

## **CONTEST RULES & DISCLAIMERS:**

Official Contest Rules for “Twitter Co-Write with O.A.R.” Contest sponsored and administered by Planet OAR, Inc. (“Contest Entity”).

**THE CONTEST IS OPEN TO LEGAL RESIDENTS OF THE UNITED STATES WHO ARE 18 YEARS OF AGE OR OLDER (19 IN ALABAMA AND NEBRASKA) WHO ARE REGISTERED MEMBERS OF THE TWITTER SERVICE. VOID WHERE RESTRICTED OR PROHIBITED BY LAW.**

### **Contest overview:**

The Contest is a skill contest wherein each entrant submits new and original song lyrics of up to 140 characters (the “Lyrics”). One (1) winner will be selected in each of the following categories: Verse 1, Verse 2, Verse 3, Bridge, and Chorus by the band members (the “Band Members”) of the recording artist professionally known as “O.A.R.” (the “Artist”) for a total of five (5) winners (the “Winners”). Multiple entries per entrant are allowed but each set of up to 140 characters shall be treated as a separate entry. O.A.R. will write music using or inspired by the selected lyrics, record the song, and sell it as a single on iTunes. All net proceeds from the sale of the single on iTunes will be donated to the Heard the World Fund, which provides resources for under-funded educational and youth oriented programs such as the Children’s Scholarship Fund. Exclusive video, picture, and audio content from the music inspired by the winning lyrics will be posted at [twitter.com/ofarevolution](http://twitter.com/ofarevolution) throughout the second leg of Artist’s 2009 summer tour.

**By entering or participating in the “Twitter Co-Write” with O.A.R. (the “Contest”) each entrant agrees to all of the following rules:**

**Eligibility:** The Contest is open to legal residents of the 50 United States (except where restricted or prohibited by law) from June 8, 2009 to July 7, 2009 (“Entrant(s)”). Void where prohibited. Entrants must be at least 18 years of age or older (or 19 in Alabama and Nebraska) at time of entry. Proof of age and jurisdiction may be required. Employees of Contest Entity and their respective subsidiaries and affiliates and members of such employees' immediate families or households are ineligible to participate in the Contest (the “Contest Entities”). By participating in this Contest, each Entrant: (a) agrees to be bound by these Official Rules and the interpretations of these Official Rules by Contest Entity and by the decisions of Contest Entity, which are final in all matters relating to the Contest; and (b) acknowledges compliance with these Official Rules.

## Entry Deadlines:

All Entries for the Contest must be received between June 8, 2009 and July 7, 2009 (the "Contest Period").

## How to Enter:

Visit [twitter.com/ofarevolution](http://twitter.com/ofarevolution) (the "Website") at any time during the Contest Period and: (a) electronically agree to the terms of use of Artist's **Privacy Policy and Terms of Use at <http://www.ofarevolution.com/>**; (b) follow the online instructions to complete the required fields to register and create an account (the "Account") on the Website or if already a member, sign-up to Entrant's Account; and (c) follow online instructions to upload the Lyrics.. The Lyrics must be comprised only of original elements created by the Entrant and may not contain elements which are/have been created, developed, copyrighted, trademarked and/or patented by third parties or which are owned or subject to proprietary or licensing rights of or by an entity other than Entrant personally and in Entrant's individual capacity.

In the event of a dispute over who submitted a winning entry, the authorized subscriber of the Twitter account used to participate in the Contest at the actual time of Entry will be deemed to be the Entrant. The authorized account subscriber is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All entries become the property of Contest Entity and will not be acknowledged or returned.

All entries submitted in accordance with these Official Rules shall be collectively hereinafter referred to as the "Eligible Entries". Incomplete or inaccurate entries are void; however, Contest Entity reserves the right to modify or edit any materials relating to an Entry or to request Entrant to do so, in its sole discretion, if Contest Entity deems that such Entry violates the terms and conditions set forth in these Official Rules.

Entrants agree that the Lyrics **shall not** contain, include or involve any of the following:

- Obscenity
- Crude, vulgar or offensive depictions or language
- Gang signs
- Violence
- Explicit sexual activity
- Illegal drug or alcohol use
- Commercial products (e.g., clothing, toys, food) and/or their

trademarks, brands, logos or endorsements  
Unauthorized trademarks and copyrighted material  
License plates, phone numbers, personal addresses - physical or email or otherwise  
Website or web page links  
Derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), any assault or threatening of others  
Trespass or the violation of other people's rights or property  
Illegal (e.g., discriminatory, harassing) or inappropriate activity, behavior or conduct (e.g., inflicting emotional distress)  
Conduct or activities in violation of these Official Rules  
Any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by Contest Entity in its sole discretion

Each Entrant acknowledges that Contest Entity will rely on such Entrant's agreement and compliance with these Official Rules when Entrant submits or attempts to submit the Entry.

