

# Guitar Center/Chick Singer Night "Producer Project" Contest

## OFFICIAL RULES

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

- 1. HOW TO ENTER:** The Guitar Center/Chick Singer Night "Producer Project" Contest ("Contest") begins at 12:01 a.m. (Pacific Time ["PT"]) on September 1, 2003 and ends at 11:59 p.m. (PT) on September 30, 2003 ("Contest Period"). **Two Ways to Enter. 1. Store Entry:** Fill out and deposit an entry form along with the Original Song Submission described in Paragraph 2 below in the promotional kiosk at any participating Guitar Center location. **2. Mail Entry:** Obtain an official entry form, found at all participating Guitar Center locations and online at [www.GuitarCenter.com](http://www.GuitarCenter.com), or legibly print the following information on an 8 1/2' x 11" piece of paper: (i) your name, address, city, state, zip code, age, and daytime and evening phone numbers; (ii) the title of your Original Song Submission, (iii) the name and age of all songwriter(s) contributing to the Original Song Submission. Then mail the entry with your Original Song Submission in a stamped envelope to: Guitar Center/Chick Singer Night "Producer Project" Contest, P.O. Box 6173, Thousand Oaks, CA 91360. All in-store entries must be received by 11:59 p.m. on September 30, 2003. Mail entries must be postmarked by October 10, 2003 and received by October 15, 2003. Neither Chick Singer Night ("CSN") nor Guitar Center Stores, Inc. (collectively, the "Sponsors") will verify receipt of entries. All entries submitted become the sole property of Sponsors and will not be returned. Limit one entry per songwriter or per group of songwriters, as defined in Paragraph 2.
- 2. JUDGING CRITERIA:** Your Original Song Submission ("Song Submission") must be an original composition, recorded onto an audio cassette or compact disc and should not exceed 5 minutes in length. All Song Submissions must be written by a female or may have multiple co-writers, but at least one of the co-writers must be female. The name, address, telephone number and email address of the person submitting the Song Submission must be indelibly labeled on the cassette tape or compact disc. Each Song Submission will be judged on the following criteria: Melody, Composition, Lyrics. The quality of performance and production will not be considered. All entries will be judged by 3<sup>rd</sup> party, independent judges. The decision of the judges is binding and final. By entering the Contest, you are affirming that you own, or, alternatively, that you and the other songwriters contributing to the Song Submission (collectively, the "Songwriters") own all rights, including, but not limited to, all

performance, copyright, and other intellectual property rights to the music recorded on the Song Submission and the underlying composition, including, but not limited to, all rights to reproduce, distribute, and perform the work. Your Song Submission may not contain a musical contribution from any individual who is under contract with any record label, including, but not limited to, those labels belonging to Universal Music Group, Sony Music Entertainment, EMI Group, Warner Brothers Music, or BMG Entertainment. Each songwriter must be 18 years of age by July 1, 2003.

3. **ELIGIBILITY:** To enter the Contest you must be a lawful permanent resident of any of the 48 contiguous States or the District of Columbia and be 18 years of age or older. Contest is void in Alaska, Hawaii, Puerto Rico, U.S. territories and possessions and where restricted or prohibited by law. The Contest, and any web site pages and advertisements relating thereto are intended for viewing only within the United States. You are not authorized to participate in the Contest if you are not located within the United States. Employees of Guitar Center, Inc., Chick Singer Night, Alesis, Fender, JBL, Shure, Tascam, TC Electronic and Rockrgl Magazine or their affiliated companies, parents, subsidiaries and advertising and promotion agencies (collectively, "Contest Entities"), and their immediate families and members of their households, are ineligible to participate in this Contest.
4. **JUDGING AND NOTIFICATION:** The winning Song Submission will be chosen from all eligible Song Submissions received in a merit-based judging based on the criteria listed in Paragraph 2 on or about November 1, 2003 by an independent judging organization whose decisions are final and binding in all respects. If the person who submitted a winning entry (the "Winner") cannot be reached within seven (7) calendar days from the first notification attempt, then such Winner shall be disqualified and an alternate winner will be chosen based on the criteria listed in Paragraph 2 from all eligible entries received from the original Contest.
5. **PRIZES: Three (3) Grand Prizes:** A trip for each songwriter contributing to the Three (3) Winning Song Submissions as defined in Paragraph 2 to either Los Angeles or New York City for three (3) nights (to include round-trip coach airfare [if applicable], hotel [double occupancy] and daily per diem), including one (1) day of studio recording and mixing time with one (1) of three (3) Producer/Recording Engineers; Al Schmitt or Ed Cherney at The Village in Los Angeles, Elliott Scheiner at The Hit Factory in New York; and one (1) day of studio mastering time with one (1) of two (2) Mastering Engineers; Nancy Matters at Moonlight Mastering in Los Angeles, Emily Lazar at The Lodge in New York. Additional professional studio musicians will be available to track for each recording session at the discretion of each respective Producer. **Total Approximate Retail Value (ARV) of**

