

# 2019 BATTLE OF THE BANDS MASHUP

## COMPLETE OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. **CONTEST PERIOD/ENTRY DEADLINES:** The 2019 Battle of the Bands Mashup contest (“**Contest**”) begins at 10:00am Eastern Time USA (“**ET**”) on December 1, 2018 and ends on June 21, 2019 (“**Contest Period**”). The Entry Period, Entry Deadline, Fan Voting Period and Judging Periods are described and defined in the table below and in each Section noted. See Sections 3 and 4 below for details on how to enter.

<b>Timeline*</b>	<b>Description</b>
<b>10:00am ET on December 1, 2018 – 4:00pm ET on February 9, 2019</b>	<b>LOCAL COMPETITION ENTRY PERIOD:</b> See Section 3 below for how to enter and criteria for participating in the Contest.
<b>4:00pm ET on February 9, 2019</b>	<b>LOCAL COMPETITION ENTRY DEADLINE:</b> Any Band participating in a Local Competition that has not submitted fully completed Entry Materials (as defined below) in the manner set forth in these Official Rules so that they are received by Sponsor by this date and time will not be eligible to compete and will be disqualified.
<b>February 10, 2019 - February 18, 2019</b>	<b>LOCAL BAND SELECTION PERIOD.</b> Each Local Competition Site selects four (4) Local Bands from eligible entrants. See Section 6 below.
<b>March 25, 2019 – April 12, 2019</b>	<b>LIVE COMPETITIONS PERIOD/SEMI-FINALIST SELECTION PERIOD.</b> Each Local Competition Site will conduct a Live Competition during this period and select two Semi-Finalist Bands for each Local Competition Site. See Section 7 below.
<b>10:00am ET on May 1, 2019 – 4:00pm ET May 15, 2019</b>	<b>FINALIST BANDS SELECTION PERIOD: PART ONE</b> <b>FAN VOTING PERIOD.</b> Fans vote to select their favorite Band amongst the twelve (12) Semi-Finalist Bands. See Section 8 below.
<b>May 15, 2019 – May 21, 2019</b>	<b>FINALIST BANDS SELECTION PERIOD: PART TWO</b> Finalist Judges select three (3) Finalist Band Winners. Section 8 below.
<b>May 22, 2019</b>	<b>ANNOUNCEMENT OF FINALIST WINNERS:</b> Three (3) Finalist Band Winners announced online.
<b>June 21, 2019 (in New York City)</b>	<b>GRAND PRIZE WINNER SELECTION PERFORMANCE:</b> Selection of one (1) Grand Prize Winner from the three (3) Finalist Band Winners. See Section 9 below.
<b>June 21, 2019 (in New York City)</b>	<b>ONE GRAND PRIZE WINNER ANNOUNCED</b>

\* All dates and times are based on Eastern Time (USA) but may vary by location.

The list of participating Hard Rock Cafe locations (each a “**Participating Location**”) is as follows:

<b>AUSTRALIA</b>
Sydney
<b>BRAZIL</b>
Curitiba
<b>RUSSIA</b>
Moscow
<b>SCOTLAND</b>
Glasgow
<b>UNITED STATES</b>
Nashville
Seattle

**Sponsor reserves the right to add or delete participating Hard Rock Cafe locations at any time, without prior notice.**

2. **ELIGIBILITY:** A “**Band**” is a group of eligible Band Members (as defined below) where the Band meets all of the eligibility requirements set forth in these Official Rules for the Contest (“**Official Rules**”), including any applicable Live Competition Requirements (as defined below) from the date the Band submits its Entry Form (as defined below) up through the conclusion of the Finalist Performance (as defined below). A “**Band Member**” or “**Member**” is a member of an eligible Band herein who meets all of the eligibility requirements set forth in the Official Rules (including any applicable Live Competition Requirements) from the date his/her Band submits its Entry Form up through the conclusion of the Finalist Performance. For the purposes of these Official Rules, a Band may also consist of or include solo artists, musicians, DJs or MCs.
- a) Band Member eligibility: In order to be eligible to compete in the Contest, win any prize or participate in the Finalist Performance, each Band Member must at all times from the date each Band submits its Entry Form in full compliance with these Official Rules and becomes a Band entrant in this Contest, up through the conclusion of the Finalist Performance:
- i) Be a permanent lawful resident of one of the following countries: Australia, Brazil, Russia, Scotland or the United States.
  - ii) Be eighteen (18) years of age or older;
  - iii) Be listed as a member of a Band in the Entry Form of the Band at the time it enters the Contest;
  - iv) Perform/compete only on behalf of one Band;
  - v) Be an authentic member of a Band who has regularly performed with the Band prior to the Contest i.e., not a manager, agent, technical or administrative support person, spouse, friend, etc. who has not regularly performed with the Band prior to the Contest;
  - vi) Be eligible to participate in the Contest in accordance with, and be in full compliance with, all of the provisions of the Official Rules, including any applicable Live Competition Requirements;
  - vii) **Not** be an employee, agent, officer or director of, or a member of the immediate family (parents, children, siblings and spouses, regardless of where they reside) or household (whether related or not) of an employee, agent, officer or director of any of the Contest Entities. “**Contest Entities**” are collectively defined as (a) Hard Rock Cafe International (USA), Inc. (“**Sponsor**”), (b) any restaurant, cafe, hotel and/or casino licensed or franchised by Sponsor or an entity affiliated with Sponsor, (c) any restaurant, hotel, and/or casino franchisee or licensee of Sponsor or one of Sponsor’s affiliated entities, (d) Infrared (“**Contest Administrator**”), (e) any judge in this Contest (except a Fan Judge, as defined herein), (f) PepsiCo, Inc., Pepsi-Cola Company and its bottlers and (g) any entity affiliated with the entities/persons described above, including but not limited to affiliated, parent, and

subsidiary companies, affiliated advertising and promotion agencies, and vendors or promotional partners associated with this Contest.

- viii) **Not** served as a band member in a band that has won a Grand Prize or a Finalist/Runner-Up Prize as a result of participating in any of Sponsor's previous Battle of the Bands contests in 2009 - 2017. Bands awarded local prizes in previous Hard Rock band competitions are permitted to participate in this Contest.
  - ix) **If a Band Member is located outside of the United States (an "International Band Member") then such Band Member must possess a valid current passport prior to entering the Contest.**
- b) Band eligibility: In order to be eligible to compete in the Contest, win any prize or participate in the Finalist Performance, each Band must at all times from the date each Band submits its Entry Form in full compliance with these Official Rules and becomes a Band entrant in this Contest, up through the conclusion of the Finalist Performance:
- i) List all Band Members in the Entry Form of the Band at the time it enters the Contest. Any Band Members not listed at that time are not eligible to participate in the Contest;
  - ii) Consist only of Members who are eligible to participate in the Contest in full compliance with the terms of these Official Rules. In the event any Member of a Band is not eligible or is disqualified, then the entire Band may be disqualified;
  - iii) Consist only of authentic Members who have regularly performed with the Band prior to the Contest i.e., not a manager, agent, technical or administrative support person, spouse, friend, etc. who has not regularly performed with the Band prior to the Contest. **There is a maximum of five (5) Band Members who can participate in this Contest.** Band Members who are ineligible herein, or who were not listed in the Entry Form, or who are not authentic Members who have regularly performed with the Band prior to the Contest (e.g., managers, agents, technical or administrative support people, spouses, friends, etc.) are not eligible to receive any portion of the Semi-Finalist, Finalist or Grand Prize;
  - iv) **Have at least one eligible Band Member with a permanent residence within a 50 km radius of a Participating Location.**
  - v) Be eligible to participate in the Contest in accordance with, and be in full compliance with, all of the provisions of the Official Rules, including any applicable Live Competition Requirements; and
  - vi) **Not** have won a Grand Prize or a Finalist/Runner-Up Prize as a result of participating in any of Sponsor's previous Battle of the Bands contests in 2009 - 2017. Bands who have won local prizes in previous Hard Rock band competitions are permitted to participate in this Contest.

