

BOOMBLASTICA MUSIC CONTEST
RULES, TERMS AND CONDITIONS

Thank you for your interest in submitting music to the Boomblastica Music Contest. We welcome you to submit music, but we do ask that you follow the following rules, terms and conditions.

1. **PARTIES.** This Boomblastica Music Contest Rules, Terms and Conditions (“Agreement”) is by and between Boomblastica and the individual who is submitting music pursuant to this Contest (hereafter referred to as the “Entrant”). The Boomblastica Music Contest (hereafter the “Contest”) is operated and hosted by Thrust Interactive, Inc. (“Operator”) on the Boomblastica website www.boomblastica.com (“Website”).
2. **WHO MAY ENTER THIS CONTEST.** The Contest is open to individuals Entrant who are eighteen (18) years of age or older at the time of entry and who are not presently signed to any record label or publisher under any agreement and/or other contractual arrangement which prohibit or might prohibit the individual from participating in any element of this Contest.

Employees, contractors, directors and officers of Thrust Interactive, Inc. (hereafter the “Sponsors”), or any of its affiliates, distributors, or web design, advertising and promotion agencies involved in the administration, development, and execution of this Contest (collectively, “Contest Parties”), and the immediate family members (i.e. spouse, parent, child, sibling, grandparent, and spouse or "step" of each) of each and those living in the same households of any of the foregoing companies (i.e. persons, whether related or not, who have lived in the same residence for at least three months during the twelve-month period preceding the start date of the Contest) are not eligible to participate in this Contest.

THIS CONTEST IS VOID WHERE PROHIBITED BY LAW. THE CONTEST ENTRANT IS RESPONSIBLE FOR DETERMINING WHETHER ENTRANCE IN THIS CONTEST IS PROHIBITED IN THE ENTRANT’S JURISDICTION.

3. **SUBMISSIONS:** The Entrant should submit the best retro-future music track (the “Submission Materials”) created by using any platform, software, system or architecture. All submissions must be made by the Entrant by uploading the Submission Materials to the Website. All Submission Materials must be submitted to the Operator between January 2, 2012 and February 6, 2012 (“Contest Period”). The Operator’s server records shall be the official timekeeping device for this Contest and all time shall be recorded in Eastern Standard Time. To submit the Submission Materials for the contest, the Entrant must follow the online instructions located on the Website. The winner of this Contest will be announced on or about February 17, 2012.

4. **CONTEST ENTRY REQUIREMENTS:** No purchase is necessary to enter the Contest. Operator reserves the right to require Entrant to register on the Website in order to enter the Contest. In the alternative, Operator may require Entrant to provide the Entrant's name, email address, and other personal information by email to the Operator or by any other method as Operator may, in its sole discretion decide. By submitting any Submission Materials in the Contest, the Entrant will have officially "entered the contest" and as such, the Entrant hereby warrants and represents that the Entrant has read and understands this Agreement. Furthermore, by entering this Contest, the Entrant hereby confirms compliance with the terms and conditions set out in this Agreement and the Entrant agrees to the license granted herein. The Entrant agrees and acknowledges that no compensation will be paid for any reason whatsoever including, but not limited to, royalties related to the use of any Submission Materials submitted as part of the Contest.
5. **SUBMISSION MEDIUM REQUIREMENTS:** All Submission Materials must be submitted via the Website portal and as directed in the instructions thereon. All Submission Materials must be in one of the following file formats: MP3, AIFF, and WAV.
6. **SUBMISSION REQUIREMENTS AND ENTRANT CERTIFICATION:** All Submission Materials must meet the below "Submission Requirements", and failure to abide by the Submission Requirements is grounds for disqualification in Operator's sole discretion.
 - a. Submission Materials must not contain material which is (or promoting 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 Operator in its sole discretion;
 - b. Submission Materials shall not defame, misrepresent or contain disparaging remarks about any persons, products or companies;
 - c. Submission Materials shall not contain any portions or components which are not created entirely by the Entrant or which are owned by others;
 - d. Submission Materials shall not violate any law.
 - e. Submission Materials must be the Entrant's original work;
 - f. Submission materials may not have been previously published;
 - g. Submission Materials have not been previously submitted to other contests or subject to any other grant of rights, licenses or any other restrictions;
 - h. Submission Materials do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
 - i. Entrant has obtained permission from any person whose name, voice or performance is used in the Submission Materials and has the full ownership, right and authority to submit the Submission Materials and to grant the rights and licenses as set out below; and
 - j. Entrant certifies that the exploitation, use, display or performance of the Submission Materials via any form of media, will not infringe the rights of any third parties.

The Entrant hereby certifies that the Submission Materials complies with each and every one of the Submission Requirements set out above. Entrants shall indemnify and hold harmless, Operator and Contest Parties from any claims contrary to or in violation of these warranties and representations or resulting from the violation of one or more of the Submission Requirements.

