

Hard Rock's Ambassadors of Rock® Battle of the Bands

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 Hard Rock's Ambassadors of Rock® Battle of the Bands contest ("Contest") begins February 25, 2010 and ends June 6, 2010 ("Contest Period"). Each Local Competition Site (as defined below) will establish its own local entry deadline ("Entry Deadline") for the receipt of each Band's fully completed Entry Materials (as defined below). Please contact your Local Competition Site for details regarding the Entry Deadline for all Entry Materials (including your Entry Form and Audition Files). Entry Materials received after the Entry Deadline will not be eligible to compete and will be disqualified. The list of participating Hard Rock Cafe locations (each a "Participating Location") is as follows:

UNITED STATES:

Atlanta, GA

Biloxi, MS

Boston, MA

Chicago, IL

Denver, CO

Detroit, MI

Hollywood, CA

Hollywood, FL

Honolulu, HI

Houston, TX

Indianapolis, IN

Las Vegas, NV

Louisville, KY

Orlando, FL

Memphis, TN

Myrtle Beach, SC

Nashville, TN

New York, NY

Niagara Falls, NY

Philadelphia, PA

Pittsburgh, PA

San Antonio, TX

San Diego, CA

Seattle, WA

St. Louis, MO

CANADA:

Toronto, ON

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

2. **ELIGIBILITY:** At all times during the Contest Period and up through the conclusion of the Grand Prize Performance (as defined herein), to be eligible to compete in the Contest, win any prize, or participate in the Grand Prize Performance, each entrant must
- Be a permanent lawful resident of one of the fifty (50) United States, the District of Columbia, or Canada (except the province of Quebec);
 - Be 18 years of age or older;
 - Compete in the Contest as a member of a band named in an Entry Form in which all of the members are eligible to enter this Contest ("Band"). Each Band must consist of at least two (2) members and no more than six (6) members, each of whom must be an eligible entrant. In the event any member of a Band is disqualified, then the entire Band will be disqualified.
 - Not** be an employee, officer or director of Hard Rock Cafe International (USA), Inc. ("**Sponsor**"), a participating Hard Rock Cafe location, RPMC, LLC., ("**Contest Administrator**"), any judges in this Contest (except On-Line Judges), or any of their respective affiliated, parent, or subsidiary companies, or their advertising or promotion agencies, (collectively, the "**Contest Entities**"), and **not** be a member of the immediate family (parents, children, siblings and spouses, regardless of where they reside) or household (whether related or not), of any such employees, officers or directors. Contest is void in the Province of Quebec and in all areas outside of the areas indicated above, and where prohibited or restricted by law.
 - Not** have won a Grand Prize in any previous Hard Rock's Ambassadors of Rock® Battle of the Bands Contest.

Eligibility will be determined by Sponsor in its sole and absolute discretion.

3. **HOW TO ENTER:** To enter:

- First, visit Hardrock.com (the "**Website**") and click on the Contest link or banner to receive details on the Contest. Be sure to carefully review the Official Rules of the Contest (including all instructions on performance conditions/restrictions and judging criteria). Then, print out the official Entry Form from the Website. (You may also visit your local participating Hard Rock Cafe location where you can obtain an Entry Form and the Official Rules.) See Rule 3(c) below for restrictions on the selection of a Local Competition Site. The Entry Form consists of a) information about each Band member and the Band, b) a

declaration/affidavit of eligibility by each Band member, and c) a rights/publicity/liability release (collectively, the **"Entry Form"**). The Entry Form must be completed in full by the entrants themselves.