Eligibility will be determined by Sponsor in its sole and absolute discretion. The Contest is void in all other territories outside of Australia, Brazil, Russia, Scotland and the United States, and where prohibited or restricted by law.

### 3. HOW TO ENTER:

- a) First, each Band must select one (1) representative who shall have full legal authority to act on behalf of and legally bind/obligate the Band and each of its Members with respect to the Contest, and who will be the sole contact person for the Band and all of its Members in all matters related to the Contest (the "**Band Representative**"). A Band Representative must be of an age wherein he/she may enter into legally binding agreements and not be a minor in the jurisdiction in which the Band Representative resides. If all Band Members are deemed minors in their country of residence, then the parent or legal guardian of at least one Band Member must serve as the Band Representative. In the event of any dispute as to the authority of the Band Representative to act on behalf of and legally bind/obligate the Band and each of its Members with respect to the Contest at any time during the Contest Period or prior to the Finalist Performance, the Band shall be subject to disqualification at Sponsor's sole and absolute discretion.
- b) Next, visit [www.hardrock.com/2019botb](http://www.hardrock.com/2019botb) (the "**Website**") and select the Participating Location where the Band chooses to compete. **The Band must compete at a Participating Location that is located within a 50 km radius of the permanent residence of at least one eligible Band Member.** If the permanent residence of at least one eligible Band Member is within a 50 km radius of more than one Participating Location, then you may select either of such Participating Locations within such radius as the Band's Local Competition Site. You cannot choose a Local

Competition Site outside of a 50 km radius and you can only choose one Local Competition Site. The Participating Location chosen by the Band that meets the above criteria and is included within the Entry Form is referred to herein as the Band's "**Local Competition Site**". Under no circumstances may the Band or any Band Member select, compete or attempt to compete at more than one Participating Location or Local Competition Site. Any such actions by a Band or a Band Member will result in the disqualification of any Band involved. Once the Entry Form is submitted online, then the Band may only compete at the Local Competition Site selected in the Entry Form and no other, even if the Band is not selected to compete at such Local Competition Site. If your Band is not selected to compete at your Local Competition Site, neither your Band, nor any Member of your Band, can compete at another Participating Location or Local Competition Site. Sponsor reserves the right, in its sole and absolute discretion, to assign Bands to compete at a Local Competition Site other than the one chosen by the Band. In the event any ambiguities, questions or other issues arise as to the selection of the Local Competition Site for a Band, Sponsor shall resolve such ambiguities, questions or other issues in its sole and absolute discretion.

- c) Prior to or during the period from 10:00am ET on December 1, 2018 – 4:00pm ET on February 9, 2019 (the "**Local Competition Entry Period**"), the Band Representative should visit the Website and follow the Contest links to receive details on the Contest and see the Official Rules. The Band Representative should carefully review the Official Rules of the Contest (including all instructions on performance conditions/restrictions and judging criteria). The Band Representative should print out a copy of the Official Rules at that time for future reference and distribute the Official Rules to all Band Members.
- d) After the Band Representative and each of the Band Members have carefully read the Official Rules, and when the Band is ready to enter the Contest, the Band Representative should visit the Website prior to the Entry Deadline and follow the Contest links to the official Entry Form for the Contest ("**Entry Form**"). The Band Representative must indicate on the Entry Form the Local Competition Site where the Band wishes to compete.
- e) As part of the Entry Form the Band Representative will be required to add a link to a video recording of a live performance or audio file located on YouTube, Vimeo or SoundCloud of the Band's one song which will be used in the selection stage to be named a Local Band. Such song (an "**Audition Song**") must either be the Band's song that was previously recorded and commercially-released by a band or artist other than the Band or a Band Member (a "**Cover Song**"), or an Original Song by your Band. An "**Original Song**" is a song (including any lyrics, music, musical or audio tracks, arrangement and composition) performed by the Band (whether live or in a recording) which is used to participate in the Contest where (i) the song (including any lyrics, music, musical or audio tracks, arrangement and composition) is written and performed solely by one or more eligible Members of your Band who are listed on the Entry Form (and by no other person or entity) and (ii) your Band, or one or more eligible Members of your Band who are listed on the Entry Form, owns and controls all right, title and interest, including copyright, in and to the lyrics, music, arrangement and composition of such song, including without limitation, any public performance or recording rights. The Audition Song cannot exceed ten (10) minutes in length. The Audition Song must be performed **exclusively** in English. Any Audition Song performed in another language will NOT be eligible. Any video recording must be of a live performance.
- f) As part of the Entry Form the Band Representative will also be required to add a link ("**Social Media Link**") to the Band's social media platform(s), namely Facebook or Instagram or the Band's website, (collectively, "**Social Media Platform[s]/Band Website**").
- g) The Entry Form must be completed in full by the Band Representative. Once (i) the Entry Form has been fully completed by the Band Representative, and (ii) the Band Representative has agreed on behalf of the Band and each of the Band Members to all of the Official Rules and the terms and conditions of the Entry Form, then the Band Representative must submit the Entry Form which includes the link to the Audition Song and the Band's Social Media Link or Band Website (collectively, the "**Entry Materials**") in accordance with the instructions on the Website prior to 4:00pm ET on February 9, 2019 (the "**Entry Deadline**"). All Entry Materials must be completed and submitted together prior to the Entry Deadline. Failure to (1) fully complete the Entry Form, (2) meet the requirements for the Audition Song, (3) provide the Band's Social Media Link or Website, or (4) submit the completed Entry Materials prior to the Entry Deadline, will result in disqualification of the Band and all of its Band Members. Only complete Entry Materials

will be accepted. If Entry Materials are incomplete or do not comply with these Official Rules in any manner, the Band and each individual Band Member may be disqualified at Sponsor's sole and absolute discretion.

