

Hard Rock's Ambassadors of Rock® Battle of the Bands

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.

1. **CONTEST PERIOD/ENTRY DEADLINES:** The Hard Rock's Ambassadors of Rock® Battle of the Bands contest ("**Contest**") begins March 13, 2009 and ends May 6, 2009 ("**Contest Period**"). Each participating Hard Rock Cafe location ("**Local Competition Site**") will establish its own deadline within the Contest Period for the receipt of each band's fully completed Entry Form (as defined below) for the Contest (each a "**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. Please contact your local participating Hard Rock Cafe location to determine the Local Entry Deadline for that location. The list of participating Hard Rock Cafe locations is as follows:

UNITED STATES:

Atlanta, GA
Biloxi, MS
Chicago, IL
Denver, CO
Detroit, MI
Hollywood, CA
Hollywood, FL
Honolulu, HI
Houston, TX
Indianapolis, IN
Louisville, KY
Orlando, FL
Memphis, TN
Myrtle Beach, SC
Nashville, TN
Niagara Falls, NY
Pittsburgh, PA
Sacramento, CA
San Antonio, TX
San Diego, CA
St. Louis, MO

CANADA:

Toronto, ON

2. **ELIGIBILITY:** At all times during the Contest Period and up through the conclusion of the Grand Prize Performance (as defined herein), to be eligible to compete in the Contest, win any prize, or participate in the Grand Prize Performance, each entrant must:

- a) be a permanent lawful resident of the fifty (50) United States or the District of Columbia, or Canada (except the province of Quebec),
- b) be 18 years of age or older,
- c) **not** be an employee, officer or director of Hard Rock Cafe International (USA), Inc. ("**Sponsor**"), a participating Hard Rock Cafe 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**")
- d) **not** be a member of the immediate families (parents, children, siblings and spouses, regardless of where they reside) or households (whether related or not), of such employees, officers or directors.

Contest is void in the Province of Quebec and in all areas outside of the areas indicated above, and where prohibited or restricted by law. To participate in the Grand Prize Performance you must have a valid passport. Each entrant must compete in the Contest as a member of an eligible band. Each band must consist of at least two (2) members and no more than five (5) members, each of whom must be an eligible entrant. In the event any member of a band is disqualified, then the entire band will be disqualified. Eligibility will be determined by Sponsor 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 the same band, or an entrant appears on more than one Entry Form, then the applicable band(s) and band member(s) will be disqualified.

3. HOW TO ENTER: First, visit Hardrock.com (the "**Website**") and click on the Contest link or banner to receive details on the Contest. Be sure to carefully review the Official Rules of the Contest (including all instructions on performance conditions/restrictions and judging criteria). Then, print out the official Entry Form from the Website. (You may also visit your local participating Hard Rock Cafe location where you can obtain an Entry Form and the Official Rules.) See the Local Competition Sites listed above.

The Entry Form consists of:

- a) information about each band member and the band
- b) a declaration/affidavit of eligibility by each band member
- c) a rights/publicity/liability release (collectively, the "**Entry Form**"). **Each and every entrant band member** must then sign the Entry Form and the Entry Form must be returned to the location specified by the administrator ("**Local Contest Administrator**") at the Local Competition Site where you wish to enter the Contest and compete by the Local Entry Deadline. 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.

Each band must identify one (1) representative (the "**Band Administrator**") on the 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. Although each entrant must be 18 years of age or older to enter this Contest, if a band member is deemed a minor in his/her state or province of residence, then the parent/legal guardian of such minor must sign any documents required herein on behalf of such minor. Only complete Entries will be accepted. Failure to fully complete and return the Entry Form (including the signatures of all band members) by the applicable Local Entry Deadline will result in disqualification of the band and all of its band members or if an Entry Form does not comply with these Official Rules, the Entry Form may be disqualified at Sponsor's sole discretion. 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 for that Local Competition Site will establish the criteria for selecting which bands will be able to compete.

4. GENERAL REQUIREMENTS:

A. Each band, and each of its respective entrant members, agree, warrant and represent that:

i. Any songs submitted and performed 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 the 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. (The band may perform other songs that will not be judged and those songs do not have to be the original works of the band i.e., they can be cover songs.);

ii. 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 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**"

iii. 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. 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 at its sole discretion to request proof in writing of any necessary authorizations, assignments or waivers required herein.

B. 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.

C. Creative Materials and band names 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.

D. Judged Materials and band names must not include brand names, trade-marks, trade names, logos or the intellectual property of any third parties.