- b) **Each and every entrant Band member** must then sign the Entry Form. Only those entrants who, as a named member of the Band, have fully completed, signed and returned the Entry Form together with the Audition Files (as described in Rule 3(f) below) to an eligible Local Competition Site by the Entry Deadline will be eligible to compete in the Contest and be eligible for any prize, including the opportunity to participate in the Grand Prize Performance. Each Band must identify one (1) representative (the **"Band Administrator"**) on the Entry Form who will be the contact person for the Band in all matters related to this Contest and who shall also have authority to act on behalf of the Band. Although each entrant must be 18 years of age or older to enter this Contest, if a Band member is deemed a minor in his/her state or province of residence, then the parent/legal guardian of such minor must sign any documents required herein on behalf of such minor and such Band member can not serve as the Band Administrator.
- c) The Band must compete at a participating Hard Rock Cafe location that is closer to at least one Band member's residence than any other Participating Location (your **"Local Competition Site"**). For example, if all Band members reside in Los Angeles, you may only enter in Los Angeles. If different Band members reside in Los Angeles, Chicago and Denver, you may enter either in Los Angeles, Chicago or Denver. **However, you may not enter at more than one Participating Location.** Once any Entry Materials are submitted to your Local Competition Site, then the Band may only compete at that Local Competition Site and no other.
- d) Once the Entry Form has been fully completed and signed by all Band members, return the Entry Form together with the Band's Audition Files (as described below) (collectively, the **"Entry Materials"**) by the Entry Deadline to the location specified by the administrator at your Local Competition Site (**"Local Contest Administrator"**). All Entry Materials must be completed and submitted together prior to the Entry Deadline. Failure to i) fully complete the Entry Form, ii) have the Entry Form signed by all Band members, iii) meet the requirements for the Audition Files, or iv) return the completed Entry Materials by the applicable 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 entrant may be disqualified at Sponsor's sole and absolute discretion.
- e) **There is a limit of one entry per Band and per person/Band member.** If more than one Entry Form is received from the same Band, or an entrant appears on more than one Entry Form, then the applicable Band(s) and Band member(s) will be disqualified.
- f) Your **"Audition Files"** must be audio recordings of two (2) **original** songs that were written and performed solely by Band members who appear on the Entry Form. The audio recording must be submitted in Audio CD or MP3 format. No video submissions or other formats will be accepted. All recordings submitted will not be returned, so be sure to keep a copy of your audio recording.

4. GENERAL REQUIREMENTS:

- a) Each Band, and each of its respective entrant Band members, agree, warrant and represent that:
 - i. Any songs submitted and performed in conjunction with the Contest which are to be judged or performed during any Grand Prize Performance (collectively, the **"Judged Materials"**) are the original work of the Band or one or more of the Band members i.e., the Band or one or more of the Band members owns and controls all right, title and interest, including copyright, in and to the lyrics, music, arrangement and composition of such songs. (The Band may perform other songs that will not be judged and those songs do not have to be the original works of the Band i.e., they can be cover songs.);
 - ii. All persons having any rights, title and/or interest whatsoever with respect to any of the Judged Materials, or any elements thereof, or any other lyrics, music, arrangement, composition, or song performed during the Contest that is not judged (**"Other Materials"**), have authorized the submission, public performance and other use of such materials by the Band in this Contest, and have waived any applicable moral rights in such materials in favor of the entrant Band and/or Band members. The Judged Materials and Other Materials are referred to herein collectively as the **"Creative Materials"**; and

iii. The use of Creative Materials as 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.

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 at its sole and absolute discretion to request proof in writing of any necessary authorizations, assignments or waivers required herein.

- b) Creative Materials may not contain "sampling" from other songs, music, sound effects, or any other elements over which the Band and its Band members do not have all necessary rights, title and interest, including copyright.
- c) Creative Materials and Band names must be in keeping with Sponsor's positive image. Without limitation, Creative Materials that are deemed by Sponsor, in its sole and absolute discretion, to be or to contain profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous content, or which encourages unlawful behavior, or which is hateful, or which is racially, ethnically or otherwise offensive or objectionable, or which portrays the Sponsor in a negative fashion, may be disqualified. **THIS REQUIREMENT IS STRICTLY ENFORCED. NO PROFANITY MAY APPEAR IN OR BE HEARD ON ANY CREATIVE MATERIALS.**
- d) Creative Materials, Entry Materials and Band names must not include brand names, trade-marks, trade names, logos or the intellectual property of any third parties.
- e) 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.
- f) 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 the 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. SELECTION OF PERFORMING BANDS:

