## BMI® Online Madness "Re-Produce Me!" Contest OFFICIAL RULES

NO PURCHASE NECESSARY: No purchase of any kind is necessary to enter or win the BMI Online Madness "Re-Produce Me!" Contest ("Contest").

<u>CONTEST SPONSORS</u>: The Contest is sponsored by Broadcast Music, Inc. ("BMI" or "Sponsor"). For more information about the Contest Sponsor, please contact BMI via e-mail at <u>rhill@bmi.com</u> or write or call BMI at 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, 212-220-3000.

This Contest is not sponsored, endorsed or administered by FACEBOOK or TWITTER, nor is FACEBOOK or TWITTER associated with the Contest in any way. Any questions, comments, or complaints regarding the Contest must be directed to the Sponsors and not to FACEBOOK or TWITTER.

<u>ELIGIBILITY</u>: All songwriters and composers contributing to, and artists and musicians performing on, any submission, must be at least 18 years of age, and a legal resident of the United States or the District of Columbia ("Territory"), at the time of the Entry. The Contest, and any web pages and advertising related to the promotion, are intended for viewing only within the United States and the District of Columbia. Void where prohibited.

The winning entrant must be able to make pro-tools files of the vocal tracks from the master recording available.

At least 1/3 of the underlying musical works recorded in any submission must be written by a BMI affiliated songwriter or composer, which means that at least 1/3 of the work was written or composed by songwriter or composer who has entered into an agreement with BMI pursuant to which the songwriter or composer has granted to BMI the right to license the public performing right in the musical compositions, and that songwriter or composer, or BMI, have not provided notice of cancellation or termination of the agreement. Additionally, the musical work in the submission must be registered with BMI by the BMI writer(s) on or before March 26, 2014.

All Entries must be received at or before 5:00pm EDT on March 26th, 2014. Entries submitted after the deadline will be discarded. There is a limit of one Entry per person. If more than one Entry is received from the same person, only the first entry will be considered.

Employees and agents of the Sponsor, including employees and agents of their respective affiliates, parent companies, or subsidiaries, and each such employees' and agents' immediate family (spouse, parent(s), siblings, children) and household members, are not eligible to enter or win this Contest.

ENTRY: You can enter the Contest by going to BMI's page on Facebook and clicking on the Contest tab, or by going to BMI's web site, and following the How to Enter instructions. You will need to send your demo by e-mail to <a href="mailto-onlinemadnessbmi@gmail.com">onlinemadnessbmi@gmail.com</a> ("Entry"), and include the following required information in the body of your email: song title, artist, band members or musicians (if applicable), songwriter(s)/composer(s) with performing rights affiliation, publisher(s) (if any), and record company(ies) (if any). Entries by any other method, or missing any of the required information, are void. The winning entrant must be able to make pro-tools files of the tracks from the master recording available for mixing.

The submission period begins at 5:00pm EDT on March 19th, 2014, and ends at 5:00pm EDT on March 26th, 2014 ("Submission Period"). Entries that are not received during the Submission Period will be discarded.

There is a limit of one Entry per person/e-mail address. If more than one Entry is received from the same person/e-mail address, only the first entry from that person/e-mail address will be considered.

If your Entry was written and/or recorded by one or more individuals other than yourself, you must obtain their permission before submitting your Entry. Your Entry cannot contain or refer to anyone else's name or likeness without express permission from such other person. Your Entry also cannot contain any illegal, offensive, or inappropriate content. BMI reserves the right to reject any Entry which, in the BMI's sole discretion, may be considered offensive to individuals of any race, ethnicity, religion, sexual orientation, or socioeconomic group, or may otherwise be inconsistent with the BMI's reputation and image. BMI also reserves the right to disqualify any entrant who, in its sole discretion, has tampered with, or attempted to tamper with, the entry process or the operation of the Contest, or has otherwise acted in violation of these Official Rules.

BMI has the right to conduct a background check of any and all records of the winning entrant, which he/she shall authorize. If a felony conviction is found, BMI has the right, in its sole discretion, to pay the winner a cash substitute for the prize.

By submitting an Entry, you, on behalf of the songwriters and composers contributing to, and the artists and musicians performing on, your Entry, are: (1) granting BMI, free of any charge, any and all rights that may be necessary to post your Entry on the BMI web site(s) in connection with the Contest and any other publicity related thereto; (2) granting BMI a perpetual, royalty free license to publish, digitize, store, distribute, use, exploit, adapt, display, transmit, promote, advertise, and publicize the Entry alone or as part of a group of entries; (3) accepting and agreeing to be bound by these Official Rules and the decisions of BMI regarding this Contest, which are final and binding in all respects; and (4) warranting and representing that: (a) you meet all of the above requirements for eligibility; (b) you have all rights necessary in and to the Entry, and the musical work performed in the Entry, and you have the authority to grant the Sponsor the right to use your Entry in connection with the Contest; and (c) you have complied with all of the terms and conditions of these Official Rules.

