



HARD ROCK'S AMBASSADORS OF ROCK® BATTLE OF THE BANDS ENTRY FORM

NAME OF THE BAND: _____

NAMES OF THE BAND MEMBERS (minimum of 2 and maximum of 5):

1) _____ 2) _____
(Band Administrator)

3) _____ 4) _____ 5) _____

In order to enter Hard Rock's Ambassadors of Rock® Battle of the Bands Contest (the "Contest") and be eligible to win, each band, and each band member, must read the Official Rules and agree to all of the following terms:

We, the undersigned entrants, each hereby represent, warrant, acknowledge and agree that:

1. At all times from March 13, 2009 until May 6, 2009 (the "**Contest Period**") and up through the conclusion of the Grand Prize Performance (as defined in the Official Rules), I will a) be a permanent lawful resident of the fifty (50) United States or the District of Columbia, or Canada (except the province of Quebec), and b) be 18 years of age or older. I am not (and during that same period will not be) a) an employee, officer or director of Hard Rock Cafe International (USA), Inc. ("**Sponsor**"), a participating Hard Rock Café location, RPMC, Inc., ("**Contest Administrator**"), the independent judges retained by Sponsor ("**Hard Rock Judges**"), or any of their respective affiliated, parent, or subsidiary companies, or their advertising or promotion agencies, (collectively, the "**Contest Entities**"), nor am I now (nor at any time during such period will I be) b) a member of the immediate family (parents, children, siblings and spouses, regardless of where they reside) or household (whether related or not), of such employees, officers or directors. **Each band member of the potential Grand Prize winner band must have a valid passport, and any other necessary travel documents, and have no restrictions on his/her ability to travel as contemplated herein. Sponsor reserves the right to disqualify any Finalist in which all band members do not have a valid passport at the time of Website voting.**
2. I can only compete in the Contest as a member of an eligible band. My band consists of at least two (2) members and no more than five (5) members, each of whom are eligible entrants. In the event any member of my band is disqualified, then the entire band will be disqualified. Sponsor will determine eligibility in its sole discretion. There is a limit of one entry per band and per person. If more than one Entry Form is received from my band, or an entrant appears on more than one Entry Form, then the applicable band(s) and band member(s) will be disqualified.
3. **Each and every one of my band members** must sign this Entry Form and the Entry Form must be returned to the location specified by the administrator ("**Local Contest Administrator**") at the participating Hard Rock Café location ("**Local Competition Site**") where I and my band wish to enter the Contest and compete by the Local Entry Deadline. Entry Forms received after a Local Entry Deadline will not be eligible to compete at the Local Competition Site and will be disqualified. Only those entrants who, as a named member of the band, have fully completed, signed and returned the Entry Form will be eligible to compete in the Contest and be eligible for any prize, including the opportunity to participate in the Grand Prize Performance. Once a valid Entry Form is returned to the location specified by your Local Contest Administrator, then the band may only compete at that Local Competition Site and



no other. Sponsor reserves the right to add or delete Local Competition Sites at any time, without prior notice. Some Local Competition Sites may limit the number of participating bands. In those instances the Local Contest Administrator will establish the criteria for selecting which bands will be able to compete.

