

Sparkle Singing Challenge OFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT NECESSARY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. CONTEST DESCRIPTION: The “Sparkle Singing Challenge” (the “**Contest**”) is a skill based singing contest that is divided into two (2) distinct “Phases” (as described below) designed to promote the motion picture, “SPARKLE” (the “**Picture**”). The sponsor of this Contest is Myspace, LLC (the “**Sponsor**” or “**Myspace**”), 407 North Maple Drive, Beverly Hills, CA 90210. The administrator of the Contest is Creative Zing Promotion Group (the “**Administrator**”), 189 S. Orange Ave, Suite 1130a, Orlando, FL 32801. The media partner is BET (the “**Media Partner**” or “**BET**”). The Contest is presented by Columbia TriStar Marketing Group, Inc. (the “**Presenter**” or “**CTMG**”). For purposes of these Official Rules, the Sponsor, Administrator, Media Partner, Presenter and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives and promotion and advertising agencies will be collectively referred to as the “**Contest Entities**”.

Contest Phases:

- **Phase One – Live Performances at Local Events:** During the weekend of July 14, 2012, eligible “Entrants” (as defined in Section 2) will have the opportunity to perform at local live singing competitions (“**Local Events**”) to determine one (1) potential “Finalist” and one (1) Runner-Up per Local Event. Complete information on Phase One is detailed in Section 3 of these Official Rules.
- **Phase Two – Online Public Voting & Determination of Grand Prize Winner:** Pending confirmation of eligibility, one (1) Finalist per market will progress to the Phase Two of the Contest. Complete information on Phase Two is detailed in Section 3 of these Official Rules.

2. ELIGIBILITY: In order to participate, the “Entrant” must be available to attend the Local Event at his/her own expense and must meet the following eligibility criteria:

- Entrant must be a legal resident of the fifty (50) United States or the District of Columbia;
- Entrant must be a minimum of thirteen (13) and a maximum of forty (40) years old at the time of participation in Phase One;
- Entrant, if under the legal age of majority in their state of primary residence (“**Minor**”) must get their parent or legal guardian’s permission to participate in the Contest. A Minor Entrant will be required to provide parental consent in a form satisfactory to the Contest Entities before he or she can be declared a Finalist;
- Entrant may not have any one (1) or more of the following agreements in effect (in written or oral form) at the time of entry: a contract for talent representation (for example, a talent agent or manager); a music recording contract; an

agreement relating to the use of his/her name, voice and/or likeness; an exclusive acting contract; and/or any other contractual arrangement, performance agreement or endorsement agreement that, in Sponsor's sole discretion, would prohibit Entrant from participating in the Contest or granting any rights granted hereunder;

- Entrant may not be a member of any performing arts union or subject to any performing arts guild bargaining agreement;
- Entrant may not be a close personal acquaintance of any of the local judges at the Local Event where he/she participates in the Contest or have given anything of value to, or otherwise attempted, directly, indirectly or through the efforts of others, to inappropriately influence, any judge or any representative of Sponsor or any of the other Contest Entities;
- Entrant must be in full compliance with these Official Rules and all applicable laws; and
- Entrant, if declared as the potential Grand Prize Winner (as defined below), must agree to make themselves available to travel and participate in publicity events on the dates and times determined by Sponsor.

Employees, Household Members and Immediate Family members of Contest Entities, local judges, local radio station partners are not eligible to participate in the Contest. For purposes of the Contest, "**Household Members**" shall mean those people who share the same residence at least three months a year and "**Immediate Family Members**" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. Contest void where prohibited or restricted by law.

3. HOW TO PARTICIPATE: Eligible Entrants must be available to attend a Local Event at their own expense on the weekend of July 14, 2012. Exact Local Event venue locations and exact event times will be available at www.myspace.com/sparkle (the "**Website**"). The Local Events are currently contemplated to take place in the following markets:

- New York
- Los Angeles
- Chicago
- Washington, DC
- Philadelphia
- Detroit
- Cleveland
- San Francisco
- Charlotte
- Miami
- Baltimore
- Houston
- Dallas
- Atlanta
- St. Louis

Phase One – Live Performances at Local Events

Phase One consists of live performance singing competitions in the aforementioned Local Event markets. During each Local Event, eligible Entrants will be required to complete a solo, a capella performance of either "Celebrate" or "Something He Can Feel" (collectively, the "**Authorized Songs**") before a panel of judges. Performances cannot exceed one (1) minute and must be solo; no duets, group performances, or substitute songs will be permitted. In order to perform at a Local Event, the interested individual must truthfully and accurately complete and fully execute the documents detailed below. The documents must be presented to the Sponsor's on-site representative prior to an individual being permitted to perform at the Local Event.