- h) **There is a limit of one Contest Entry Form per Band and per person/Band Member. If more than one Entry Form is received from the same Band, or a Band Member appears on more than one Entry Form, then the applicable Band(s) and Band Member(s) may be disqualified in the sole and absolute discretion of Sponsor.**

#### 4. GENERAL REQUIREMENTS:

- a) Each Band, and each of its respective Band Members, agree, warrant and represent that:
- i) In any instance where the Official Rules of the Contest or the Contest Entities require that the Band submit or perform an Original Song, then such song (including any lyrics, music, musical or audio tracks, arrangement and composition) (1) has been written and performed solely by one or more Members of the Band who are listed on the Entry Form (and by no other person or entity) and (2) the Band, or one or more Members of the Band who are listed on the Entry Form, own and control all right, title and interest, including copyright, in and to the lyrics, music, musical and audio tracks, arrangement and composition of such song.
  - ii) With respect to any of the lyrics, music, musical or audio tracks, arrangements, compositions, or songs performed by the Band during the Contest that are not Original Songs of the eligible Band or eligible Band Members who are listed on the Entry Form ("**Cover Songs**"), the Band has obtained any authorizations required (if any), in advance from all persons or entities having any rights, title and/or interest whatsoever with respect to such Cover Songs in order to perform or otherwise use such Cover Songs during the Contest without violating the rights of any persons or entities and;
  - iii) The use of Creative Materials (as defined below) in the manner contemplated by these Official Rules will not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased. All songs performed by the Band during the Contest, or posted on any Social Media Platform/Band's Website and attributed to the Band, or otherwise played or used while the Band is participating in the Contest or Finalist Performance (including all Original Songs and Cover Songs), are referred to herein collectively as the "**Creative Materials**".
  - iv) If a Band or any Band Member is uncertain as to whether they can agree to these representations and warranties, they should confer with their legal counsel or other advisors. Sponsor reserves the right in its sole and absolute discretion to request proof in writing of any necessary authorizations, consents, licenses, assignments or waivers required herein.
- b) Creative Materials and Band names must be in keeping with Sponsor's positive image. Without limitation, Creative Materials or Band names that are deemed by Sponsor, in its sole and absolute discretion, to be or to contain offensive profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous content, or which encourages unlawful behavior, or which is hateful or misogynistic, or which are racially, ethnically or otherwise offensive or objectionable, or which portray the Sponsor in a negative fashion, may be disqualified.
- c) Creative Materials, Entry Materials, and Band names must not include brand names, trademarks, trade names, logos or the intellectual property of any third parties without the written consent of the third party, if applicable.
- d) Creative Materials and Entry Materials must be from an identifiable source. Any attempt to create a false identity, to impersonate any person or entity, or to make a false or misleading statement, or misrepresent an affiliation with any person or entity, may result in disqualification.
- e) Sponsor reserves the right at any time, in its sole and absolute discretion, to disqualify a Band that Sponsor believes, in its sole and absolute discretion, is not in compliance with these Official Rules, or which has made a false or

misleading statement on any Entry Form or otherwise, and reserves the right to pursue all other rights and remedies available at law in the event of such disqualification.

## 5. COMPETITION OVERVIEW

A general overview of the competition is contained in the chart below.

Stage of Competition	Selection of Local Bands	Local Competitions & Selection of Semi-Finalist Bands	Finalist Competition	Grand Prize Competition
<b>Description of the Competition</b>	The Sponsor will select eligible Local Bands for the Live Competitions.	Local Bands compete live at a local Participating Location and are judged by the Local Judges	Each Semi-Finalist competes against all other Semi-Finalists to be selected as a Finalist. The video recordings of each Semi-Finalist Band made during the Local Competitions will be judged.	Each Finalist competes against all other Finalists for the Grand Prize during a live Finalist Performance in New York City.
<b>Outcome</b>	The Sponsor will select four (4) eligible bands as “ <b>Local Bands</b> ” for a total of twenty-four (24) Local Bands.	The Local Judges select two (2) Semi-Finalist Bands for each Participating Location for a total of twelve (12) Semi-Finalist Bands.	The Fan Judges and the Finalist Judges select three (3) Bands as the Finalist Bands.	The Grand Prize Judges select one winning Band as the Grand Prize Winner.

## 6. SELECTION OF LOCAL BANDS:

- a) Only eligible Bands move on to this stage of the competition. In this stage of the competition, eligible Bands are only competing against other eligible Bands who have been assigned to the same Local Competition Site. For each Local Competition Site Bands compete to be selected as a Local Band (“**Local Band**”), thereby qualifying the Band to move on to compete live at the Local Competition Site.
- b) Between February 10, 2019 – February 18, 2019 (“**Local Band Selection Period**”) the Sponsor will select, in its sole and absolute discretion, using such judging criteria as may be established by the Sponsor, four (4) Local Bands from the eligible Bands competing at each Participating Location, subject to eligibility requirements set forth herein and compliance with these Official Rules. The decisions of the Sponsor relating to the selection of each Local Band are final and binding. In the event it is determined that any potential Local Band or Band Member is ineligible, or fails to appear and/or perform at their scheduled date for any live competition, or is subject to disqualification for any reason, then the Band will be disqualified and the Sponsor may elect, in its sole and absolute discretion, to name another Band as a Local Band instead. **Sponsor reserves the right to increase or decrease the number of Local Bands to be selected for each Local Competition Site at any time, without prior notice, in its sole and absolute discretion.**
- c) The odds of being declared a Local Band depend on the number of Bands competing, the skill of the Band and its Band Members, and the skills of other Bands competing at the same Local Competition Site. In the event it is determined that any potential Local Band or Band Member is ineligible, or fails to appear and/or perform on their scheduled date for any live competition, or is subject to disqualification for any reason, then the potential Local Band may be disqualified and the Sponsor, in its sole and absolute discretion, using the judging criteria referred to above, may elect to select another Band as a potential Local Band.

## 7. SELECTION OF SEMI-FINALIST BANDS:

- a) **Live Competition Selection.** The Local Contest Administrator for each Participating Location will conduct a live competition event in which eligible Local Bands for that Local Competition Site compete in order to determine which

Bands will be selected as a Semi-Finalist Band. Such live competition event will be referred to herein as a **“Live Competition”**. **On or about February 20, 2019 each Local Contest Administrator will announce online a list of all Bands who will perform at such Live Competition. All Local Competition Sites will conduct Live Competitions between March 25, 2019 – April 12, 2019, or on such dates and at such times as are established by the Local Contest Administrator.** The Local Contest Administrator will advise the Band Representative of each Local Band of any and all Live Competition requirements (including but not limited to the competition format, the number of songs to be performed, the number of performances, the schedule for the competition and the selection of musical instruments permitted (collectively, the **“Live Competition Requirements”**). Should a Band fail to comply with all such Live Competition Requirements, or fail to appear for any Live Competition on such date(s) and at such time(s) as are established by the Local Contest Administrator, then such Band may be disqualified.

