

HARD ROCK RISING®

BATTLE OF THE BANDS CONTEST 2017

COMPLETE OFFICIAL RULES

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

- CONTEST PERIOD/ENTRY DEADLINES:** The Hard Rock Rising® Battle of the Bands Contest 2017 (“Contest”) begins at 10:00am Eastern Time USA (“ET”) on March 2, 2017 and ends on June 14, 2017 (“Contest Period”). The Entry Period, Entry Deadline, Fan Voting Period and Judging Periods are described and defined in the table below and in each Section noted. See Sections 3 and 4 below for details on how to enter.

Timeline*	Description
10:00am ET on March 2, 2017 – 4:00pm ET on April 9, 2017	LOCAL COMPETITION ENTRY PERIOD: See Section 3 below for how to enter and criteria for participating in the Contest.
4:00pm ET on April 9, 2017	LOCAL COMPETITION ENTRY DEADLINE: Any Band participating in a Local Competition that has not submitted fully completed Entry Materials (as defined below) in the manner set forth in these Official Rules so that they are received by Sponsor by this date and time will not be eligible to compete and will be disqualified.
April 10, 2017 – April 30, 2017	LOCAL FINALIST BAND SELECTION PERIOD. Each Local Competition Site selects three (3) Local Finalist Bands from eligible entrants. See Section 5 below.
10:00am ET on May 1, 2017 - 4:00pm ET on May 6, 2017	FAN VOTING PERIOD. Fans vote to select one Wildcard Finalist Band for each Local Competition Site. See Section 5 below.
May 8, 2017	ANNOUNCEMENT OF WILDCARD FINALISTS. One (1) Wildcard Finalist Band for each Local Competition Site announced online
May 11, 2017	ANNOUNCEMENT OF LOCAL FINALISTS & LOCAL LIVE CONTESTANTS. The three (3) Local Finalist Bands and the announced Wildcard Finalist Band for each Local Competition Site who will perform at Live Competitions at each Local Competition Site will be announced online.
May 18, 2017 – May 25, 2017	LIVE COMPETITIONS PERIOD. Each Local Competition Site will conduct a Live Competition (in either a series of qualifying events and one Finale Event, or just one Finale Event) during this period and select one Regional Finalist for each Local Competition Site. See Section 6 below.
June 1, 2017 – June 7, 2017	SELECTION OF REGIONAL WINNER AND GRAND PRIZE WINNER. Judges select one (1) Regional Prize Winner from each region (for a total of four) and One (1) Grand Prize Winner
June 14, 2017	ANNOUNCEMENT OF WINNERS. One (1) Grand Prize Winner and Four (4) Regional Prize Winners announced online

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

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

SOUTH & CENTRAL AMERICA/CARIBBEAN

Asuncion, Paraguay

Bogota, Colombia

~~Buenos Aires Aeroparque, Argentina~~ NOT PARTICIPATING (Buenos Aires Cafe only)*

Buenos Aires, Argentina

Cancun, Mexico

~~Cancun, Mexico (Hard Rock Hotel)~~ NOT PARTICIPATING (Cancun Cafe only)*

Cartagena, Colombia

Cozumel, Mexico

Guatemala City, Guatemala

Medellin, Colombia

Montego Bay, Jamaica

Nassau, Bahamas

Panama

~~Panama (Hard Rock Hotel Megapolis)~~ NOT PARTICIPATING (Panama Cafe only)*

Punta Cana, Dominican Republic

Punta Cana, Dominican Republic (Hard Rock Hotel & Casino)

Riviera Maya, Mexico (Hard Rock Hotel)

San Jose, Costa Rica

Santiago, Chile

~~Vallarta, Mexico (Hard Rock Hotel)~~ NOT PARTICIPATING*

EUROPE

Athens, Greece

Ayia Napa, Cyprus

Baku, Azerbaijan

Barcelona, Spain

Berlin, Germany

Bucharest, Romania

Budapest, Hungary

Cologne, Germany

Copenhagen, Denmark

Dublin, Ireland

Edinburgh, Scotland

Gdansk, Poland

Glasgow, Scotland

Hamburg, Germany

~~Ibiza, Spain (Hard Rock Hotel) NOT PARTICIPATING*~~

Istanbul, Turkey

Lisbon, Portugal

London, England

Lyon, France

Madrid, Spain

Mallorca, Spain

Manchester, England* (ADDED)

~~Marbella, Spain- NOT PARTICIPATING*~~

Marseille, France

Munich, Germany

Nice, France

Oslo, Norway

Paris, France

Porto, Portugal

Prague, Czech Republic

Reykjavik, Iceland

Stockholm, Sweden

Tbilisi, Georgia

Tenerife, Spain

~~Tenerife, Spain (Hard Rock Hotel)– NOT PARTICIPATING (Tenerife Cafe only)*~~

Warsaw, Poland

NORTH AMERICA

UNITED STATES

Anchorage, Alaska

Atlanta, Georgia

Atlantic City, New Jersey

Baltimore, Maryland

Biloxi, Mississippi* (ADDED)

Boston, Massachusetts

Chicago, Illinois

Dallas, Texas

Denver, Colorado

Detroit, Michigan

Four Winds, Michigan

Foxwoods, Connecticut

Hollywood, California – Hollywood Blvd and Universal Citywalk*

~~Hollywood, California – Universal Citywalk (COMBINING WITH HOLLYWOOD BLVD CAFE)*~~

Hollywood, Florida

Honolulu, Hawaii

Houston, Texas

Indianapolis, Indiana
Lake Tahoe, Nevada – Cafe and Hotel & Casino*
Lake Tahoe, Nevada (Hard Rock Hotel & Casino) (COMBINING WITH LAKE TAHOE CAFE)*
Las Vegas, Nevada – Las Vegas Strip and Hard Rock Hotel & Casino*
Las Vegas, Nevada (Hard Rock Hotel & Casino) (COMBINING WITH LAS VEGAS CAFE)*
Louisville, Kentucky
Memphis, Tennessee
Miami, Florida* (ADDED)
Minneapolis, Minnesota (Mall of America)
Myrtle Beach, South Carolina
Nashville, Tennessee
New Orleans, Louisiana
New York City, New York (Times Square)
Niagara Falls, New York
Northfield Park Rocksino, Ohio (COMBINING WITH NORTHFIELD PARK CAFE)*
Northfield Park, Ohio – Cafe and Rocksino*
Orlando, Florida (Hard Rock Hotel)
Palm Springs, California (Hard Rock Hotel)
Philadelphia, Pennsylvania
Phoenix, Arizona
Pigeon Forge, Tennessee
Pittsburgh, Pennsylvania
San Antonio, Texas
San Diego, California (Hard Rock Hotel)
San Francisco, California
Seattle, Washington
Sioux City, Iowa (Hard Rock Hotel & Casino)
Tampa, Florida (Hard Rock Hotel & Casino)
Washington, DC
CANADA
Toronto, Ontario
ASIA/MIDDLE EAST/AFRICA
Almaty, Kazakhstan
Angkor, Cambodia
Auckland, New Zealand
Bahrain
Bali, Indonesia
Bangkok, Thailand NOT PARTICIPATING*
Bengaluru, India
Busan, Korea

Chiang Mai, Thailand
Fiji, Fiji Islands
Fukuoka, Japan
Goa, India (Hard Rock Hotel)
Hangzhou, China
Jakarta, Indonesia
Kota Kinabulu, Malaysia
Lagos, Nigeria
Osaka, Japan
Pattaya, Thailand
Penang, Malaysia
Port El Kantoui, Tunisia
Seoul, Korea
Shanghai, China
Singapore
Surfer's Paradise, Australia
Sydney, Australia
Tokyo Roppongi, Japan
Vientiane, Laos