Required Phase One Documents (collectively, the "**Entrant Release Packet**"):

- Entry Form
- Entrant Affidavit of Eligibility, Liability Release & Grant of Rights

The Entrant Release Packet can be downloaded at www.myspace.com/sparkle and completed prior to an individual's arrival at the Local Event. Additional Entrant Release Packets will be available on-site at the Local Events. If the Entrant is a Minor, he/she must bring an Entrant Release Packet, fully executed by the Minor's parent or legal guardian to the Local Event OR the parent/legal guardian must be in attendance and be willing to sign the Entrant Release Packet prior to the Minor's performance.

Upon submitting the Entrant Release Packet to the authorized Sponsor on-site representative, each Entrant will be assigned a sequential number indicating the order in which the Individual will be permitted to perform. Sponsor's on-site representative reserves the right to limit the total number of Entrants/performances per Local Event to a maximum of 75 based on the turnout and allotted time for each Local Event. In the event the number of Entrants who are permitted to perform is less than the number of Entrants attending a Local Event, the Entrants will be permitted to perform in the order in which they arrived at the Local Event. The Entrant must be ready to perform when his/her assigned number is called out in order to participate in the Contest.

The Entrant's performance at the Local Event is subject to the following criteria:

- The attire of the Entrant must not attempt to promote any product or brand, or include logos and/or references to any brands or include logos and/or references to any designer names, sports teams, or celebrities (living or dead);
- The Entrant **MUST NOT** use props, musical instruments or other devices in his/her performance in connection with this Contest;
- Any performance by an Entrant in connection with this Contest **MUST NOT** include any music of any kind; **EXCEPT** the Authorized Songs;
- The Entrant must perform (and be attired) in a manner that Sponsor determines in its sole discretion is not objectionable, unlawful, defamatory, obscene, sexually explicit, threatening, abusive, harassing, hateful, threatening, vulgar, racially or

- ethnically-motivated, invasive of another's privacy, in poor taste or otherwise unfit for publication, posting, or otherwise dissemination for public viewing; and
- The performance of the Entrant must make no visual or audio references to alcoholic beverages, tobacco, drug paraphernalia, firearms, or any depiction or representation thereof, or be perceived as giving or threatening to give rise to criminal or civil liability, encouraging conduct that might constitute a criminal offense, or encouraging or providing instructional information about illegal activities.

The local judges will evaluate the performances on a 100 point scale based on the following judging criteria: Execution = max 30 points; Style = max 30 points; and Originality = max 40 points. NO ENTRANT RECEIVING A TOTAL CUMULATIVE SCORE OF LESS THAN 60 POINTS IN PHASE ONE WILL BE ELIGIBLE TO CONTINUE TO PHASE TWO OF THE CONTEST. The Entrant receiving the highest score at each Local Event, as determined by the local judges, will be declared the (potential) Finalist at that Local Event, provided that the Entrant is physically present at the time the (potential) Finalist is announced. If the Entrant is not present at that time, the judges may declare the next highest scoring Entrant to be the (potential) Finalist, and this process may continue until an Entrant who is physically present at the Local Event at the requisite time is declared a (potential) Finalist. The decisions of the local judges at each Local Event are final and binding with respect to the performances taking place at such Local Event. After a (potential) Finalist is determined, the Entrant who is physically present with the next highest score at that Local Event will be deemed the Runner-Up. In the event of a tie during Phase One, the tied Entrant who received the higher total score from the local judges in the "Execution" category will be declared the (potential) Finalist. In the event of a remaining tie, the tied Entrant who received the higher total score from all judges in the "Style" category will be declared the (potential) Finalist. In the event of a remaining tie, the tied Entrant who received the higher total score from all judges in the "Originality" category will be declared the (potential) Finalist. If needed, the judges will re-score the tied performances in all three categories until the relevant tie is broken.

The Sponsor's representative at each Local Event will then ask the (potential) Finalist and the Runner-Up to repeat the same performance performed during the live event singing competition, in order to videotape the performance (the "**Taped Performance**"). **A (POTENTIAL) FINALIST WILL NOT BE ELIGIBLE TO MOVE ON TO PHASE TWO OF THE CONTEST UNLESS HE/SHE AGREES TO REPEAT THE PERFORMANCE SO THAT HIS OR HER PERFORMANCE MAY BE VIDEOTAPED BY THE SPONSOR REPRESENTATIVE SO SUCH TAPED PERFORMANCE CAN BE POSTED ON THE CONTEST WEBSITE FOR PURPOSES OF PHASE TWO.** The Runner-Up is also requested to repeat the performance in order to be videotaped, so that if for any reason the local (potential) Finalist is deemed ineligible, the Runner-Up and his or her Taped Performance may be considered for participation in Phase Two. At the end of Phase One, the pool of Runner-Ups who have agreed to be videotaped in accordance with these Rules, if any, will be referred to as the "**Runner-Up Pool.**" If no Entrant is physically present at the time the (potential) Finalist and/or Runner-Up is declared at a particular Local Event or if remaining Entrants have not received a point score of 60 or greater, the Sponsor's authorized representative may declare that no (potential) Finalist and/or Runner-Up was selected at that Local Event, or may, in its sole and absolute discretion, decide to contact other Entrants

meeting the necessary criteria who had performed at that particular Local Event in order to declare a (potential) Finalist and/or Runner-Up at that Local Event, if possible.

