

## OFFICIAL RULES

The following are the official terms and conditions (hereinafter, the “Official Rules”) regarding the submission of musical compositions and recordings (hereinafter, the “Song(s)”) in consideration for use in connection with the feature length motion picture currently entitled “The Fifth Quarter: The Luke and Jon Abbate Story” (hereinafter, the “Picture”). The Official Rules are non-negotiable, and by indicating your acceptance thereof, you agree to be bound by the Official Rules.

**SUBMISSION PERIOD:** The time period for submission of songs shall begin at 12:00AM on December 18th, 2008 and end at 12:00AM on June 3rd, 2009 (the "Submission Period"). Entries may only be submitted during the Submission Period, all entries outside of the Submission Period will not be considered for use in the Picture.

**ELIGIBILITY CRITERIA:** In order to submit a Song for consideration, at the time of entry, all persons, whether submitting a song individually, or as members of musical group, (hereinafter, individually or as a member of musical group, “Artist”), must be eighteen (18) years of age or older from the time of entry, Artist controls all rights, title and interest to the Song as submitted, and must be accurately represented in the Submission, as defined below, (the “Eligibility Criteria”). Void wherever prohibited or restricted by law. Subject to all applicable federal, state and local laws.

Employees, contractors, directors and officers of Fifth Quarter LLC (“Producer”), their affiliated companies, distributors, advertising, and promotion agencies involved in the development, production, distribution, advertising, promotion or exploitation of the Picture (collectively, “Affiliates”), and the immediate family members and those living in the same households of each are not eligible to submit a Song. If it is determined any member of a musical group is ineligible, the entire musical group will be disqualified.

**TO ENTER:** During the Submission Period, upload a submission package that meets the Entry Requirements (described below) to [music.the5thquartermovie.com](http://music.the5thquartermovie.com) (collectively, a “Submission”). A Submission must include: (i) sound recordings of one or more original songs, written by Artist only, performed by the Artist, each Song may be no longer than six (6) minutes in length, with a file size of no more than one gigabyte (1GB) and must be in the MP3 file format; and (ii) completion of the entry form, provided in the entry submission section of the [music.the5thquartermovie.com](http://music.the5thquartermovie.com) website (the “Website”). By uploading a Submission, Artist hereby warrants and represents that the entire Submission meets the following Entry Requirements:

- Submission cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity;
- Submission cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Submission cannot be obscene or offensive, endorse any form of hate or hate group;

- Submission cannot defame, misrepresent or contain disparaging remarks about Producer or the Picture, or other people, products or companies, associated with the Producer or the Picture;
- Submission cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without written permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Submission cannot contain copyrighted materials owned by others (including other media or musical "samples" other than the musical tracks provided);
- Submission cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than entrant, without written permission;
- Submission cannot depict, and cannot itself, be in violation of any law.

Each completed entry form must also include the name(s) and address(es) of Artist, the person or persons who will receive email and other communications from Producer, and also include a biography, at least one press photograph of Artist, (or all members of a musical group). Producer reserves the right to, and may or may not, monitor/screen Submissions prior to posting them to the Website. By submitting a Song(s), Artist acknowledges that Producer has no obligation to use or post any Submission it submits. Delivery of a Submission grants Producer and their respective agents an unlimited, worldwide, perpetual license and right to publish, use, publicly perform the Song(s) included in the Submission in any way, via the Website, and any advertising and promotion of the Website in any and all media, without limitation, and without consideration to the entrants.

**ARTIST REPRESENTATIONS, GRANT OF RIGHTS: BY SUBMITTING SUBMISSION, ENTRANT ACKNOWLEDGES THAT SUBMISSION MAY BE POSTED ON PRODUCER'S WEBSITE AND USED IN CONNECTION WITH THE PICTURE, IN PRODUCER'S DISCRETION, and Artist warrants and represents that Submission: (a) is Artist's original work, (b) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and that with respect to any Submission: and (c) and that publication of the Submission via the Website, and any advertising and promotion of the Website in any and all media, and use of the Song(s) in connection with the Picture, in any advertising and promotion of the Picture, and on soundtrack albums, will not infringe on the rights any third party. Artist will indemnify and hold harmless, Producer and its Affiliates from any claims to the contrary.**

