

OFFICIAL CONTEST RULES

Please read these rules before entering the Music Mogul Contest (“Contest”). By submitting an entry, you acknowledge that you have read and agree to be bound by these Official Rules and the decisions of Music Mogul and the Judges, and that you satisfy all eligibility requirements. This Contest is intended to identify the next music superstar. One winner will receive a three-song Demo Contract with Rodney Jerkins’ Darkchild Productions (“Darkchild”). All Contest decisions will be based on these Official Rules.

1. **ELIGIBILITY.** Open to Entrants 13 years or older at time of entry. ANY ENTRANT WHO IS UNDER THE AGE OF 18 AND/OR A MINOR IN HIS/HER JURISDICTION OF RESIDENCE MUST HAVE PERMISSION OF A PARENT (OR BOTH PARENTS WHERE REQUIRED BY LAW) OR LEGAL GUARDIAN TO ENTER. Not open to any group or individual who has previously entered into a recording contract with a United States record label or music production entity as well as employees or independent contractors, or immediate family members (spouses, domestic partners, parents, grandparents, siblings, children, and grandchildren) and/or those living in the same household of employees or independent contractors of any sponsor of the Contest or Music Mogul and their respective parents, subsidiaries, affiliates, advisors, or advertising/promotion agencies. Only residents of the United States (the 50 states and D.C.) and active U.S. military armed forces stationed overseas may enter the Contest. To enter, you must submit a video of an original musical performance of an original musical work using Music Mogul’s virtual world at <http://musicmogul.com> and follow the directions there for entering the contest.

2. **HOW TO ENTER.** The Contest Submission Period begins February 8, 2009 at 12:01 AM Pacific Time. To enter, go to <http://musicmogul.com> to register. Entries must not have been previously published in whole or in part or sold or distributed through any retail or paid distribution channel. Entries must meet the content guidelines found at Musicmogul.com. Entries determined by Music Mogul in its sole discretion to meet the foregoing requirements will be deemed “Valid Entries.” Entries submitted by performers who are represented by an agent are acceptable, provided performer agrees to comply with these Official Contest Rules. Music Mogul’s servers and clock shall be deemed the official clock for the Contest, and Entrants’ proof of submission does not constitute proof of receipt by Music Mogul. Music Mogul is not responsible for (i) lost, misdirected, late, incomplete, or otherwise corrupted Entries or for inaccurate entry information, whether caused by participant or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human or typographical errors that may occur in the processing of entries; or (ii) any printing, production, human or typographical errors in the materials associated with the Contest. Limit one Entry per Music Mogul registered user. In the event any Entrant submits more than one Entry, the first Entry received by Music Mogul will be deemed that Entrant’s Entry. Music Mogul reserves the right in their sole and unfettered discretion to disqualify at any time any Entry containing obscene, offensive, pornographic, or sexually explicit material, or libelous, disparaging or other inappropriate content or subject matter as determined by the Music Mogul in its sole discretion.

3. **CONDITIONS OF ENTRY.** All Entries must be the original creations of the Entrants. By submitting an Entry, each Entrant represents and warrants that his/her Entry is his/her

original creation; has not been copied in whole or in part from any other work; has not previously been published; does not violate or infringe any copyright, trademark, privacy or publicity right, or other proprietary or intellectual property right of any person or entity; is not defamatory, libelous, obscene, or otherwise illegal; and is the sole and exclusive property of the Entrant. Entrant further represents and warrants that he/she has complete worldwide distribution rights for his/her Entry and has not previously entered into any prior agreement that would restrict the rights to the Entry. Music Mogul may disqualify any Entrant whose Entry Music Mogul deems, in its sole discretion, at any time not to comply with the foregoing representations and warranties. By submitting an Entry, each Entrant grants Music Mogul exclusive worldwide rights to perform, distribute, and transmit the Entry for any purpose.