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

***ADDED, DELETED OR COMBINED PARTICIPATING HARD ROCK LOCATIONS.**

2. **ELIGIBILITY:** A “**Band**” is a group of eligible Band Members (as defined below) where the Band meets all of the eligibility requirements set forth in these Official Rules for the Contest (“**Official Rules**”), including any applicable Live Competition Requirements (as defined below) from the date the Band submits its Entry Form (as defined below) up through the conclusion of the Grand Prize Performance (as defined below). A “**Band Member**” or “**Member**” is a member of an eligible Band herein who meets all of the eligibility requirements set forth in the Official Rules (including any applicable Live Competition Requirements) from the date his/her Band submits its Entry Form up through the conclusion of the Grand Prize Performance.
- a) Band Member eligibility: In order to be eligible to compete in the Contest, win any prize or participate in the Grand Prize Performance, each Band Member must at all times from the date each Band submits its Entry Form in full compliance with these Official Rules and becomes a Band entrant in this Contest, up through the conclusion of the Grand Prize Performance:
- i) Be sixteen (16) years of age or older;
 - ii) Be listed as a member of a Band in the Entry Form of the Band at the time it enters the Contest;
 - iii) Perform/compete only on behalf of one Band;
 - iv) Be an authentic member of a Band who has regularly performed with the Band prior to the Contest i.e., not a manager, agent, technical or administrative support person, spouse, friend, etc. who has not regularly performed with the Band prior to the Contest;
 - v) Be eligible to participate in the Contest in accordance with, and be in full compliance with, all of the provisions of the Official Rules, including any applicable Live Competition Requirements;
 - vi) **Not** be an employee, agent, officer or director of, or a member of the immediate family (parents, children, siblings and spouses, regardless of where they reside) or household (whether related or not) of an employee, agent, officer or director of any of the Contest Entities. “**Contest Entities**” are collectively defined as (a) Hard Rock Cafe International (USA), Inc. (“**Sponsor**”), (b) any restaurant, cafe, hotel and/or casino licensed or franchised by Sponsor or an entity affiliated with Sponsor, (c) any restaurant, hotel, and/or casino franchisee or licensee of Sponsor or one of Sponsor’s affiliated entities, (d) RPMC (“**Contest Administrator**”), (e) eMinor Incorporated, (f)

any judge in this Contest (except a Local Fan Judge, as defined herein), and (g) any entity affiliated with the entities/persons described above, including but not limited to affiliated, parent, and subsidiary companies, affiliated advertising and promotion agencies, and vendors or promotional partners associated with this Contest.

vii) **Not** served as a band member in a band that has performed at the Hard Rock Calling Festival in London, or the Hard Rock Rising Festival in Rome or in Barcelona, or won a Grand Prize or a Runner-Up Prize as a result of participating in any of Sponsor's previous Battle of the Bands contests in 2009 - 2016. Bands awarded local prizes in previous Hard Rock band competitions are permitted to participate in this Contest.

b) Band eligibility: In order to be eligible to compete in the Contest, win any prize or participate in the Grand Prize Performance, each Band must at all times from the date each Band submits its Entry Form in full compliance with these Official Rules and becomes a Band entrant in this Contest, up through the conclusion of the Grand Prize Performance:

- i) Be an account holder of ReverbNation (www.reverbnation.com). See Section 3(b) below for details on how your Band can become an account holder;
- ii) List all Band Members in the Entry Form of the Band at the time it enters the Contest. Any Band Members not listed at that time are not eligible to participate in the Contest;
- iii) Consist only of Members who are eligible to participate in the Contest in full compliance with the terms of these Official Rules. In the event any Member of a Band is not eligible or is disqualified, then the entire Band may be disqualified;
- iv) Consist only of authentic Members who have regularly performed with the Band prior to the Contest i.e., not a manager, agent, technical or administrative support person, spouse, friend, etc. who has not regularly performed with the Band prior to the Contest. **Please note that while there is no limit on the number of Band Members, the travel portion of the Grand Prize only provides travel for up to six (6) eligible Band Members.** Band Members who are ineligible herein, or who were not listed in the Entry Form, or who are not authentic Members who have regularly performed with the Band prior to the Contest (e.g., managers, agents, technical or administrative support people, spouses, friends, etc.) are not eligible to receive any portion of the Grand Prize;
- v) Be eligible to participate in the Contest in accordance with, and be in full compliance with, all of the provisions of the Official Rules, including any applicable Live Competition Requirements; and
- vi) **Not** have performed at the Hard Rock Calling Festival in London, or the Hard Rock Rising Festival in Rome or in Barcelona, or won a Grand Prize or a Runner-Up Prize as a result of participating in any of Sponsor's previous Battle of the Bands contests in 2009 - 2016. Bands who have won local prizes in previous Hard Rock band competitions are permitted to participate in this Contest.

Eligibility will be determined by Sponsor in its sole and absolute discretion. The Contest is void in the province of Quebec, Canada, the country of Italy, and where prohibited or restricted by law.

3. HOW TO ENTER:

- a) First, each Band must select one (1) representative who shall have full legal authority to act on behalf of and legally bind/obligate the Band and each of its Members with respect to the Contest, and who will be the sole contact person for the Band and all of its Members in all matters related to the Contest (the "**Band Representative**"). A Band Representative must be of an age wherein he/she may enter into legally binding agreements and not be a minor in the jurisdiction in which the Band Representative resides. If all Band Members are deemed minors in their country of residence, then the parent or legal guardian of at least one Band Member must serve as the Band Representative. In the event of any dispute as to the authority of the Band Representative to act on behalf of and legally bind/obligate the Band and each of its Members with respect to the Contest at any time during the Contest Period or prior to the Grand Prize Performance, the Band shall be subject to disqualification at Sponsor's sole and absolute discretion.
- b) Prior to entering the Contest, if your Band is not already an account holder of ReverbNation (www.reverbnation.com) then your Band must join/sign up (at www.reverbnation.com) as an artist/band member of ReverbNation prior to entry. There is no cost to become an account holder of ReverbNation, nor is there any continuing obligation as a result of becoming an account holder.
- c) Next, visit hardrockrising.com (the "**Website**") and select the Participating Location where the Band chooses to compete. That Participating Location (which is included within the Entry Form) is referred to herein as the Band's "**Local Competition Site**". Under no circumstances may the Band or any Band Member select, compete or attempt to

compete at more than one Participating Location or Local Competition Site. Any such actions by a Band or a Band Member will result in the disqualification of any Band involved. Once the Entry Form is submitted online, then the Band may only compete at the Local Competition Site selected in the Entry Form and no other, even if the Band is not selected to compete at such Local Competition Site. If your Band is not selected to compete at your Local Competition Site, neither your Band, nor any Member of your Band, can compete at another Participating Location or Local Competition Site. Sponsor reserves the right, in its sole and absolute discretion, to assign Bands to compete at a Local Competition Site other than the one chosen by the Band. In the event any ambiguities, questions or other issues arise as to the selection of the Local Competition Site for a Band, Sponsor shall resolve such ambiguities, questions or other issues in its sole and absolute discretion.