- a) By April 5, 2010, a panel of qualified judges selected for each participating Hard Rock Cafe location by that location's Local Contest Administrator in his/her sole and absolute discretion (collectively, the "**Qualification Judges**") will judge the Audition Files submitted by entrants to determine which Bands will qualify to perform at that Participating Location and compete in the Contest. The Qualification Judges will judge each song on the Audition Files according to the following judging criteria and with the following weight given to each such criterion: 1) Musicianship (50%); 2) Voice Talent (30%); 3) Originality (20%).
- b) Each Local Contest Administrator may determine, in his/her sole and absolute discretion, the number of Bands that will qualify to compete in the Contest at that Participating Location. Once that number is determined by each Local Contest Administrator, then the eligible Bands at that Participating Location will be selected based on the highest total scores awarded to the Bands by the Qualification Judges using the criteria set forth above. Each Band selected to compete at each Participating Location shall be deemed a "**Performing Band**". The decisions of the Qualification Judges and each Local Contest Administrator relating to the selection of each Performing Band are final and binding. In the event of a tie, the Band from among the tied entries with the highest cumulative score in the first judging criterion described above (i.e. Musicianship) will be declared a Performing Band. In the event of a tie using the tie-breaking criterion, the Performing Band shall be selected by the Qualification Judges, in their sole and absolute discretion. In the event it is determined that any potential Performing Band or Performing 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 cumulative score (but which was not previously selected as a Performing Band) as a Performing Band instead. In the event of a tie in such instance, the tie breaking criteria described above may be utilized. The odds of being declared a Performing Band depend on the number of Bands competing at each Participating Location and the skill of each Band and its members.

6. SELECTION OF LOCAL FINALISTS:

- a) The Local Contest Administrator at each Participating Location will conduct a competition amongst all Performing Bands eligible to compete at that Participating Location in order to determine the Band that will be named the Local Finalist (the

"Local Competition"). The Local Competition may consist of one (1) or more qualifying events as well as a finals event, and will take place on such dates and at such times as are established by the Local Contest Administrator. The Local Contest Administrator will advise the Band Administrator of each Performing Band of any and all Local Competition requirements (including but not limited to the competition format, the number of songs to be performed, the number of performances, and the schedule for the competition, collectively, the **"Local Competition Requirements"**). Should a Performing Band fail to comply with all such Local Competition Requirements, or fail to appear for the Local Competition on such date(s) and at such time(s) as established by the Local Contest Administrator, then such Performing Band shall be disqualified.