4. RIGHT OF FIRST NEGOTIATION & LAST REFUSAL. Even if the entry is not deemed the winner, Music Mogul may notify Entrant that it wishes to produce and publish such Entrant's work. By entering this contest Entrant grants Darkchild first negotiation rights and last right of refusal to produce and publish the Entrant's original music Entry. This shall mean that Entrant shall negotiate exclusively with Darkchild for a period of thirty (30) days on the terms and conditions of a recording contract. If at the end of that 30-day period, Entrant and Darkchild have not reached an agreement, Entrant shall be free to offer the work to another third party. If within one hundred and eighty days (180) after the end of the 30-day period, Entrant receives an offer from a third party to publish Entrant's original music entry then within three (3) business days of receiving such offer Entrant shall notify Darkchild in writing of the terms and conditions of the offer. Upon receipt of the terms and conditions of the third party offer Darkchild shall have five (5) business days to provide written notice to Entrant that it agrees to produce and publish Entrant's entry on the same terms and conditions offered by the third party. If Darkchild declines or fails to act within that period, Entrant shall not have any further obligation to Darkchild and may produce the work with third party. If Entrant receives an offer after one hundred and eighty days (180) after the end of the 30-day period Darkchild shall not have such rights. By submitting an Entry, Entrant grants Music Mogul and its affiliates and agents permission to use without charge excerpts from his/her work along with his/her name, avatar, and Music Mogul profile, for any purpose in connection with the Contest and other Music Mogul products. In doing so, Entrant also grants to Music Mogul the right to edit the Entry and to create derivative works based upon it without seeking the approval of Entrant. In addition, to the extent moral rights (for example the right to attribution and the right to integrity) apply in the applicable jurisdiction, Entrant waives (and to the extent that these may not be waived, agrees irrevocably not to assert) his/her moral rights in his/her Entry for purposes of this Contest, including without limitation Music Mogul's use of excerpts from that Entry in connection with this Contest. Excerpts, along with the Entrant's name, city and state of residence, and portions of his/her Entry selected by Music Mogul which relate to the submission, may be posted on any Web site owned and/or operated by Music Mogul or any of its affiliates ("Affiliated Site"), any other Web site or other online point of presence on any platform, through which any products or services available on or through the Affiliated Site are described, syndicated, offered, merchandised or advertised, in Music Mogul's sole discretion. Music Mogul's decision to post an Excerpt or any portion of an Entry on any Affiliated Site does not mean that the selected Entry has been selected as a winning Entry.

The privacy of all Entries is governed by Music Mogul's privacy policy, which is located at <http://musicmogul.com/privacypolicy.html>. If you do not agree to those terms, please do not submit an Entry.

5. CONTEST JUDGING PROCESS.

ROUND 1: All properly submitted Entries will be placed into a searchable database in the virtual world and on the www.musicmogul.com browser. Registered users of the virtual world may vote on Entries by rating them on a scale of 1-10, with a score of "10" being the highest possible score. Daily and weekly "favorites" selected by the community and / or Music Mogul's staff may be featured in this database, giving them greater exposure. Moguls, which are users who are paying subscribers of Music Mogul's service, will be able to vote as well, however each "Mogul's" vote will be weighted as 100 standard votes. At all times, the Top 20 Entries shall be listed in the database and viewable to all users in the virtual world, on the website, in the Music Mogul Magazine, and potentially other locations that Music Mogul chooses in its sole discretion. Round 1 shall end at midnight Pacific Time ninety (90) days following the start of the Contest Submission Period indicated above in Section 2 of these Rules.

ROUND 2: Immediately following the conclusion of Round 1, the twenty (20) Entries in the Top 20 shall proceed to Round 2. In this Round, Entrants shall compete one-on-one in live competitions in the virtual world. These one-on-one competitions shall take place over a period of two weeks and encompass ten individual competitions. The schedule for these one-on-one competitions shall be determined by the Entrants' placements in Round 1, with the 20th place Entrant competing against the 19th place Entrant, the 18th place Entrant competing against the 17th place Entrant, and so on. After each one-on-one live session, voting shall open and remain open for a 24-hour period, during which registered users of the virtual world may vote on Entrants' performances by rating them on a scale of 1-10, with a score of "10" being the highest possible score. Moguls will be able to vote as well, however each Mogul's vote will be weighted as 100 standard votes. Round 2 shall last for two weeks and encompass ten individual one-on-one live contests.