LIMIT ONE (1) ENTRY PER PERSON FOR THE DURATION OF THE CONTEST. IF AN ENTRANT ATTEMPTS TO ENTER MORE THAN ONCE, SUBSEQUENT ATTEMPTS WILL BE DEEMED VOID AND THE ENTRANT MAY BE DISQUALIFIED FROM THE CONTEST. AN ENTRANT MAY ONLY PERFORM ONCE IN ANY LOCAL EVENT ASSOCIATED WITH THE CONTEST. ANY ATTEMPTED ENTRIES/PARTICIPATION OTHER THAN AS PERMITTED HEREUNDER WILL DISQUALIFY THE PERSON FROM ANY PARTICIPATION IN THE CONTEST.

Phase Two – Online Public Voting Period & Determination of Grand Prize Winner
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One (1) Finalist per market will progress to the Phase Two of the Contest. The “**Public Voting Period**” begins on Wednesday, July 25, 2012 and ends on Wednesday, August 1, 2012 at 3 pm ET. Voting is open to legal residents of the 50 United States and the District of Columbia, who are 13 years of age or older (the “**Voters**”) at the time of voting.

During the Voting Period, the Taped Performances of the Finalists will be posted on www.myspace.com/sparkle and www.bet.com/sparkle (each a “**Voting Site**” and collectively, “**Voting Sites**”). Eligible Voters can visit the Voting Sites and follow the on-screen prompts to vote on their favorite performance. The performances will be evaluated solely on the subjective opinions of the Voters who choose to participate in the voting process. VOTING WILL NOT SOLELY DETERMINE THE GRAND PRIZE WINNER. Voting results will be considered by the Phase Two judges (as selected by the Contest Entities) in conjunction with original judging criteria of execution, style and originality to determine one (1) Grand Prize Winner. All decisions of the judges and/or Contest Entities are final on all aspects of the Contest.

THERE IS NO LIMIT ON HOW MANY TIMES VOTERS CAN VOTE. By voting on the Contest Site, Voters acknowledge compliance with the voting process and understand that no robotic, programmed, script, macro or other automated votes (collectively “**Automated Votes**”) are permitted. Automated Votes or votes that have been tampered with will result in disqualification of all such votes. Contest Entities are not responsible for any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to Voter’s or to any other person’s computer related to or resulting from participating or downloading materials related to the voting process in Phase Two. If, for any reason, any aspect of the voting process of Phase Two is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Contest Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Phase Two voting process or for any reason Contest Entities deem it necessary, Contest Entities reserve the right at their sole discretion to cancel, terminate, modify or suspend the Phase Two voting process and determine the winner solely based on judging results. Should the Phase Two voting process be terminated prior to the stated expiration date, notice will be posted on the Voting Sites.

If the (potential) Grand Prize Winner is deemed ineligible or subject to disqualification for any other reason in accordance with these Official Rules, an alternate (potential) Grand Prize Winner will be determined based on the combination of voting results and judging, as described above. The , if any, will need to meet all eligibility requirements and otherwise be in compliance with these Official Rules in order to be declared the Grand Prize Winner. This process will continue until a Grand Prize Winner is determined from among the Finalists, unless all remaining Finalists are deemed ineligible or otherwise not in compliance with these Official Rules, in which case Sponsor may at their own discretion decide not to select a Grand Prize Winner, or select a Grand Prize Winner based on the Phase One judging criteria, from among the Runner-Up Pool.