- d) Prior to or during the period from 10:00am ET on March 2, 2017 – 4:00pm ET on April 9, 2017 (the “**Local Competition Entry Period**”), the Band Representative should visit the Website and follow the Contest links to receive details on the Contest and see the Official Rules. The Band Representative should carefully review the Official Rules of the Contest (including all instructions on performance conditions/restrictions and judging criteria). The Band Representative should print out a copy of the Official Rules at that time for future reference and distribute the Official Rules to all Band Members.
- e) After the Band Representative and each of the Band Members have carefully read the Official Rules, and when the Band is ready to enter the Contest, the Band Representative should visit the Website prior to the Entry Deadline and follow the Contest links to the official Entry Form for the Contest (“**Entry Form**”). The Band Representative must indicate on the Entry Form the Local Competition Site where the Band wishes to compete.
- f) As part of the Entry Form you will be required to select an “**Audition Song**”. This Audition Song must be a file containing an audio recording of an Original Song by your Band. An “**Original Song**” is a song (including any lyrics, music, musical or audio tracks, arrangement and composition) performed by the Band (whether live or in a recording) which is used to participate in the Contest where (i) the song (including any lyrics, music, musical or audio tracks, arrangement and composition) is written and performed solely by one or more eligible Members of your Band who are listed on the Entry Form (and by no other person or entity) and (ii) your Band, or one or more eligible Members of your Band who are listed on the Entry Form, owns and controls all right, title and interest, including copyright, in and to the lyrics, music, arrangement and composition of such song. **The Audition Song cannot be a Cover Song (as defined below) from another band or artist.** The file containing the Audition Song must be in an MP3 128 kbps format and the Audition Song cannot exceed ten (10) minutes in length. No video submissions or other formats will be accepted.
- g) The Entry Form must be completed in full by the Band Representative. Once (i) the Entry Form has been fully completed by the Band Representative, and (ii) the Band Representative has agreed on behalf of the Band and each of the Band Members to all of the Official Rules and the terms and conditions of the Entry Form, then the Band Representative must submit an Audition Song and submit the Entry Form (collectively, the “**Entry Materials**”) in accordance with the instructions on the Website prior to the Entry Deadline. All Entry Materials must be completed and submitted together prior to the Entry Deadline. Failure to (1) fully complete the Entry Form, (2) meet the requirements for the Audition Song, or (3) submit the completed Entry Materials prior to the Entry Deadline, will result in disqualification of the Band and all of its Band Members. Only complete Entry Materials will be accepted. If Entry Materials are incomplete or do not comply with these Official Rules in any manner, the Band and each individual Band Member may be disqualified at Sponsor’s sole and absolute discretion.
- h) **There is a limit of one Contest Entry Form per Band and per person/Band Member. If more than one Entry Form is received from the same Band, or a Band Member appears on more than one Entry Form, then the applicable Band(s) and Band Member(s) may be disqualified in the sole and absolute discretion of Sponsor.**

4. GENERAL REQUIREMENTS:

- a) Each Band, and each of its respective Band Members, agree, warrant and represent that:
 - i) In any instance where the Official Rules of the Contest or the Contest Entities require that the Band submit or perform an Original Song, then such song (including any lyrics, music, musical or audio tracks, arrangement and composition) (1) has been written and performed solely by one or more Members of the Band who are listed on the Entry Form (and by no other person or entity) and (2) the Band, or one or more Members of the Band who are

listed on the Entry Form, own and control all right, title and interest, including copyright, in and to the lyrics, music, musical and audio tracks, arrangement and composition of such song;

- ii) With respect to any of the lyrics, music, musical or audio tracks, arrangements, compositions, or songs performed by the Band during the Contest that are not Original Songs of the eligible Band or eligible Band Members who are listed on the Entry Form ("**Cover Songs**"), the Band has obtained any authorizations required (if any), in advance from all persons or entities having any rights, title and/or interest whatsoever with respect to such Cover Songs in order to perform or otherwise use such Cover Songs during the Contest without violating the rights of any persons or entities and;
 - iii) The use of Creative Materials (as defined below) in the manner contemplated by these Official Rules will not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased. All songs performed by the Band during the Contest, or posted on any Social Media Platform (as defined below) and attributed to the Band, or otherwise played or used while the Band is participating in the Contest or Grand Prize Performance, or in any music video produced as part of any prize awarded herein (including all Original Songs and Cover Songs), are referred to herein collectively as the "**Creative Materials**".
 - iv) If a Band or any Band Member is uncertain as to whether they can agree to these representations and warranties, they should confer with their legal counsel or other advisors. Sponsor reserves the right in its sole and absolute discretion to request proof in writing of any necessary authorizations, consents, licenses, assignments or waivers required herein.
- b) Creative Materials must **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 or Band Names that are deemed by Sponsor, in its sole and absolute discretion, to be or to contain offensive profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous content, or which encourages unlawful behavior, or which is hateful or misogynistic, or which is racially, ethnically or otherwise offensive or objectionable, or which portrays the Sponsor in a negative fashion, may be disqualified.
 - d) Creative Materials, Entry Materials, and Band names must not include brand names, trademarks, trade names, logos or the intellectual property of any third parties without the written consent of the third party, if applicable.
 - 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 any Entry Form or otherwise, and reserves the right to pursue all other rights and remedies available at law in the event of such disqualification.

5. SELECTION OF LOCAL FINALIST BANDS:

- a) Only eligible Bands move on to this stage of the competition. In this stage of the competition, eligible Bands are only competing against other eligible Bands who have been assigned to the same Local Competition Site. For each Local Competition Site Bands compete to be selected as a Local Finalist Band ("**Local Finalist Band**"), thereby qualifying the Band to move on to compete live at the Local Competition Site.
- b) Local Finalist Bands are selected in two different ways. The chart below outlines the ways Bands can be selected as a Local Finalist Band.
- c) **Local Contest Administrator Selection.** In this method of selection, between April 10, 2017 - April 30, 2017 (**Finalist Selection Period**"), the Local Contest Administrator for each Participating Location will select, in his/her sole and absolute discretion, using such judging criteria as may be established by such Local Contest Administrator, three (3)

Local Finalist Bands from the eligible Bands competing at that location, subject to eligibility requirements set forth herein and compliance with these Official Rules. The decisions of the Local Contest Administrator relating to the selection of each Local Finalist Band are final and binding. In the event it is determined that any potential Local Finalist Band or Band Member is ineligible, or fails to appear and/or perform at their scheduled date for any live competition, or is subject to disqualification for any reason, then the Band will be disqualified and the Local Contest Administrator may elect, in its sole and absolute discretion, to name another Band as a Local Finalist Band instead. **Sponsor reserves the right to increase or decrease the number of Local Finalist Bands to be selected for each Local Competition Site at any time, without prior notice, in its sole and absolute discretion.** The three (3) Local Finalist Bands for each such Local Competition Site who will compete in the local Live Competition.