**each grand prize is \$12,000**, depending on itinerary and number of Winning Songwriters. All rights, including, but not limited to, copyright and other intellectual property rights, to the music resulting from the Recording Sessions will belong, collectively, to the Songwriter(s) who contribute to the Song Submission. Ownership of: (i) any master recording resulting from the Recording Session; (ii) any matrices produced therefrom; and (iii) any records, tapes, compact discs or other reproductions created therefrom shall belong, collectively, to the Songwriter(s) who contribute to the Song Submission. By entering the contest, each entrant, including the Winner or Winners, grant to Sponsors an unpaid, nonexclusive license to use the music on the Song Submission as well as any music resulting from the Recording Session for advertising and promotional purposes, in all media, for a period of 24 months from the last day of the Contest Period. **Three (3) Additional Prize Packages: 1<sup>st</sup> Place Prize Package** One (1) Alesis HD24 Hard Disc Recorder, One (1) pair JBL LSR25P Compact Bi-amplified Monitoring System, One (1) Tascam DM24 Digital Mixer and One (1) Shure KSM27 Microphone. **(ARV is \$9,500); 2<sup>nd</sup> Place Prize Package:** One (1) Fender Grand Jumbo Acoustic/Electric Guitar and Acoustasonic SFX Amplifier, One (1) Shure Beta 87C and One (1) Tascam CD-GT1 Portable CD Guitar Trainer. **(ARV is \$4,000); 3<sup>rd</sup> Place Prize Package:** Top 10 Song Submissions will receive a free one year Rockrgl Magazine subscriptions **(ARV \$65)**. Prizes will be awarded jointly to all Songwriters who contribute to the Song Submission. Division of prizes is responsibility of Winners. Winners are responsible for all federal, state, local and other taxes and all expenses not identified in these Official Rules. Sponsors reserve the right to substitute a prize of equal or greater value if a prize cannot be awarded as described for any reason.

6. **PRIZE CONDITIONS:** Potential Winners will be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release ("Affidavit/Release") in order to receive the Prize. If a potential Winner is deemed a minor in his/her state of residence, then the parent of legal guardian of such minor must also sign any documents required herein. Such documents must be returned by the date and/or time indicated within such documents. If a potential Winner fails to return such documents within that time, or if an entrant is found to be ineligible, or if he/she does not comply with the Official Rules, then the potential Winner(s) will be disqualified and an alternate Winner or Winners will be chosen based on the criteria listed in Paragraph 2. If prize notification is returned as undeliverable, this will result in disqualification and an alternate Winner or Winners will be chosen based on the criteria listed in Paragraph 2. Airfare shall originate from the commercial airport nearest the Winner's home in the U.S. Airline and accommodations to be determined by Sponsors. All expenses associated with vacation prizes, including, but not limited to, travel

insurance, taxes, gratuities and airport transport are the sole responsibility of the Winner(s). The Winner(s) are responsible for obtaining any necessary travel documents, including, but not limited to, passports, and appropriate proof of citizenship for travel. All federal, state or other tax liabilities (including income taxes) arising from this Contest will be the responsibility of the Winner(s). Except where prohibited by law, the Winner's entry and acceptance of the prize constitutes permission for the Contest Entities to use said Winner's names, photographs, likenesses, statements, biographical information, voices, and city and state addresses on a worldwide basis, and in all forms of media, in perpetuity, without further compensation. Each potential Winner must provide his or her Social Security Number in order to receive the prize.

7. **CONTEST CONDITIONS:** This contest is subject to all applicable federal, state and local laws and regulations. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsors and waive any right to claim ambiguity in the Contest or these Official Rules. Winners and entrants also agree to release, discharge, indemnify and hold harmless the Contest Entities, and each of their respective officers, directors, employees, representatives and agents from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest. The Sponsors reserve the right to make changes or additions to these rules and/or extend the dates of the Contest at any time.
8. **LIMITATIONS OF LIABILITY:** Contest Entities are not responsible for late, lost, damaged, inaudible, misdirected, incorrectly addressed, incomplete, illegible, undeliverable, destroyed, or postage-due mail entries or in-store entries, whether submitted by potential entrants or to/by personnel of the Guitar Center locations.
9. **RULES/WINNERS LIST:** To receive a Winners list or an additional copy of these Official Rules, send a self-addressed, stamped envelope to: Guitar Center/Chick Singer Night "Producer Project", P.O. Box 6173, Thousand Oaks, CA 91360. Please specify "Rules" or "Winners List." You may also view the rules on-line at [www.guitarcenter.com](http://www.guitarcenter.com).
10. **SPONSORS:** Chick Singer Night, P.O. Box 6173, Thousand Oaks, CA 91360; Guitar Center Stores, Inc., 5795 Lindero Canyon Road, Westlake Village, CA 91359.
11. **CONTEST ADMINISTRATOR:** Guitar Center Stores, Inc., 5795 Lindero Canyon Road, Westlake Village, CA 91359
12. **DISPUTES:** Each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in

a federal or state court within the State of California; (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and the Sponsors in connection with this Contest shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than those of the State of California.

13. **COLORADO CONSUMER DISCLOSURE:** You have not yet won. No purchase or payment of any kind is necessary to enter or win this Contest. Grand Prize is a trip for you and your co-writer's to either Los Angeles or New York to record your music. See above descriptions of all prizes and any restrictions applicable to the prizes. Mail entries must be postmarked by October 10, 2003 and received by October 15, 2003. Sponsors: Chick Singer Night – P.O. Box 6173, Thousand Oaks, CA 91360 and Guitar Center Stores, Inc., 5795 Lindero Canyon Road, Westlake Village, CA 91359.
14. **MAILING LIST:** You may write to the following address to request that we remove your name from our list for any future Contest mailings: Guitar Center Mailing List Removal, P.O. Box 5111, Thousand Oaks, CA 91359-5111. Your request will be processed within sixty (60) days after receipt, after which time no further sweepstakes or contest mailings will be sent to you.