ROUND 3: The ten (10) Entrants who won their respective live competitions in Round 2 shall proceed to Round 3. In this Round, Entrants shall compete in another open-mic competition which will result in the selection of four (4) Finalists. Round 3 shall last for two weeks and follow the same schedule as Round 2. After each session, voting shall open and remain open for a 24-hour period, during which registered users of the virtual world may vote on Entrants' performances by rating them on a scale of 1-10, with a score of "10" being the highest possible score. Moguls will be able to vote as well, however each Mogul's vote will be weighted as 100 standard votes.

ROUND 4: The four (4) Entrants ("Finalists") who were selected as Finalists in Round 3 shall proceed to this Fourth and Final Round. Finalists shall be flown to Los Angeles, CA where they will take part in a filmed contest ("Final Contest"). The trip to Los Angeles shall consist of one roundtrip coach airfare for each member of the Entrant band and in the case of a minor one legal guardian to and from a full service commercial airport, in the United States and its territories, ground transportation to and from the airport and

hotel in Los Angeles. Hotel accommodations shall be determined by Music Mogul in its sole discretion (single room, double occupancy). Music Mogul shall determine airline and flight itinerary in its sole discretion. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this contest, and those set forth by Music Mogul's airline carrier of choice. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation to and from departure airport, meals, incidentals, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of the Finalists. If in the judgment of Music Mogul air travel is not required due to winner's proximity to Los Angeles ground transportation will be substituted for roundtrip air travel at Music Mogul's sole discretion. Each Entrant shall perform a song from a list provided by Music Mogul. The winner of this Final Contest shall be selected by a vote by registered users of the virtual world. Following the posting of the video of the Final Contest in the virtual world, voting shall open and remain open for a 24-hour period, during which registered users of the virtual world may vote on Entrants' performances by rating them on a scale of 1-10, with a score of "10" being the highest possible score. Moguls will be able to vote as well, however each Mogul's vote will be weighted as 100 standard votes. Celebrity Judges may be present but will not have any special voting power; they will only be present to give performance advice. The Entrant who attains the highest score in this Final Contest shall be the winner of the Grand Prize as defined below in Section 5.

6. PRIZES. The following prizes will be awarded.

A. One (1) Grand Prize will be awarded, consisting of a three-song demo contract with Darkchild to produce three tracks with the Grand Prize Winner. This contract will enable the Grand Prize Winner to record three demo songs in a Los Angeles (or nearby) studio with Rodney Jerkins' Darkchild Productions. Music Mogul will own the copyright in the resulting three demo tracks. The Grand Prize Winner shall have sixty (60) days to exercise this Grand Prize. If the Grand Prize Winner still has not recorded three demo tracks with Darkchild Productions sixty (60) days following the date of the Final Contest, then this Grand Prize shall permanently expire and the Grand Prize Winner shall have no claim whatsoever. This Grand Prize contract will be governed by the laws of the State of California.

7. CONDITIONS OF PARTICIPATION. Sponsors will notify the potential Finalists by phone and/or e-mail starting on or about May 25th, 2009. Each potential Finalist (or their parents or legal guardians if any Finalist is under 18 and/or a minor in the jurisdiction in which he/she resides) will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit and Release") by May 27th, 2009. Each of the potential Finalists will receive a copy of the publishing contract that the Top Four Finalists will be required to sign and that will be binding on the Grand Prize winner (see following paragraph). Each of the potential Finalists will also be required to sign and return to Music Mogul a non-disclosure agreement and a written acknowledgment stating that he/she understands that, in the event he/she is selected as a potential Top Four Finalist, in order to be eligible for the Grand Prize or First Prize, he/she will be required to sign the demo

contract and, if he/she is awarded the Grand Prize, he/she will be bound by the terms of the resulting contract. The non-disclosure agreement and the written acknowledgment executed by the Finalists must be returned to Music Mogul by 11:59PM PST on May 27th, 2009. Failure to return such documents by said date will deem a Finalist as ineligible to proceed to the next stage of the Contest.