- d) In the event a Local Contest Administrator selects a Band as a Local Finalist Band that also receives enough votes from Local Fan Judges to be selected as a Wildcard Finalist Band, then such Band shall be considered to be a Wildcard Finalist and the Local Contest Administrator may select another Band as a Local Finalist Band. The odds of being declared a Local Finalist Band depend on the number of Bands competing, the skill of the Band and its Band Members, and the skills of other Bands competing at the same Local Competition Site. In the event it is determined that any potential Local Finalist Band or Band Member is ineligible, or fails to appear and/or perform on their scheduled date for any live competition, or is subject to disqualification for any reason, then the potential Local Finalist Band may be disqualified and the Sponsor or Local Contest Administrator (as applicable), in its/their sole and absolute discretion, using the judging criteria referred to above, may elect to select another Band as a potential Local Finalist Band.
- e) **Wildcard Band Selection.** In this method of selection Local Fan Judges (as defined below) will select one (1) Wildcard Finalist Band for each Local Competition Site by casting votes (in the manner described below) during the Fan Voting Period. The Band receiving the highest number of valid votes from Local Fan Judges at a Local Competition Site will be selected as a Wildcard Finalist Band ("**Wildcard Finalist Band**"), subject to eligibility requirements set forth herein and compliance with these Official Rules. **Sponsor reserves the right to increase or decrease the number of Wildcard Finalist Bands to be selected for each Local Competition Site at any time, without prior notice, in its sole and absolute discretion.** Wildcard Finalist Bands and Local Finalist Bands selected by a Local Contest Administrator are hereafter sometimes collectively referred to as "Local Finalist Bands". The odds of being declared a Wildcard Finalist Band depend on the number of Bands competing, the skill of the Band and its Band Members, and the skills of other Bands competing at the same Local Competition Site. In the event it is determined that any potential Band or Band Member is ineligible, or fails to appear and/or perform on their scheduled date for any live competition, or is subject to disqualification for any reason, then the Band may be disqualified and the Band receiving the next highest number of valid votes from Local Fan Judges may be named as a Wildcard Finalist Band.
- f) **Voting to select Wildcard Finalist Bands by Local Fan Judges** – During the period beginning at 10:00 a.m. ET on May 1, 2017 and continuing up and until 4:00 p.m. ET on May 6, 2017 ("**Fan Voting Period**") each Local Fan Judge may vote (in the manner described below) for a favorite Band competing at each Local Competition Site. A vote is accomplished by clicking on a Band's unique hyperlink found on the Band's social media platforms (including but not limited to Facebook, Instagram or Twitter, applicable) (collectively, "**Social Media Platforms**"), or in an email by the Band to its fans, and then clicking on the "vote" button for the Band on the Website for the Contest, or by simply visiting the Website for the Contest and then clicking on the "vote" button for the Band. Each person clicking on the vote button for a Band will be considered a "**Local Fan Judge**". Local Fan Judges will judge the Band and the Band's Audition Song according to the following judging criteria and with the following weight given to each such criterion (the "**Wildcard Finalist Judging Criteria**"): 1) Musicianship (50%); 2) Voice Talent (30%); 3) Originality (20%). Automated votes are prohibited. **You may vote for as many different Bands as you desire at any Local Competition Site, regardless of where you live, but there is a limit of one (1) vote per each Band per Local Fan Judge. You cannot vote for the same Band via multiple Social Media Platforms. Any votes exceeding one (1) vote per each Band per Local Fan Judge will be disqualified.** In the event of a tie in the voting, the Wildcard Finalist Band shall be selected by the Sponsor, in its sole and absolute discretion. The valid votes cast by the Local Fan Judges and the decisions of the Sponsor relating to the selection of each Wildcard Finalist Band are final and binding. The one (1) Wildcard Finalist Band selected for each Local Competition Site will be notified on May 8, 2017.

Method of Selection	How the Selection Occurs
Local Contest Administrator Selection	Each Local Contest Administrator selects three (3) Bands who will be Local Finalists
Wildcard Band Selection	Local Fan Judges vote to select one (1) Wildcard Finalist for each Local Competition Site

6. SELECTION OF REGIONAL FINALIST BANDS:

- a) **Live Competition Selection.** The Local Contest Administrator for each Participating Location will conduct one or more live competition events in which eligible Local Finalist Bands for that Local Competition Site compete in one or more live performances in order to determine which Bands will be selected as a Regional Finalist Band. Such live competition will be referred to as “Live Competitions”. **On May 8, 2017 the Local Contest Administrator will announce online a list of all Bands who will perform at such Live Competitions. All Local Competition Sites will conduct Live Competitions (including any finale events, if applicable) between May 18, 2017 – May 25, 2017, or on such dates and at such times as are established by the Local Contest Administrator.** The Local Contest Administrator will advise the Band Representative of each Local Finalist Band of any and all Live Competition requirements (including but not limited to the competition format, the number of songs to be performed, the number of performances, the schedule for the competition and the selection of musical instruments permitted (collectively, the “Live Competition Requirements”). In some cases only acoustic performances will be allowed. Should a Band fail to comply with all such Live Competition Requirements, or fail to appear for any Live Competition on such date(s) and at such time(s) as are established by the Local Contest Administrator, then such Band may be disqualified.
- b) **Prior to performing at any event at a Participating Location during any Live Competition, each Band Member of each Band will be required to complete and sign a hard copy of the Entry Form for the Band (including the associated declaration/affidavit of eligibility on behalf of the Band and each of its Band Members), and the associated rights/publicity/liability release on behalf of the Band and each of its Band Members. Failure to return an Entry Form including all of the above elements that is signed by all Band Members by the deadline established by the Local Contest Administrator may result in the Band being disqualified from participating in the Contest and any events at the Participating Location.** If a Band Member is deemed a minor in his/her country, state, territory or province of residence, then the parent/legal guardian of each such minor must sign any documents required in these Official Rules on behalf of such minor.
- c) **Live Competition Judging:** Each Participating Location will establish its own format for any Live Competition in the sole and absolute discretion of the Local Contest Administrator. While the Local Contest Administrator will advise the Band Representative of the format of any Live Competitions for each Participating Location, common formats include competitions where Bands perform in one or more events and the Band with the highest overall score (or the highest score at each event) is selected as a Regional Finalist and moves on to compete on the Regional level. During each event at a Live Competition, each Band will perform such number of songs and types of songs as may be required by the Local Contest Administrator. At each such event each Band’s performance will be judged by a panel of qualified judges to be selected by the Local Contest Administrator in his/her sole and absolute discretion (collectively, the “Local Judges”), which may include professionals in the music, radio or recording industry, and/or other persons selected by the Local Contest Administrator. The persons serving as Local Judges are subject to change at any time at the Local Contest Administrator’s sole and absolute discretion. The Local Judges will judge each performance of each Band according to the following judging criteria, with the following weight given to each such criterion (the “Live Competition Judging Criteria”): 1) Originality (30%); 2) Musicianship (30%); 3) Voice Talent (20%); and 4) Marketability (20%).

Upon the completion of each Live Competition, the one (1) competing Band at each Participating Location with the highest total score for the applicable event(s), as determined by the Local Judges in their sole and absolute discretion using the applicable Live Competition Judging Criteria, will be selected as a Regional Finalist (“Regional Finalist”) and move on to compete for Regional Prizes, subject to confirmation that the Band and all its Band Members are eligible under the Official Rules and in full compliance with the Official Rules and the Live Competition Requirements. The odds of being selected as a Regional Finalist depend upon the number of Bands competing at each Participating Location and the skill of each Band and its Band Members. No more than one (1) Band will be selected as a Regional Finalist for each Local Competition Site. That Regional Finalist will move on to compete for Regional Prizes. In the

event of a tie, the Band from among the tied entries with the highest cumulative score in the first judging criterion (i.e., Originality) described above will be selected as the Regional Finalist. In the event of a tie using the tie-breaking criterion, the Local Contest Administrator will select the Regional Finalist Band in his/her sole and absolute discretion. The decisions of the Local Judges and the Local Contest Administrator relating to the selection of each Regional Finalist Band are final and binding. In the event it is determined that any Band or Band Member is ineligible or is subject to disqualification for any reason, then the Band will be disqualified and the Local Contest Administrator may elect to name the Band receiving the next highest total score as a Regional Finalist Band. In the event of a tie in such instance, the tie breaking criteria described above may be utilized.