**Conveyance of all Rights to Entry as concerns any Winner, to Lyrics:**

Each Entrant irrevocably assigns to Contest Entity and its affiliates, successors, licensees, assigns and designees, in whole or in part, all of Entrant's right, title and interest in and to the Lyrics. Without limiting the generality of the foregoing, Contest Entity and its designees and licensees, successors and assigns shall have the unrestricted right to exhibit, webcast, podcast, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, rebroadcast, transmit, record, publicly perform, display, create derivative works of, distribute and synchronize in time related to visual elements, post, and/or otherwise use and/or exploit the Lyrics or any parts thereof, in perpetuity, anywhere in the world, in any manner or media now existing or hereinafter devised, including, but not limited to, the right to make any and all uses thereof, or for purposes of grand performance, merchandise, advertising or trade without any compensation to Entrant or any other party. Contest Entity has no obligation to publish, display, exploit or otherwise use the Lyrics for any purpose.

**Winner Selection; Notification; Affidavit of Eligibility and Releases:**

Winners will be selected by the Band Members on or about July 21, 2009. All of the Eligible Entries will be judged based on the following equally weighted criteria: originality (20%), creativity (20%) and most compelling (60%) (the "Judging Criteria"). The top set of Lyrics in each of the five (5) categories (Verse 1, Verse 2, Verse 3, Bridge and Chorus) will be chosen as Winners based on the

Judging Criteria by votes from the Band Members (the "Judges"). Entrants may be eligible to win in more than one (1) of the five (5) categories, provided that no such Entrant shall receive more than one (1) prize in connection with any such multiple wins.

Contest Entity reserves the right to extend the Contest Period or to not select any Winners if it determines in its sole and absolute discretion that the Entries did not meet the minimum qualification standards based on the Judging Criteria specified herein. Contest Entity reserves the right to delay the announcement of the Winners in its sole discretion. All decisions of Contest Entity are final in all matters relating to the Contest. To the extent permitted by law, Contest Entity disclaims any liability from, and Entrants, whether or not a Winner, agree to waive, any claims against Contest Entity relating to the judging or awarding process.

Winners will be required to sign a release of liability, and an affidavit of eligibility to verify their eligibility, including, without limitation, their age and residence (collectively, the "Affidavit of Eligibility and Releases") to receive the prize.

Contest Entity will make up to two (2) attempts over a twenty four (24) hour period following the Winner selection to contact the potential Winners via the telephone number provided on his/her entry form and/or email (no messages will be left on answering machines or voicemail systems). Prizes must be claimed by providing proper identification and eligibility forms within twelve (12) hours of notification or an alternative winner will be picked. If a Winner cannot be reached after a reasonable effort has been made or an Entrant is found to be ineligible, such Winner will forfeit all privileges and prizes, and Contest Entity may in its sole discretion, select an alternate winner based upon the Judging Criteria from the Eligible Entries.

#### **Prizes:**

Each Winner will receive two (2) tickets to a concert performance by Artist (the "Concert") and a "meet & greet" on a date of his/her choice (subject to availability) for a scheduled Artist sole headlining tour date in 2009 or 2010 tour for use by the Winner and his/her guest, provided that in the event that any Entrant submits winning Entries in more than one (1) of the five (5) categories, such Entrant shall receive no more than two (2) tickets (and related "meet and greet") total. The total approximate retail value of the prize(s) will be **\$100. Only one (1) prize winner per Entrant, family and/or household.** Winners may not substitute or transfer prizes but Contest Entity reserves the right to substitute prizes with prizes of equal or greater value. All prize(s) will be awarded. The prizes are entry to the Concert only; all transportation, hotel, food or other costs associated with attendance will be the responsibility of the Winners.

#### **Use of Lyrics, Entries, Names, Likenesses and other Intellectual Property:**

By submitting Lyrics, each Entrant and/or Winner, agrees that the underlying materials are created as a work made for hire for Contest Entity and transfers all right, title and interest therein to Contest Entity. Without limiting the foregoing, each Entrant and/or Winner: (a) grants a license to Contest Entity and its designees to post the Lyrics and/or use Entrant's name and any submitted likeness ("Entrant Intellectual Property") in any manner or media now known or hereafter devised throughout the world in perpetuity, including without limitation, (i) on the Website, the Contest Entity's website(s) and/or any other web site related to or affiliated with Artist and/or Contest Entity or the Contest (collectively, the "Contest Websites"); (ii) in television programming, internet materials, records, downloads and DVDs relating to Artist; and (iii) other promotional or commercial materials created in connection with the Artist or otherwise, and to use and edit any of the Lyrics at any time or times, in any media now known or hereinafter devised. Entrants shall have no right of notice, review or approval of any such use of the Lyrics, as applicable, and/or Entrant's name, (b) acknowledges and agrees that the Lyrics, Entrant's Intellectual Property and/or his/her name, image or likeness may be used in whole or in part, alone or in combination with other works, and that such materials may be changed, altered, edited or modified, used in distorted, illusory or composite form, or in any other manner, as solely determined by Contest Entity; (c) warrants and represents that Entrant has received all rights, releases and permissions which may be necessary to grant the rights set forth herein; and (d) shall provide specific written consent to any use granted above upon request of Contest Entity.

