



**Myspace "One Direction" Giveaway Sweepstakes
Official Sweepstakes Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN.

The following promotion is intended for participants in the United States only and shall be construed and evaluated according to the laws of the United States. Do not proceed in this promotion if you are not a legal resident of the United States. Further eligibility restrictions are contained in the official rules ("Official Rules") below.

1. DESCRIPTION: The "One Direction" ("Sweepstakes") begins on or about May 22, 2012 and ends on May 29, 2012 at noon Pacific Time ("PT") ("Sweepstakes Period"). The Sweepstakes is sponsored, administered and fulfilled by Myspace LLC, 407 North Maple Drive, Beverly Hills, CA 90210 ("Sponsor" or "Myspace").

2. HOW TO ENTER: Entrants must log onto their Myspace profile; then go to <http://www.myspace.com/whats-hot/blog/2012/05/giveaway-win-tickets-to-see-one-direction-and-other-killer-prizes/> (**Website**) during the Sweepstakes Period. Entrants will be instructed to follow the on-screen instructions to post a comment ("**Submission**") based on the question or prompt associated with the Sweepstakes. By responding to the Sweepstakes question or prompt, the Entrant will automatically receive one (1) entry into the Sweepstakes. Submission must NOT contain material which is (or promote activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating, discriminatory, illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, hateful, tortuous, defamatory, slanderous, libelous, profane, harassing or material that contains any derogatory references to the Sponsor. Submissions must be received by on May 29, 2012 at noon PT to be eligible for the Sweepstakes. Submissions which violate any of these requirements may be deemed ineligible to receive the prize and the Submission may be void at the Sponsor's sole discretion. Sponsor reserves the right to disqualify any Submission deemed inappropriate or that does not comply with the Website's Terms of Use. Incomplete or unintelligible entries will be disqualified. Sponsor reserves the right to determine which entries have satisfied the entry requirements, in its sole discretion. There is no limit to the number of entries that may be submitted per person. Entries generated by a macro, script or other automated means will be disqualified. Each entrant must be the rightful owner (or have authorized use) of the Myspace account utilized in the Sweepstakes. In the event of a dispute as to the identity of any entrant or winner, at the sole discretion of the Sponsor, the entrant or winner will be deemed to be the person in whose name the Myspace account was opened. **POTENTIAL WINNER WILL BE CONTACTED VIA MESSAGING TO THE EMAIL ASSOCIATED WITH THEIR MYSPACE ACCOUNT AND/OR THE ENTRANT'S MYSPACE EMAIL INBOX. IT IS THE SOLE RESPONSIBILITY OF THE ENTRANTS TO ENSURE THAT INFORMATION ASSOCIATED WITH THE MYSPACE ACCOUNT USED FOR THE SWEEPSTAKES IS CURRENT AND ACCURATE.** Incomplete, unreadable, or unintelligible entries will be disqualified. Entrants must provide all information requested to be eligible to win.

3. ELIGIBILITY: Sweepstakes is open to legal residents of the 50 United States and Washington, D.C. who are at least 13 years of age in their state of primary residence at time of entry ("**Entrant**"). Eligible Entrants who are under the legal age of majority in their state of primary residence ("**Minor**") must get their parent or legal guardian's permission to participate. A Minor Entrant will be required to provide parental consent in a form satisfactory to the Sponsor before he or she can be declared a winner and any prize can be awarded. Entrants must have Internet access or otherwise have an ability to access the Internet as of the start date. All entrants must be registered members of the www.myspace.com website ("**Myspace Member**") and in compliance with Myspace's Terms & Conditions policy located at <http://www.myspace.com/help/terms> which may be modified from time to time. Any individuals (including but not limited to employees, independent contractors, consultants and interns) who have, within the last six (6) months, been employed by or performed services for Sponsor or any organizations affiliated with the administration, prize support, fulfillment, advertisement or promotion of the Sweepstakes (collectively, "**Sweepstakes Entities**") are not eligible to enter or win. Household Members and Immediate Family Members of each such individual are also not eligible to enter or win. For purposes of the Sweepstakes, "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. Void where prohibited or restricted by law.