7. SELECTION OF REGIONAL WINNER BANDS:

On or about June 1, 2017 – June 7, 2017, a panel of qualified judges selected by the Sponsor for each region (as defined herein) in its sole and absolute discretion (collectively, the **“Regional Judges”**), which may include celebrities and professionals in the music, radio or recording industry and/or other persons selected by the Sponsor, will judge the Body of Work (as defined below) of each Regional Finalist Band who competed at a Local Competition Site within the same region as the region assigned to the Regional Judges. The **“Body of Work”** of each Regional Finalist Band includes but is not limited to its (a) Audition Song, (b) other songs performed by the Band, (c) recorded performances of the Bands, and (d) video recordings of the Band. Each Regional Judge will only judge Regional Finalist Bands who competed at a Local Competition Site within the same region as the region assigned to the Regional Judge and will not judge entries from other regions. Such judges will use the following judging criteria and with the following weight given to each such criterion (the **“Regional Judging Criteria”**): 1) Originality (30%); 2) Musicianship (30%); 3) Voice Talent (20%); and 4) Marketability (20%). The one (1) Regional Finalist Band receiving the highest total score in each region, as determined by each group of Regional Judges in their sole and absolute discretion using the Regional Judging Criteria, will be declared a Regional Winner (**“Regional Winner”**), subject to confirmation that each such Band and all Band Members are eligible under the Official Rules and in full compliance with the Official Rules. The odds of being declared a Regional Winner depend upon the skill of each Band and its Band Members. In the event of a tie, the Band from among the tied entries with the highest score in the first judging criterion described above will be declared a Regional Winner. In the event of a tie using the tie-breaking criterion, the Regional Judges will select the Regional Winner in their sole and absolute discretion. The decisions of the Regional Judges relating to the selection of each Regional Winner are final and binding. In the event it is determined that any Band or Band Member is ineligible or is subject to disqualification for any reason, then the Band will be disqualified and the Sponsor may elect to name the Band receiving the next highest total score as a Regional Winner. In the event of a tie in such instance, the tie breaking criteria described above may be utilized. The persons serving as Regional Judges are subject to change at any time at the Sponsor’s sole and absolute discretion. No more than one (1) Regional Winner per region will be selected by the Regional Judges.

The identity of the four (4) potential Regional Winner Bands will be announced on or about June 14, 2017.

8. SELECTION OF ONE (1) GRAND PRIZE WINNER:

On or about June 14, 2017, a panel of qualified judges to be selected by the Sponsor in its sole and absolute discretion (collectively, the **“Grand Prize Judges”**) will judge the Body of Work (as defined above) of each Regional Winner Band. The Grand Prize Judges will use the following judging criteria and with the following weight given to each such criterion (the **“Grand Prize Judging Criteria”**): 1) Originality (30%); 2) Musicianship (30%); 3) Voice Talent (20%); and 4) Marketability (20%). The one (1) Regional Winner Band receiving the highest total score from the Grand Prize Judges, in their sole and absolute discretion using the Grand Prize Judging Criteria, will be declared the Grand Prize Winner (**“Grand Prize Winner”**), subject to confirmation that each such Band and all Band Members are eligible under the Official Rules and in full compliance with the Official Rules. The odds of being declared the Grand Prize Winner depend upon the skill of each Band and its Band Members. In the event of a tie, the Band from among the tied entries with the highest score in the first judging criterion described above will be declared the Grand Prize Winner. In the event of a tie using the tie-breaking criterion, the Grand Prize Judges will select the Grand Prize Winner in their sole and absolute discretion. The decisions of the Grand Prize Judges relating to the selection of the Grand Prize Winner are final and binding. In the event it is determined that any Band or Band Member is ineligible or is subject to disqualification for any reason, then the Band will be disqualified and the Sponsor may elect to name the Band receiving the next highest total score as the Grand Prize Winner. In the event of a tie in such instance, the tie breaking criteria described above may be utilized. The persons serving as Grand Prize Judges are subject to change at any time at the Sponsor’s sole and absolute discretion.

The identity of the one (1) potential Grand Prize Winner Band will be announced on or about June 14, 2017.

9. PROHIBITED PRACTICES:

- a) No Band, Band Member, Local Fan Judge, or any person affiliated with a Band shall engage in, or encourage, any solicitation for votes or favorable or unfavorable scores from Sponsor, Local Fan Judges, Local Judges, Regional Judges, or Grand Prize Judges by offering prizes, gifts, products, services or any other type of incentive (monetary or non-monetary) for votes or favorable or unfavorable scores, including any offer to trade votes or favorable scores e.g. soliciting votes in online chat rooms or on websites in exchange for reciprocal votes. In addition, no Band, Band Member, Local Fan Judge, or any person affiliated with a Band, shall offer any prizes, gifts, products, services or any other type of incentive (monetary or non-monetary) for anyone to attend or not to attend a competition event at a Participating Location. Sponsor may, in its sole discretion, disqualify any Band or Band Member engaged in or encouraging such activity, or who benefits from such activity.
 - b) During the two (2) week window prior to and after the Grand Prize Performance, no Grand Prize Winner Band nor any of its Band Members shall, within a 100-mile radius of Miami, without the prior written approval of Sponsor, schedule, promote or participate in any public or private concerts (other than the Grand Prize Performance), music performances, appearances or events. Furthermore, while in Miami the Grand Prize Winner Band and all of its Band Members shall refrain from publicly implementing or engaging in any statements, behavior, acts, or utilization of any audio or visual displays on items associated with the Band (including but not limited to clothing, instruments, stage signs and stage displays) of the brand name, logo, sign, trade name, business name, domain name or trademark of any company, person or entity other than the Sponsor, regardless of whether or not such promotional activity is pursuant to the terms of any endorsement or sponsorship agreement or arrangement the Band or any of its Band Members may have with any such party.
 - c) A Grand Prize Winner may be disqualified at any time and the associated prize may be forfeited in the event that any Band Member of a 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.
10. **PRIZE NOTIFICATIONS:** If any Band Representative cannot be reached by telephone or email within forty-eight (48) hours from the first prize notification attempt, or if any Band fails or refuses to complete, sign and return any documents required by Sponsor within the time specified by Sponsor, then such Band may be disqualified. In such instance the Sponsor, in its sole and absolute discretion, may choose another competing Band instead with the next highest score (or number of votes, as applicable) to receive the applicable prize or award.

11. PRIZES:

One (1) Grand Prize: Such prize includes the following:

- a) **Grand Prize Performance:** The Grand Prize Winner Band will perform live during the half-time show of a 2017 regular season professional football game at the Hard Rock Stadium in Miami Gardens, Florida. This performance is referred to herein as the “**Grand Prize Performance**”. **The Grand Prize is awarded to the Band, not individual Band Members.** The date, time, length and other specific requirements for the Grand Prize Performance will be determined by Sponsor in its sole and absolute discretion. Only eligible Band Members named in the Entry Form are eligible to participate in the Grand Prize Performance. Due to the nature of this prize element, this prize element has no ARV.
- b) **A trip to Miami, Florida, U.S.A.:** This prize consists of a trip to Miami, Florida for the Grand Prize Winner Band (up to a maximum of six (6) Band Members) and the opportunity to perform in the Grand Prize Performance. If the Grand Prize Winner has more than six (6) eligible Band Members, then the additional eligible Band Members may travel on the same trip at their own expense (subject to availability). **The Grand Prize is awarded to the Band, not individual Band Members.** The selection of the eligible Band Members who will take the trip and receive the benefits of the Grand Prize will be at the sole discretion of the Band Representative and once the Band Representative advises Sponsor of the identity of such eligible Band Members who will receive the benefits of the Grand Prize, no Band Member may be added or deleted from the list without the written authorization of the Sponsor. **Only Band Members named in the Entry Form are eligible to receive the benefits of the Grand Prize and participate in the Grand Prize Performance.** Band managers, agents or other band support staff are NOT eligible to receive the

