



**“MYSPACE ROCKSTUME HALLOWEEN CONTEST”  
Official Contest 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 “MYSPACE ROCKSTUME HALLOWEEN CONTEST” (“Contest”) begins on or about 10:00am PDT, October 29, 2013 and will run until approximately 12:00pm PST on November 4, 2013 (“Contest Period”). The Contest is sponsored, administered and fulfilled by Myspace LLC, 407 North Maple Drive, Beverly Hills, CA 90210 (“Sponsor” or “Myspace”).

**2. HOW TO ENTER:** Entrants may create and submit an original photograph or .GIF file of themselves or their pet in a Halloween costume of a musician, celebrity, character or some other original concept and post the photo or .GIF to the Myspace profile located at the URL: <https://myspace.com/halloweencontest> (the “Entrant Submission”). Each entrant may enter the Contest an unlimited number of times; provided, there will only be one (1) winner of the Contest. **POTENTIAL WINNERS WILL BE CONTACTED VIA AN EMAIL AT THE EMAIL ADDRESS ASSOCIATED WITH THEIR MYSPACE PROFILE. IT IS THE SOLE RESPONSIBILITY OF THE ENTRANTS TO ENSURE THAT THEIR EMAIL ADDRESS IS CURRENT AND ACCESSIBLE SO THAT MYSPACE MAY CONTACT THEM.**

**3. JUDGING CRITERIA:** Designated representatives of Myspace (collectively, the “Judges”) will review each eligible Entrant Submission and will assign each such Entrant Submission an overall score ranging from 1 to 100, with 100 being the highest possible score. To determine the score, the Judges will use the following categories and assign individual values to each, up to the maximum possible value for each category. The resulting category scores will then be totaled to arrive at the final overall score.

- A. Relevance to Theme – 40 possible points
- B. Creativity – 30 possible points
- C. Originality – 30 possible points

**4. ELIGIBILITY:** The Contest 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”). 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](http://www.myspace.com) website and in compliance with Myspace’s Terms & Conditions policy located at <https://myspace.com/pages/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 Contest (collectively, “Contest 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 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. Void where prohibited or restricted by law.

**5. PRIZES:**

<b>Prizing</b>	<p>One (1) winner will be awarded a “Prize Package.” The Prize Package will include a gift pack with the following items, some or all of which may include the Myspace name and/or logo:</p> <ul style="list-style-type: none"><li>• Apolis Market Bag</li><li>• Straw Mat</li><li>• Water Bottle</li><li>• Alternative Apparel Hoodie</li><li>• Towel</li><li>• Notebook</li><li>• New Era Baseball Style Hat</li><li>• T-Shirt</li><li>• Earplugs</li></ul> <p>In addition to the gift pack, the winner will also receive:</p> <ul style="list-style-type: none"><li>B. \$200 One (1) pre-paid Visa Gift Card with a pre-paid balance of \$200.</li></ul>
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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 not allowed. If a prize cannot be awarded due to circumstances beyond the control of Sponsor, Sponsor is under no obligation to award a substitute prize. 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, fees associated with any gift card(s), taxes, tips, entertainment, transfers, parking, travel and accommodations (where applicable), are winner's sole responsibility. Other restrictions may apply.** Limit one (1) prize per household. If a prize is awarded but goes unclaimed or is forfeited by recipient, the prize may not or may not be re-awarded, in Sponsor's sole discretion.

**6. ODDS OF WINNING:** Odds of winning depend on the number of people participating and eligible entries received.

**7. WINNER SELECTION AND NOTIFICATION:** The winner will be selected from all eligible entries received during the Contest Period and will be notified by email on or about November 4, 2013. The selected winner must respond to the notification in a reasonably timely manner. The failure to respond timely to the notification may result in forfeiture of the prize and Myspace may select an alternate winner from among the remaining eligible entries for the prize. **IF A SELECTED WINNER IS UNDER THE AGE OF 18 AT THE TIME OF THE TRANSMISSION OF THEIR ENTRANT SUBMISSION, HE/SHE MUST HAVE A PARENT OR LEGAL GUARDIAN SIGN AN AFFIDAVIT ACKNOWLEDGING AND BINDING THE PARENT/GUARDIAN TO THE TERMS HEREOF PRIOR TO THE RELEASE OF THE PRIZE OR THAT WINNER MAY FORFEIT THE PRIZE.**