BMI is not responsible for entries that are not received before the deadline, or for any entries that are received but are inaccurate, incomplete, lost, misrouted, stolen, altered, destroyed or otherwise not in compliance with these Official Rules for any reason, including, but not limited

to: (1) the inability to access the Contest page; (2) technical malfunctions (e.g., communications line, computer equipment, and/or software failures); (3) computer programming errors; or (4) unauthorized access to the computer storage devices and/or servers on which entries are received and stored. BMI is also not responsible for any notices that may not be received by the entrants for any reason, including, but not limited to, undeliverable emails resulting from any form of e-mail filtering, insufficient space in the entrant's e-mail account to receive mail, or any other reason even if caused by the negligence of BMI or its employees or agents.

Entrants are subject to all notices posted online including, but not limited to, the terms of use and privacy policies on the web site.

By entering the Contest, you agree to indemnify and hold harmless BMI, its officers, directors, employees, agents, licensees, and assigns and any publisher or distributor of the Entry, from and against any and all claims, suits, damages and liabilities (including reasonable attorneys' fees) which are based on any claim of copyright infringement, right of publicity, invasion of privacy or unauthorized use.

JUDGING: Entries will be validated against the eligibility requirements and screened for illegal, offensive, or inappropriate content prior to judging. Ineligible, illegal, offensive, or inappropriate entries, as determined in the sole discretion of the judges, will be discarded. Mannie Fresh (the "Producer") will, in its sole discretion, select the top 5 entries from all Eligible entries ("Semi-Finalists"). The winner will be chosen from the Semi-Finalists by the Producer and a panel of BMI's employees ("Panel") who have agreed to use their independent judgment to select what they believe, in their sole discretion, is the best entry.

The winning entry will be announced on March 28, 2014. If the winner is ineligible, declines, forfeits, or otherwise fails to indicate his or her acceptance within 48 hours after Sponsor send the e-mail notification, BMI may offer the Prize to the entry that was judged to be the second best entry by the Panel. If no eligible entrant can be identified by 5:00 pm EDT on April 4th, 2014, no Prize will be awarded.

<u>PRIZE DETAILS</u>: The winner of the Contest will have their song professionally re-produced and mixed by the Producer.

The approximate retail value of the prize package is \$15,000. No cash or other substitution, assignment, or transfer of all or any portion of the prize is permitted. The prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

You understand and agree that the prize includes the professional services of the Producer. In the event that the Producer is unable to perform the services described, and the Sponsor is unable to retain a similar service from a comparable producer at no cost, no prize may be awarded. In the event that another producer agrees to provide the services, these terms and conditions will be deemed modified to replace the Producer with the name of such other producer.

The winner will be required to sign an affidavit of eligibility and liability and publicity release; failure to do so as directed and within the timeframe specified will result in the forfeiture of the prize.

Any and all Federal, state and/or local taxes, are the responsibility of the winner.

<u>PUBLICITY</u>: By submitting an Entry, you are granting the Sponsor and the Producer, and their designees, permission to use your name, address (city and state), likeness, Entry and prize information, if any, for publicity, advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity, without notice or review or approval.

<u>RESERVATIONOF RIGHTS/RELEASE</u>: The Sponsor reserves the right to cancel or modify the Contest if, in its sole discretion, it determines that factors beyond its reasonable control impair the integrity of the Contest or otherwise make the awarding of the prize impracticable.

The Sponsor, and its respective officers, directors, and employees, make no warranty or representation of any kind concerning any prize offered and/or awarded in connection with this Contest. By entering this promotion, you agree that the Sponsor, and its officers, directors, and employees are not liable for any injury, death, loss or damage of any kind arising out of your participation in this Contest or your acceptance and or use of any of the prize(s) awarded in connection with this Contest. Should any court permit you to nevertheless proceed with any such claim, you agree that all claims arising out of or in connection with the Contest or any prize awarded shall be (a) resolved individually, without resort to any form of class action; (b) interpreted in accordance with the laws of the State of New York; and (c) solely and exclusively brought in the state or federal courts within New York County. All Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased.

You release and hold harmless FACEBOOK and Twitter from any and all liability for claims, injuries, losses, or damages of any kind, including, but not limited to, death or bodily injury, resulting in whole or in part, directly or indirectly, from (1) the awarding, delivery, acceptance, use, misuse, possession, loss, or misdirection of any prize; (2) participation in the Contest or any Contest-related activity or travel; or (3) from any interaction with, or downloading of, computer Contest information.