benefits of the Grand Prize. To participate in the trip and the Grand Prize Performance, each Band Member must have a valid passport by July 31, 2017. The trip consists of the following components for each eligible Band Member selected by the Band Representative to receive the benefits of the Grand Prize (up to a maximum of six (6) such Band Members): Round-trip coach air transportation from the one major regional airport gateway selected by the Band Representative to Miami, Florida, U.S.A. (all Band Members must travel on the same itinerary, depart from and return to the same location, and provide their own transportation to/from the departure airport and their residences); three nights/four days first-class hotel accommodations at the Seminole Hard Rock Hotel and Casino in Hollywood, Florida (up to three (3) rooms - double occupancy each room); breakfast daily; catamaran cruise off the shores of Fort Lauderdale; up to six (6) tickets to the applicable professional football game where the Grand Prize Performance will occur; round-trip ground transportation between airport and hotel; round-trip ground transportation between hotel and the Grand Prize Performance (including equipment); and US\$250.00 spending money for each Band Member selected by the Band Representative to receive the benefits of the Grand Prize. If the Grand Prize Winner is based in Miami or within a one hundred (100) mile radius of Miami, in lieu of the round-trip coach air transportation, the Grand Prize winner may receive round-trip limousine transportation for the Band to the hotel and/or Sponsor may, in its sole discretion, substitute another prize component. No compensation will be awarded in lieu of the difference in the ARV for the Grand Prize in such instance. Each Band Member of the Grand Prize Winner may be required to sign additional publicity/liability/rights releases before receiving the benefits of the Grand Prize and participating in the Grand Prize Performance. **Travel must take place on such dates during the 2017 regular professional football season when there is a home game at the Hard Rock Stadium in Miami Gardens, Florida as may be specified by Sponsor. Departure date will depend on Grand Prize Winner location of residence. In the event any of the Band Members are deemed minors in their country of residence, then one (1) parent or legal guardian of a minor in the Band may accompany the Band as a chaperone for all minors in the Band and may be included in the Grand Prize. Additional parents or legal guardians may accompany the Band at their own expense.**

The Approximate Retail Value ("ARV") of the Grand Prize travel package is Six Thousand Three Hundred Nine U.S. Dollars (US\$6,309.00) for each eligible Band Member traveling and up to a maximum of Thirty-Seven Thousand Eight Hundred Fifty-Four U.S. Dollars (US\$37,854.00) for the Band if six (6) eligible Band Members travel. The ARV is based on average airfare costs for economy class travel from major international airports to Miami, and a sample London departure. Actual value of the Grand Prize may vary depending on departure location, booking date, number of Band Members traveling, fares at the time of travel and other factors. Neither the Band nor any Band Member is entitled to the difference, if any, between the stated and the actual Grand Prize value.

- c) A contribution by Sponsor not to exceed Twenty-Five Thousand U.S. Dollars (US\$25,000.00) towards the costs and expenses of production of a music video of the Grand Prize Winner Band's musical performance. Sponsor's contribution to the production costs of such music video shall be subject to Sponsor's approval of all production elements of the music video, including but not limited to the content and format of the music video, all persons involved in the production of the music video, verification of the intellectual property rights associated with the music video, and verification of all production costs. Such contribution shall be awarded to the Band and delivered to the Band Representative who shall be responsible for using such funds to pay the production costs associated with the music video as he/she determines. Sponsor shall not be responsible in the event such funds are not properly used by such Band Representative to pay the production costs of the music video. The music video may, at Sponsor's sole and absolute discretion, appear on the Hard Rock in-café video system at select Hard Rock Cafes for a period of time chosen by Sponsor at its sole and absolute discretion.

The maximum potential total value of the Grand Prize is Sixty-Two Thousand Eight Hundred Fifty-Four U.S. Dollars (US\$62,854.00).

Four (4) Regional Winner Prizes (One Per Region): Each prize awarded to a Band includes the following:

A Fender Musical Instruments Prize Pack including select Fender musical products (to be selected by Sponsor in its sole and absolute discretion) and one thousand (1,000) CDs of the Band's music from Bison Disc. ARV: Two Thousand Five Hundred U.S. Dollars (US\$2,500.00).

The maximum potential total value of each Regional Winner Prize is Two Thousand Five Hundred U.S. Dollars (US\$2,500.00). The maximum total value of all of the Regional Winner Prizes is Ten Thousand U.S. Dollars (US\$10,000.00).

Regional Finalist Prizes

Each Regional Finalist Prize will consist of the cash sum of One Thousand U.S. Dollars (US\$1,000.00) (or the equivalent in local currency) for each eligible Regional Finalist Band for each Local Competition Site will be awarded by the Local Contest Administrator for the applicable participating Locations and not the Sponsor. Each Member of a Local Band confirmed as a Regional Finalist will be awarded a "**Regional Finalist Prize**". The Regional Finalist Prize will be a cash sum calculated by dividing US\$1,000.00 (or the equivalent in local currency, based on the Local Competition Site for the Regional Finalist Band) by the number of Band Members in the Regional Finalist Band. The total approximate value of all Regional Finalist Prizes awarded to eligible Regional Finalist Band Members of each Regional Finalist Band will vary based on the number of eligible Band Members but will not exceed US\$1,000.00 in total per Regional Finalist Band. Each Regional Finalist Prize will be delivered to the Band Representative who shall be responsible for distributing the prize to eligible Band Members as he/she determines. Neither Sponsor nor the Participating Location shall be responsible in the event such prizes are not properly distributed by such Band Representative to the proper Band Members.