4. My band has identified one (1) representative (the "**Band Administrator**") on this Entry Form who will be the contact person for the band in all matters related to this Contest and who shall also have authority to act on behalf of the band with respect to all aspects of this Contest. If my band is named as a potential Semi-Finalist, Finalist or Grand Prize winner, and the Band Administrator cannot be reached by telephone within twenty-four (24) hours from the first notification attempt, then my band may be disqualified.
5. Although each member of my band must be 18 years of age or older to enter this Contest, if any band member is deemed a minor in his/her state or province of residence, then the parent/legal guardian of such minor must sign this Entry Form and any other documents required on behalf of such minor.
6. Any songs submitted and performed by my band in conjunction with the Contest which are to be judged or performed during any Grand Prize Performance (collectively, the "**Judged Materials**") are the original work of my band or one or more of its competing band members i.e., the band or one or more of its competing band members owns and controls all right, title and interest, including copyright, in and to the lyrics, music, arrangement and composition of such songs.
7. All persons having any rights, title and/or interest whatsoever with respect to any of the Judged Materials, or any elements thereof, or any other lyrics, music, arrangement, composition, or song performed during the Contest by my band that is not judged ("**Non-Judged Materials**"), have authorized the submission, public performance and other use of such materials by the band in this Contest, and have waived any applicable moral rights in such materials in favor of the entrants. The Judged Materials and Non-Judged Materials are referred to herein collectively as the "**Creative Materials**".
8. The use of Creative Materials as contemplated by these Official Contest 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.
9. If my band or any band member is uncertain as to whether we can agree to all of the provisions of this Entry Form, we acknowledge that we have been advised to confer with our legal counsel or other advisors. If requested by Sponsor, we agree to provide proof in writing of any necessary authorizations, assignments or waivers required herein.
10. Judged Materials may not contain "sampling" from other songs, music, sound effects, or any other elements over which the band and its members do not have all necessary rights, title and interest, including copyright.
11. Creative Materials and our band name must be in keeping with Sponsor's positive image. Without limitation, Creative Materials that are deemed by Sponsor, in its sole discretion, to be or to contain profanity or explicit sexuality, or that is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous, or which encourages unlawful behavior, or which is hateful, or which is racially, ethnically or otherwise offensive or objectionable, may be disqualified.
12. Judged Materials and band names must not include brand names, trade-marks, trade names, logos or the intellectual property of any third parties.



13. Creative Materials and Entry Forms 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.
14. I agree that: a) Sponsor and its designees may use, copy, publish, videotape, broadcast, distribute and otherwise publicly display all elements of the Creative Materials and any videos taken of the band's performances during the competition or any Grand Prize Performance (as defined in the Official Rules) (collectively, the "Video"), as well as 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, promoting and conducting this Contest and the Concert, without notification and without compensation of any kind to any contestant or any third party. Sponsor reserves all rights, including without limitation, the right to reproduce, alter, amend, edit, modify, crop and use the Creative Materials and Video in connection with advertising, promoting and conducting this Contest and the Concert.
15. Sponsor does not undertake to consider the Creative Materials in confidence and Sponsor has not made any prior inducements, promises or representations to me or my band regarding the Creative Materials other than as set forth in the Official Rules of this Contest.
16. 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 developed, created or used by Sponsor, both prior to and after the submission of each contestant's Creative Materials herein, and Sponsor shall have no obligations to my band or me with respect to such other Creative Materials. Accordingly, my band and I acknowledge that Sponsor's use of other material containing elements similar to or identical with those contained in my band's Creative Materials shall not entitle the my band or me to any compensation if Sponsor has an independent right to use such other materials.
17. I agree to: (a) to be bound by the Official Rules and any other documents required by Sponsor (including, without limitation, the Entry Form and any releases required) and by the decisions of Sponsor, the Local Contest Administrator, the Local Judges, the Hard Rock Judges, the Online Judges, and the Contest Administrator, and to waive any right to claim ambiguity in this Contest, the Official Rules or any other documents required by Sponsor (including, without limitation, the Entry Form and any releases), (b) 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 me during or in connection with my 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 including any use thereof and, (c) 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 I (or my 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, the acceptance, possession, misuse 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 each band member's name, address [city and state/province], biographical



information, statements, voice, photograph and/or other likeness). I further agree that I will indemnify and hold the Released Parties harmless from and against all claims arising out of, connected with or resulting from my breach of this Entry Form and/or the Official Rules.