E. 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.

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 these 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.

5. SELECTION OF SEMI-FINALISTS:

After receipt of your completed Entry Form, the Local Contest Administrator at each Local Competition Site may conduct both qualifying and finals event competitions among all bands eligible to compete at that Local Competition Site (the "**Local Competition**"). The Local Contest Administrator will conduct such Local Competition at such date(s) and time(s) as is established by the Local Contest Administrator. The Local Contest Administrator will advise the Band Administrator of each band of any and all Local Competition requirements (including the competition format, the number of songs to be performed and/or judged, the number of performances, and the schedule for the competition, collectively, the "**Local Competition Requirements**"). Should a competing band fail to comply

with all such Local Competition Requirements, or fail to appear for the Local Competition at such date(s) and time(s) as is established by the Local Contest Administrator, then such competing band shall be disqualified. The Local Contest Administrator may conduct both qualifying events as well as a finals event. During the Local Competitions each competing band will perform such number of songs as may be required by the Local Contest Administrator. However, only two song performances will be judged. The band will select two **original** songs from those performed during the Local Competition to be judged and will advise the Local Contest Administrator of the songs it wishes to be judged by the deadline established by the Local Contest Administrator prior to the start of the Local Competition. The two songs will be judged by a panel of qualified judges (which may include professionals in the music, radio or recording industry and members of the general public) to be selected by the Local Contest Administrator in its sole discretion (collectively, the "**Local Judges**"). The Local Judges will judge the two selected songs according to the following judging criteria and with the following weight given to each such criterion (the "**Judging Criteria**"):

- 1) Musicianship (30%);
- 2) Voice Talent (20%);
- 3) Originality (20%)
- 4) Stage Presence (20%)
- Fan Reaction/Appeal (10%).

The one (1) band at each Local Competition Site with the highest total score at the finals event, if applicable, as determined by the Local Judges in their sole discretion using the Judging Criteria, will be declared the Semi-Finalist for that Local Competition Site (a "**Semi-Finalist**"). Select performances will be video-recorded by representatives of the Local Contest Administrator during the finals event for selection of the Semi-Finalist band. The odds of being declared a Semi-Finalist depend on the number of bands competing at each Local Competition Site and the skill of the band and its members. No more than one (1) Semi-Finalist will be named from each Local Competition Site. In the event of a tie, the band from among the tied entries with the highest cumulative score in the first judging criterion described above will be declared the Semi-Finalist. In the event of a tie using the tie-breaking criterion, the Semi-Finalist shall be selected by the Local Judges, in their sole discretion. The decisions of the Local Judges relating to the selection of each Semi-Finalist are final. In the event it is determined that any potential Semi-Finalist band or band member is ineligible or is disqualified for any reason, then the band will be disqualified and the Local Contest Administrator may elect either not to select a Semi-Finalist for the applicable Local Competition Site or to name as the Semi-Finalist the band receiving the next highest cumulative score. In the event of a tie in such instance, the tie breaking criteria described above may be utilized.

6. **SELECTION OF FINALISTS:**

Upon the conclusion of each Local Competition, the video recording of each Semi-Finalist's judged song with the highest total score (or in the event of a tie, the one with the highest musicianship score) (the "**Video**") shall be forwarded by the Local Contest Administrator to the Hard Rock Judges. On or about May 13, 2009 through May 20, 2009, the song on the Video (and the corresponding band) will be judged by the Hard Rock Judges using the Judging Criteria. The Sponsor will determine the number of Finalists to be selected. That number of Semi-Finalists with the highest total score (as determined by the Hard Rock Judges in their sole discretion using the Judging Criteria) will each be declared a Finalist (a "**Finalist**"). The odds of being declared a Finalist depend on the number of Finalists selected, the number of Semi-Finalists competing, and the skill of the band and its 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 Finalist. In the event of a tie using the tie-breaking criterion, the Finalist shall be selected by the Hard Rock Judges, in their sole discretion. The decisions of the Hard Rock Judges relating to the selection of each Finalist are final. In the event it is determined that any potential Finalist band or band member is ineligible or is disqualified for any reason, then the band will be disqualified and the Sponsor may elect to name as a Finalist the band receiving the next highest cumulative score. In the event of a tie in such instance, the tie breaking criteria described above may be utilized.