7. LICENSE AND GRANT OF RIGHTS: By entering this Contest, Entrant assigns and transfer (as set forth below) any and all rights in the Submission Materials on a worldwide, perpetual, irrevocable and royalty-free basis. The Entrant hereby grants permission for the Submission Materials to be used for any and all purposes including, but not limited to, display, public performance, posting for streaming and/or download, making of derivative works, reproduction, distribution, and all other means of exploitation of the Submission Materials. By entering this Contest, Entrant agrees that Operator shall, from the submission of the Submission Materials, own all right, title and interest in the Submission Materials including, but not limited to, the copyrights in the sound recording, in perpetuity, free from any claims by Entrant or any other person and all such works shall be deemed "works made for hire" for the Operator. Entrant shall have no ownership rights or interest whatsoever in the applicable Submission Materials, and Entrant shall not commercially use or exploit the Submission Materials in any manner whatsoever without the express written permission of Operator. Entrant may use the Submission Materials for non-commercial purposes outside of the Contest without the permission of the Operator.

By entering this Contest, the Entrant agrees as follows:

- a. The Contest Parties have the right to use the Entrant's Submission Materials, Entrant's name and likeness in any and all media in and in connection with promotion, publicity, marketing and advertising of, for and by the Contest Parties, and in connection with this Contest or other promotions by Contest Parties as the Contest Parties may see fit and without any further notification or compensation to or of the Entrant;
- b. The Contest Parties shall have no obligation (express or implied) to use any Submission Materials in any manner and the Entrant shall not be entitled to any compensation, damages or other relief by reason of Contest Parties use or non-use of the Submission Materials;
- c. The Entrant agrees to be bound by this Agreement and the rules set out herein;
- d. The Entrant may be contacted by the Contest Parties by email or other methods regarding this Contest; and
- e. The Entrant agrees to indemnify and hold the Contest Parties harmless from any and all claims, demands, causes of action and judgments (including attorney's fees, court costs and expert's fees) arising out of or relating to any breach by Entrant of the terms and conditions of this Agreement, including any representations and warranties made herein.

- f. By entering this Contest, each Entrant agrees to sign and deliver to the Contest Parties any documents as Contest Parties may reasonably require to effectuate the rights and obligations granted in this Agreement.

8. SELECTION OF WINNER: The winner of the contest will be posted on or about February 17, 2012. The winner shall be selected by the Contest Operator in its sole discretion. The selection of the Operator is final and shall maintain sole responsibility and discretion in the selection of the winner. Entrants agree that the Operator has the sole right to decide all matters arising from this Contest and that all decisions of Operator and the Contest Parties are final and binding.

9. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by the Operator or Contest Parties resulting from the Entrant's participation in or attempt to participate in the Contest or downloading any information in connection with participating in the Contest. No responsibility or liability is assumed by the Operator or Contest Parties for technical problems or technical malfunction which may affect the operation of the Contest, including but not limited to any of the following occurrences: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Website, in whole or in part for any reason; traffic congestions on the Internet or the Website; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Contest. Operator is not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website. Use of the Website is at Entrant's own risk. Operator and the Contest Parties are not responsible for any personal injury to Entrant or property damage or losses of any kind which may be sustained to Entrant's or any other person's computer equipment resulting from participation in the Contest, use of the Website. Operator is not responsible for any attempt by an Entrant or other individual to deliberately damage or undermine the legitimate operation of this Contest, including but not limited to any fraudulent claims, which may be a violation of criminal and civil laws. Should such an attempt be made, Operator reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Entrants engaging in any of the foregoing activities may be disqualified in Operator's sole discretion.

10. GENERAL TERMS AND CONDITIONS:
 - a. Entrants and Winning Entries are solely responsible for the payment of any taxes on any respective prizes.

- b. No cash equivalent or substitution of any prize is offered, except at the sole discretion of the Operator. Prizes are non-transferable, and non-refundable.
- c. By participating in the Contest, the Entrant releases Operator and Contest Parties from any and all claims, damages or liabilities arising from or relating to the Entrant's participation in the Contest.
- d. By entering this Contest, the Entrant agrees that the Operator and Contest Parties shall not be liable for any losses, damages or injuries resulting from participation in the Contest.
- e. The Entrants grants permission to Operator and those acting under its authority to use the Entrant's name, photograph, voice and/or likeness, for promotion, advertising and/or publicity purposes, as well as the Submission Materials in any and all media now known or hereinafter invented without territorial or time limitations and without compensation or additional permission.
- f. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Operator reserves the right, in its sole discretion, to cancel, modify or terminate the Contest.
- g. This Contest is governed by the laws of the state of Georgia. By entering, Entrant consents to the jurisdiction and venue of the federal, state and local courts located in Atlanta, Georgia for the resolution of any disputes.
- h. Operator's failure to enforce any provision of this Agreement shall not constitute a waiver of that provision.