- b) Each Local Competition using qualifying events will establish its own format for the competition whereby the winning Band in each qualifying event may continue on to compete in one or more additional qualifying events or in the finals event for that location, all as determined by the Local Contest Administrator in its sole and absolute discretion. If your Band does not win its qualifying event, your Band cannot continue on to compete in one or more additional qualifying events or move on to compete in the finals event for your location, even if your score is higher than the one obtained by a another Band at a different qualifying event at your same location. During each qualifying event for each Local Competition, each Performing Band will perform such number of songs as may be required by the Local Contest Administrator. However, only two song performances will be judged. The Band will select two original songs from those performed during the qualifying event to be judged (**"Judged Songs"**) and will advise the Local Contest Administrator, by the deadline established by the Local Contest Administrator, of the songs on which it wishes to be judged. The two Judged Songs will be judged by a panel of qualified judges (which may include professionals in the music, radio or recording industry and members of the general public) to be selected by the Local Contest Administrator in its sole and absolute discretion (collectively, the **"Local Judges"**). The persons serving as Local Judges for any qualifying event or finals event are subject to change at the Local Contest Administrator's sole and absolute discretion. The Local Judges will judge the two Judged Songs according to the following judging criteria and with the following weight given to each such criterion (the **"Judging Criteria"**): 1) Musicianship (30%); 2) Voice Talent (20%); 3) Originality (20%) 4) Stage Presence (20%) and Fan Reaction/Appeal (10%). The one (1) Band at each Participating Location with the highest total score at each qualifying event, as determined by the Local Judges in their sole and absolute discretion using the Judging Criteria, will be named the winner of such qualifying event and will continue on to compete in one or more additional qualifying events or in the finals event for that location, as determined by the Local Contest Administrator in its sole and absolute discretion. The odds of being named the winner of a qualifying event or continuing on to compete in the finals event for a location depend on the number of Bands competing, the number of qualifying events, and the skill of each Band and its Band members. In the event of a tie at a particular qualifying event, the Band from among the tied entries with the highest cumulative score in the first judging criterion described above will be named the winner of the qualifying event. In the event of a tie using the tie-breaking criterion, the Local Judges will select the winner of the qualifying event in their sole and absolute discretion. The decisions of the Local Judges relating to the selection of the winner of a qualifying event 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 cumulative score at the qualifying event as the winner of the qualifying event. In the event of a tie in such instance, the tie breaking criteria described above may be utilized.
- c) During the finals event for each Local Competition, each Performing Band will perform such number of songs as may be required by the Local Contest Administrator. However, only two song performances will be judged. The Band will select two original songs from those performed during the finals event to be judged (also **"Judged Songs"**) and will advise the Local Contest Administrator, by the deadline established by the Local Contest Administrator, of the songs on which it wishes to be judged. The two Judged Songs will be judged by the Local Judges. The Local Judges will judge the two Judged Songs according to the Judging Criteria (as defined above). The one (1) Band at each Participating Location with the highest total score at the finals event, as determined by the Local Judges in their sole and absolute discretion using the Judging Criteria, will be declared the Local Finalist for that Participating Location (a **"Local Finalist"**). The odds of being declared a Local Finalist depend on the number of Bands competing during the finals event at each Participating Location and the skill of each Band and its Band members. No more than one (1) Local Finalist will be named at each Participating Location. In the event of a tie, the Band from among the tied entries in the finals event with the highest cumulative score in the first judging criterion described above will be declared the Local Finalist. In the event of a tie using the tie-breaking criterion, the Local Finalist shall be selected by the Local Judges, in their sole and absolute discretion. The decisions of the Local Judges relating to the selection of each Local Finalist are final and binding. In the event it is determined that any potential Local Finalist 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 as the Local Finalist the Band competing in the finals event receiving the next highest cumulative score. In the event of a tie in such instance, the tie breaking criteria described above may be utilized.

- d) During the finals event for each Local Competition, the performance of the Judged Songs (and perhaps other performances) will be video-recorded by representatives of the Local Contest Administrator. **ONLY ELIGIBLE BAND MEMBERS WHO SIGNED AND RETURNED AN ENTRY FORM MAY APPEAR IN EACH VIDEO RECORDING.** No other performers, animals or people, including identifiable members of the audience, may be seen in the video recording. If more than six (6) performers appear in the video, the Band may be disqualified.

7. SELECTION OF NATIONAL SEMI-FINALISTS:

Upon the conclusion of each Local Competition, the video recording of each Local Finalist's single Judged Song with the highest total score (or in the event of a tie, the one with the highest musicianship score) (the "**Video**") shall be forwarded by the Local Contest Administrator to a panel of qualified judges (which may include expert music staff employed by or associated with Sponsor) selected by Sponsor in its sole and absolute discretion (collectively, the "**Hard Rock Judges**"). On or about May 10, 2010 through May 13, 2010, the Hard Rock Judges will use the Judging Criteria to judge the song performance on each Local Finalist Video and select (in their sole and absolute discretion) a minimum of 15 and up to a maximum of 20 Local Finalists with the highest scores to be named as National Semi-Finalists (each a "**National Semi-Finalist**"). The odds of being declared a National Semi-Finalist depend on the number of National Semi-Finalists selected, the number of Local Finalists competing, and the skill of each Band and its 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 (i.e., Musicianship) will be declared a National Semi-Finalist. In the event of a tie using the tie-breaking criterion, the National Semi-Finalist shall be selected by the Hard Rock Judges, in their sole and absolute discretion. The decisions of the Hard Rock Judges relating to the selection of each National Semi-Finalist are final and binding. In the event it is determined that any potential National Semi-Finalist 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 as a National Semi-Finalist the Band receiving the next highest cumulative score. In the event of a tie in such instance, the tie breaking criteria described above may be utilized.