7. SELECTION OF THE GRAND PRIZE WINNING BAND:

During the period from 3:00 p.m. (Eastern Daylight Time ["EDT"]) on May 26, 2009 until ends 11:59 p.m. EDT on June 7, 2009 (the "**Judging Period**"), the Video of each Finalist band will be posted on Hardrock.com for viewing and for judging by visitors to the Website ("**Online Judges**"). The Online Judges will vote for their favorite band and the Finalist band receiving the highest number of valid votes on the Website during the Judging Period will be named the potential Grand Prize winning band, subject to eligibility requirements set forth herein and compliance with the Official Rules. Automated votes are prohibited. There is a limit of one vote per person and per email address. Any votes exceeding that limit will be disqualified. The odds of being declared a Grand Prize winner depend on the number of Finalists competing, and the skill of the band and its members. In the event of a tie, the Grand Prize winner shall be selected by the Sponsor, in its sole discretion. The decisions of the Online Judges and the Sponsor relating to the selection of the Grand Prize winner are final. In the event it is determined that any potential Grand Prize winner band or band member is ineligible or is disqualified for any reason, then the band will be disqualified and the Sponsor may elect to name the band receiving the next highest score as the potential Grand Prize winner.

8. **NOTIFICATION:** If any 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 such band may be disqualified and another competing band with the next highest score (or number of votes) may be chosen in such band's stead.

9. **PRIZE: One (1) Grand Prize:** A trip to London, England for each member of the Grand Prize winning band named in the Entry Form (up to five (5) such members) and the opportunity for the band to perform (the "**Grand Prize Performance**") at the 2009 Hard Rock Calling Festival in Hyde Park, England (the "**Concert**"). Trip consists of the following components for each band member: Round-trip coach air transportation from the major international airport gateway selected by the band to London (all band members must travel on the same itinerary, depart from and return to the same location, and provide their own transportation to the departure airport); three (3) nights first-class hotel accommodations in London (two rooms - double occupancy in one room and triple occupancy in the second room); round-trip ground transportation between airport and hotel in London (including equipment), and US\$250.00 spending money for each band member. (Approximate Retail Value ["ARV"] US\$4,183.00 for each band member.) Band members are responsible for shipping their own equipment to London. The date, time, length and other specific requirements for the Concert performance will be determined by Sponsor in its sole discretion. Grand Prize winners may be required to sign additional publicity/liability/rights releases before participating in the Concert performance. **Travel must take place during the period of June 24 – June 29, 2009, or on such other dates as may be specified by Sponsor.** Actual value may vary depending on departure location, booking date, number of band members, fares at the time of travel and other factors.

Winners are not entitled to the difference, if any, between the stated and the actual Grand Prize value. The Grand prize winner may be disqualified and the Grand Prize may be forfeited in the event that a winning Band, or any Band member therein, becomes involved in any situation which may bring Sponsor into public disrepute, contempt, scandal or ridicule, or which tends 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. If any winning band member is a legal resident of Canada (i.e. "**Canadian Winner**") 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 Sponsor will provide an additional tax payment assistance award ("**International Tax Assistance Award**") with respect to each such Canadian Winner for use in payment of his/her U.S. federal withholding tax. The amount of such International Tax Assistance Award for this Grand Prize will be equal to that amount required to be withheld by Sponsor under U.S. federal tax laws and regulations, up to a maximum of US\$1,972.71 for each Canadian Winner. In the event a Canadian Winner is awarded this prize, the ARV for this prize (including the maximum International Tax Assistance Award) will be US\$5,975.71. Notwithstanding the International Tax Assistance Award, each Canadian Winner shall be solely

responsible for the payment of any taxes due as a result of winning this prize. The maximum total approximate retail value of all prizes (without Tax Assistance Awards) is US\$20,915.00. The maximum total approximate retail value of all prizes (including all Tax Assistance Awards) is US\$29,878.55.00. All prize values are in U.S. dollars.

10. **USE/OWNERSHIP:** With respect to the use and ownership of all Creative Materials, each competing band and each member within such band, 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 and by the contents of any releases entered into as required by these Official Rules.

B. Except to the extent prohibited by law, by participating in the Contest, each band member agrees that: i) Sponsor and its designees may use, copy, publish, videotape, broadcast, distribute and otherwise publicly display all elements of his/her Creative Materials and 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 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.

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 contestant regarding the Creative Materials other than as set forth in the Official Rules of this Contest.

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 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 each band and contestant 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 contestant'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.