4. NOTIFICATION OF (POTENTIAL) GRAND PRIZE WINNER: On or about August 2, 2012, the Contest Administrator will attempt to contact the (potential) Grand Prize Winner by telephone at the telephone numbers appearing on (potential) Grand Prize Winner's Entry Form. In addition, the Contest Administrator will send via overnight delivery at the address appearing on (potential) Grand Prize Winner's Entry Form, for delivery on or about August 3, 2012, a congratulatory package that includes an Affidavit of Eligibility/Release of Liability and (except where prohibited) Publicity Release form (the "**Affidavit**"). In order for the (potential) Grand Prize Winner to be declared the Grand Prize Winner and to be able to redeem the Grand Prize, the Grand Prize Winner (or his or her parent or legal guardian if such individual is a Minor) will be required to execute and notarize the Affidavit and return it to the Contest Administrator within two (2) days of issuance. In addition, to be able to redeem the Grand Prize, the (potential) Grand Prize Winner must provide the Contest Administrator with his or her Social Security Number for taxation purposes. If potential Grand Prize Winner is considered to be a Minor his/her travel companion must be his/her parent that executed the Affidavit on the potential Grand Prize Winner's behalf. A Minor will not be allowed to participate in any portion of Grand Prize without being accompanied by his/her parent or legal guardian. A prepaid overnight delivery air bill will be included in the congratulatory package to facilitate the return of the executed/notarized Affidavit and Release documents and any other requisite documentation requested by Contest Entities. If the (potential) Grand Prize Winner cannot be reached within a reasonable period (as determined by Sponsor) and after a few reasonable attempts, and/or if the (potential) Grand Prize Winner is found not to meet the eligibility requirements or is otherwise found not to be in compliance with these Official Rules, or if any notification is returned as undeliverable for any reason, the (potential) Grand Prize Winner may at Sponsor's sole discretion be disqualified and, time permitting, as determined by Contest Entities in their sole and exclusive discretion, the Entrant associated with the Taped Performance as determined by the combination of votes and Phase Two judges decisions based on the original judging criteria of execution, style and originality to determine the (potential) Grand Prize Winner. If the new potential alternate is found not to meet all the eligibility requirements set forth in these Rules, Contest Entities may, in their sole and exclusive discretion, determine that there is no Grand Prize Winner in this Contest or, time permitted, as determined by Contest Entities in their sole and exclusive discretion, continue this process and seek to select a new alternate from the pool of remaining Finalists and/or the Runner-Up Pool. Any new selectee, if applicable, will have to meet all eligibility requirements and otherwise be in compliance with these Rules in order to be declared the Grand Prize Winner.

5. PRIZES: Grand Prize: The Grand Prize will consist of select promotional partner merchandise and a trip (as detailed below) for the Grand Prize Winner and one (1) travel companion (during the specific dates of August 10 through August 18, 2012) to New York, NY and the experiences set forth below, (the "**Grand Prize**"). Approximate Retail Value ("**ARV**") of the travel portion of the Grand Prize is \$5,434.

The Grand Prize includes the following: (i) roundtrip ("**R/T**") economy (coach) class airfare from the major U.S. gateway airport nearest the Grand Prize Winner's residence to a Sponsor selected airport in the New York metropolitan area; (ii) three (3) consecutive nights hotel accommodations (single standard room; double occupancy, room and room tax only) at a hotel in New York selected by Sponsor; (iii) an opportunity to visit the set and appear on BET's "106 & Park" show, including an interview on-show (there is no guarantee that Grand Prize Winner will have the opportunity to perform); (iv) the opportunity for the Grand Prize Winner to experience a recording session with Punch Monkeys, LLC (the "**Recorded Session**") during which such Grand Prize Winner will record an original Punch Monkeys song ; (v) filming by Myspace representatives of the Grand Prize Winner and his or her travel companion throughout portions of their New York travel experience; (vi) \$500 USD for spending money during the trip, awarded in the form of a check; (vii) one (1) \$250 BEBE gift card; (vii) one (1) \$100 Black Opal gift card; and (viii) Miss Jessie's Super Slip Sudsy shampoo, Super Sweetback conditioner and Pillow Soft Curls styler. There is no additional compensation provided for participation in the Recorded Session or for any additional appearances provided as part of the Grand Prize.

Specific dates of travel, air carrier(s), and hotel are at the sole discretion of Sponsor or their designees. Sponsor is not responsible for changes in scheduling of any element of Grand Prize travel. The actual value of the travel portion of the Grand Prize may vary depending on city of departure, dates and times of travel, airfare fluctuations and hotel charges at the time of travel bookings. Actual value of the Grand Prize awarded may be lower or higher at the time it is fulfilled. Any difference between actual value and stated ARV will not be awarded. Travel is subject to the restrictions and conditions set forth below. Grand Prize Winner must be able to travel on dates as determined by Sponsor or the Grand Prize will be forfeited in its entirety and no additional prize element substituted. If Grand Prize Winner lives within 150 miles of New York, neither air nor ground transportation, nor additional compensation in lieu thereof will be provided, except at the sole discretion of the Contest Entities. Any costs associated with Grand Prize receipt and/or use that are not expressly stated above are not included in the Grand Prize and are the responsibility solely of the Grand Prize Winner and his/her travel companion. Such costs may include, without limitation, any unspecified ground transportation, any unspecified state or local taxes or government surcharges or fees, trip and travel insurance and premiums, meals, drinks, incidentals, excursions, gratuities, telephone calls, charges for changing dates or other personal costs and expenses not specified herein and are the sole responsibility of the Grand Prize Winner and his/her travel companion. All travel arrangements are to be administered by the Contest Administrator or its designee. Grand Prize Winner and his/her travel companion will be required to travel on the same departure date and return date. Grand Prize Winner and his/her travel companion will be required to provide valid U.S. Federal or state