18. Sponsor reserves the right at any time, in its sole discretion, to disqualify a band it believes, in its sole discretion, is not in compliance with the Official Rules, or which has made a false or misleading statement on the Entry Form or otherwise, and reserves the right to pursue all other rights and remedies available at law in the event of such disqualification.
19. This document, together with the Official Rules of the Contest, constitutes the entire agreement and complete understanding of the parties, and no oral or prior written agreements shall be deemed a part of or modification of this agreement. This agreement cannot be modified except by a written instrument signed by an authorized representative of Sponsor.
20. This Contest shall be governed by the laws of the State of Florida without reference to its conflicts of law provisions. I hereby consent to the exclusive jurisdiction of the federal, state, and local courts located within Florida. Invalidity, illegality or unenforceability of any provision or any part of any provision of this agreement shall not affect or impair the validity, legality or enforceability of any other provision or any part of any other provision of this agreement.
21. Each band member is solely responsible for payment of any and all applicable income or other taxes or fees due for or on account of any prize(s) or consideration that such band member receives as a result of this Contest. Each band member also understands that he/she will be issued a 2009 IRS 1099 MISC Form in the amount equal to the approximate retail value of any prize(s) that may be awarded to each band member, in the event the approximate retail value of the prize is \$600 or greater.
22. If I am a "U.S. person" (as defined by U.S. tax law), then, under penalty of perjury, I certify that i) The social security number below is my correct taxpayer identification number, and ii) I am not subject to backup withholding because: a) I am exempt from backup withholding, or b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and iii) I am a U.S. person (including a U.S. resident alien).
23. If I am not a "U.S. person" (as defined by U.S. tax law) and the Contest Entities are required to withhold U.S. federal withholding tax from a prize (and pay such amount directly to the United States Internal Revenue Service), then I acknowledge and agree that I will be required to pay to the Contest Entities the amount of the legally required withholding before I can receive the applicable prize. Failure to pay such amount within the deadline established by the Contest Entities will result in my and my band's disqualification. Notwithstanding such payments, I acknowledge and agree that I will be solely responsible for the payment of any taxes due as a result of winning a prize.
24. I will not do anything or cause any third party to do anything which would manipulate or in any way influence the outcome of the Contest with the intent to deceive the public, including, but not limited to, tampering with any voting system or process. I agree that I will not participate in any such act or any other deceptive act with respect to the Contest, nor permit anyone to do so on our behalf. I agree that if anyone tries to induce me or my band to do any such act, I shall immediately notify the Contest Entities.



I hereby certify and represent that I have read the foregoing Entry Form and fully understand the meaning and effect thereof, and intending to be legally bound, I hereby accept all of the terms and conditions herein.

Band Name: _____

Band Member/Administrator:

Role in the band: _____

Printed Name: _____

Signature: _____ Date: _____

Street Address: _____

City & State (or Province): _____

Zip/Postal Code: _____

Country: _____

Home Telephone: _____

Work Telephone: _____

Cell Phone: _____

Date of Birth: _____

Social Security Number*: _____

Band Member:

Role in the band: _____

Printed Name: _____

Signature: _____ Date: _____

Street Address: _____

City & State (or Province): _____

Zip/Postal Code: _____

Country: _____

Home Telephone: _____

Work Telephone: _____

Cell Phone: _____

Date of Birth: _____

Social Security Number*: _____

Band Member:

Role in the band: _____

Printed Name: _____

Signature: _____ Date: _____

Street Address: _____

City & State (or Province): _____

Zip/Postal Code: _____

Country: _____

Home Telephone: _____

Work Telephone: _____

Cell Phone: _____

Date of Birth: _____

Social Security Number*: _____

Band Member:

Role in the band: _____

Printed Name: _____

Signature: _____ Date: _____

Street Address: _____

City & State (or Province): _____

Zip/Postal Code: _____

Country: _____

Home Telephone: _____

Work Telephone: _____

Cell Phone: _____

Date of Birth: _____

Social Security Number*: _____



Band Member:

Printed Name: _____

Signature: _____ Date: _____

Street Address: _____

City & State (or Province): _____

Zip Code or Postal Code: _____

Country: _____

Home Telephone: _____

Work Telephone: _____

Cell Phone: _____

Date of Birth: _____

Social Security Number*: _____

*Each band member who is a "U.S. person" (as defined by U.S. tax law) is required to provide his/her social security number.

Although you must be 18 years of age or older to enter this Contest, if you are deemed a minor in your state or jurisdiction of residence, then your parent/legal guardian must sign below.

I hereby consent and agree to the above as the parent/legal guardian of the applicable minor

Applicable Minor's Name

Applicable Minor's Name

Parent/Legal Guardian Signature Date

Parent/Legal Guardian Signature Date

(Please print name)

(Please print name)

Applicable Minor's Name

Applicable Minor's Name

Parent/Legal Guardian Signature Date

Parent/Legal Guardian Signature Date

(Please print name)

(Please print name)

Applicable Minor's Name

Parent/Legal Guardian Signature Date

(Please print name)