By submitting a Song(s), Artist (i) grants to Producer a worldwide, perpetual, irrevocable, right and royalty-free license to post, perform and use of their Submission on the Website, and any advertising and promotion of the Website in any and all media, Artist's names and, except if otherwise prohibited by law, each of the respective band members' first and/or last names, hometown, place of residence, photo(s), voice and/or likeness, on television, radio, publications and the Internet, including on the Website and other Producer's or its Affiliates' respective websites, and any advertising and promotion of the Website in any and all media, (ii) agree that Producer and its Affiliates, in Producer's sole discretion, may edit, adapt, composite, mix, remix,

morph, scan, duplicate, alter and/or otherwise modify and commercially exploit Submission on the Website, and any advertising and promotion of the Website in any and all media, in whole or in part, without any restrictions as to changes, for publication or for any other purpose which the Producer deems necessary or desirable, including, without limitation, in future publicity and advertising for the Website; (iii) agree that Producer and its Affiliates shall have no obligation (express or implied) to use Submission in any manner and entrants shall not be entitled to any damages or other relief by reason of Producer's use or non-use of Artist's Submission; (v) agree to be bound by these Official Rules and the decisions of the Producer and its Affiliates; (vi) agree that Artist may be contacted by Producer or its Affiliates by telephone, mail or email regarding Artist Submission; and (vii) agree to sign and deliver to Producer or its Affiliates such documents as Producer or its Affiliates may reasonably require to effectuate the rights granted herein, provided that if Artist fails to do so within 5 business days from Producer's written notice and submission to Artist of the aforementioned documents, Artist hereby irrevocably appoints Producer as Artist's attorney-in-fact in connection with the Picture, with the right to execute such documents reasonably necessary to effectuate the grant of rights in the Official Rules and the License Agreement (as defined below).

Furthermore, by submitting a Song(s) and indicating agreement and acceptance of the Official Rules and the Publishing, Synchronization, Performance and Master Use License For Motion Picture, which can be viewed and downloaded at [music.the5thquartermovie.com/licenseagreement.pdf](http://music.the5thquartermovie.com/licenseagreement.pdf) (hereinafter, the "License Agreement"), Artist grants to Producer and its Affiliates the irrevocable and exclusive option to use the Song(s) in connection with the Picture, including, but not limited to, use of the song in synchronization with the Picture and in soundtrack albums in connection with the Picture (hereinafter, the "Option"), pursuant to the terms and conditions as defined and set forth in the License Agreement. The Option will be exercised in Producer's and its Affiliates' sole and exclusive discretion, by notice from the Producer or its Affiliates to Artist, either by telephone, mail or email. In the event that Producer does not select Artist's Song(s) for use in connection with the Picture, Producer and its Affiliates shall have no further obligations to Artist of any kind, provided that all terms and conditions of the Official Rules shall remain in effect.

**JUDGING CRITERIA:** Songs will be selected based on the following factors: professional quality presentation, musicianship and commercial viability/marketability and the conformity of the Song with the Picture; ("Judging Criteria").

**SELECTION OF SONGS:** Songs will be selected, as follows:

Round One: Submissions uploaded during the Entry Period will be featured on the Website for community judging, which will take place beginning on December 18th, 2008 and ends on June 3rd, 2009 (the "Community Judging Period") where visitors to the Website may vote and otherwise participate in reviewing the Submissions. The Submissions (and accordingly, the Artists) will be ranked according to public voting and the amount of interest and attention Artists are receiving on the Website in a weighted manner so as to rank and order the Submissions. Any attempt by Artists, their members and/or their family and friends to using fraudulent mechanisms to unfairly affect the outcome, as determined by Producer and its Affiliates in its sole discretion,

shall give Producer the right to disqualify the Artist.