12. TAXES:

- a) If a Grand Prize Winner is located within the United States (as determined by United States Internal Revenue Service ["IRS"] regulations), then the ARV for the Grand Prize may range from Ten Thousand Four Hundred Seventy Five U.S. Dollars and Sixty-Seven U.S. Cents (US\$10,475.67) to Sixty-Two Thousand Eight Hundred Fifty-Four U.S. Dollars (US\$62,854.00), depending upon the number of Band Members selected by the Band Representative to receive the benefits of the Grand Prize. The award of the Grand Prize to the Grand Prize Winner and applicable ARV will be reported to the IRS, as required by U.S. law. If any Grand Prize Winner is located outside of the United States (as determined by IRS regulations) and Sponsor is required to withhold U.S. federal withholding tax from the Grand Prize (and pay such amount directly to the IRS) (i.e. the Band is an "**International Winner**"), then Sponsor will provide an additional tax payment assistance award ("**International Tax Assistance Award**") with respect to such International Winner for use in payment of its U.S. federal withholding tax. The amount of such International Tax Assistance Award will be equal to that amount required to be withheld by Sponsor under U.S. federal tax laws and regulations, and may range from Four Thousand Four Hundred Eighty-Nine U.S. Dollars and Fifty-Six U.S. Cents (US\$4,489.56) to Twenty-Six Thousand Nine Hundred Thirty-Seven U.S. Dollars and Thirty-Six U.S. Cents (US\$26,937.36) depending upon the number of Band Members selected by the Band Representative to receive the benefits of the Grand Prize. In no instance shall it exceed US\$26,937.36. In the event an International Winner is awarded a Grand Prize, the ARV of the Grand Prize for that winner (including the International Tax Assistance Award) may range from Fourteen Thousand Nine Hundred Sixty-Five U.S. Dollars and Twenty-Three U.S. Cents (US\$14,965.23) to Eighty-Nine Thousand Seven Hundred Ninety-One U.S. Dollars and Thirty-Eight U.S. Cents (US\$89,791.38), depending upon the number of Band Members selected by the Band Representative to receive the benefits of the Grand Prize. The Grand Prize Winner shall be solely responsible for the payment of any taxes due as a result of winning a Grand Prize, notwithstanding any International Tax Assistance Award that such Band may receive. All prize values are in U.S. dollars. Note: If a Grand Prize Winner is an International Winner, then the Band will receive an International Tax Assistance Award for both the Grand Prize and the Regional Winner Prize. If the Grand Prize Winner is a U.S. winner, then the Band will be responsible for the payment of all taxes for both the Grand Prize and the Regional Winner Prize.
- b) If the winner of a Regional Winner Prize is located within the United States (as determined by the IRS), then the ARV for the Regional Winner Prize is US\$2,500.00. The award of the Regional Winner Prize to the winner will be reported to the IRS, as required by U.S. law. If any winner of a Regional Winner Prize is located outside of the United States (as determined by IRS regulations) and Sponsor is required to withhold U.S. federal withholding tax from such prize (and pay such amount directly to the IRS) (i.e. the Band is an International Winner), then Sponsor will provide the International Tax Assistance Award with respect to such International Winner for use in payment of its U.S. federal withholding tax. The amount of such International Tax Assistance Award will be equal to that amount required to be withheld by Sponsor under U.S. federal tax laws and regulations. In no instance shall it exceed US\$1,071.43. In the event an International Winner is awarded a Regional Winner Prize, the ARV of the prize for that winner (including the International Tax Assistance Award) is Three Thousand Five Hundred Seventy-One U.S. Dollars and Forty-Three U.S. Cents (US\$3,571.43). The winner of the Regional Winner Prize shall be solely responsible for the payment of any taxes due as a result of winning a Regional Winner Prize, notwithstanding any International Tax Assistance Award that such Band may receive.
- c) All federal, state, provincial, local and other tax liabilities, including but not limited to sales and use taxes, goods and services taxes, excise taxes, income and U.S. withholding taxes, customs duties, fees and like amounts in connection

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

13. **USE/OWNERSHIP OF CREATIVE MATERIALS:** With respect to the use and ownership of all Creative Materials, by participating in the Contest each competing Band and each Band Member acknowledges and agrees as follows:
- a) The rights of each Band and each Band Member, and the Sponsor, shall be established by the terms of these Official Rules, (including any Live Competition Requirements) and by the contents of any releases or affidavits entered into as required by these Official Rules.
 - b) Except to the extent prohibited by law, Sponsor and its designees may use, copy, publish, videotape, broadcast, distribute and otherwise publicly display all elements of the Band's Creative Materials and video or audio recordings made of the Band's performances during the Contest and any Grand Prize Performance, or in any music video produced as part of any prize awarded herein, as well as the Band's name and each Band Member's name, address [city and state/province], biographical information, statements, voice, photograph and other likeness, in whole or in part, in any and all media either now or hereafter known, in perpetuity throughout the universe, solely in connection with advertising and promoting the Sponsor, the Contest Entities, the Grand Prize Performance, or conducting this Contest, without notification and without compensation of any kind to the Band, any Band Member or any third party. Sponsor reserves all rights in perpetuity, including without limitation, the right to reproduce, alter, amend, edit, modify, crop and use the Creative Materials and recordings made of the Band's performances during the Contest and any Grand Prize Performance, as well as any music video produced as part of any prize awarded herein, in connection with conducting this Contest or advertising and promoting the Sponsor, the Contest Entities and/or, the Grand Prize Performance, or any music video produced as part of any prize awarded herein.
 - c) Sponsor does not undertake to consider the Creative Materials in confidence and Sponsor has not made any prior inducements, promises or representations to the Band Member(s) or Band(s) regarding the Creative Materials other than as set forth in the Official Rules.
 - d) Participation by each competing Band in this Contest, and the accompanying submission of each Band's Creative Materials to Sponsor, shall in no way limit or restrict Sponsor's rights with respect to, or the use of, Creative Materials submitted by other Bands or Band Members, or otherwise independently developed, created or used by Sponsor, both prior to and after the submission of each Band's Creative Materials herein, and Sponsor shall have no obligations to each Band and Band Member with respect to such other Creative Materials. Accordingly, each competing Band and Band Member acknowledges that Sponsor's use of other material containing elements similar to or identical with those contained in the Band's Creative Materials shall not entitle the competing Band or Band Member to any compensation if Sponsor has an independent right to use such other materials.
14. **GENERAL PRIZE RESTRICTIONS/CONDITIONS:** Each Band Member of the potential Grand Prize Winner must be in possession of a valid passport by the deadline established in these Official Rules for the applicable prize and have any other necessary travel documents (including required visas), and have no restrictions on his/her ability to travel as contemplated herein. Sponsor reserves the right to disqualify any Grand Prize Winner in which all Band Members do not have a valid passport by the established deadline. Sponsor will not be responsible if any Band Member of the Grand Prize Winner Band is denied entry into the United States, or re-entry to his/her country of residence for any reason whatsoever. In such case, any additional expenses incurred will be the sole responsibility of the applicable Band Member. If any Band Member of the Grand Prize Winner is denied entry into the United States, then the Grand Prize Winner may be disqualified, and the trip portion of the Grand Prize may be forfeited, in whole or in part, at Sponsor's sole and absolute discretion. Sponsor may assist in securing certain travel documents, including visas, but each Band Member of the Grand Prize Winner must adhere, comply and submit all required documents in a timely manner in order to secure lawful air transportation to and from Miami, Florida U.S.A. The Grand Prize may be forfeited, in whole or in part, at Sponsor's sole

and absolute discretion, in the event such Band or any of its members, staff or representatives fail to cooperate with Sponsor regarding the planning and production of the Grand Prize trip or Grand Prize Performance, or the production of any music video produced as part of any prize awarded herein. Scheduled activities are subject to change. Sponsor reserves the right to change/add components to the travel schedule and the Grand Prize Performance. Airfare and hotel accommodations are at the sole and absolute discretion of Sponsor. Each Band Member of a Grand Prize Winner must arrange travel with Sponsor's agent at least forty-five (45) calendar days in advance of the departure date specified by Sponsor. All meals, taxes, gratuities, insurance, incidentals (including mini-bar and entertainment expenses), phone charges, transportation between the airport and each Band Member's residence, and other expenses not specifically identified in these Official Rules are the sole responsibility of each Band Member. Each Band Member of the Grand Prize Winner must comply with all hotel check-in requirements, including but not limited to the presentation of a major credit card. All elements of the Grand Prize are subject to availability. Sponsor is not responsible for cancellations of a Grand Prize Performance, scheduled events or travel that is beyond its control, including force majeure events such as acts of God, fire, floods, volcanic disturbances, extreme weather including but not limited to hurricanes, earthquakes, blizzards, tornados, war, terrorism or threats of terrorism, government regulation, civil disobedience, disaster, or other casualty, strikes or threat of strikes, power outage, or similar causes beyond the control of Sponsor making it illegal, impossible, or commercially impracticable for Sponsor to provide its obligations under the Official Rules. In the event that any element of a prize is not available (including the Grand Prize Performance), then all other prize elements will still be offered (or substitutions for a destination may be scheduled) and no compensation will be due the prize winner or any Band Member for the unavailable element(s). No transfer, substitution, or cash equivalent for any element of a prize is allowed, except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute a prize or prize element of equal or greater monetary value (whether in cash or otherwise) if a prize or prize element cannot be awarded as described for any reason. If any prize is returned as undeliverable or is forfeited or refused, this may result in disqualification and an alternate winner may be selected as a potential winner, if time permits.