- b) **Please Note: During each Live Competition, each Band will be required to perform three (3) songs which must include the following: (i) Two (2) cover songs that are deemed well-known classics or highly popular recognizable songs but which are creatively arranged into a different genre from the original song, and (ii) One (1) of the Band’s own Original Songs previously recorded but creatively arranged into a different genre from the original song. For example, imagine creating favorite rock songs into disco songs, country songs into hip-hop tracks or metal songs into folk songs. All such songs are referred to herein as “Mashup Songs” and all three (3) Mashup must be performed in English.**
- c) **Prior to performing at any event at a Participating Location during any Live Competition, each Band Member of each Band will be required to complete and sign a hard copy of the Entry Form for the Band (including the associated declaration/affidavit of eligibility on behalf of the Band and each of its Band Members), and the associated rights/publicity/liability release on behalf of the Band and each of its Band Members. Failure to return an Entry Form including all of the above elements that is signed by all Band Members by the deadline established by the Local Contest Administrator may result in the Band being disqualified from participating in the Contest and any events at the Participating Location.** If a Band Member is deemed a minor in his/her country, state, territory or province of residence, then the parent/legal guardian of each such minor must sign any documents required in these Official Rules on behalf of such minor.
- d) **Live Competition Judging:** Each Participating Location will establish a date and time for the Live Competition in the sole and absolute discretion of the Local Contest Administrator. During the Live Competition for each Participating Location, only the two (2) Bands with the highest overall scores will be selected as a Semi-Finalist Band and move on to compete on the Finalist level. During each event at a Live Competition, each Band will perform three (3) Mashup Songs (as described above) and the Band’s performance of these songs will be judged by a panel of qualified judges to be selected by the Local Contest Administrator in his/her sole and absolute discretion (collectively, the **“Local Judges”**), which may include professionals in the music, radio or recording industry, and/or other persons selected by the Local Contest Administrator. The persons serving as Local Judges are subject to change at any time at the Local Contest Administrator’s sole and absolute discretion. The Local Judges will judge each performance of each Band according to the following judging criteria, with the following weight given to each such criterion (the **“Live Competition Judging Criteria”**): 1) Originality (25%); 2) Performance (25%); 3) Audience Appeal/Stage Presence (25%); and 4) Marketability (25%).
- e) A recording of the Band’s performance during the Live Competition at each Participating Location will be produced and will be used for review and judging for the Finalist Level of the Contest if the Band progresses to that competition (the **“Performance Video”**). Sponsor may alter, amend, edit, modify or crop the Performance Video at its sole and absolute discretion for final viewing, voting and judging during the Finalist level competition.
- f) Upon the completion of each Live Competition, the two (2) competing Bands at each Participating Location with the highest total score for the Live Competition, as determined by the Local Judges in their sole and absolute discretion using the applicable Live Competition Judging Criteria, will be selected as a Semi-Finalist Band (**“Semi-Finalist Band”**) and move on to compete for Finalist Prizes, subject to confirmation that the Band and all its Band Members are eligible under the Official Rules and in full compliance with the Official Rules and the Live Competition Requirements. The odds of being selected as a Semi-Finalist Band depend upon the number of Bands competing at each Participating

Location and the skill of each Band and its Band Members. No more than two (2) Bands will be selected as a Semi-Finalist Band for each Local Competition Site. In the event of a tie, the Band from among the tied entries with the highest cumulative score in the first judging criterion (i.e., Originality) described above will be selected as the Semi-Finalist Band. In the event of a tie using the tie-breaking criterion, the Local Contest Administrator will select the Semi-Finalist Band in his/her sole and absolute discretion. The decisions of the Local Judges and the Local Contest Administrator relating to the selection of each Semi-Finalist Band are final and binding. In the event it is determined that any Band or Band Member is ineligible or is subject to disqualification for any reason, then the Band will be disqualified and the Local Contest Administrator may elect to name the Band receiving the next highest total score as a Semi-Finalist Band. In the event of a tie in such instance, the tie breaking criteria described above may be utilized.

## 8. SELECTION OF THE FINALIST BANDS IS IN TWO PARTS:

### PART ONE:

**Voting to select a Favorite Band by Fan Judges** – During the period beginning at 10:00 a.m. ET on May 1, 2019 and continuing up and until 4:00 p.m. ET on May 15, 2019 (“**Fan Voting Period**”) each Fan Judge may vote (in the manner described below) for a favorite Semi-Finalist Band. A vote is accomplished by simply visiting [www.facebook.com/hardrock](http://www.facebook.com/hardrock) and selecting the Band you wish to cast a vote for. Each person who visits the Hard Rock Café Facebook page and selects a Band will be considered a “**Fan Judge**”. Fan Judges will judge each Semi-Finalist Band and their Performance Video according to the following judging criteria and with the following weight given to each such criterion (the “**Finalist Judging Criteria**”): 1) Originality (25%); 2) Performance (25%); 3) Audience Appeal/Stage Presence (25%); and 4) Marketability (25%). Automated votes are prohibited. **There is a limit of one (1) vote per each Fan Judge. Any votes exceeding one (1) vote per each Fan Judge will be disqualified.**

### PART TWO:

During the period of May 15, 2019 – May 21, 2019, a panel of qualified judges selected by the Sponsor in its sole and absolute discretion (collectively, the “**Finalist Judges**”), which may include celebrities and professionals in the music, radio or recording industry and/or other persons selected by the Sponsor, will judge the Performance Video for each Semi-Finalist Band that was produced during each performance at the Live Competition. Such judges will use the following judging criteria and with the following weight given to each such criterion (the “**Finalist Judging Criteria**”): 1) Popularity (as measured solely by the results of Part One voting by Fan Judges) (25%); 2) Performance (25%); 3) Audience Appeal/Stage Presence (25%); and 4) Marketability (25%). The Three (3) Semi-Finalist Bands receiving the highest total scores, as determined by the Finalist Judges in their sole and absolute discretion using the Finalist Judging Criteria, will each be declared a Finalist Band Winner (“**Finalist Band**”), subject to confirmation that each such Band and all Band Members are eligible under the Official Rules and in full compliance with the Official Rules. The odds of being declared a Finalist Band depend upon the skill of each Band and its Band Members. In the event of a tie, the Band from among the tied entries with the highest score in the first judging criterion described above will be declared a Finalist Band. In the event of a tie using the tie-breaking criterion, the Finalist Judges will select the Finalist Band in their sole and absolute discretion. The decisions of the Finalist Judges relating to the selection of each Finalist Band are final and binding. In the event it is determined that any Band or Band Member is ineligible or is subject to disqualification for any reason, then the Band will be disqualified and the Sponsor may elect to name the Band receiving the next highest total score as a Finalist Band. In the event of a tie in such instance, the tie breaking criteria described above may be utilized. The persons serving as Finalist Judges are subject to change at any time at the Sponsor’s sole and absolute discretion. Two Finalist Bands originating from the same Participating Location is permitted.

The identity of the three (3) potential Finalist Bands will be announced on or about May 22, 2019 online.

