

OFFICIAL RULES VTG DANCE FLOOR GAME REMIX CONTEST

Sponsor:

Lawrence Stone (“VTG” or the “Company”)

Contest Start Date: March 19, 2011

Contest End Date: May 19, 2011

1. ELIGIBILITY.

NO PURCHASE NECESSARY TO ENTER OR WIN. The VTG Dance Floor Game Remix Contest (the “Contest”) is open only to those of the legal age of majority for entering into contracts in the country and state in which they reside (“Legal Age”). If you are younger than the applicable Legal Age, but are at least 13 years of age, you may enter into the Contest on the condition that your parent or legal guardian approves such participation and follows the instructions found on the Website for sending their approval to the Sponsor. Employees, officers, directors, agents and representatives of the Sponsors and their respective parent companies, affiliates and subsidiaries, and immediate family members of any of the foregoing, are not eligible to enter the Contest. Employees, agents or officers of any entity involved in the development, production, implementation and distribution of the Contest, are ineligible to enter the Contest. In all cases, this Contest is void where prohibited.

2. ENTRIES.

To enter the Contest, visit http://www.vtgmusic.com/remix_contest/ and follow the posted instructions for downloading the source audio files. Entries will be accepted between 12PM UTC on March 19, 2011 (the “Contest Beginning”) and 11:59PM UTC on May 19, 2011 (the “Contest Deadline”, and the period from the Contest Beginning to the Contest Deadline being the “Contest Period”). In order to download the source audio files and submit an entry into the contest, you will be required to provide your email. Your email will be added to the Company email list. A valid email address is required for registration.

3. ENTRY REQUIREMENTS

- (a) No purchase is necessary to enter or win the Contest. By entering the Contest, each entrant hereby warrants and represents that his or her entry conforms to the submission requirements set forth herein. Entrants may submit more than one entry into the Contest.
- (b) By entering, entrants agree to be bound by the results as determined by the judges and these Rules and to comply with all federal, state, and local laws and regulations and the decisions of the Sponsor with respect to interpretation of these Rules, which shall be final.
- (c) The source audio files include audio tracks from the songs on the album “Dance Floor Game” by VTG (the “Source Materials”). Entrants acknowledge and agree that: (1) VTG is granting you a limited, non-exclusive license to use the Source Materials solely in connection with participation in the Contest and only during the Contest Period, (2) you have no other right, title or interest in the Source Materials, and (3) any use by you of the

Source Materials other than as permitted by these Rules will constitute a violation of the Rules and may constitute copyright infringement. Entrants may, subject to these Rules, reproduce, edit and/or modify the Source Material and may mix the Source Material with original material created by the entrant or material from the public domain (“Additional Elements”) to create a derivative work of Source Materials using any platform the entrant chooses, provided that all entries must be recognizable derivative works of song(s) from “Dance Floor Game”. The Source Material together with any and all Additional Elements, edits, modifications, original content and other material included by the entrant in his or her entry are herein referred to as the “Submission Material”. Submission Materials must not contain material which is or which promotes activities which are harmful, threatening, abusive, disparaging, harassing, vulgar, obscene, hateful, pornographic, or libelous or which has other inappropriate content, or is otherwise objectionable as determined by the Sponsor in its sole discretion.

(d) Once you have completed your remix of a song from “Dance Floor Game”, you must submit your entry at <http://soundcloud.com/vtg/dropbox> in accordance with the posted instructions by the Contest Deadline. Entries not submitted in accordance with the posted instructions shall not be entered in the Contest. Entries must be submitted in WAV or AIFF format. The Soundcloud.com server to which your entry is uploaded shall be the official timekeeping device for this Contest. Entrants are encouraged to begin uploading their entries far enough in advance of the Contest Deadline to allow for adequate uploading times. It is the sole responsibility of the entrant to ensure that his or her entry is uploaded to the Soundcloud.com servers prior to the Contest Deadline. Neither VTG nor any of those working for or on behalf of any of them will be responsible for lost, late, misdirected, or damaged submissions, or for Internet, computer hardware and software, phone, and/or any other technical errors, malfunctions, and delays. Entries, which are incomplete, illegible, inaccurate, irregular in any way, or otherwise not in compliance with these Rules, are also void.

(e) With the exception of the Source Material, the Submission Materials must be wholly original and created entirely by entrant or be otherwise authorized for use and exploitation consistent with these Rules, must not incorporate or include anything that would require the consent of or payment to any third party (other than consent already granted for uses consistent with these Rules), and the Submission Materials must not violate any law or infringe on the copyright, trademark, publicity right, privacy right or any other right of any third party. Entrants agree to indemnify and hold harmless the Sponsor from any claims contrary to or in violation of these representations and warranties.