Round Two: Producer and its Affiliates will select Songs based on the Judging Criteria to be used in connection with the Picture. While the rankings established during the Community Judging Period will be considered as one factor by the Producer and its Affiliates, it will not be determinative, and Producer and its Affiliates shall reserve the right, in its sole discretion, to select Songs regardless of said Song's ranking from the Community Judging Period. Artists will be notified by Producer as to whether Producer has decided to use Artist's Song(s), in Producer's sole discretion. Artist will be required to execute a License Agreement in connection with their Song(s) in order for said Song(s) to be used and included in the Picture and on any soundtrack album in connection with the Picture. If Artist fails to execute said License Agreement, Producer shall have no further obligations to Artist.

GENERAL TERMS: Artists are solely responsible for any taxes on monies received in connection with their Songs use in connection with the Picture and soundtrack albums. In the event that Producer or its Affiliates select Artist's Song for use in connection with the Picture and soundtrack albums, said selection is non-transferable. If an Artist refuses to execute a License Agreement regarding the use of its Song in connection with the Picture and soundtrack albums, said Artist and its Song shall be disqualified from consideration for use in connection with the Picture and soundtrack albums. In the event that an Artist and/or its Song is disqualified from consideration, Producers and its Affiliates may select another Artist and/or Song for use in the Picture and soundtrack albums. Artists will be notified of Producers' intention to use their Song by phone, email, and/or regular mail to the contact information provided during registration. By submitting a Song to the Website, Artist thereby releases Producer and its Affiliates from any and all claims, damages or liabilities arising from or relating to such Artist's submission of the Song(s), and agrees to resolve any and all disputes, claims and causes of action arising out of or in connection with its Submission or Song(s), without resort to any class action, and agree to indemnify and hold Producer and its Affiliates harmless from any and all claims, demands, causes of action and judgments (including attorneys' fees, court costs and experts' fees) arising out of relating to any breach by Artist of the terms and conditions of these rules, including the representations and warranties made herein. By submitting a Song(s) and/or agreeing to the use of the Song(s) in connection with the Picture, Artist agrees that the Producer and its Affiliates shall not be liable for any loss or injury resulting from Artist's Submission of a Song(s). As a condition of submitting a Song(s), Artist also agrees that any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, if any, but in no event attorneys' fees; and under no circumstances will Artist be permitted to obtain any award for, and Artist hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket costs incurred, and any and all rights to have damages multiplied or otherwise increased.

By submitting a Song(s), Artist agrees to be bound by these Official Rules and the decisions of Producer and its Affiliates, and waives any right to claim ambiguity in these Official Rules. Producer reserves the right to make changes or additions to these rules and/or change the dates included in the Official Rules at any time.

All agreements, including these Official Rules, the Licensing Agreement and any other documents required in connection with Submissions and Songs, shall be governed by the laws of

the State of California. By submitting a Song(s), Artist consents to the jurisdiction and venue of the federal, state and local courts located in Los Angeles, California for the resolution of any disputes.

**LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Producer or its Affiliates resulting from Artist submission of a Song(s). No responsibility or liability is assumed by the Producer or its Affiliates for: (i) technical problems or technical malfunction which may affect the operation of the Website in connection with Artist's Submissions or Songs, including but not limited to any of the following occurrences (a) hardware or software errors; (b) faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; (c) errors or limitations of any Internet service providers, servers, hosts or providers; (d) garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; (ii) lost, late, delayed or intercepted e-mail transmissions; (iii) inaccessibility of the Website, in whole or in part for any reason, or traffic congestions on the Internet; (iv) unauthorized human or non-human intervention, including without limitation, unauthorized tampering, hacking, theft of intellectual property, virus, bugs, worms; (v) destruction of any aspect of Artist's Submission or Song, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Website; (vi) any typographical errors in the Official Rules, or any inaccurate or incorrect data contained on the Website; (vii) any personal injury, or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from use of the Website or the download of any information from the Website; (viii) any attempt by an entrant or other individual to deliberately damage or undermine the legitimate operation of this promotion, including but not limited to any fraudulent claims, may be a violation of criminal and civil laws – and should such an attempt be made, Producer and its Affiliates reserve the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Producer and its Affiliates failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Artists engaging in any of the foregoing activities may be disqualified.