## 9. SELECTION OF ONE (1) GRAND PRIZE WINNER:

On or about June 21, 2019, a panel of qualified judges to be selected by the Sponsor in its sole and absolute discretion (collectively, the “**Grand Prize Judges**”) will judge the live performances of each Finalist Band’s version of Mashup Songs in New York City (collectively, the “**Finalist Performance**” of each Band). The Grand Prize Judges will use the following judging criteria and with the following weight given to each such criterion (the “**Grand Prize Judging Criteria**”): 1) Originality (25%); 2) Performance (25%); 3) Audience Appeal/Stage Presence (25%); and 4) Marketability (25%). The one



(1) Finalist Band receiving the highest total score from the Grand Prize Judges, in their sole and absolute discretion using the Grand Prize Judging Criteria, will be declared the Grand Prize Winner (“**Grand Prize Winner**”), subject to confirmation that such Band and all Band Members are eligible under the Official Rules and in full compliance with the Official Rules. The odds of being declared the Grand Prize Winner depend upon the skill of each Band and its Band Members. In the event of a tie, the Band from among the tied entries with the highest score in the first judging criterion described above will be declared the Grand Prize Winner. In the event of a tie using the tie-breaking criterion, the Grand Prize Judges will select the Grand Prize Winner in their sole and absolute discretion. The decisions of the Grand Prize Judges relating to the selection of the Grand Prize Winner are final and binding. In the event it is determined that any Band or Band Member is ineligible or is subject to disqualification for any reason, then the Band will be disqualified and the Sponsor may elect to name the Band receiving the next highest total score as the Grand Prize Winner. In the event of a tie in such instance, the tie breaking criteria described above may be utilized. The persons serving as Grand Prize Judges are subject to change at any time at the Sponsor’s sole and absolute discretion.

The identity of the one (1) potential Grand Prize Winner Band will be announced on or about June 21, 2019 in New York City.

#### 10. **PROHIBITED PRACTICES:**

- a) **No Band, Band Member, Fan Judge, or any person affiliated with a Band shall engage in, or encourage, any solicitation for votes or favorable or unfavorable scores from Sponsor, Fan Judges, Local Judges, Finalist Judges, or Grand Prize Judges by offering prizes, gifts, products, services or any other type of incentive (monetary or non-monetary) for votes or favorable or unfavorable scores, including any offer to trade votes or favorable scores e.g. soliciting votes in online chat rooms or on websites in exchange for reciprocal votes. Sponsor may, in its sole discretion, disqualify any Band or Band Member engaged in or encouraging such activity, or who benefits from such activity.**
- b) During the two (2) week window prior to and after the Finalist Performance, no Finalist Band nor any of its Band Members shall, within a 100-mile radius of New York City, without the prior written approval of Sponsor, schedule, promote or participate in any public or private concerts (other than the Finalist Performance), music performances, appearances or events. Furthermore, while in New York each Finalist Band and all of its Band Members shall refrain from publicly implementing or engaging in any statements, behavior, acts, or utilization of any audio or visual displays on items associated with the Band (including but not limited to clothing, instruments, stage signs and stage displays) of the brand name, logo, sign, trade name, business name, domain name or trademark of any company, person or entity other than the Sponsor, regardless of whether or not such promotional activity is pursuant to the terms of any endorsement or sponsorship agreement or arrangement the Band or any of its Band Members may have with any such party.
- c) A Finalist Band may be disqualified at any time and the associated prize may be forfeited in the event that any Band Member of a Finalist Band becomes involved in any situation which may bring Sponsor into public disrepute, contempt, scandal or ridicule, or which has the potential to shock, insult or offend the community or any group or class thereof, in such a way that could negatively impact the reputation of Sponsor.

11. **PRIZE NOTIFICATIONS:** If any Band Representative cannot be reached by telephone or email within forty-eight (48) hours from the first prize notification attempt, or if any Band fails or refuses to complete, sign and return any documents required by Sponsor within the time specified by Sponsor, then such Band may be disqualified. In such instance the Sponsor, in its sole and absolute discretion, may choose another competing Band instead with the next highest score to receive the applicable prize or award.

#### 12. **PRIZES:**

##### **One (1) Grand Prize:**

The Grand Prize consists of Fifteen Thousand U.S. Dollars (US\$15,000.00). The Grand Prize is awarded to the Band and not to specific individuals or Band Members, and will be awarded in the form of a single check made payable to the Band if

the Band is a recognized legal entity. If the Band is not a recognized legal entity, then the check will be made payable to all of the Band Members named in the Entry Form who are eligible to receive the benefits of the Grand Prize and such Band Members will be responsible for allocating the Grand Prize amount to individual Band Members. Only Band Members named in the Entry Form are eligible to receive the benefits of the Grand Prize. Band managers, agents or other band support staff are NOT eligible to receive the benefits of the Grand Prize. The Approximate Retail Value (“ARV”) of the Grand Prize is US\$15,000.00.

### **Three (3) Finalist Prizes:**

Each Finalist Prize consists of a trip to New York City, New York for the Finalist Band (up to a maximum of five (5) Band Members) and the opportunity to perform in the Finalist Performance. **The Finalist Band Prize is awarded to the Band, not individual Band Members.** The selection of the eligible Band Members who will take the trip and receive the benefits of the Finalist Prize will be at the sole discretion of the Band Representative and once the Band Representative advises Sponsor of the identity of such eligible Band Members who will receive the benefits of the Finalist Band, no Band Member may be added or deleted from the list without the written authorization of the Sponsor. **Only Band Members named in the Entry Form are eligible to receive the benefits of the Finalist Prize and participate in the Finalist Performance. Band managers, agents or other band support staff are NOT eligible to receive the benefits of the Finalist Prize.** For any Finalist Prize Band located outside of the United States, each Band Member must possess a valid current passport prior to entering the Contest. The trip consists of the following components for each eligible Band Member selected by the Band Representative to receive the benefits of the Grand Prize (up to a maximum of five (5) such Band Members): Round-trip coach air transportation from the one major international airport gateway selected by the Band Representative to New York, New York U.S.A. (all Band Members must travel on the same itinerary, depart from and return to the same location, and provide their own transportation to/from the departure airport and their residences); three nights/four days first-class hotel accommodations in New York City (up to two (2) rooms - double or triple occupancy each room); participation in the Finalist Performance; round-trip ground transportation between airport and hotel; round-trip ground transportation between hotel and scheduled activities and the venue of the Finalist Performance (including equipment); music-based experiences and US\$100.00 spending money for each Band Member. Each Band Member of the Finalist Band may be required to sign additional publicity/liability/rights releases before receiving the benefits of participating in the Finalist Band Performance. **Travel must take place on June 18 or June 19 – June 22, 2019 or on such other dates as may be specified by Sponsor. Departure date will depend on the location of each Finalist Band.**

The ARV of the Finalist Prize travel package is Three Thousand Fifty U.S. Dollars (US\$3,050.00) for each eligible U.S.-based Band Member traveling and up to a maximum of Fifteen Thousand Two Hundred Fifty U.S. Dollars (US\$15,250.00) for the Band if five (5) eligible Band Members travel. The ARV is based on average airfare costs for economy class travel from major airports to New York and a sample Seattle departure. The ARV of the Finalist Prize travel package is Three Thousand Eight Hundred Fifty U.S. Dollars (US\$3,850.00) for each eligible international Band Member traveling and up to a maximum of Nineteen Thousand Two Hundred Fifty U.S. Dollars (US\$19,250.00) for the Band if five (5) eligible International Band Members travel. The ARV is based on average airfare costs for economy class travel from major airports to New York and a sample Sydney departure. Actual value of the Finalist Prize may vary depending on departure location, booking date, number of Band Members traveling, fares at the time of travel and other factors. Neither the Band nor any Band Member is entitled to the difference, if any, between the stated and the actual Finalist Prize value. The maximum potential total ARV of the Finalist Prizes is Fifty-Seven Thousand Seven Hundred Fifty U.S. Dollars (US\$57,750.00).