government issued photo ID at time of travel. If Grand Prize Winner elects to travel or partake in trip with no travel companion, no additional compensation will be awarded. Air transportation and hotel accommodations must be taken together and cannot be taken separately. No changes will be made to travel details once any element(s) of the travel arrangements have been booked except at Sponsor's sole discretion. Sponsor will not replace any lost or stolen tickets, travel vouchers or certificates or similar items once they are in the possession of Grand Prize Winner, or in the possession of the travel companion of the Grand Prize Winner. No stopovers are permitted on tickets issued as the Grand Prize; if a stopover occurs, the Grand Prize will terminate and full fare will be charged from the stopover point for the remaining trip segment(s), including the return. Once hotel and flight arrangements have been confirmed, no changes will be allowed except by Sponsor.

Potential Grand Prize Winner's travel companion is required to be eighteen (18) years of age or older. If potential Grand Prize Winner's travel companion is considered to be a Minor in the legal jurisdiction of his/her residency, Grand Prize Winner's travel companion must be the child or legal ward of the potential Grand Prize Winner. Potential Grand Prize Winner's travel companion (or potential Grand Prize Winner, if travel companion is the child or legal ward of the potential Grand Prize Winner) will be required to execute and return a notarized Release of Liability and Publicity form ("**Travel Companion Release**") within this same two (2) day time period.

Finalist Prizes (up to 15 total): Each Finalist will receive a check in the amount of \$500 plus six (6) VIP screening passes to see the Picture at a theatre (the exact location to be determined by CTMG at its sole and exclusive discretion) near the Finalist's hometown; one (1) \$25 BEBE gift card; and Pillow Soft Curls styler. Each VIP Screening pass consists of one theatre ticket, one small soda and one small popcorn, plus an assortment of promotional partner prizes to be determined at the sole discretion of the Contest Entities. ARV of each Finalist Prize is \$597.

Runner Up Prizes (up to 15 total): Each Runner Up will receive two (2) VIP screening passes to see the Picture at a theatre (the exact location to be determined by CTMG at its sole and exclusive discretion) near the Runner Ups hometown. Each VIP Screening pass consists of one theatre ticket, one small soda and one small popcorn. ARV of each Runner Up Prize is \$20.

6. AUTHORIZED SONG & CONTENT USAGE: Each Authorized Song / Content is being provided by CTMG solely for purposes of allowing (a) Individuals wishing to enter the Contest to learn the lyrics, practice their singing and then perform at the Local Event, as provided for in these Rules, and (b) the Grand Prize Winner (as defined below) to perform in connection with the Recorded Session. **ALL ENTRANTS EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL OTHER USES OF THE AUTHORIZED SONGS BY THE ENTRANTS ARE STRICTLY PROHIBITED AND THAT UNAUTHORIZED USE MAY BE GROUNDS FOR DISQUALIFICATION OF THE APPLICABLE ENTRANT OR, IF APPLICABLE, FORFEITURE OF ANY PRIZE OR PRIZE BENEFIT BY THE WINNER.**

7. GENERAL CONTEST CONDITIONS; SPONSOR'S RIGHT TO MODIFY OR SUSPEND CONTEST OR ANY PARTS THEREOF: By participating, each Entrant (and the parent/legal guardian

