual retail value of Grand Prize depends on the equipment selected and any difference between the stated ARV and the actual value, if any, will not be awarded. Sponsor assumes no responsibility for the allocation of the Grand Prize among the winning band's members.
8. Grand Prize may not be transferred, assigned, redeemed for cash or substituted, except that the Sponsor may substitute any prize or prize component with a prize or prize component of equal or greater value in the event the stated prize becomes unavailable. If the potential winning band cannot accept prize as stated the prize will be forfeited and awarded to an alternate winning band chosen on the basis of the criteria stated herein. **All income taxes on the Grand Prize are the responsibility of the band members and an IRS Form 1099 will be issued and filed on behalf of each member of the winning band for his/her proportionate value of the Grand Prize.** The Grand Prize will be awarded provided it is properly claimed in accordance with these Rules.
9. Judges are independent of Sponsor, and judges' decisions are final and binding in all matters relating to this Contest. Each member of the potential winning band must comply fully with these Official Rules in order to be eligible to win and receive the Grand Prize. Sponsor will attempt to contact each such band member by telephone, mail and/or e-mail within approximately ten (10) days after the conclusion of the judging process, and each member will be required to complete, sign and return an Affidavit of Eligibility, Liability Release, and, except for TN residents, a Publicity Release, within fourteen (14) days of notification, or the prize will be forfeited and awarded to an alternate winning band on the basis of the criteria stated herein.
10. By accepting the Grand Prize, each member of the winning band consents to the use of his/her name and/or likeness for advertising, public relations or trade purposes in connection with the Contest in any media worldwide without limitation or additional notice or compensation (such consent being optional for Tennessee residents). Entrants agree to abide by the terms of these Official Rules, and by decisions of the judges. By entering, entrants agree to release and hold harmless the Sponsor, the judges and David Kessler & Associates, Inc., and each of their respective parent companies, directors, officers, employees and agents from and against any and all liability arising from or in connection with the Contest, or resulting from the acceptance and/or use of any prize they may be awarded or their participation in this Contest, or from any misuse, or malfunction of any prize awarded, including without limitation personal injury, death, and/or property damage.

11. Ownership/Use of Entries: Entrants retain ownership of the songs they submit; however, by entering each band member grants Sponsor the perpetual, fully-paid, irrevocable, non-exclusive license to reproduce, prepare derivative works of, distribute, display, exhibit, transmit, broadcast, televise, digitize, otherwise use, and permit others to use and perform throughout the world the Entry in any manner, form, or format now or hereinafter created, including on the internet, and for any purpose, including, but not limited to, advertising or promotion of Sponsor and its services, all without further consent from, or notice or payment to any such band member.
12. By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with this Contest, will be governed by, and construed in accordance with, the laws of the State of Arizona, without giving effect to any choice of law or conflict of law rules. Sponsor reserves the right to take such action as it deems necessary to enforce these Official Rules and ensure the fair operation of this Contest, including without limitation barring entrants who do not comply with these Official Rules. By entering, entrants consent to the jurisdiction and venue of the appropriate federal, state, and local courts located in Arizona.
13. For name of the winning band, send a self-addressed, stamped #10 business-size envelope, to be received by 12/15/2009, to: Best of the Best Bands Talent Contest, 101 Distribution LLC, 2375 East Camelback Road, Phoenix, AZ 85016

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