11. **GENERAL PRIZE RESTRICTIONS/CONDITIONS: Each band member of the potential Grand Prize winner band must be in possession of 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.** Sponsor will not be responsible if any band member is denied entry into the United Kingdom, or re-entry to his/her country of residence. In such case, any additional expenses incurred by a band member will be the sole responsibility of the applicable band member and the Grand Prize winner may be disqualified, and the Grand Prize may be forfeited. Scheduled activities are subject to change. Sponsor reserves the right to change/add components to the travel schedule and the Concert. Airfare and hotel accommodations are at the sole discretion of Sponsor. Each band member must arrange travel with Sponsor's agent at least seventeen (17) days in advance of the departure date specified by Sponsor. Travel is subject to availability. 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 must comply with all hotel check-in requirements, including but not limited to the presentation of a major credit card. All elements of the trip are subject to availability. Sponsor is not responsible for Concert, event or travel cancellations beyond its control. In the event that any element is not available (including the Grand Prize Performance), then all other trip elements will still be offered and no compensation will be due each band member.

No transfer, substitution, or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, or prize element, of equal or greater value (whether in cash or otherwise) if a prize, or prize element, cannot be awarded as described for any reason. If prizes or prize notifications are returned as undeliverable, this will result in disqualification and an alternate band will be selected, if time permits. All federal, state, 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 winner's award, acceptance or use of a prize arising from this Contest will be the sole responsibility of each band member.

12. **CONTEST CONDITIONS:** If one or more band members cannot travel during the period of June 24 – June 29, 2009 (or such other dates as are selected by Sponsor), or do not comply with the Official Rules, then the entire band may be disqualified. This Contest is subject solely to the applicable federal, state and local laws of the United States. By participating, entrants agree that only the laws of the United States shall be applicable to this Contest and their participation in this Contest. By participating, each band member agrees:

(i) to be bound by these 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)

(ii) 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 member during or in connection with the 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 including any use thereof

(iii) 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 band member (or band member's 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).

13. **LIMITATIONS OF LIABILITY:** Contest Entities are not responsible for illegible, garbled, corrupted, damaged, lost, late, misdirected, undeliverable or incomplete Entries, Videos or online votes (as applicable) 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 Entries or Videos, and/or the judging of the Contest, the announcement of a prize 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 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 practices, or intending to annoy, abuse, threaten or harass any other entrants 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 at its sole discretion to cancel, terminate, modify or suspend the Contest and select the potential winning band either from those eligible votes received up to the cancellation/suspension date or at Sponsor's sole discretion.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANYONE ELSE TO DELIBERATELY DAMAGE ANY CONTESTRELATED WEBSITE 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 ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

14. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules, or of any Entry Form, release or 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 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. These Official Rules and any other documents required by Sponsor constitute the entire understanding and agreement between each band or band member and Sponsor. No other agreement, written or oral, express or implied exists between each contestant and Sponsor with respect to the Creative Materials or this Contest. Any modification, waiver or termination of the provisions of these Official Rules or such other documents must be in writing and be signed by each band member and Sponsor. Sponsor reserves the right, in its sole discretion, to change, add to, delete from, modify or amend these Official Rules at any time.

15. **PERSONAL INFORMATION:** By entering the Contest, each Band member consents to the use and disclosure of his/her personal information collected in connection with the Contest by Sponsor and its authorized agents for the purposes of administering this Contest. Each band member also agrees to the use of such band member's name, address [city and state/province], biographical information, statements, voice, photograph and/or other likeness, in the Video, on the Website, at the Grand Prize Performance and otherwise in connection with conducting or promoting the Contest and/or the Concert, without further notice or compensation.

16. **RULES/WINNERS LIST:** To view the most up-to-date version of the Official Rules, please visit Hardrock.com. Or for an additional copy of these Official Rules by mail, send a self-addressed, stamped envelope to: Hard Rock's Ambassadors of Rock® Battle of the Bands Rules, P.O. Box 8991, Calabasas, CA 91372-8991 U.S.A. Residents of the State of Vermont and Canada may omit return postage. For a winners list please visit www.Hardrock.com or send a self-addressed, stamped envelope to: Hard Rock's Ambassadors of Rock® Battle of the Bands Winners List, P.O. Box 8991, Calabasas, CA 91372-8991 U.S.A.

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

18. **CONTEST ADMINISTRATOR:** RPMC, Inc. 24013 Ventura Blvd., Calabasas, CA 91302