8. SELECTION OF NATIONAL FINALISTS:

On or about May 14, 2010 through May 20, 2010, a panel of qualified judges (which may include celebrities and guest judges) selected by Sponsor in its sole and absolute discretion (collectively, the "**Celebrity Judges**") will use the Judging Criteria to judge the same song performance on the Video that was used at the National Semi-Finalist judging and select (in their sole and absolute discretion) a minimum of 5 and up to a maximum of 10 National Semi-Finalists with the highest scores to be named as National Finalists (each a "**National Finalist**"). The odds of being declared a National Finalist depend on the number of National Finalists selected, the number of National Semi-Finalists competing, and 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 (i.e., Musicianship) will be declared a National Finalist. In the event of a tie using the tie-breaking criterion, the National Finalist shall be selected by the Celebrity Judges, in their sole and absolute discretion. The decisions of the Celebrity Judges relating to the selection of each National Finalist are final. In the event it is determined that any potential National Finalist 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 as a National Finalist the Band receiving the next highest cumulative score. In the event of a tie in such instance, the tie breaking criteria described above may be utilized.

9. SELECTION OF THE GRAND PRIZE WINNING BAND:

During the period from 3:00 p.m. (Eastern Daylight Time ["EDT"]) on May 25, 2010 until 11:59 p.m. EDT on June 6, 2010 (the "**Judging Period**"), the Video of each National Finalist Band will be posted on the Website for viewing and for judging by visitors to the Website ("**Online Judges**"). The Online Judges will vote for their favorite Band and the National Finalist Band receiving the highest number of valid votes on the Website during the Judging Period will be named the potential Grand Prize winning Band, subject to eligibility requirements set forth herein and compliance with the Official Rules. A valid email address and IP address is required in order to vote. Votes generated by invalid email addresses or IP addresses will be disqualified. Automated votes are prohibited. There is a limit of one (1) vote per Online Judge, per email address and per IP address. Any votes exceeding that limit will be disqualified. The odds of being declared a Grand Prize winner depend on the number of National Finalists competing, and the skill of each National Finalist and its Band members. In the event of a tie, the Grand Prize winner shall be selected by the Sponsor, in its sole and absolute discretion. The eligible votes cast by the Online Judges and the decisions of the Sponsor relating to the selection of the Grand Prize winner are final and binding. In the event it is determined that any potential Grand Prize winning Band or Band member is ineligible or is subject to disqualification for any reason, then the Band will be disqualified and the Sponsor, at its sole and absolute discretion, may elect to name the Band receiving the next highest number of valid votes as the potential Grand Prize winner.