15. **CONTEST CONDITIONS:** If one or more Band Members of a Grand Prize Winner cannot travel, or refuses to travel, to the United States, or does not cooperate in the production, broadcast or distribution of any music video produced as part of any prize awarded herein, or does not comply with the Official Rules (including any Live Competition Requirements), then the entire Grand Prize Winner Band may be disqualified in the sole and absolute discretion of Sponsor. By participating in the Contest, each Band and each Band Member agrees: (a) That only the laws of the United States shall be applicable to this Contest and their participation in this Contest, regardless of the country of origin or residence of the Band and/or each of its Band Members; (b) To be bound by these Official Rules and any other documents required by Sponsor (including, without limitation, the Entry Form and any releases and affidavits required) and by the decisions of Sponsor, the Local Contest Administrator, and any judges herein, and to waive any right to claim ambiguity in this Contest, the Official Rules (including any Live Competition Requirements) or any other documents required by Sponsor (including, without limitation, the Entry Form and any required releases and affidavits); (c) To indemnify, defend and hold harmless the Contest Entities, and their respective officers, directors, employees, shareholders, representatives and agents (collectively, the "**Released Parties**") from any and all liability, claims, losses, damages, demands, causes of action, penalties and expenses (including reasonable attorneys' fees) arising out of or related to any statement, action or failure to act by the Band, any Band Member or any member of the Band not competing in the Contest, or any person affiliated with the Band (collectively, "**Non-Contestant**") during or in connection with the Band's or Band Member's participation in the Contest, and/or any breach or alleged breach of these Official Rules or of any other documents required by Sponsor or related to the Creative Materials or any use thereof; and (d) Not to sue and to irrevocably and unconditionally release, waive and forever discharge the Released Parties from any and all liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which the Band, any Band Member or any Non-Contestant (or any of their successors-in-interest, heirs and/or agents) ever had, now have, or in the future may have against the Released Parties, including, but not limited to claims arising out of or related to personal injury (including death) and/or damage, theft, loss or any other harm resulting in whole or in part, directly or indirectly, from participation in the Contest or any Contest-related activity (including but not limited to the trip, any Grand Prize Performance, and any music video produced as part of any prize awarded herein), the acceptance, possession, misuse, improper awarding, failure to award, or use of a prize, and/or the use of any of the rights granted herein (including, without limitation, the use and exploitation of the Creative Materials and any other videos and recordings made of the Band's performances during the Contest, or during the Grand Prize Performance, or in any music video produced as part of any prize awarded herein, and each Band's name, Band Member's name, address [city and state/province], biographical information, statements, voice, photograph and/or other likeness).
16. **LIMITATIONS OF LIABILITY:** Contest Entities are not responsible for illegible, garbled, corrupted, damaged, lost, late, misdirected, undeliverable or incomplete Entry Forms, Creative Materials, Audition Songs, or online votes, whether due to system errors, human errors or failures, or faulty transmissions or other telecommunications or other types of malfunctions

or interferences, and/or for online votes not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system or human errors and failures, or faulty transmissions, or as a result of any other error or problem of any kind relating to or in connection with this Contest, whether technical, mechanical, typographical, printing, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Contest, the collection and processing of the Entry Forms, Creative Materials, Audition Songs, and/or the judging of the Contest, voting, the announcement of a prize winner, or in any Contest-related materials. Sponsor may prohibit a Band or Band Member from participating in the Contest or winning a prize if, in its sole and absolute discretion, it determines that said Band or Band Member, or anyone acting in concert with such Band or Band Member, is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or unfair voting or judging practices, or intending to annoy, abuse, threaten or harass any other entrants, any judges or Sponsor's representatives. If for any reason any portion of this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify or suspend the Contest and select the potential winning Bands either by means of (i) those eligible votes or judges' scores (as applicable) received up to the cancellation/suspension date or (ii) Sponsor's sole and absolute discretion. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANYONE ELSE TO DELIBERATELY DAMAGE ANY WEBSITE, SOCIAL MEDIA SITE OR HYPERLINKS RELATED TO THIS CONTEST OR A BAND'S PARTICIPATION IN THIS CONTEST, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST, MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

17. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules, or of any Entry Form, release or any other document required herein, shall not affect the validity or enforceability of any other remaining provisions. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules (and the Entry Form, release or any other document, as applicable) shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. All Live Competition Requirements are incorporated in these Official Rules as though set forth in full. These Official Rules (including any Live Competition Requirements) and any other documents required by Sponsor constitute the entire understanding and agreement between each Band, Band Member and Sponsor. No other agreement, written or oral, express or implied exists between each Band or Band Member and Sponsor with respect to the Creative Materials, Official Rules or this Contest. Any modification, waiver or termination of the provisions of these Official Rules or such other documents must be authorized in writing by Sponsor. In the event of a discrepancy or conflict between the terms of the Entry Form or any Live Competition Requirements and these Official Rules, these Official Rules shall govern. Although these Official Rules, (including any Live Competition Requirements) may be available in multiple languages, the English version of these Official Rules shall prevail in the event of any conflict or difference between the English version and any version in another language. Sponsor reserves the right, in its sole and absolute discretion, to change, add to, delete from, modify or amend these Official Rules (including any Live Competition Requirements) at any time. All decisions of the Sponsor are final and binding.
18. **PERSONAL INFORMATION:** By entering the Contest, each Band and each Band Member consents to the collection, use and disclosure of its/his/her personal information collected in connection with the Contest by Sponsor and its authorized agents and representatives for the purposes of administering this Contest. Each Band and Band Member also agrees to the use in perpetuity of such Band's and Band Member's name, address [city and state/province], biographical information, statements, voice, photograph and/or other likeness, on any website or Social Media Platform related to the Sponsor, at the Grand Prize Performance, in any music video produced as part of any prize awarded herein, and otherwise in connection with conducting or promoting the Contest, Grand Prize Performance, any music video produced as part of any prize awarded herein, and Contest Entities, without further notice or compensation. It is agreed that all personal information collected during the course of the Contest may be transferred to the U.S.A. for the purposes set forth herein. For information about how your personal information is managed, please see <http://www.hardrock.com/privacy/privacy.aspx>.
19. **DISPUTES:** Except where prohibited, each Band and each Band Member agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate Federal or state courts located in the State of Florida, USA; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will any Band or Band Member be permitted to obtain awards for, and each Band and Band Member hereby waives all rights to claim,

indirect, punitive, incidental and consequential damages and any other damages and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses against any of the Contest Entities. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of each Band, Band Member and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

20. **RULES/WINNERS LIST:** To view the most up-to-date version of the Official Rules or obtain a list of the winners, please visit <http://www.facebook.com/hardrock>, or email customer_care@hardock.com and request the Hard Rock Rising® Battle of the Bands Contest Official Rules or Winners List. Please specify "Rules" or "Winners List". The complete winners list will be available on or about August 1, 2017

21. **SPONSOR:** Hard Rock Cafe International (USA), Inc., 6100 Old Park Lane, Orlando, FL 32835 U.S.A.

22. **CONTEST ADMINISTRATOR:** RPMC, 23975 Park Sorrento, Suite 410, Calabasas, CA 91302 U.S.A.

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