of any Entrant who is a Minor) agrees to be bound by these (i) Rules, (ii) all Applicable Laws, and (iii) the Entrant Release Packet and all other documentation executed by the Entrant (and/or the Entrant's parent or legal guardian if the Entrant is a Minor). The Entrant Release Packet and any other documentation required to be executed hereunder and the Taped Performances shall remain the property of Sponsor and applicable Contest Entities and shall not be returned. All materials generated in connection with the administration or judging of the Contest (including, without limitation, score sheets and other judging materials) shall be deemed Sponsor's confidential information. Sponsor reserves the right to, at any time, cause the removal of any of the Taped Performances from any site or other media associated with the Contest (including, without limitation, the Voting Sites), and/or deem disqualified from further participation into the Contest, any individual appearing in any such removed Taped Performance, in the event of an error (by any one or more of the Contest Entities) or determination by Sponsor of the Taped Performance's ineligibility or the ineligibility to participate in the Contest of any Entrant associated with such Taped Performance or any such Entrant's other non-compliance with these Official Rules, and/or for any other reason that Sponsor deems fair and equitable and in accordance with these Official Rules. Any Entrant or Voter that Sponsor finds to be: (i) tampering with the operation of the Contest (including, but not limited to, the voting components) through any means, including, without limitation, the use of automated computer programs or any bots or other non-human mechanisms, entities or devices), on any of the sites associated with the Contest, including, without limitation, the Voting Sites; (ii) acting in violation of the Official Rules or any of the Applicable Laws; or (iii) acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, harass, harm, mislead, or defraud any other individual or entity; or (iv) otherwise in violation of law, may be deemed ineligible to win or benefit from a prize and Sponsor may seek all remedies available to it, including, if appropriate, filing appropriate complaints with legal authorities. IF, FOR ANY REASON, THE CONTEST, ANY OF ITS PHASES, OR ANY OTHER COMPONENT PARTS THEREOF ARE NOT CAPABLE OF RUNNING AS ORIGINALLY PLANNED, SPONSOR, AT ITS SOLE AND EXCLUSIVE DISCRETION, RESERVES THE RIGHT TO CANCEL, SUSPEND OR MODIFY THE CONTEST (INCLUDING, WITHOUT LIMITATION, ANY OF ITS PHASES AND/OR ANY OTHER COMPONENT PARTS THEREOF, OR THESE RULES (IN WHOLE OR IN PART), AND/OR ANY OF THE PRIZING COMPONENTS TO BE AWARDED HEREUNDER) IN A MANNER THAT IS FAIR AND EQUITABLE AS DETERMINED BY SPONSOR AT ITS SOLE AND EXCLUSIVE DISCRETION. Contest Entities shall not be liable to a winner or any other person for failure to supply a prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Contest Entities control (each a "**Force Majeure**" event or occurrence). Contest Entities shall not be liable to the Grand Prizewinner or any other person for cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), or other transportation companies, hotel(s), or any other persons providing any of these services and accommodations to passengers including any results thereof such as

changes in services or accommodations necessitated by same, or loss or damage to baggage.

8. GRANT OF RIGHTS: By participating in the Contest, each Entrant (and the Entrant's parent or legal guardian if the Entrant is a Minor) hereby irrevocably grants, transfers, sells, assigns and conveys to CTMG, Myspace, and their designees, successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights) in and to the Entrant's Taped Performance, Recorded Session (if applicable), and the results and proceeds of any live performance(s) in connection with the Contest for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. CTMG, Myspace, and their designees, successors and assigns shall have the right, in their sole discretion, to edit, composite, morph, scan, duplicate, or alter the Entrant's Taped Performance, Recorded Session (if applicable), and the results and proceeds of any live performance(s) for any purpose which CTMG, Myspace, and their designees, successors and assigns deem necessary or desirable, and each Entrant irrevocably waives any and all so-called moral rights they may have therein. Each Entrant hereby acknowledges that such Entrant does not reserve any rights in or to the Entrant's Taped Performance, Recorded Session (if applicable), and the results and proceeds of any live performance(s). Furthermore, by participating in the Contest and accepting any prize each Entrant grants permission for Myspace, CTMG, BET, and their designees to use the Entrant's name, likeness (if applicable), voice, sounds and, biographical data (if applicable) in any media, manner, technology or content delivery mechanism now known or hereinafter devised for the following purposes: (A) in connection with the Contest, its administration, judging, vote seeking, vote tallying, promotion, advertising or publicity, and/or (B) otherwise in connection with the promotion, advertising, publicity or other exploitation of the Picture (including, without limitation its theatrical and/or home entertainment release), and/or any subsidiary and ancillary rights of any nature relating to the Picture, and/or (C) as otherwise desired by Myspace, CTMG, BET and their designees in their sole discretion not in connection with the Contest or the Picture each of the foregoing without the necessity of obtaining further consent or making any payments.