10. **NOTIFICATION:** If any Band is named as a potential Performing Band, Local Finalist, National Semi-Finalist, National Finalist or Grand Prize winner and the Band Administrator cannot be reached by telephone within twenty-four (24) hours from the first notification attempt, then such Band may be disqualified and the Sponsor, at its sole and absolute discretion, may elect another competing Band with the next highest score (or number of votes) may be chosen instead.
11. **PRIZE: One (1) Grand Prize:** A trip to London, England for each member of the Grand Prize winning Band named in the Entry Form (up to six (6) such members) and the opportunity for the Band to perform (the "**Grand Prize Performance**") at the 2010 Hard Rock Calling Festival in Hyde Park, England (the "**Concert**"). **To participate in the trip and the Grand Prize Performance each Band member must have a valid passport at the time of Website voting.** Trip consists of the following components for each Band member: Round-trip coach air transportation from the major international airport gateway selected by the Band to London, England (all Band members must travel on the same itinerary, depart from and return to the same location, and provide their own transportation to the departure airport); four (4) nights first-class hotel accommodations in London (up to three rooms - double occupancy in each room); breakfast daily at the hotel; tickets to the 2010 Hard Rock Calling Festival for three (3) days; round-trip ground transportation between airport and hotel in London (including equipment), and US\$300.00 spending money for each Band member. (Approximate Retail Value ["ARV"] US\$4,430.00 for each Band member.) Band members are responsible for shipping their own equipment to London. The date, time, length and other specific requirements for the Grand Prize Performance will be determined by Sponsor in its sole and absolute discretion. Each Band member of the Grand Prize winner may be required to sign additional publicity/liability/rights releases before participating in the Grand Prize Performance. **Travel must take place during the period of June 23 – June 28, 2010, or on such other dates as may be specified by Sponsor.** Actual value may vary depending on departure location, booking date, number of Band members, fares at the time of travel and other factors. The Grand Prize winning Band is not entitled to the difference, if any, between the stated and the actual Grand Prize value. The Grand Prize winning Band may be disqualified and the Grand Prize may be forfeited in the event that any Band member of the Grand Prize Winner 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. If any member of the Grand Prize winning Band is a legal resident of Canada (i.e. "**Canadian Winner**") and Sponsor is required to withhold U.S. federal withholding tax from the Grand Prize (and pay such amount directly to the United States Internal Revenue Service), then Sponsor will provide an additional tax payment assistance award ("**International Tax Assistance Award**") with respect to each such Canadian Winner for use in payment of his/her U.S. federal withholding tax. The amount of such International Tax Assistance Award for this Grand Prize will be equal to that amount required to be withheld by Sponsor under U.S. federal tax laws and regulations, up to a maximum of US\$1,898.57 for each Canadian Winner. In the event a Canadian Winner is awarded this prize, the individual ARV for this prize (including the maximum International Tax Assistance Award) will be US\$6,328.57. Notwithstanding the International Tax Assistance Award, each Canadian Winner shall be solely responsible for the payment of any taxes due as a result of winning this prize. The maximum total approximate retail value of all prizes (without Tax Assistance Awards) is US\$26,580.00. The maximum total approximate retail value of all prizes (including all Tax Assistance Awards) is US\$37,971.39. All prize values are in U.S. dollars.
12. **USE/OWNERSHIP:** With respect to the use and ownership of all Creative Materials, 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 and by the contents of any releases entered into as required by these Official Rules.
 - b) Except to the extent prohibited by law, by participating in the Contest, each Band member agrees that: i) Sponsor and its designees may use, copy, publish, videotape, broadcast, distribute and otherwise publicly display all elements of his/her Creative Materials, the Video, and any other videos and recordings made of the Band's performances during the competition and the Grand Prize performance, as well as 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, promoting and conducting this Contest and the Concert, without notification and without compensation of any kind to entrant or any third party. Sponsor reserves all rights, including without limitation, the right to reproduce, alter, amend, edit, modify, crop and use the Creative Materials, the Video, and any other videos and recordings made of the Band's performances during the competition and the Grand Prize performance in connection with advertising, promoting and conducting this Contest and the Concert.

- 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 entrant 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 developed, created or used by Sponsor, both prior to and after the submission of each entrant'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 entrant'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.

13. **GENERAL PRIZE RESTRICTIONS/CONDITIONS:** Each Band member of the potential Grand Prize winning Band must be in possession of a valid passport at the time of Website voting, and any other necessary travel documents, and have no restrictions on his/her ability to travel as contemplated herein. Sponsor reserves the right to disqualify any Finalist in which all Band members do not have a valid passport at the time of Website voting. Sponsor will not be responsible if any Band member is denied entry into the United Kingdom, or re-entry to his/her country of residence. In such case, any additional expenses incurred will be the sole responsibility of the applicable Band member and the Grand Prize winning Band may be disqualified, and the Grand Prize may be forfeited, in whole or in part. Scheduled activities are subject to change. Sponsor reserves the right to change/add components to the travel schedule and the Concert. Airfare and hotel accommodations are at the sole and absolute discretion of Sponsor. Each Band member must arrange travel with Sponsor's agent at least fifteen (15) 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 must comply with all hotel check-in requirements, including but not limited to the presentation of a major credit card. All elements of the trip are subject to availability. Sponsor is not responsible for Concert, event or travel cancellations beyond its control. In the event that any element is not available (including the Grand Prize Performance), then all other trip elements will still be offered and no compensation will be due each Band member. No transfer, substitution, or cash equivalent for the Grand 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 a prize is returned as undeliverable or is forfeited or refused, this may result in disqualification and an alternate Band may be selected, if time permits. 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 Grand Prize winning Band member's award, acceptance or use of a prize arising from this Contest will be the sole responsibility of each Band member.