Music Mogul will notify the potential Top Four Finalists by e-mail and/or phone no later than 12:00AM on May 29th, 2009.

Prior to awarding a prize, Music Mogul and Darkchild may, in their sole discretion, require any potential winner to sign such additional documents Music Mogul and Darkchild deem necessary to confirm eligibility, to obtain a liability/publicity release, and to award any prize. Winners are responsible for paying any and all applicable taxes.

By submitting any content to this Contest, Entrant grants Music Mogul a non-exclusive, perpetual, worldwide, royalty-free license to utilize any posted video and works, including associated avatars or "Muzers," in marketing and/or promotional materials at Music Mogul's own discretion and without approval from Entrant.

Performances that take place during the filmed Final Contest are the property of Music Mogul and may be used for marketing, promotional, and other purposes. They may be aired on television or other electronic formats at the sole discretion of Music Mogul.

8. **ADDITIONAL TERMS.** To the maximum extent permitted by law, Music Mogul and Darkchild reserve the right, in their sole discretion, to change these rules or cancel the Contest at any time, or to modify, terminate, or suspend the Contest should viruses, worms, bugs, unauthorized human intervention, or other causes beyond Music Mogul's control corrupt or impair the administration, security, fairness, or proper play of the Contest or submission of Entries. Music Mogul is not responsible for any human, technical, or other error that may occur in the processing of the Entries, nor are they responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction, or unauthorized access to, or alteration of, Entries, or for technical, network, telephone, computer, hardware or software, malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the Internet or at any Web site. Music Mogul is not responsible for injury or damage to any Entrant's or any other computer resulting from downloading any materials in connection with the Contest. Music Mogul reserves the right, in their sole discretion, to disqualify any individual found to be tampering with the entry or voting process, the outcome of the Contest, or the operation of the Contest or Web site; to be acting in violation of these rules; or to be acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person. **CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS AND THEIR RESPECTIVE AFFILIATES RESERVE THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

9. MISCELLANEOUS. The Contest and all accompanying materials are copyright © 2009 by Music Mogul, Inc. All rights reserved. By entering, Entrants (and their parents or legal guardians if any Entrant is under 18 and/or a minor in the jurisdiction he/she resides in) agree to be bound by these rules. No transfer, assignment, cash redemption or substitution of prizes is permitted except by Sponsors or as specified herein because of prize availability and then with prizes of equal or greater value. Entrants (and their parents or legal guardians if any Entrant is under 18 and/or a minor in the jurisdiction he/she resides) agree (for themselves and their heirs) that Music Mogul, Darkchild, their respective affiliates, and all Affiliated Websites will have no liability, and will be held harmless by such Entrants (and their parents or legal guardians if any Entrant is under 18 and/or a minor in the jurisdiction he/she resides) to the maximum extent permitted by law for any liability, loss, injury, or damage to property or to person, including death, and reasonable attorney's fees and court costs, due in whole or in part, directly or indirectly, by reason of participation in the Contest, or by reason of the acceptance, possession, use or misuse of the prizes, even if caused or contributed to by the negligence of Music Mogul, Darkchild, any of their respective affiliates, or any such Affiliated Websites. Contest is governed by the laws of the United States and the State of California. As a condition of participating in this Contest, Entrants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, under no circumstances will Entrants be permitted to obtain awards for, and hereby waive all rights to claim, punitive, incidental or consequential damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (e.g. costs associated with entering), and Entrant further waives all rights to have damages multiplied or increased. Contest is void where prohibited by law. Entrants agree that the decisions of Music Mogul and Darkchild. By participating in the Contest, Entrants (and their parents or legal guardians if any Entrant is under 18 and/or a minor in the jurisdiction he/she resides) consent to the use of their names, biographical information, and photographs, videos and/or likenesses in any manner and in any medium for any purpose in connection with the Contest, including worldwide, without additional compensation, except where prohibited by law.

10. WINNERS LIST. For a list of winners, send an e-mail request to info@musicmogul.com or a SASE envelope to MUSIC MOGUL WINNERS LIST, PO Box 11720, Beverly Hills, CA 90213. Requests must be received by December 31, 2011.