### **Twelve (12) Semi-Finalist Prizes:**

Each Semi-Finalist Prize consists of One Thousand United States Dollars (US\$1,000.00). **The Semi-Finalist Prize is awarded to the Band and not to specific individuals or Band Members, and will be awarded in the form of a single check made payable to the Band if the Band is a recognized legal entity. If the Band is not a recognized legal entity, then the check will be made payable to all of the Band Members named in the Entry Form who are eligible to receive the benefits of the Semi-Finalist Prize;** in such a case, the Band Members are responsible for allocating the Semi-Finalist Prize amount to individual Band Members. **Only Band Members named in the Entry Form are eligible to receive the benefits of the Semi-Finalist Prize. Band managers, agents or other band support staff are NOT eligible to receive the benefits of the Semi-Finalist Prize.** Each Semi-Finalist Prize will be delivered to the Band Representative who shall be responsible for distributing the prize to eligible Band Members as he/she determines. Neither Sponsor nor the Participating Location shall be responsible in the event such prizes are not properly distributed by such Band

Representative to the proper Band Members. The Approximate Retail Value (“ARV”) of each Semi-Finalist Prize is US\$1,000.00. The maximum total value of all of the Semi-Finalist Prizes is Twelve Thousand U.S. Dollars (US\$12,000.00).

### 13. TAXES:

- a) If a Grand Prize Winner is located within the United States (as determined by United States Internal Revenue Service [“IRS”] regulations), then the ARV for the Grand Prize is Fifteen Thousand U.S. Dollars (US\$15,000.00). The award of the Grand Prize to the Grand Prize Winner and applicable ARV will be reported to the IRS, as required by U.S. law. If any Grand Prize Winner is located outside of the United States (as determined by IRS regulations) and Sponsor is required to withhold U.S. federal withholding tax from the Grand Prize (and pay such amount directly to the IRS) (i.e. the Band is an “**International Winner**”), then Sponsor will provide an additional tax payment assistance award (“**International Tax Assistance Award**”) with respect to such International Winner for use in payment of its U.S. federal withholding tax. The amount of such International Tax Assistance Award will be equal to that amount required to be withheld by Sponsor under U.S. federal tax laws and regulations, but will not exceed Six Thousand Four Hundred Twenty-Eight U.S. Dollars and Fifty-Five Cents (US\$6,428.55). In the event an International Winner is awarded a Grand Prize, the ARV of the Grand Prize for that winner (including the International Tax Assistance Award) will be Twenty-One Thousand Four Hundred Twenty-Eight U.S. Dollars and Fifty-Five Cents (US\$21,428.55). The Grand Prize Winner shall be solely responsible for the payment of any taxes due as a result of winning a Grand Prize, notwithstanding any International Tax Assistance Award that such Band may receive. Note: If a Grand Prize Winner is an International Winner, then the Band will receive an International Tax Assistance Award for the Grand Prize, Finalist Prize and Semi-Finalist Prize. If the Grand Prize Winner is a U.S. winner, then the Band will be responsible for the payment of all taxes for the Grand Prize, the Finalist Prize and the Semi-Finalist Prize.
  
- b) If a Finalist Prize Winner is located within the United States (as determined by United States Internal Revenue Service [“IRS”] regulations), then the ARV for the Finalist Prize may range from Three Thousand Fifty U.S. Dollars (US\$3,050.00) to Fifteen Thousand Two Hundred Fifty U.S. Dollars (US\$15,250.00), depending upon the number of Band Members selected by the Band Representative to receive the benefits of the Finalist Prize. The award of the Finalist Prize to the Finalist Prize Winner and applicable ARV will be reported to the IRS, as required by U.S. law. If any International Winner (as defined above) wins a Finalist Prize and Sponsor is required to withhold U.S. federal withholding tax from the Finalist Prize (and pay such amount directly to the IRS), then Sponsor will provide an additional International Tax Assistance Award with respect to such International Winner for use in payment of its U.S. federal withholding tax. The amount of such International Tax Assistance Award will be equal to that amount required to be withheld by Sponsor under U.S. federal tax laws and regulations, and may range from One Thousand Six Hundred Fifty U.S. Dollars (US\$1,650.00) to Eight Thousand Two Hundred Fifty U.S. Dollars (US\$8,250.00), depending upon the number of Band Members selected by the Band Representative to receive the benefits of the Finalist Prize. In the event an International Winner is awarded a Finalist Prize, the ARV of the Finalist Prize for that winner (including the International Tax Assistance Award) may range from Fourteen Thousand Nine Hundred Sixty-Five U.S. Dollars and Twenty-Three U.S. Cents (US\$14,965.23) to Eighty-Nine Thousand Seven Hundred Ninety-One U.S. Dollars and Thirty-Eight U.S. Cents (US\$89,791.38), depending upon the number of Band Members selected by the Band Representative to receive the benefits of the Finalist Prize. The Finalist Prize Winner shall be solely responsible for the payment of any taxes due as a result of winning a Finalist Prize, notwithstanding any International Tax Assistance Award that such Band may receive. Note: If a Finalist Prize Winner is an International Winner, then the Band will receive an International Tax Assistance Award for both the Finalist Prize and the Regional Winner Prize. If the Finalist Prize Winner is a U.S. winner, then the Band will be responsible for the payment of all taxes for both the Finalist Prize and the Semi-Finalist Prize.
  
- c) If the winner of a Semi-Finalist Prize is located within the United States (as determined by the IRS), then the ARV for the Semi-Finalist Prize is One Thousand U.S. Dollars (US\$1,000.00). The award of the Semi-Finalist Prize to the winner will be reported to the IRS, as required by U.S. law. If any winner of a Semi-Finalist Prize is located outside of the United States (as determined by IRS regulations) and Sponsor is required to withhold U.S. federal withholding tax from such prize (and pay such amount directly to the IRS) (i.e. the Band is an International Winner), then Sponsor will provide the International Tax Assistance Award with respect to such International Winner for use in payment of its U.S. federal withholding tax. The amount of such International Tax Assistance Award will be equal to that amount required

to be withheld by Sponsor under U.S. federal tax laws and regulations. In no instance shall it exceed US\$428.57. In the event an International Winner is awarded a Semi-Finalist Prize, the ARV of the prize for that winner (including the International Tax Assistance Award) is One Thousand Four Hundred Twenty-Eight U.S. Dollars and Fifty-Seven Cents (US\$1,428.57). The winner of the Semi-Finalist Prize shall be solely responsible for the payment of any taxes due as a result of winning a Semi-Finalist Prize, notwithstanding any International Tax Assistance Award that such Band may receive.