4. PRIZES:

Prizing	One first prize winner will receive (1) one pair of tickets to the One Direction concert at the Allstate Arena in Rosemont, IL (Approximate Retail Value [“ARV”] of \$120.00; (2) one One Direction <i>Up All Night</i> album (ARV of \$13.00); and (3) one One Direction <i>Up All Night – The Live Tour</i> DVD [(ARV of \$19). Five second prize winners will receive (1) one One Direction <i>Up All Night</i> album (ARV of \$13.00); and (2) one One Direction <i>Up All Night – The Live Tour</i> DVD [(ARV of \$19). Total ARV for all prizes of \$312.
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All prize details are at the sole discretion of the Sponsor. Prize winners cannot assign or transfer the prize to another person. Cash alternative is allowed at the sole discretion of Sponsor. If a prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater retail value may be awarded. If a winner cannot accept a prize, or any portion thereof, as stated, the prize may be forfeited at the sole discretion of Sponsor. The value of the prize represents Sponsor’s good faith determination of the maximum retail value thereof. No refunds or credit for changes are allowed. The ARV of any prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. All other expenses and costs, not expressly listed above, including, but not limited to, taxes, tips, entertainment and transfers, are winner’s sole responsibility. Other restrictions may apply. Limit one (1) prize per household. If prize is awarded but goes unclaimed or is forfeited by recipient, the prize may not be re-awarded, in Sweepstakes Entities’ sole discretion.

5. ODDS OF WINNING: Odds of winning depend on the number of eligible entries received.

6. WINNER SELECTION AND NOTIFICATION: Winners will be selected via a random drawing conducted by the Sponsor from all eligible entries received during the Sweepstakes Period. Prize winners will be notified by email and their Myspace profile, at the sole discretion of Sponsor, within approximately five (5) days of the drawing date. Selected winners will be required to respond (as directed by the Sponsor) to the notification. The failure to respond timely to the notification may result in forfeiture of the prize and the Sponsor will randomly select an alternate winner from among the remaining eligible entries for that prize. Winners may be required to verify address and return within five (5) days (or a shorter time if required by exigencies) an affidavit of eligibility, a liability release, and, unless prohibited by law, a publicity release (collectively, the “**Prize Claim Documents**”) covering eligibility, liability, advertising, publicity and media appearance issues. Failure to return the Prize Claim Documents within the specified time period may result in forfeiture of the prize and selection of an alternate winner from the remaining eligible entries for that prize. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. A prize will not be awarded until all such properly executed Prize Claim Documents are returned.

7. CONDITIONS OF PARTICIPATION/RELEASES: Sweepstakes is void where prohibited or restricted by law. All federal, state and local laws and regulations apply. By participating, each entrant agrees to be bound by these Official Sweepstakes Rules and the decisions of the Sponsor and the Administrator, which shall be final in all respects. By participating in this Sweepstakes and/or by accepting any prize that they may win, each entrant agrees to release the Sweepstakes Entities; each of their respective parent, subsidiary and affiliated companies, units and divisions; each of their respective officers, directors, agents, representatives and employees; and each of these companies and individuals’ respective successors, representatives and assigns (collectively, the “**Released Parties**”) from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance or use of any prize. Each entrant authorizes the Sweepstakes Entities to use his/her name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner’s list, if applicable, without further compensation unless prohibited by law. Sweepstakes Entities are not obligated to use any of the above-mentioned information or materials, but may do so and may edit such information or materials, at Sweepstakes Entities’ sole discretion, without further obligation or compensation, unless prohibited by law. The Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or (v) any printing, typographical, human administrative or technological errors in any materials associated with the Sweepstakes. Sweepstakes Entities disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes (or any portion of the Sweepstakes) should a virus, bug, computer problem, unauthorized intervention or other cause or problem corrupt or inhibit the administration, security or proper play of the Sweepstakes and, in such situation, to select the winners from among all of the eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by Sponsor. Sponsor

may prohibit you from participating in the Sweepstakes or winning a prize if, in their sole discretion, they determine you are attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or Sponsor's representatives. This Sweepstakes will be governed by the internal laws of the State of California. Any and all legal actions or claims arising in connection with this Sweepstakes must be brought in a court of competent jurisdiction within the United States. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

8. PRIVACY POLICY: Any personal information supplied by you to Myspace will be subject to Myspace's privacy policy posted at <http://www.myspace.com/Help/Privacy>, which may be modified from time to time. By entering the Sweepstakes, you grant Myspace permission to share your email address and any other personally identifiable information with the other Sweepstakes Entities for the purpose of administration and prize fulfillment. Myspace will not sell, rent, transfer or otherwise disclose your personal data to any third party other than the other Sponsor and as explicitly described herein.

9. PRIZE WINNER LIST: For the names of the winners, mail a self-addressed, stamped envelope (VT residents need not affix return postage on requests for rules) to: **"One Direction"** 407 N. Maple Drive, Beverly Hills, CA 90210.