**8. CONDITIONS OF PARTICIPATION/RELEASES:** The Contest 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 Contest Rules, including, without limitation, the "Grant of Rights" set forth below, and the decisions of the Sponsor and/or Contest administrator, if any, which shall be final in all respects. By participating in this Contest and/or by accepting any prize that they may win, each entrant agrees to release the Contest 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 Contest and/or acceptance or use of any prize. Each entrant authorizes the Contest 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. Contest 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 Contest 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 Contest or event; or (v) any printing, typographical, human administrative or technological errors in any materials associated with the Contest. Contest Entities disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Contest. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest (or any portion of the Contest) should a virus, bug, computer problem, unauthorized intervention or other cause or problem corrupt or inhibit the administration, security or proper play of the Contest 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 Contest or winning a prize if, in their sole discretion, they determine you are attempting to undermine the legitimate operation of the Contest 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 Contest will be governed by the internal laws of the State of California. Any and all legal actions or claims arising in connection with this Contest 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 CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. 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.**

**9. GRANT OF RIGHTS:** By submitting the Entrant Submission, each entrant hereby acknowledges and agrees as follows: Entrant grants to Myspace the non-exclusive right to use, sub-license, monetize, broadcast, telecast, webcast, distribute, re-use, publish, re-publish, and/or edit the Entrant Submission, severally or in conjunction with other material, and exploit the Entrant Submission in any and all media, now known or hereafter devised, (including, without limitation, on Myspace's website accessible via the current primary Uniform Resource Locator (URL) [www.myspace.com](http://www.myspace.com), and its subdomains,

third party content platforms), in any and all versions, throughout the universe and in perpetuity, as well as for promotion, merchandising, publicity and advertising of Myspace's website and/or in connection with Myspace's other services and products. I acknowledge and agree that Myspace is under no obligation to actually use or exploit the Entrant Submission for any purpose and may refrain therefrom. Myspace shall have the right (but not the obligation) throughout the universe, in perpetuity, to use my name and likeness in connection with any use or exploitation of the Entrant Submission. I hereby unconditionally waive any "moral rights" or similar rights which I may derive from the Entrant Submission, wherever such rights may be recognized, in connection with Myspace use and exploitation thereof. Entrant represents and warrant that (i) he/she has the full right, power and authority, grant all of the rights granted herein with respect to the Entrant Submission; (ii) no third-party approvals, consents, permissions, releases, waivers, fees and/or dues are necessary in connection with Myspace's exploitation of the rights granted to it herein; (iii) the Entrant Submission does not contain any unlicensed third party proprietary materials; (iv) any material that entrant furnishes, presents and/or performs in connection with the Entrant Submission or the advertising, marketing or promotion thereof, will not be defamatory in nature (including libel), or otherwise infringe or violate any right of privacy or publicity or any other personal or property right, and will not disparage, defame or denigrate the products or services of Myspace or its affiliates; and (v) entrant has not nor will entrant accept or pay any money, service or valuable consideration for the inclusion of any "plug," reference, or product identification, or any other matter in the Entrant Submission in violation of Section 508 of the Federal Communications Act of the United States.

Entrant, as well as entrant's successors, licensees and assigns, hereby release, discharge and hold Myspace harmless from, and covenant not to sue Myspace for, any claim or cause of action, whether known or unknown, for libel, slander, invasion of right of privacy, publicity or personality, or any other claim or cause of action, based upon or relating to the use of the Entrant Submission in accordance with the terms hereof or the exercise by Myspace of any of the rights referred to herein. Entrant agrees to indemnify and hold the Released Parties harmless from and against any liabilities, losses, claims, demands, costs (including without limitation attorneys' fees) and expenses arising in connection with any breach or alleged breach by entrant of any of the above representations, warranties or agreements hereunder. Entrant hereby waives any right to seek or obtain injunctive or other equitable relief with respect to the Entrant Submission. Entrant's rights and remedies in the event of any breach by Myspace of the terms of use with respect to the Entrant Submission will be strictly limited to the right, if any, to recover damages in an action at law, and entrant will have neither the right to rescind or terminate this agreement or any of Myspace's rights hereunder, nor the right to enjoin the production, exhibition, or other exploitation of the Entrant Submission or any subsidiary or allied rights with respect thereto. This document constitutes entrant's and Myspace's entire understanding and agreement with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto. This agreement will inure to the benefit of and will be binding upon entrant's and Myspace's respective affiliates, successors, licensees, assigns, heirs and representatives. This release will be governed by the internal laws of the State of California applicable to contracts wholly negotiated, executed and performed therein, and entrant consents to the exclusive jurisdiction and venue of the state and federal courts sitting in Los Angeles County, California.

**10. PRIVACY POLICY:** Any personal information supplied by you to Myspace will be subject to Myspace's privacy policy posted at <https://myspace.com/pages/privacy>, which may be modified from time to time. By entering the Contest, you grant Myspace permission to share your email address and any other personally identifiable information with the other Contest 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.

**11. 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: **Myspace - "ROCKSTUME HALLOWEEN CONTEST"**, 407 N. Maple Drive, Beverly Hills, CA 90210, Attn: Legal Dept.