9. DISCLAIMERS AND LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES: CONTEST ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR VOTES ENTERED BY OTHER THAN HUMAN MEANS (SUCH AS BY AN AUTOMATED COMPUTER PROGRAM, BOT OR ANY OTHER NON-HUMAN MECHANISM, ENTITY, OR DEVICE), IN EXCESS OF THE STATED LIMIT, OR FOR VOTES THAT ARE LATE, FORGED, DESTROYED, LOST, MISPLACED, MISDIRECTED, TAMPERED WITH, INCOMPLETE, DELETED, DAMAGED, GARBLED, OR OTHERWISE NOT IN COMPLIANCE WITH THESE RULES, AND ALL SUCH VOTES (AS APPLICABLE, IF IDENTIFIED) WILL BE DISQUALIFIED. BY PARTICIPATING IN THE CONTEST, EACH ENTRANT AND EACH VOTER (AND ANY APPLICABLE PARENT/LEGAL GUARDIAN IF ENTRANT OR VOTER IS A MINOR) AGREES: (I) TO BE BOUND BY THESE RULES (INCLUDING, WITHOUT LIMITATION, THE ENTRANT RELEASE PACKET APPLICABLE TO THE ENTRANT) AND ALL APPLICABLE LAWS; (II) TO WAIVE ANY RIGHTS TO CLAIM AMBIGUITY WITH RESPECT TO THESE RULES AND ANY PROMOTIONAL MATERIALS RELATED TO THE CONTEST; (III) WAIVE ALL OF HIS/HER RIGHTS TO

BRING ANY CLAIM, ACTION, OR PROCEEDING AGAINST ANY OF THE CONTEST ENTITIES; AND (IV) TO RELEASE EACH OF THE CONTEST ENTITIES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR OTHER AUTHORIZED DESIGNEES FROM ANY LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR ANY PROPERTY LOSS, DAMAGE, PERSONAL INJURY, BODILY INJURY, DEATH, LOSS, EXPENSE, ACCIDENT, DELAY, INCONVENIENCE OR IRREGULARITY) THAT MAY ARISE IN CONNECTION WITH, AS APPLICABLE: (A) ENTRANT'S AND/OR VOTER'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE CONTEST; (B) AMBIGUOUS JUDGING CRITERIA; (C) TYPOGRAPHICAL ERRORS IN THE RULES OR ANY OFFLINE, ONLINE, OR WIRELESS CONTEST-RELATED PROMOTIONAL MATERIAL; (D) ACCEPTANCE OR POSSESSION, DEFECTS IN, USE, MISUSE OR INABILITY TO USE ANY PRIZE (OR ANY COMPONENT THEREOF); (E) ANY CHANGE IN PRIZING AS PERMITTED HEREUNDER OR OTHERWISE DUE TO REASONS BEYOND ANY OF THE CONTEST ENTITIES' CONTROL; (F) HUMAN ERROR; (G) INCORRECT OR INACCURATE TRANSCRIPTION, RECEIPT, TRANSMISSION, CODING, TRANSCODING, OR COMPUTING OF ANY VOTE OR ANY OTHER MATERIALS; (H) ANY TECHNICAL MALFUNCTIONS OR UNAVAILABILITY OF ANY WEB SITE, TELEPHONE NETWORK, COMPUTER ONLINE SYSTEM, COMPUTER DATING MECHANISM, COMPUTER EQUIPMENT, SOFTWARE, INTERNET OR WIRELESS SERVICE PROVIDER, U.S. MAIL SERVICE, PRIVATE MAIL SERVICE OR COURIER UTILIZED BY ANY OF THE CONTEST ENTITIES OR BY AN ENTRANT; (I) INTERRUPTION OR INABILITY TO ACCESS THE CONTEST SITE OR ANY OTHER PARTICIPATING WEB SITES, ANY CONTEST-RELATED WEB PAGES, OR ANY ONLINE SERVICE VIA THE INTERNET, OR WIRELESS SERVICE DUE TO HARDWARE OR SOFTWARE COMPATIBILITY OR OTHER PROBLEMS; (J) ANY LOST/DELAYED DATA TRANSMISSIONS, OMISSIONS, INTERRUPTIONS, DEFECTS, AND/OR ANY OTHER ERRORS OR MALFUNCTIONS; (K) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSION ON THE PART OF ANY OTHER ENTRANT OR INDIVIDUAL PURPORTING TO ACT ON BEHALF OF ANY SUCH ENTRANT, AND/OR ANY OF THE CONTEST ENTITIES AND/OR ANY OF THEIR AGENTS, EMPLOYEES OR AUTHORIZED DESIGNEES; (L) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSION ON THE PART OF ANY OTHER PERSON OR ENTITY NOT AN EMPLOYEE OF ANY OF THE CONTEST ENTITIES; OR (M) ANY OTHER CAUSE, CONDITION OR EVENT WHATSOEVER BEYOND THE CONTROL OF ANY ONE OR MORE OF THE CONTEST ENTITIES. EACH WINNER HEREBY ACKNOWLEDGES THAT THE CONTEST ENTITIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE OR COMPONENT THEREOF.