- d) All federal, state, provincial, local and other tax liabilities, including but not limited to sales and use taxes, goods and services taxes, excise taxes, income and U.S. withholding taxes, customs duties, fees and like amounts in connection with a Band's or Band Member's prize, acceptance or use of a prize herein will be the sole responsibility of each Band or Band Member, as applicable. If a potential winner is not a "U.S. person" (as defined by U.S. tax law) and Sponsor is required to withhold U.S. federal withholding tax from the prize (and pay such amount directly to the United States Internal Revenue Service), then, except as provided above with respect to any International Tax Assistance Award, such potential winner will be required to pay to the Sponsor the amount of the legally required withholding before the potential winner can receive the applicable prize or, at Sponsor's option, the amount of any credit issued or cash awarded as part of the prize may be reduced by the amount of the legally required withholding. If required, failure to pay such amount within the deadline established by the Sponsor will result in the disqualification of the potential winner. Notwithstanding such payments, each winner shall be solely responsible for the payment of any taxes due as a result of winning a prize. All prize values are in U.S. dollars.

14. **USE/OWNERSHIP OF CREATIVE MATERIALS:** With respect to the use and ownership of all Creative Materials, by participating in the Contest each competing Band and each Band Member acknowledges and agrees as follows:

- a) The rights of each Band and each Band Member, and the Sponsor, shall be established by the terms of these Official Rules, (including any Live Competition Requirements) and by the contents of any releases or affidavits entered into as required by these Official Rules.
- b) Except to the extent prohibited by law, Sponsor and its designees may use, copy, publish, videotape, broadcast, distribute and otherwise publicly display all elements of the Band's Creative Materials and video or audio recordings made of the Band's performances during the Contest, including the Performance Video and any Finalist Performance, as well as the Band's name and each Band Member's name, address [city and state/province], biographical information, statements, voice, photograph and other likeness, in whole or in part, in any and all media either now or hereafter known, in perpetuity throughout the universe, solely in connection with advertising and promoting the Sponsor (and its products and services), the Contest Entities (and their products and services), the Performance Video, the Finalist Performance, or conducting this Contest, without notification and without compensation of any kind to the Band, any Band Member or any third party. Sponsor reserves all rights in perpetuity, including without limitation, the right to reproduce, alter, amend, edit, modify, crop and use the Creative Materials and recordings made of the Band's performances during the Contest, including the Performance Video and any Finalist Performance in connection with conducting this Contest or advertising and promoting the Sponsor, the Contest Entities, the Performance Video and/or the Finalist Performance.
- c) Sponsor does not undertake to consider the Creative Materials in confidence and Sponsor has not made any prior inducements, promises or representations to the Band Member(s) or Band(s) regarding the Creative Materials other than as set forth in the Official Rules.
- d) Participation by each competing Band in this Contest, and the accompanying submission of each Band's Creative Materials to Sponsor, shall in no way limit or restrict Sponsor's rights with respect to, or the use of, Creative Materials submitted by other Bands or Band Members, or otherwise independently developed, created or used by Sponsor, both prior to and after the submission of each Band's Creative Materials herein, and Sponsor shall have no obligations to each Band and Band Member with respect to such other Creative Materials. Accordingly, each competing Band and Band Member acknowledges that Sponsor's use of other material containing elements similar to or identical with those contained in the Band's Creative Materials shall not entitle the competing Band or Band Member to any compensation if Sponsor has an independent right to use such other materials.

15. **GENERAL PRIZE RESTRICTIONS/CONDITIONS:** Each Band Member of a potential Finalist Band must be in possession of a valid passport by the deadline established in these Official Rules for the applicable prize and have any other necessary travel documents (including required visas), and have no restrictions on his/her ability to travel as contemplated herein. Sponsor reserves the right to disqualify any Finalist Band in which all Band Members do not have a valid passport by the established deadline. Sponsor will not be responsible if any Band Member of a Finalist Band is denied entry into the United States, or re-entry to his/her country of residence for any reason whatsoever. In such case, any additional expenses incurred will be the sole responsibility of the applicable Band Member. If any Band Member of a Finalist Band is denied entry into the United States, then the Finalist Band may be disqualified, and the trip portion of the Finalist Prize may be forfeited, in whole or in part, at Sponsor's sole and absolute discretion. Sponsor may assist in securing certain travel documents, including visas, but each Band Member of the Finalist Band must adhere, comply and submit all required documents in a timely manner in order to secure lawful air transportation to and from New York, New York, U.S.A. The Finalist Prize may be forfeited, in whole or in part, at Sponsor's sole and absolute discretion, in the event a Band or any of its members, staff or representatives fail to cooperate with Sponsor regarding the planning and production of the Finalist Prize trip or Finalist Performance. Scheduled activities are subject to change. Sponsor reserves the right to change/add components to the travel schedule and the Finalist Performance. Airfare and hotel accommodations are at the sole and absolute discretion of Sponsor. Each Band Member of a Finalist Band must arrange travel with Sponsor's agent at least twenty-five (25) calendar days in advance of the departure date specified by Sponsor. All meals, taxes, gratuities, insurance, incidentals (including mini-bar and entertainment expenses), phone charges, transportation between the airport and each Band Member's residence, and other expenses not specifically identified in these Official Rules are the sole responsibility of each Band Member. Each Band Member of the Finalist Band must comply with all hotel check-in requirements, including but not limited to the presentation of a major credit card. All elements of the Grand Prize are subject to availability. Sponsor is not responsible for cancellations of a Finalist Performance, scheduled events or travel that is beyond its control, including force majeure events such as acts of God, fire, floods, volcanic disturbances, extreme weather including but not limited to hurricanes, earthquakes, blizzards, tornados, war, terrorism or threats of terrorism, government regulation, civil disobedience, disaster, or other casualty, strikes or threat of strikes, power outage, or similar causes beyond the control of Sponsor making it illegal, impossible, or commercially impracticable for Sponsor to provide its obligations under the Official Rules. In the event that any element of a prize is not available (including the Finalist Performance), then all other prize elements will still be offered (or substitutions for a destination may be scheduled) and no compensation will be due the prize winner or any Band Member for the unavailable element(s). No transfer, substitution, or cash equivalent for any element of a prize is allowed, except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute a prize or prize element of equal or greater monetary value (whether in cash or otherwise) if a prize or prize element cannot be awarded as described for any reason. If any prize is returned as undeliverable or is forfeited or refused, this may result in disqualification and an alternate winner may be selected as a potential winner, if time permits.
16. **CONTEST CONDITIONS:** If one or more Band Members of a Finalist Band cannot travel, or refuses to travel, to the United States, or does not comply with the Official Rules (including any Live Competition Requirements), then the entire Finalist Prize Winner Band may be disqualified in the sole and absolute discretion of Sponsor. By participating in the Contest, each Band and each Band Member agrees: (a) That only the laws of the United States and the State of Florida (without regard to choice of law principles) shall be applicable to this Contest and their participation in this Contest, regardless of the country of origin or residence of the Band and/or each of its Band Members; (b) To be bound by these Official Rules and any other documents required by Sponsor (including, without limitation, the Entry Form and any releases and affidavits required) and by the decisions of Sponsor, any Local Contest Administrator, and any judges herein, and to waive any right to claim ambiguity in this Contest, the Official Rules (including any Live Competition Requirements) or any other documents required by Sponsor (including, without limitation, the Entry Form and any required releases and affidavits); (c) To indemnify, defend and hold harmless the Contest Entities, and their respective officers, directors, employees, shareholders, representatives and agents (collectively, the "**Released Parties**") from any and all liability, claims, losses, damages, demands, causes of action, penalties and expenses (including reasonable attorneys' fees) arising out of or related to any statement, action or failure to act by the Band, any Band Member or any member of the Band not competing in the Contest, or any person affiliated with the Band (collectively, "**Non-Contestant**") during or in connection with the Band's or Band Member's participation in the Contest, and/or any breach or alleged breach of these Official Rules or of any other documents required by Sponsor or related to the Creative Materials or any use thereof; and (d) Not to sue and to irrevocably and unconditionally release, waive and forever discharge the Released Parties from any and all liabilities,

claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which the Band, any Band Member or any Non-Contestant (or any of their successors-in-interest, heirs and/or agents) ever had, now have, or in the future may have against the Released Parties, including, but not limited to claims arising out of or related to personal injury (including death) and/or damage, theft, loss or any other harm resulting in whole or in part, directly or indirectly, from participation in the Contest or any Contest-related activity (including but not limited to the trip or any Finalist Performance), the acceptance, possession, misuse, improper awarding, failure to award, or use of a prize, and/or the use of any of the rights granted herein (including, without limitation, the use and exploitation of the Creative Materials and any other videos and recordings made of the Band's performances during the Contest, including the Performance Video or during the Finalist Performance, and each Band's name, Band Member's name, address [city and state/province], biographical information, statements, voice, photograph and/or other likeness).

17. **LIMITATIONS OF LIABILITY:** Contest Entities are not responsible for illegible, garbled, corrupted, damaged, lost, late, misdirected, undeliverable or incomplete Entry Forms, Creative Materials, Audition Songs, or online votes, whether due to system errors, human errors or failures, or faulty transmissions or other telecommunications or other types of malfunctions or interferences, and/or for online votes not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system or human errors and failures, or faulty transmissions, or as a result of any other error or problem of any kind relating to or in connection with this Contest, whether technical, mechanical, typographical, printing, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Contest, the collection and processing of the Entry Forms, Creative Materials, Audition Songs, and/or the judging of the Contest, voting, the announcement of a prize winner, the production of Performance Videos, or in any Contest-related materials. Sponsor may prohibit a Band or Band Member from participating in the Contest or winning a prize if, in its sole and absolute discretion, it determines that said Band or Band Member, or anyone acting in concert with such Band or Band Member, is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or unfair voting or judging practices, or intending to annoy, abuse, threaten or harass any other entrants, any judges or Sponsor's representatives. If for any reason any portion of this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify or suspend the Contest and select the potential winning Bands either by means of (i) those eligible votes or judges' scores (as applicable) received up to the cancellation/suspension date or (ii) Sponsor's sole and absolute discretion. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANYONE ELSE TO DELIBERATELY DAMAGE ANY WEBSITE, SOCIAL MEDIA SITE OR HYPERLINKS RELATED TO THIS CONTEST OR A BAND'S PARTICIPATION IN THIS CONTEST, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST, MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.
18. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules, or of any Entry Form, release or any other document required herein, shall not affect the validity or enforceability of any other remaining provisions. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules (and the Entry Form, release or any other document, as applicable) shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. All Live Competition Requirements are incorporated in these Official Rules as though set forth in full. These Official Rules (including any Live Competition Requirements) and any other documents required by Sponsor constitute the entire understanding and agreement between each Band, Band Member and Sponsor. No other agreement, written or oral, express or implied exists between each Band or Band Member and Sponsor with respect to the Creative Materials, Official Rules or this Contest. Any modification, waiver or termination of the provisions of these Official Rules or such other documents must be authorized in writing by Sponsor. In the event of a discrepancy or conflict between the terms of the Entry Form or any Live Competition Requirements and these Official Rules, these Official Rules shall govern. Although these Official Rules, (including any Live Competition Requirements) may be available in multiple languages at the discretion of any applicable Participating Location, the English version of these Official Rules shall prevail in the event of any conflict or difference between the English version and any version in another language. Sponsor reserves the right, in its sole and absolute discretion, to

change, add to, delete from, modify or amend these Official Rules (including any Live Competition Requirements) at any time. All decisions of the Sponsor are final and binding.

19. **PERSONAL INFORMATION:** By entering the Contest, each Band and each Band Member consents to the collection, use and disclosure of its/his/her personal information collected in connection with the Contest by Sponsor and its authorized agents and representatives for the purposes of administering this Contest. Except to the extent prohibited by applicable law, each Band and Band Member also agrees to the use in perpetuity of such Band's and Band Member's name, address [city and state/province], biographical information, statements, voice, photograph and/or other likeness, on any website or social media platform related to the Sponsor, at the Finalist Performance, in any Performance Video, and otherwise in connection with conducting or promoting the Contest, the Finalist Performance, and Contest Entities, without further notice or compensation. It is agreed that all personal information collected during the course of the Contest may be transferred to the U.S.A. for the purposes set forth herein. For information about how your personal information is managed and your applicable rights relating thereto, including the applicability of EU/US Privacy Shield framework to transfers from the European Union, please see <http://www.hardrock.com/privacy/privacy.aspx>.
20. **DISPUTES:** Except where prohibited, each Band and each Band Member agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate Federal or state courts located in Broward County in the State of Florida, USA; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will any Band or Band Member be permitted to obtain awards for, and each Band and Band Member hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses against any of the Contest Entities. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of each Band, Band Member and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.
21. **RULES/WINNERS LIST:** To view the most up-to-date version of the Official Rules or obtain a list of the winners, email [customer\\_care@hardock.com](mailto:customer_care@hardock.com) and request the 2019 Battle of the Bands Mashup Contest Official Rules or Winners List. Please specify "Rules" or "Winners List". The complete winners list will be available on or about June 25, 2019.
22. **SPONSOR:** Hard Rock Cafe International (USA), Inc., 5701 Stirling Road, Davie, FL 32835 U.S.A. ("**Sponsor**").
23. **CONTEST ADMINISTRATOR:** Infrared, 3585 Hayden Avenue, Culver City, California, 90232 U.S.A.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social media platform. You are providing your information to Hard Rock Cafe International (USA) Inc. and not to Facebook, Instagram or any other social media platform. The information you provide will only be used in accordance with the Official Rules of this Contest.