14. **CONTEST CONDITIONS:** If one or more Band members cannot travel during the period of June 23 – June 28, 2010 (or such other dates as are selected by Sponsor), or do not comply with the Official Rules, then the entire Band may be disqualified. This Contest is subject solely to the applicable federal, state and local laws of the United States. By participating, entrants agree that only the laws of the United States shall be applicable to this Contest and their participation in this Contest. By participating, each Band member agrees: (i) to be bound by these Official Rules and any other documents required by Sponsor (including, without limitation, the Entry Form and any releases required) and by the decisions of Sponsor, the Local Contest Administrator, the Qualification Judges, the Hard Rock Judges, the Celebrity Judges, the Online Judges, and the Contest Administrator, and to waive any right to claim ambiguity in this Contest, the Official Rules or any other documents required by Sponsor (including, without limitation, the Entry Form and any releases), (ii) 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 member during or in connection with the 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 including any use thereof and, (iii) 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 Band member (or Band member's 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 Grand

Prize Performance), the acceptance, possession, misuse 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, the Video, and any other videos and recordings made of the Band's performances during the competition and the Grand Prize performance, and each Band member's name, address [city and state/province], biographical information, statements, voice, photograph and/or other likeness).

15. **LIMITATIONS OF LIABILITY:** Contest Entities are not responsible for illegible, garbled, corrupted, damaged, lost, late, misdirected, undeliverable or incomplete Entry Forms, Videos or online votes (as applicable) 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 or Videos, and/or the judging of the Contest, the announcement of a prize 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 practices, or intending to annoy, abuse, threaten or harass any other entrants 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 at its sole and absolute discretion to cancel, terminate, modify or suspend the Contest and select the potential winning Band either from those eligible votes received up to the cancellation/suspension date or at Sponsor's sole and absolute discretion. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANYONE ELSE TO DELIBERATELY DAMAGE ANY CONTEST-RELATED WEBSITE 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 ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.
16. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules, or of any Entry Form, release or 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 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. These Official Rules and any other documents required by Sponsor constitute the entire understanding and agreement between each Band or Band member and Sponsor. No other agreement, written or oral, express or implied exists between each contestant and Sponsor with respect to the Creative Materials or this Contest. Any modification, waiver or termination of the provisions of these Official Rules or such other documents must be in writing and be signed by each Band member and Sponsor. In the event of a discrepancy or conflict between the terms of the Entry Form and these Official Rules, the Official Rules shall govern. Sponsor reserves the right, in its sole and absolute discretion, to change, add to, delete from, modify or amend these Official Rules at any time. All decisions of the Sponsor are final and binding.
17. **PERSONAL INFORMATION:** By entering the Contest, each Band member consents to the use and disclosure of his/her personal information collected in connection with the Contest by Sponsor and its authorized agents for the purposes of administering this Contest. Each Band member also agrees to the use of such Band member's name, address [city and state/province], biographical information, statements, voice, photograph and/or other likeness, in the Video, on the Website, at the Grand Prize Performance and otherwise in connection with conducting or promoting the Contest and/or the Concert, without further notice or compensation.
18. **RULES/WINNERS LIST:** To view the most up-to-date version of the Official Rules, please visit Hardrock.com. Or for an additional copy of these Official Rules by mail, send a self-addressed, stamped envelope to: Hard Rock's Ambassadors of Rock® Battle of the Bands Rules, P.O. Box 8991, Calabasas, CA 91372-8991 U.S.A. Residents of the State of Vermont and Canada may omit return postage. For a winners list please visit www.Hardrock.com or send a self-addressed, stamped envelope (residents of Canada may omit postage) to: Hard Rock's Ambassadors of Rock® Battle of the Bands Winners List, P.O. Box 8991, Calabasas, CA 91372-8991 U.S.A. Residents of Canada may omit return postage.
19. **SPONSOR:** Hard Rock Cafe International (USA), Inc., 6100 Old Park Lane, Orlando, FL 32835.
20. **CONTEST ADMINISTRATOR:** RPMC, LLC, 24013 Ventura Blvd., Calabasas, CA 91302.