10. INDEMNIFICATION: Each Entrant (and if applicable, the parent/legal guardian of any Entrant deemed a Minor) shall indemnify, defend and hold harmless each of the Contest Entities, their respective employees, agents, officers, directors, shareholders and/or members along with any promotional partners, including all local contest sponsors and partners, including Radio One, Inc. Clear Channel Communications, Inc., and Emmis Communications, Inc., and its and their affiliates and subsidiaries (collectively, the **"Indemnified Parties"**) from and against any and all claims, demands, causes of action, proceedings, expenses, and/or liabilities resulting or arising from or connected with, or claimed to have arisen, resulted from or be connected with: (i) the Entrant's entry, participation, attempt to participate or inability to participate, in the Contest or in any parts thereof; (ii) any of the live performances at the Event Locations or any of the Taped Performances and/or the Recorded Session; (iii) the Entrant's failure to comply with any one or more of the Official Rules or any applicable Laws; (iv) the breach or alleged

breach of any warranty, representation (including, without limitation and eligibility-related representation) or covenant made by the Entrant or any other Entrant in connection with the Contest (including, without limitation, in any of the Entrant Release Package and/or in any other documentation required to be executed in connection with the Contest (including, without limitation, its prizing); and (v) any right or benefit granted to any of the Contest Entities in connection with the Contest.

11. ARBITRATION: BY ENTERING INTO THIS CONTEST, EACH ENTRANT (AND ANY ENTRANT'S PARENT/LEGAL GUARDIAN IN THE CASE OF ANY ENTRANT WHO IS A MINOR) AND EACH VOTER (AND ANY VOTER'S PARENT/LEGAL GUARDIAN IN THE CASE OF A VOTER WHO IS A MINOR) AGREES THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTEST (INCLUDING WITHOUT LIMITATION ITS PRIZING) OR THESE RULES, OR THE ARBITRABILITY OF ANY SUCH CONTROVERSY OR CLAIM SHALL BE SUBMITTED TO FINAL AND BINDING ARBITRATION, TO BE HELD IN LOS ANGELES , CALIFORNIA BEFORE A SINGLE ARBITRATOR, IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE §§ 1280 ET SEQ. THE ARBITRATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES OR, IF THE PARTIES CANNOT AGREE, THEN BY SELECTING AN ARBITRATOR FROM A LIST OF ARBITRATORS SUPPLIED BY JAMS (JUDICIAL ARBITRATION AND MEDIATION SERVICES). IF THE PARTIES STILL CANNOT AGREE ON AN ARBITRATOR, THE ARBITRATOR SHALL BE APPOINTED BY JAMS. THE ARBITRATION SHALL BE A CONFIDENTIAL PROCEEDING, CLOSED TO THE GENERAL PUBLIC. THE ARBITRATOR SHALL ISSUE A WRITTEN OPINION STATING THE ESSENTIAL FINDINGS AND CONCLUSIONS UPON WHICH THE ARBITRATOR'S AWARD IS BASED. THE PARTIES WILL SHARE EQUALLY IN PAYMENT OF THE ARBITRATOR'S FEES AND ARBITRATION EXPENSES AND ANY OTHER COSTS UNIQUE TO THE ARBITRATION HEARING (RECOGNIZING THAT EACH SIDE BEARS ITS OWN DEPOSITION, WITNESS, EXPERT AND ATTORNEYS' FEES AND OTHER EXPENSES TO THE SAME EXTENT AS IF THE MATTER WERE BEING HEARD IN COURT). NOTWITHSTANDING THE FOREGOING, THE ARBITRATOR MAY REQUIRE THAT SUCH FEES BE BORNE IN SUCH OTHER MANNER AS THE ARBITRATOR DETERMINES IS REQUIRED IN ORDER FOR THIS ARBITRATION CLAUSE TO BE ENFORCEABLE UNDER APPLICABLE LAW.

12. GOVERNING LAW: The internal substantive laws (as distinguished from the choice of law rules) of the State of California and the United States of America applicable to contracts made and performed entirely in California shall govern the validity and interpretation of these Official Rules and all other causes of action (whether sounding in contract or in tort) arising out of or relating to the Contest or these Official Rules.

13. PRIVACY POLICY: Any personal information including email addresses ("**Entrant Information**") supplied by Entrant to Myspace will be subject to MySpace's privacy policy posted at http://www.myspace.com/Help/Privacy?pm_cmp=ed_footer, which may be modified from time to time. By entering the Contest, you grant Sponsor permission to share your email address and any other personally identifiable Entrant Information with the Contest Entities solely for the purpose of contest administration, judging and prize fulfillment.

14. WINNERS/OFFICIAL RULES: To obtain a copy of the Official Rules or the Winner's List, send your request along with a stamped, self-addressed envelope to: Sparkle Singing

Challenge Winner's List, 189 S. Orange Ave, Suite 1130a, Orlando, FL, 32801 for receipt by September 1, 2012. Vermont residents may omit return postage.

~~GNFC~~ is not responsible for the administration of the ~~C~~Contest in any way.