By entering, each Entrant represents and warrants that:

- (i) Entrant's Lyrics are the writings or Lyrics of that Entrant;
- (ii) the Lyrics are the sole, exclusive, and original creation of Entrant and have not been copied in whole or in part from any other work;
- (iii) the Lyrics do not violate or infringe any copyright, trademark/trade name, logo, or intellectual property right, other proprietary right of any person (including but not limited to rights of privacy or publicity or portrayal in a false light), or entity;
- (iv) the Lyrics have not been published, or submitted in any other competition; and
- (v) Entrant is responsible for any and all clearances in connection with such Lyrics.

Contest Entity will not respond to any questions about an Entry or the Contest. Once an Entry is submitted, it cannot be changed, altered or modified by an Entrant. Entrants can submit multiple entries.

**General Conditions:**

The Contest is void where prohibited by law and is subject to all applicable laws, including, without limitation, U.S. federal, state, and local laws and regulations. Except where legally prohibited, and without limiting the other terms of these Official Rules, Entrant's entering into the Contest constitutes permission for Contest Entity and its affiliates, licensees, designees, successors and assigns, to use Entrant's Entry, name, photograph, any submitted likeness, address (city and state) and testimonials, in printed, broadcast or other media, whether now known or hereafter developed, in perpetuity, in any manner it deems appropriate in connection with promoting this or any other Contest and/or promotion sponsored by it, without further compensation to Entrant.

**Releases:**

By participating, Entrants agree that Contest Entity and those involved in the development, production (including prize suppliers), implementation and distribution of the Contest and their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or promotion (hereinafter collectively called "Promoters"), shall not be liable for any claims, damages, losses or injuries, including any third party claims, arising from or relating to, in whole or in part, the Contest, including Entry and participation in the Contest and acceptance, possession, use or misuse of the prizes. All Entrants further agree that in the event of any third party claims, damages, losses or injuries, arising from or relating to such entrant's participation in this Contest, such Entrant will indemnify and hold Promoters harmless from and against any and all such claims, including reasonable attorneys' fees related thereto. Promoters shall not be liable for entries that are delayed, lost, misdirected, misdelivered, incorrect or incomplete, and such entries will be not be eligible for this Contest. Promoters shall not be responsible for any technical malfunctions of any telephone network, computer on-line system, computer equipment or software; program malfunctions or other failures; delayed computer transactions or network connections; any errors of any kind, whether human, mechanical or electronic; or any combination thereof, including, without limitation, any injury or damage to the computer of any entrant or any other person related to or resulting from downloading any part of this Contest. Any person attempting to defraud or in any way tamper with the Contest will be ineligible for prizes and may be prosecuted to the full extent of the law. Contest Entity reserves the right, in their sole discretion, to cancel or suspend a Contest should viruses, bugs or other causes beyond their control corrupt the proper administration or security of a Contest. Contest Entity reserves the right to modify the rules of the Contest in any way or at any time, as long as reasonable notice is given. Such modifications shall be effective immediately upon notice thereof, which may be given by any means, including, but not limited to, posting on the Contest

Websites, or by electronic mail, or by conventional mail. Entrant's use of the Contest Websites after shall notice shall be deemed to constitute Entrant's acceptance of such modifications. Entrant is expected to review these Official Rules regular to ensure familiarity with the most current version. All taxes on any prize won are the sole responsibility of each Winner, including, without limitation, any federal, state, or local taxes which may be deemed applicable in such winner's jurisdiction of residence. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OVER ALL CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF NEW YORK SHALL EXCLUSIVELY GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

**Rules/Winners List:**

To receive a copy of these Official Rules or the list of winners, send a self-addressed stamped envelope to: Planet OAR, Inc., 135 W. 29th Street , Suite 402 - New York, NY 10001. Specify "winners list" or "rules" on your request. WA and VT residents may omit return postage. All requests must be received by August 22, 2009.

**Certain Prizes:**

For any prize awarded hereunder that involves a ticket, access to a venue or access to an entertainer or entertainer group (collectively, a "ticket"), the ticket shall be a revocable license to the specific event and location within the venue and for the time indicated to the Winner by the Contest Entity. Contest Entity reserves the right, without the award of any substitute prize or payment of any cash equivalent value, to refuse admission or to eject any person who fails to comply with the rules of Contest Entity. No exchanges. The ticket user assumes all risks of personal injury incidental to the event, whether occurring prior to, during, or subsequent to the event, and holder voluntarily agrees that the Contest Entity, venue/facility, league or team, artist(s) performing, participants, participating clubs, and all of their respective agents, officers, directors, owners and employees are expressly released from any claims arising from such causes. The prize winner/user bears all risks of inclement weather. Tickets lost or stolen cannot be replaced. Contest Entity time and date is subject to change. The resale or attempted resale of a ticket is prohibited and if discovered will result in the ticket being voided without the award of any substitute prize, exchange or payment of any cash equivalent value. The ticket may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without the express written consent of Contest Entity.