4. OWNERSHIP

When you submit your Submission Materials, you acknowledge and agree that VTG will maintain ownership of the Source Materials and will own all Submission Materials entered by you in the Contest or otherwise uploaded to the Website, and will own all publishing rights in and to the Submission Materials. You hereby grant, sell, transfer, assign and convey to VTG, its successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, all music and music publishing rights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights) in and to the

Submission Materials for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. VTG shall have the right to edit, composite, duplicate, or alter the Submission Materials for any purpose which VTG deems necessary or desirable, and you irrevocably waive any and all so-called moral rights that you may have in the Submission Materials submitted by you. You hereby acknowledge that you do not reserve any rights in and to the Submissions Materials. Notwithstanding the foregoing, you will retain whatever rights you had in and to any Additional Elements that may be incorporated into any particular Submission Materials, subject to an irrevocable, royalty-free, worldwide, non-exclusive license that you hereby grant to VTG to use such Additional Elements throughout the universe in perpetuity in any and all media now known or hereafter devised.

5. SELECTION OF WINNERS.

- (a) Upon the conclusion of the Contest Period and continuing until 11:59PM UTC on June 19, 2011 (the "Voting Period"), all valid entries will be listened to by VTG. In the final round, VTG will select from the submissions his favorite remixes (up to three remixes) (collectively, the "Winners"). The Winners shall receive the respective prizes indicated on the Contest Page http://www.vtgmusic.com/remix_contest/ (the "Prizes"). The Prizes are not transferable or assignable, and they are not redeemable for cash. The Sponsor reserves the right to substitute a prize of equal or greater value for any reason. If you are a Winner, you are responsible for the payment of any and all taxes and/or licenses and/or other related local, State, Federal and/or National fees that may apply to such winnings. If you are a Minor, the Prize will be awarded only in the name of your parent or legal guardian on behalf of you. The Sponsor intends to announce the Winners on or about June 30, 2011. The decision of VTG shall be final and binding in all regards.
- (b) The Winners will be notified by email and Winners (and parent or legal guardian if the Winner is under the age of majority in their jurisdiction of residence) will be required to sign (and have notarized) and return an Affidavit of Eligibility and Publicity/Liability Release ("Affidavit/Release") (and any other documents required by the Sponsor, within ten (10) calendar days of notification and receipt of such Affidavit/Release. If a Winner cannot be contacted within ten (10) calendar days of the first notification attempt, if the prize notification is returned as undeliverable, if a Winner rejects a Prize, or in the event of noncompliance with these Rules, the Prize will be forfeited and the Sponsor may determine a method to select an alternative winner from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. The information in the Winner's Affidavit of Eligibility must be correct or the Winner may be disqualified. By accepting a prize, each Winner agrees that the Sponsor, the Co-Sponsors and any prize provider (collectively or individually) may, without any limitation or further compensation, use his or her name, screen name, and/or likeness and the Submission Materials in any and all media for the purpose of public release, advertising and promoting themselves, the Website, the Contest, or any other promotion, contest or sweepstakes sponsored by the Sponsors.
- (c) By entering the Contest or accepting any of the Prizes, each entrant releases and discharges the Sponsor and all of their affiliated companies and their respective parents, subsidiaries, affiliates, advertising and promotion agencies, and all their respective employees, officers, directors, representatives and agents from any liability or damage

whatsoever due in whole or in part to the award, acceptance, possession, use or misuse of any prize or from participation in this Contest or an activity incidental to such participation.

(d) If, for reasons beyond the control of the Sponsor (including, but not limited to, tampering or computer virus infection), the Contest is not capable of running as originally planned, the Sponsor, at its sole discretion, reserve the right to cancel or modify the Contest, without liability. Non-compliance with any of the Rules may result in disqualification, in which case an alternate winner may be chosen. All entrants agree to comply fully with each provision in these Official Rules. Any person attempting to defraud or in any way tamper with this Contest and any person who does not comply with these Rules, will be ineligible for any Prize.

6. GOVERNING LAW.

These Rules shall be governed and construed under the laws of the State of California in the United States, without application of its conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation, shall be submitted to final and binding arbitration, to be held in San Francisco, California, before a single arbitrator, in accordance with California Code of Civil Procedure. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, by selecting from a list of arbitrators supplied by the American Arbitration Association or JAMS/Endispute. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing; provided, however, that each side shall bear its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court. Nothing in this paragraph shall affect either party's ability to seek from a court injunctive or equitable relief at any time. The Contest is void where restricted or prohibited by law.

7. MORE INFORMATION

To obtain the identity of the Winner or to obtain a copy of these rules, send an email to vtg@vtgmusic.com